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# Culver

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## CITY



## REQUEST FOR PROPOSALS

to

**Prepare a Motel Reuse Feasibility Study for the Development of Affordable Housing Including Site Identification, Planning, Cost Estimates and Implementation Recommendations**

**RFP #1917**

**September 2018**

**City of Culver City**

**Community Development Department – Housing Services**

9770 Culver Boulevard

Culver City, CA 90232-0507

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# **Prepare a Motel Reuse Feasibility Study for the Development of Affordable Housing Including Site Identification, Planning, Cost Estimates and Implementation Recommendations**

**RFP #1917**

## **I. REQUEST SUMMARY**

The City of Culver City (City) invites qualified consultants to respond to this RFP for consulting services to prepare a motel reuse feasibility study (Study) to develop affordable housing. The Study will identify potential motel reuse sites, planning criteria, cost estimates and related implementation measures.

## **II. INTRODUCTION**

### **A. Community Profile**

Culver City is approximately five square miles in area and has a residential population of approximately 40,000 and a daytime population of approximately 60,000. In partnership with the Los Angeles Homeless Services Authority (LAHSA), a census of the homeless is conducted annually (See Note #2). The City has Geographic Information Systems (GIS) mapping capability which may be used to provide background information. All final mapping and documentation must be prepared by the consultant using their own resources.

### **B. 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 website.

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 City reserves the right to reject any or all proposals, in whole or part, to waive

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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 to City receives notification by email to Tevis Barnes, Housing Programs Administrator ([tevis.barnes@culvercity.org](mailto:tevis.barnes@culvercity.org)), prior to the closing date. Proposals may later be referred to the City Council for appropriate action.

### **C. Proposal Due Date**

All proposals are due not later than **3:00 p.m. on Thursday, November 1, 2018**, at which time they will be recorded at the City Clerk's Desk on the First Floor of City Hall. Late submissions will not be accepted. To be considered, proposers must send one (1) color original, one (1) USB flash drive with a searchable PDF copy of the proposal in its entirety and three (3) hard copies of their proposal in a sealed envelope with the name of the company submitting the proposal and the title of "**RFP #1917 – Feasibility Study for Motel Reuse for the Development of Affordable Housing including Site Identification, Planning, Cost Estimates and Implementation Recommendations**" to:

**City of Culver City  
City Clerk  
9770 Culver Blvd.  
Culver City, CA 90232**

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

### **D. RFP Questions**

Questions regarding this RFP should be directed by e-mail to Tevis Barnes, at [tevisbarnes@culvercity.org](mailto:tevisbarnes@culvercity.org) by Tuesday, October 9, 2018 by 3 p.m. All firms registered for the RFP will receive responses to all questions and any addenda that may be released, via e-mail, by Monday, October 15, 2018 by 3 p.m.

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## **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:	Thursday, September 27, 2018
Deadline for questions:	Tuesday, October 9, 2018, 3 p.m.
Response to questions:	Monday, October 15, 2018, 3 p.m.
Proposals due:	Thursday, November 1, 2018, 3 p.m.
Consultant Interviews:	Week of November 12, 2018
Selection:	Monday, December 10, 2018
Notice to proceed:	Monday, January 14, 2019

## **III. SCOPE OF SERVICES**

The City intends to obtain the services of a qualified consulting team to provide the services as described below.

### **A. Project Scope**

#### **1. Project management and coordination**

Manage project and coordination activities, including coordination of sub consultants, if any, and administrative tasks. Establish project management and communication protocols and attend not less than (2) two meetings with staff and up to (2) public meetings at City Council.

#### **2. Citywide survey and mapping of potential affordable housing sites**

Prepare a citywide survey with mapping of potential motel sites that could potentially accommodate affordable housing based upon program parameters and State and local affordable housing requirements. Prepare a summary matrix and tabulation of all potential motel sites indicating site area, site and surrounding land uses, year constructed, service availability, street / driveway access, site constraints and condition of building based upon visual inspection. Based upon survey results, the City will authorize the consultant to proceed with Tasks No. 3 through Task No. 6.

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### **3. Prepare cost estimate**

The Study will include a detailed preliminary cost estimate to implement the building conversion for affordable housing reflecting both soft costs (architecture and engineering) and hard costs (construction) and assumptions regarding building condition(s). The cost estimate will be based upon visual inspection of the exterior of the property (where accessible), historical building records, permit records and other secondary sources which the consultant is required to obtain for cost estimates. The City will provide any public permit information that is on file.

### **4. Prepare implementation schedule**

Prepare a detailed schedule indicating the tasks and timing for Feasibility Study completion and identify team members involved in each project phase.

### **5. Prepare Feasibility Study report**

Summarize survey findings and issues in a report that addresses all of the above to redevelop the motel(s) for affordable housing. Prepare a summary matrix of potential sites surveyed, the total that are recommended for redevelopment, the costs to redevelop the sites to conform with State and local requirements, site selection ranking, design guidelines and other requirements for program implementation.

### **6. Hearings and meetings**

Attendance at meetings will be required. Proposals should reflect time required to prepare for and attend hearings, meetings including but not limited to:

Provide a minimum of two (2) public presentations to include the following:

- (1) One public outreach presentation explaining the specific sites identified and site rankings. Information should be geared for general audiences. The City will secure a venue and be responsible for public outreach/notice prior to the event;
- (1) One City Council presentation of the draft study findings and options for the retrofit program to the City Council; and
- Be available by phone and email to City staff to answer questions and coordinate information with regard to the seismic study and retrofit program.

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## **B. Major Deliverables**

This RFP assumes that all deliverables will be submitted in electronic format to the City. Hardcopies will also be required and should be accounted for in the proposal which shall include the following components:

1. Citywide survey matrix with mapping of potential motel sites that could potentially accommodate affordable housing in a digital format and supplied as 10 hard copies for City use and to be made available for public access
2. Preliminary detailed cost estimate to redevelop motel properties for affordable housing based upon visual inspection.
3. Feasibility Study in digital format and as 10 hard copies for City use.

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#### **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. Proposal 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**

Provide the proposer's name and address. Provide a 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. Provide general information about the primary contact who will be able to answer questions about the proposal; include a name, title, telephone number and email address.

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

Describe lead firm and sub consultant 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. What is the primary business of the parent company and/or affiliates? Which office(s) of the 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. What is the 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. Comment on other areas that may make the firm different from its competitors.

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

Describe the qualifications of staff proposed for the assignment, position(s) in the lead firm and sub consultants, 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. Identify and provide the resume(s) of the personnel who will be assigned to this project.

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

Each proposer shall include a detailed scope of work and understanding of the process to undertake such projects and complete it in compliance with all applicable rules, regulations, standards and requirements. The scope of work shall indicate the tasks/actions the firm(s) expect the City to take. Describe the methods by which the proposer will fulfill the services requested in the scope of work and subsequent sections. Provide a statement of the service(s) that differentiate the proposal from other respondents.

### **E. Proposed Fees/Budget**

Each proposer shall include a detailed scope of work and understanding of the process to undertake such projects and complete it in compliance with all applicable rules, regulations, standards and requirements. The scope of work shall indicate the tasks/actions the firm(s) expect the City to take. Describe the methods by which the proposer will fulfill the services requested in the scope of work and subsequent sections. Provide a statement of the service(s) that differentiate the proposal from other respondents.

### **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 January 14, 2019. The schedule should note key project milestones, critical path items that are dependent on the City taking action, and timelines for deliverables. Identify any assumptions used in developing the schedule.



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## **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 evaluated by City staff to assess the proposer's ability to provide services that meet the requirements of the project as described in this document. The City may request that one, several, or all proposer(s) submit a presentation, meet for interviews, or participate in a practical exercise or assessment. The adequacy, depth, and clarity of each proposal will influence, to a considerable degree, its evaluation.

During the review process, the City reserves the right to request additional information or clarification from proposers, or allow clarifications, corrections of errors, or correction of omissions. The City further 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. 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 it deems best suited to serve the City's interest.

A 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.

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## 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 licenses. The Business Licensing Division may be reached at (310) 253-5888. 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

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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.

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## 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

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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, 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: CONSULTING SERVICES TO PREPARE  
A MOTEL REUSE FEASIBILITY STUDY  
RFP 1917

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 hereinafter referred to as "Consultant."

1. CONSULTANT'S SERVICES. Consultant agrees to perform, during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Service" attached to and incorporated into this Agreement as Exhibit "A."
2. TERM OF AGREEMENT. The term of this Agreement shall be from the effective date pursuant to Section 27 of this Agreement and shall end upon satisfactory completion of the work, as reasonably determined by City's Community Development Director.
3. PAYMENT FOR SERVICES. City shall pay for the services performed by Consultant pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B." The compensation shall be paid at the time and manner set forth in said Exhibit "B."
4. TIME FOR PERFORMANCE. Consultant shall not perform any work under this Agreement until (a) Consultant furnishes proof of insurance as required under 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. HOLD HARMLESS. To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant'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 out of or in any manner related to this Agreement. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage.

Consultant 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 Consultant 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 Consultant of a claim within the potential scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of Consultant, City or any Indemnitee.

7. INSURANCE. Without limiting its obligations pursuant to Section 6 of this Agreement, the Consultant shall procure and maintain, at Consultant's own cost and expense and for the duration of this Agreement, insurance coverage as set forth in "Insurance Requirements" attached to and incorporated into this Agreement as Exhibit "C."
8. INDEPENDENT CONTRACTOR STATUS. City and Consultant agree that Consultant, in performing the services herein specified, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar service to be performed for other employers while under contract with City. Consultant is not an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus, worker's compensation or similar benefits City provides for its employees. Consultant shall be responsible to pay and hold City harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of services performed hereunder.
9. NON-APPROPRIATION OF FUNDS. Payment due and payable to Consultant for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of City. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.
10. ASSIGNMENT. This Agreement is for the specific services with Consultant as set forth herein. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City shall be prohibited and shall be null and void; except that Consultant may assign payments due under this Agreement to a financial institution.

11. RECORDS AND INSPECTIONS. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.
12. OWNERSHIP OF CONSULTANT'S WORK PRODUCT. City shall be the owner of any and all computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other materials gathered or prepared by Consultant in performance of this Agreement, or at any earlier or later time when the same may be requested by City. Such work product shall be transmitted to City within ten (10) days after a written request therefor. Consultant may retain copies of such products. All written documents shall be provided to City in digital and in hard copy form.
13. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:  
  
To City:                   City of Culver City  
                                  Attention: Sol Blumenfeld  
                                  Community Development Director  
                                  9770 Culver Blvd.  
                                  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 AND REGULATIONS. Consultant shall perform all work in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over such work.
17. NON-DISCRIMINATION REQUIREMENTS. 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, 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.

27. EFFECTIVE DATE. The effective date of this Agreement is the date it is signed on behalf of City. This Agreement shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

\_\_\_\_\_

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

CITY OF CULVER CITY, CALIFORNIA

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

John Nachbar  
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sol Blumenfeld  
Community Development Director

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

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

EXHIBIT A

CITY OF CULVER CITY

DRAFT STANDARD PROFESSIONAL SERVICES AGREEMENT

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

FOR: CONSULTING SERVICES TO PREPARE  
A MOTEL REUSE FEASIBILITY STUDY  
RFP 1917

SCOPE OF SERVICE

Please refer to City's RFP #1917.

EXHIBIT B

CITY OF CULVER CITY

DRAFT STANDARD PROFESSIONAL SERVICES AGREEMENT

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

FOR: CONSULTING SERVICES TO PREPARE  
A MOTEL REUSE FEASIBILITY STUDY  
RFP 1917

SCHEDULE OF COMPENSATION

1. METHOD OF PAYMENT. Payment for all work performed by Consultant pursuant to the terms of this Agreement shall be made on the basis of the per employee or hourly rates (as requested in City's RFP) set forth in Consultant's proposal.
2. ADDITIONAL FEES. Any remaining fees not previously detailed in the above as agreed to by City.
3. BILLING. At the end of each calendar month in which services are performed or expenses are incurred under this Agreement, and prior to the 10th day of the following month (unless City agrees to different billing and payment expectations, including timing and method of payment requested by Consultant.)

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

City of Culver City  
Attn: Sol Blumenfeld  
Community Development Director  
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.

EXHIBIT C

CITY OF CULVER CITY

DRAFT STANDARD PROFESSIONAL SERVICES AGREEMENT

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

FOR: CONSULTING SERVICES TO PREPARE  
A MOTEL REUSE FEASIBILITY STUDY  
RFP 1917

INSURANCE REQUIREMENTS

**A. Policy Requirements.**

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

1. An occurrence based Commercial General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of One Million Dollars (\$1,000,000) each occurrence, with not less than Two Million Dollars (\$2,000,000) in annual aggregate coverage.

The CGL Policy shall have the following requirements:

- a. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall not be excess or contributing with respect to City's self-insurance, commercial liability insurance, or any pooled risk arrangements;
- b. The policy shall provide \$1,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
- c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law, Consultant's obligation to indemnify the Indemnitees as required under Paragraph 6 of this agreement;
- d. Reserved; and
- e. **The City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees will be named as an additional insured** in an endorsement to the policy, which shall be provided to the City and approved by the City Attorney.

2. Reserved.
3. Reserved.
4. If the Agreement will have Consultant employees working within the City limits, Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars [\$1,000,000] per accident.) Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

**B. Waiver by City.**

City may waive one or more of the coverages listed in Section A, above. This waiver must be express and in writing, and will only be made upon a showing by the Consultant that its operations in and with respect to City are not such as to impose liability within the scope of that particular coverage.

**C. Additional Insurance Requirements.**

1. All insurance listed in Paragraph A shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A-:VII or better in the current Best's Insurance Reports;
2. Consultant shall provide City with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten (10) days' notice for cancellation due to non-payment.
3. City may increase the scope or dollar amount of coverage required under any of the policies described above, or may require different or additional coverages, upon prior written notice Consultant.
4. If your insurance carrier charges an additional fee, you must include that amount in your project costs.