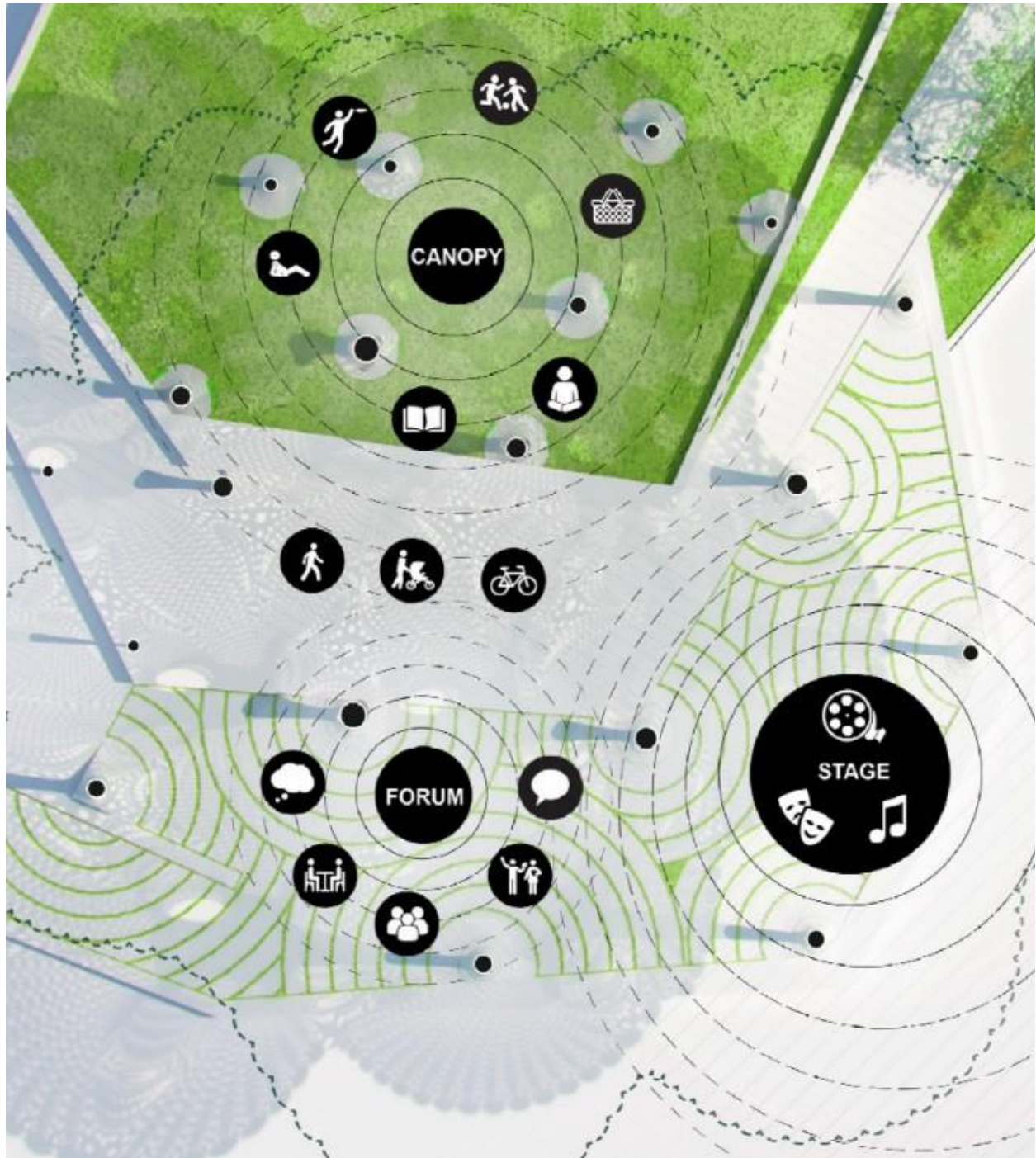


**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
RFSQ #2544**

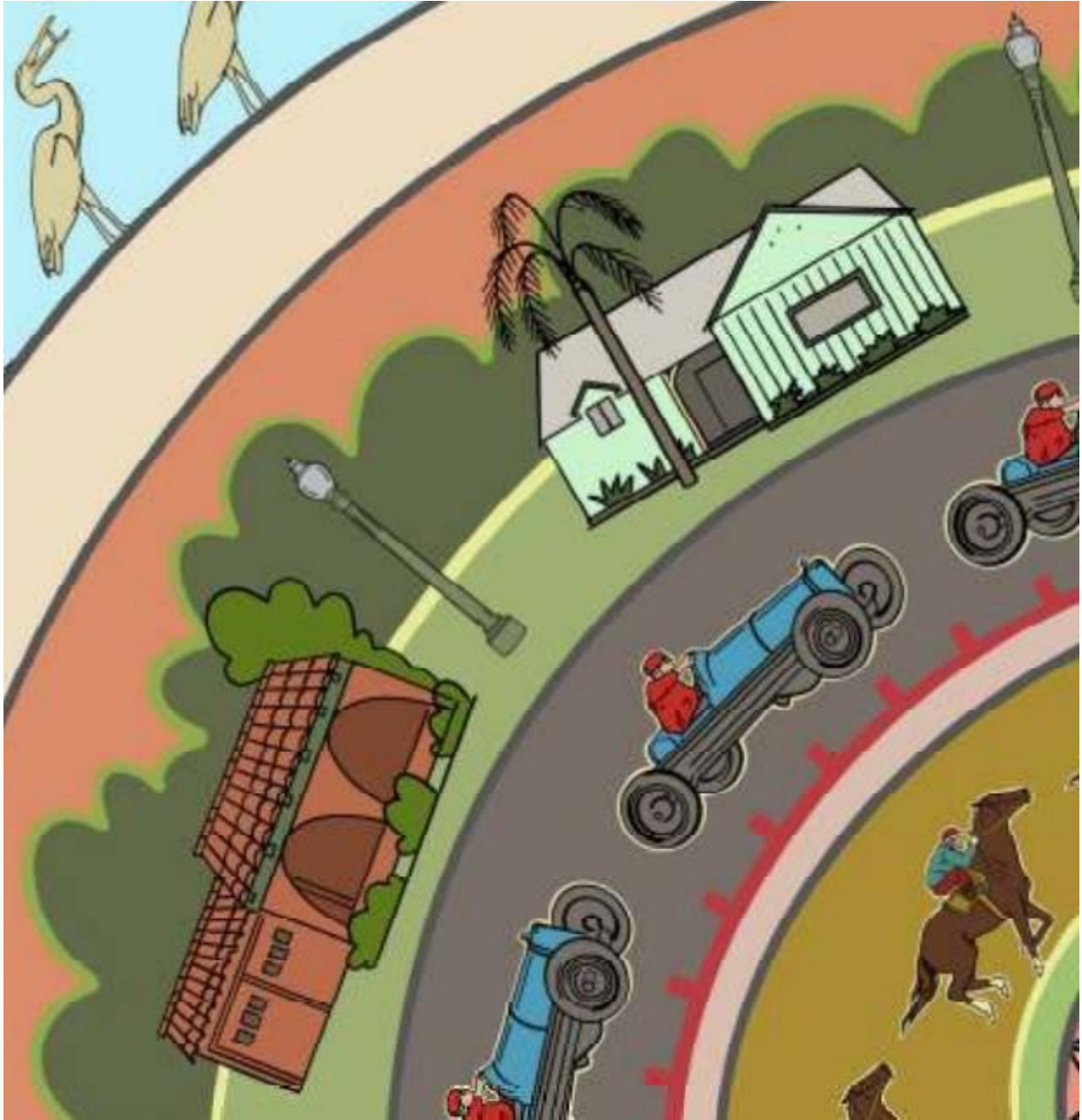
**The City of Culver City's Cultural Affairs Division seeks Art Consultants
for a Prequalified List.**

**RFSQ ISSUE DATE
December 17, 2024**

**APPLICATION DEADLINE
January 31, 2025**



Rendering for a permanent public artwork, Culver City (2023)



Sonia Romero's Art Concept for the Farragut Connector Project (2024)

OVERVIEW

The City of Culver City's Art in Public Places Program (APPP) was established by ordinance in 1988. The APPP provides opportunities for Cultural Affairs staff to assist developers whose civic development projects are at \$500,000 or more, and rehabilitation projects of \$250,000 or more, in fulfilling their APPP requirements. There are five requirement options. A popular example is choosing to commission an approved artwork equal to at least 1% of the total Building Permit valuation on-site by the developer. An art consultant's role is integral in assisting the developer's fulfillment of the APPP requirement. For the purposes of this RFSQ, the goal is to augment the City's existing, prequalified list. The Division of Cultural Affairs is the conduit, collaborating with both the developers and their art consultant in realizing their public art on site.

In general, the Division of Cultural Affairs advances and enriches the arts and culture of the City of Culver City through various programs and initiatives. Our work includes overseeing an established and comprehensive Art in Public Places program, yearly grants to performing arts organizations, a thriving Artist Laureate program, and a multitude of experiences and events that contribute to a vibrant creative community. The Division partners with area artists, art consultants, art conservators, arts organizations, local businesses, and across all City departments and agencies to develop strategies to cultivate and promote equitable and inclusive access to the arts. Learn more about Culver City's Art in Public Places Program (APPP): <https://www.culvercity.org/Explore/Arts-Culture/APP-Guidelines>.

BACKGROUND

Culver City, dubbed as "The Heart of Screenland," is a five-square-mile, urban community of 39,000 residents surrounded mostly by the City of Los Angeles but also shares a border with unincorporated areas of Los Angeles County. Culver City is centrally located on the Westside near Santa Monica, Beverly Hills, and Los Angeles International Airport. Culver City is particularly known for its well-run public school system, "small town" charm, growing high-tech and creative economies, and a dynamic downtown that is regionally known as a destination for restaurants, live theater, and art galleries. For more information about Culver City, visit: <https://www.culvercity.org/Explore/About-Culver-City>.

ART CONSULTANT SERVICES

For the purposes of this RFSQ, an Art Consultant is an organization, team, or individual working as a professional administrator of the arts, who demonstrates leadership and knowledge in one or more of the following categories: curatorial projects, public programming, community engagement and project management.

CURATORIAL SERVICES

- ❖ Planning and implementation of special research projects;
- ❖ Selection of theme(s) and design of exhibitions;
- ❖ Management and oversight of schedule, budgets and logistics, including: artwork storage, transportation, installation;
- ❖ Development or set up of exhibition materials and documentation;

- ❖ Creation of communication plans for exhibitions and related events;
- ❖ Design, production, and facilitation of panels, special events, tours, and workshops; and,
- ❖ Management and oversight of artwork purchases including: schedule, budget, artworks selection process, artist's contracts, transportation and installation of artworks.

PUBLIC PROGRAMMING AND COMMUNITY ENGAGEMENT SERVICES

- ❖ Work collaboratively with community stakeholders, City departments, artists, Cultural Affairs Commission;
- ❖ Develop programs that are in line with communities' needs and resources;
- ❖ Development, management, and production of public programming and community engagement activities; and,
- ❖ Establishment of plans, including long-range strategic planning, oversight of program schedules, budgets, in coordination with the Cultural Affairs Division.

PROJECT MANAGEMENT SERVICES

- ❖ Design and facilitation of artist selection process;
- ❖ Management of community outreach and facilitation of community engagement;
- ❖ Oversight of artwork design development;
- ❖ Review of construction documents and specifications, and assurance of artwork inclusion in construction documents;
- ❖ Coordination with art conservators on the development of art conservator reviews and/or treatment proposals;
- ❖ Facilitation of necessary permits, approvals, and insurance compliance;
- ❖ Negotiation and monitoring of artist's contracts, including development of detailed scopes of work;
- ❖ Development and oversight of all components of the project and artist budgets;
- ❖ Expedition of communication between all project partners, including the artist and City departments, architectural firms, and community members;
- ❖ Oversight of artwork fabrication and assurance that all components of fabrication, including but not limited to, materials, scale, dimensions, production/fabrication, progress, and overall quality control align with the installation site;
- ❖ Supervision and accountability of installation plan including, but not limited to, site research, coordination of site preparation, storage, and installation;
- ❖ Maintenance of accurate schedules and awareness of forecastable changes;
- ❖ Management of professional documentation of artwork;
- ❖ Administration of professional creation, delivery, and installation of plaque(s);
- ❖ Delivery of project close out documentation package which may include, but not limited to, maintenance plans, artist statement briefs, art project statement, indirect hire forms;
- ❖ Coordination of PR and marketing for project or artist at each completed milestone; and,
- ❖ Management of and compliance with state and county compliance codes.

MINIMUM QUALIFICATIONS

Interested and qualified Art Consultants that meet the minimum qualifications as specified below are invited to apply:

- ❖ At least 4 years of experience providing successful management of one or more of the service categories outlined in Art Consultant Services; and,
- ❖ Based in or has offices in the Greater Los Angeles area, which includes Los Angeles County, Orange County, San Bernardino County, Riverside County, and Ventura County.

Art Consultants on the current Prequalified List will remain eligible and will not need to re-apply.

COMPENSATION

Consultant compensation will vary based on the overall project budget and scope of work for each opportunity.

QUALIFICATION SUBMISSION REQUIREMENTS

Please submit as ONE MERGED PDF document that includes the following:

- 1) Current resume, curriculum vitae, or written summary of qualifications. Listing of previous projects, experience, education, credentials, etc.
- 2) Work samples. Up to ten (10) images of relevant samples of art projects and/or art services managed. Work samples should include date of completion, project budget, artist(s), client/agency, location (site name), and a brief description of the project.
- 3) Qualifications Questionnaire. Respond to the following questions through written answer:
 - 3a) Briefly describe your experience managing art projects and/or providing arts services in public spaces, indicating in what capacity. (1000 words maximum)
 - 3b) Briefly describe your experience, if any, serving and providing, or your plan to serve and provide, equitable services within communities of diverse backgrounds. (1000 words maximum)

SUBMISSION DEADLINE

Email submission must be sent at or before 5:00 p.m., Pacific Standard Time (PST) on January 31, 2025, to Cultural Affairs Analyst Sam Lee: sam.lee@culvercity.org. Any materials received after the dates and times specified above may be considered in subsequent evaluations.

SELECTION CRITERIA AND PROCESS

Selection Criteria. Submissions will be reviewed by the Cultural Affairs staff and subject matter experts as applicable and will be scored using the following criteria (up to 100 points):

- ❖ Portfolio/Work Sample Review: Demonstration of project oversight that is in line with experience. (up to 35 points or 35%)
- ❖ Qualifications Questionnaire Review. (up to 35 points or 35%)
- ❖ Current resume, curriculum vitae, or written summary of qualifications. (up to 30 points or 30%)

Selection Process. Art Consultants who meet both the minimum qualifications and garner the highest scores will be added to a Prequalified List for Art Consultant Services.

ADDITIONAL INFORMATION

- For questions regarding this RFSQ, please contact Sam Lee, Cultural Affairs Analyst at sam.lee@culvercity.org or 310-253-6001. E-mail requests should include the subject line: *Art Consultants RFSQ Clarification*.
- The City of Culver City is committed to diversity, equity, inclusion, and access. All consultants, including but not limited to those that provide access and mentorship for underrepresented conservator and emerging conservators in their work plan, are welcome to apply.
- If applicants are applying as a team or firm, the team members or firm staff must be declared at the time of application in the letter of interest.
- Placement on the Prequalified List does not constitute an offer to contract or promise for remuneration or recognition and does not guarantee any minimum amount of business.
- The Cultural Affairs Division reserves the right to accept or reject any and all responses received, or initiate contracts through another process.
- All individuals or organizations that submit materials for review will receive confirmation of receipt.
- The information contained and/or any program or event described herein may be changed, amended, modified, canceled, revoked, or abandoned without notice at any time and for any reason in the sole discretion of the Cultural Affairs Division or the City of Culver City.

- Selected applicant(s) are expected to enter into a contract with the City of Culver City will be required to obtain a vendor number and must accept Culver City's Standard Terms and Conditions. (Attachment A – Sample Services Agreement)
- The City of Culver City is committed to fostering a diverse and inclusive workforce. Applicants of all backgrounds are encouraged to apply.

**REQUEST FOR SERVICE QUALIFICATIONS (RFSQ)
ART CONSULTANTS PREQUALIFIED LIST**

ATTACHMENT A – STANDARD SERVICES AGREEMENT

CITY OF CULVER CITY

STANDARD GENERAL 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 hereinafter referred to as "Contractor." City and Contractor individually hereafter each a "Party" and together, the "Parties".

1. CONTRACTOR'S SERVICES. Contractor 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 ("Effective Date") pursuant to Section 29 of this Agreement and shall end upon satisfactory completion of the Scope of Service, as reasonably determined by the City's Public Works Director provided, the indemnification and hold harmless provisions shall survive the termination.
3. PAYMENT FOR SERVICES. City shall pay for the services performed by Contractor pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B." The compensation shall be paid at the time and manner set forth in said Exhibit "B."
4. TIME FOR PERFORMANCE. Contractor shall not perform any work under this Agreement until (a) Contractor furnishes proof of insurance as required under Section 7 of this Agreement; and (b) City gives Contractor a written and signed Notice to Proceed.
5. DESIGNATED REPRESENTATIVE(S). _____ shall be the designated Contractor Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City.

Contractor Representative shall actually perform, or provide immediate supervision of Contractor's performance of, the Scope of Service.

6. INDEMNIFICATION / HOLD HARMLESS CLAUSE. 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 acts, errors or omissions related to this Contract. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage.

Notwithstanding the foregoing, nothing herein shall be construed to require 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, the Contractor shall procure 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 CONTRACTOR STATUS. The Parties intend and agree that at all times during the performance of services under this Agreement, Contractor and its employees who provide services to the City are independent contractors and are not agents or employees of the City. As such, Contractor 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. Contractor and its employees customarily and regularly exercise discretion and independent judgment in the performance of the Services. Contractor 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, Contractor 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. Contractor 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 Contractor other than as provided herein. Contractor 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 Contractor or its employees to the independent contractor relationship with the City. Contractor agrees that Contractor 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 Contractor 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 Contractor for current services is within the current budget and within an available, unexhausted, and unencumbered appropriation of City. In the event City has not appropriated sufficient funds for payment of Contractor services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.
10. ASSIGNMENT. This Agreement is for the specific services with Contractor as set forth herein. Any attempt by Contractor to assign the benefits or burdens of this Agreement without written approval of City shall be prohibited and shall be null and void; except that Contractor may assign payments due under this Agreement to a financial institution.
11. RECORDS AND INSPECTIONS. Contractor shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities. Contractor shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.
12. OWNERSHIP OF CONTRACTOR'S WORK PRODUCT. City shall be the owner of any and all computations, plans, correspondence and/or other pertinent data, information, documents, and computer media, including disks and other materials gathered or prepared by Contractor in performance of this Agreement, or at any earlier or later time when the same may be requested by City. Such work product shall be transmitted to City within ten (10) days after a written request therefor. Contractor may retain copies of such products. All written documents shall be provided to City in digital and in hard copy form.
13. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery, facsimile, overnight delivery, or by U.S. Mail. All written notices or correspondence sent pursuant to this paragraph will be deemed given to a Party on whichever date occurs first; the date of personal delivery; the date of transmission, if sent by email or 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: Attention: _____
 Title: _____
 City of Culver City
 9770 Culver Boulevard
 Culver City, CA 90232-0507

To Contractor: _____

14. TAXPAYER IDENTIFICATION NUMBER. Contractor 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. Contractor, 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. Contractor shall perform all work in accordance with all applicable laws, codes, regulations, and policies required by all authorities having jurisdiction over Contractor related to and in the performance of Contractor's Services.
17. PREVAILING WAGE AND OTHER LABOR CODE REQUIREMENTS.
 - (a) Public Work. The Parties acknowledge that if the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720, this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by state law and DIR regulations.
 - (b) Registration with DIR. Pursuant to Labor Code Section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement. Contractor shall notify the City in writing immediately, and in no case more than 24 hours,

after receiving any information that Contractor's or any of its Subcontractors' DIR registration status has been suspended, revoked, expired, or otherwise changed.

(c) **Prevailing Wages.** Contractor shall pay prevailing wages as required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 et seq.), then Contractor shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(d) **Penalty for Failure to Pay Prevailing Wages.** Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) **Payroll Records.** Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) **Apprentices.** Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) **Eight-Hour Work Day.** Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Sections 1810 and 1811. As required under Labor Code Section 1812, Contractor and each of its subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the work performed under

the terms of this Agreement. Failure to comply with these sections of the Labor Code will subject the Contractor to penalty and forfeiture provisions of the Labor Code Section 1813.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit \$25 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1.5 times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

18. NON-DISCRIMINATION REQUIREMENTS. During the performance of this Agreement, Contractor 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.

19. RIGHT TO UTILIZE OTHERS. City reserves the right to utilize others to perform work similar to the services provided hereunder.
20. 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.
21. 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.
22. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Contractor shall be construed to be both a covenant and a condition.
23. 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.
24. EFFECT OF TERMINATION. Upon termination as stated in Section 23 of this Agreement, City shall be liable to Contractor only for work satisfactorily performed by Contractor up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Contractor need be compensated only to the extent required by law.
25. 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.
26. 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.
27. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement between City and Contractor 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.

28. 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.
29. EFFECTIVE DATE. The Effective Date of this Agreement is the date it is signed on behalf of City.
30. 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.
31. 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.

COMPANY NAME

Dated:_____

By_____

Name
Title

CITY OF CULVER CITY, CALIFORNIA

Dated:_____

By_____

John Nachbar
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Department Director

Heather Baker
City Attorney

EXHIBIT A
CITY OF CULVER CITY
STANDARD GENERAL SERVICES AGREEMENT

WITH: _____

FOR: _____

SCOPE OF SERVICE

Contractor shall perform the following services below.

EXHIBIT B

CITY OF CULVER CITY

STANDARD GENERAL SERVICES AGREEMENT

WITH: _____

FOR: _____

SCHEDULE OF COMPENSATION

1. METHOD OF PAYMENT. Payment for all work performed by Contractor pursuant to the terms of this Agreement shall be made as set forth in Contractor's Revised Proposal titled _____, "attached as Exhibit ____..
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 Contractor) Contractor shall submit an invoice to the City at the following address:

City of Culver City
Attention: _____
9770 Culver Boulevard
Culver City, CA 90232

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

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

EXHIBIT C
CITY OF CULVER CITY
STANDARD GENERAL SERVICES AGREEMENT

WITH: _____

FOR: _____

INSURANCE REQUIREMENTS

A. Policy Requirements.

Contractor shall submit duly executed certificates of insurance by companies licensed to do business in the State of California, with a current A.M. Best's rating of no less than -A:VIII (unless otherwise acceptable to the City), for the following policies:

1. *Commercial General Liability.* An occurrence based Commercial General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of \$3,000,000 each occurrence, with not less than \$6,000,000 in annual aggregate coverage.

The CGL Policy shall have the following requirements:

- a. *General Requirements.* 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. *Automobile Liability.* The policy shall provide Automobile Liability, ISO Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits of no less than \$1,000,000.00 per accident for bodily injury and property damage. Automobile liability coverage may be satisfied with a stand- alone policy or as a component of the CGL policy;
- c. *Contractual Liability.* The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law, Contractor's obligation to indemnify the Indemnitees as required under this Agreement. 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;

- d. *Ongoing Operations.* The Policy shall include coverage for Ongoing Operations Endorsement, ISO Form CG2010; and
 - e. *Additional Insured.* The City of Culver City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used). Endorsement required.
 - f. *Severability of Interests (Cross-Liability).* A severability of interest provision must apply for all the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.
 - g. *Modification to Aggregate.* 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. *Cyber Liability Insurance.* If Contractor is collecting Personal Information (i.e., information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household), then Contractor shall, throughout the term of the Agreement and for five years following the termination or expiration of the Agreement, maintain cyber/network privacy insurance. Such policy shall provide coverage for disclosures and/or breaches of data containing Personal Information arising out of or relating to Contractor's Services. Such policy shall also include coverage for claims involving, but not limited to, security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information, and costs associated with restoring lost or damaged data, sending breach notifications to affected individuals, public relations expenses, credit monitoring expenses, fines and penalties. Such policy shall not contain exclusions for the acts or omissions of either Contractor or City or their respective employees, agents, subcontractors, or volunteers, whether intentional or unintentional, resulting in or relating to any breach or unauthorized disclosure of Personal Information not expressly permitted under this Agreement.

3. *Workers' Compensation Insurance.* If the Agreement will have Contractor employees working within the City limits, Contractor 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.) Contractor 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 Contractor 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. *Certificates of Insurance.* Evidence of insurance shall be supplied on a standard ACORD Certificate of Insurance form. All insurance requirements must be indicated on said form.

2. *Umbrella or Excess Policy.* Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

3. *Verification of Coverage.* Contractor shall furnish City with original certificates, and all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. A statement on an insurance certificate will not be accepted in lieu of the actual endorsements required herein. Each insurance certificate shall specifically identify this Agreement. All certificates and endorsements are to be received by City and approved by the Risk Manager and City Attorney before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement at any time.

4. *Subcontractors.* Contractor shall require and verify that all its

subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

5. *Primary Coverage and Non-Contributory.* For any claims related to this Agreement, Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Culver City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

6. *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

7. *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of Contractor may acquire against City by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

8. *Claims Made Policies.* If any of the required policies provide coverage on a claims-made basis:

- a. The retroactive date must be shown and must be before the date of this Agreement or the beginning of the Scope of Work set forth in this Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Scope of Work set forth in this Agreement.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Scope of Work set forth in this Agreement.

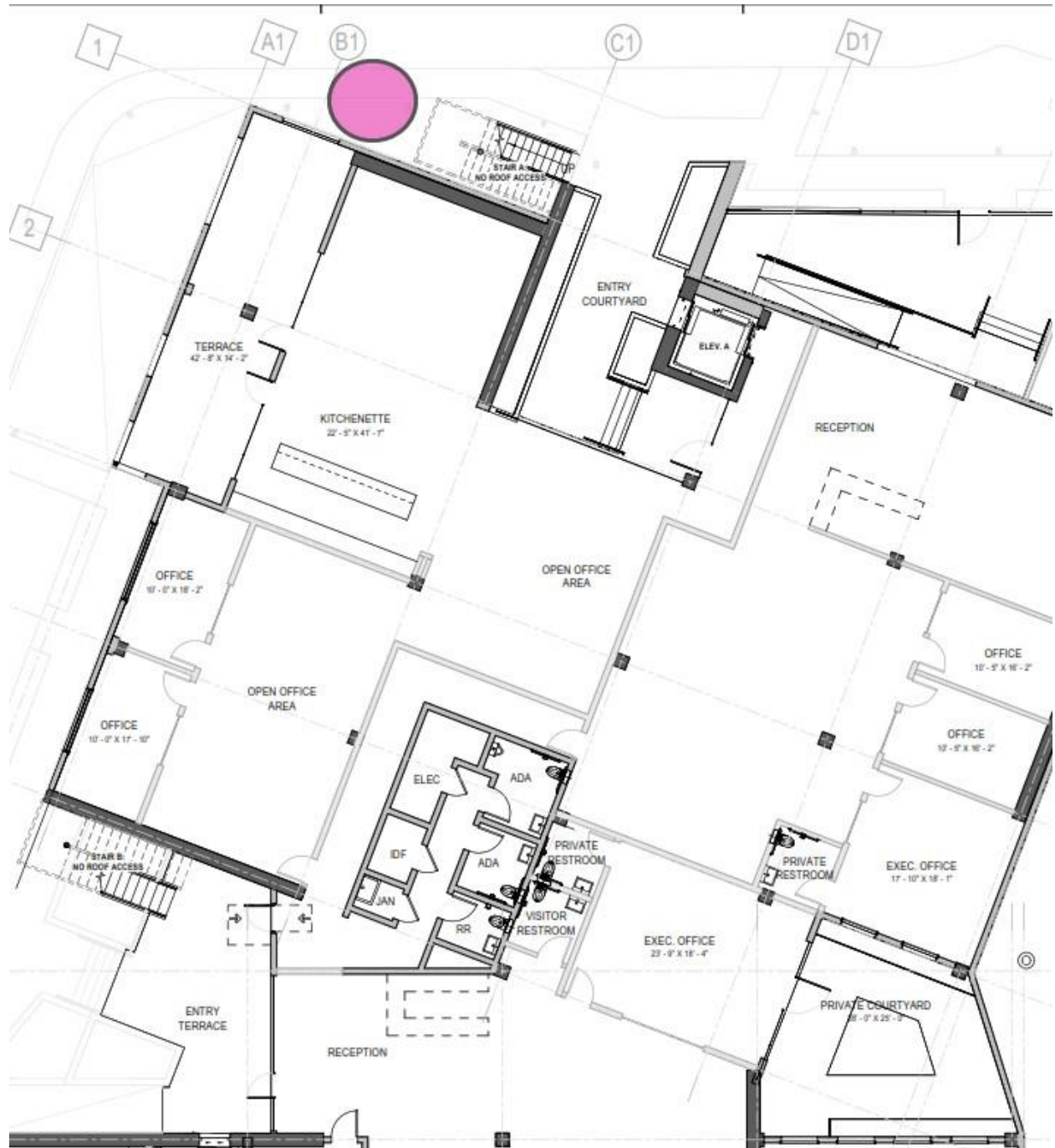
9. *Timely Notice of Claims.* Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve

coverage under any of the required liability policies.

10. *Notice of Cancellation/Change in Coverage.* Contractor 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 this Agreement, or a minimum of ten (10) days' notice for cancellation due to non-payment.

11. *City Remedies for Non-Compliance.* If Contractor or any of its subcontractors fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this agreement, or to suspend Contractor's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Contractor or reimbursed by Contractor upon demand.

12. *Special Risks or Circumstances.* City reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



Architectural drawing for a development, Culver City (2024)