

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR ON-CALL GRANT WRITING AND PUBLIC OUTREACH SERVICES**



**CITY OF ANAHEIM
Public Works Department
200 S. Anaheim Boulevard
Anaheim, CA 92805**

David K. Mori, Esq., P.E.
Design Services Manager

Approved for Release:

Carlos Castellanos, P.E.
City Engineer
Public Works Department

KEY RFQ DATES (Subject to change at discretion of City):

Issue Date:	Tuesday, February 6, 2024
Deadline for Requests for Information:	Tuesday, February 27, 2024
Qualifications Due Date:	Friday, March 8, 2024 at 4:00 p.m.
Qualification Reviews (week of):	Monday, March 11, 2024
City Council Approval of Agreement:	Tuesday, June 11, 2024
Agreement Effective Date:	Monday, July 1, 2024



REQUEST FOR QUALIFICATIONS

NOTICE IS HEREBY GIVEN that Statements of Qualifications (SOQ) will be received from firms for **On-Call Grant Writing and Public Outreach Services**.

Responses to this Request for Qualifications (RFQ) will be accepted until **Friday, March 8, 2024 at 4:00 p.m.** Qualifications received after this date/time will not be considered. It is the responsibility of the Consultant to ensure that any qualifications submitted have sufficient time to be received by the City of Anaheim prior to this due date and time.

SOQs shall be enclosed in a sealed envelope and marked clearly with following information, formatted as follows:

“SEALED QUALIFICATIONS FOR ON-CALL GRANT WRITING
AND PUBLIC OUTREACH SERVICES
IN THE CITY OF ANAHEIM
DO NOT OPEN WITH REGULAR MAIL.”

City of Anaheim
Attn.: David K. Mori, Esq., P.E.
Engineering Manager
Public Works Department
200 S. Anaheim Blvd; MS #276
Anaheim, CA 92805

SOQs shall be mailed, hand delivered, or sent by courier service.

SOQs shall NOT be sent via telegraphic, electronic or facsimile.

Electronic SOQs shall also be uploaded and submitted on PlanetBids.

All notifications, updates and addenda will be available online and can be accessed on the PlanetBids page at:

<https://pbsystem.planetbids.com/portal/14424/bo/bo-detail/113988>

Consultants shall be responsible for registering on PlanetBids to obtain information regarding this solicitation. Failure to respond to required addenda will result in a determination of a nonresponsive submittal.



**CITY OF ANAHEIM
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**CITY OF ANAHEIM
REQUEST FOR QUALIFICATIONS (RFQ)**

FOR ON-CALL GRANT WRITING AND PUBLIC OUTREACH SERVICES

I. GENERAL

Nature of Work:

The City of Anaheim is seeking qualified consulting firms to provide Grant Writing and Public Outreach Services on an “on-call” as required basis as described in the Scopes of Work. The response to this solicitation will be in the form of a Statement of Qualifications (SOQ) for each of the following categories: Grant Writing and Public Outreach Services. A detailed Scope of Work for each category is included in Appendix 1 of this RFQ.

Number of Proposals and Signature:

Five (5) hard copies of your SOQ and one (1) digital file uploaded and submitted on PlanetBids of your SOQ shall be provided for each category interested in selection for “on-call” work. The SOQ shall be signed by a company official with the power to bind the company and submitted to the City of Anaheim.

Please provide a digital file (PDF) on a USB Flash Drive (or equivalent) of a sample of approved work your firm has previously prepared for a project in the desired category of work.

Prevailing Wages:

In accordance with the Federal Davis-Bacon Act and the California State Labor Code, prevailing wage rates apply. Copies of the prevailing rate of per diem wages are on file with the City and shall be made available to any interested party on request.

II. SOQ TERMS AND CONDITIONS

By submitting a SOQ, the Consultant acknowledges that it has thoroughly examined and accepts the Terms and Conditions of this RFQ as described below:

- A. EXAMINATION: The Consultant represents that it has thoroughly examined and become familiar with the services and responsibilities required of this RFQ and that it is capable of effectively and efficiently performing quality work to achieve the City’s objectives. Any attachments referenced herein or any interpretations, clarifications or amendments subsequently posted in the relation to this RFQ are fully incorporated.
- B. EXECUTION OF AGREEMENT: The City and the selected Consultants will enter into an “on-call” as required basis Agreement similar to the Sample Agreement in Appendix 2. If a Consultant is unwilling or unable to execute an Agreement within thirty (30) days after

being notified of selection under this RFQ, the City reserves the right to reject the SOQ.

- C. **TERM AND LIMITS:** The performance period shall be 3 years with 2 optional extensions for 1 year per extension for a total contract period of 5 years. The total limits shall not exceed \$250,000 per Task Order/Work Order with a total not to exceed of \$500,000 per contract year.
- D. **VALIDITY:** Services and warranties indicated in the Consultant's SOQ must be valid for a period of 150 days after the submission of the SOQ.
- E. **PRE-CONTRACTUAL EXPENSES:** The City shall not, in any event, be liable for any pre-contractual expenses incurred by Consultants in the preparation of its SOQ.
- F. **JOINT OFFERS/SUBCONSULTANTS:** Where two or more Consultants desire to submit a single SOQ in response to this RFQ, they should do so on a Prime-Subconsultant basis. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Should the use of Subconsultants be offered, the Prime Consultant shall provide the same assurances of competence for the Subconsultant plus the demonstrated ability to manage and supervise the subcontracted work. Subconsultants shall not be allowed to further subcontract with others for work under the Agreement. The provisions of the Agreement shall apply to all Subconsultants in the same manner as the Prime Consultant.

III. INSTRUCTIONS TO CONSULTANTS

A. CONSULTANT RESPONSIBILITIES

Point of Contact: The selected Consultants will assume responsibility for all services in its SOQ. The selected Consultants shall identify a sole point of contact with the greatest knowledge in regard to the required service operations and contractual matters resulting from the Agreement.

The Consultants are expected to establish and maintain a close working relationship with City staff throughout the project.

The selected Consultants shall maintain the same Project Manager for the duration of the Agreement. In the event the authorized Project Manager terminates employment, the Consultant shall make a demonstrated and concentrated effort to maintain the Project Manager in the key managerial position, unless extreme conditions prohibit continuance. Any substitution of the Project Manager will require written City approval. The Consultant shall perform not less than 50% (contract amount) of the work with its own work force.

B. REQUEST FOR INFORMATION OR CLARIFICATION

All questions or requested clarifications shall be made in writing via the PlanetBids Portal. The Consultants are prohibited from communicating with any City representative/employee/official/consultant/staff other than via the PlanetBids Portal. Only questions and answers responded to on PlanetBids or any addendums issued on PlanetBids as an addendum will be a part of this RFQ solicitation. Consultants may submit written questions concerning this RFQ on PlanetBids per the Key RFQ Dates on the title page. Questions received after the stated deadline will not be answered.

C. ADDENDA

Any changes in the RFQ from the date of release to the due date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on the PlanetBids website.

D. LICENSES & PERMITS

The selected Consultants shall be required to obtain a City of Anaheim Business license within ten (10) business days of selection and must provide a copy to the City Project Manager or designee prior to commencing any work in Anaheim.

E. INSURANCE

The selected Consultants shall be required to obtain and submit insurance coverage and provide indemnification and hold harmless provisions in favor of the City of Anaheim as described in Appendix 3 for the term of the Agreement.

F. CITY RIGHT TO WITHDRAW OR REJECT

The City reserves the right to withdraw this RFQ or reject any or all submitted SOQs when such rejection is in the interest of the City to reject the SOQ of the Consultant who has not met the prerequisites of the RFQ, who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the SOQ of the Consultant who is, in the opinion of City, in a position unable to perform. The City also reserves the right to waive any information and technicalities in the RFQ. All costs incurred in the preparation of the SOQ, in the submission of additional information and/or in any other aspect of a SOQ prior to the award of a written contract will be borne by the Consultant. The City will only provide the staff assistance and documentation specifically referred to herein, and will not be responsible for any other cost or obligation that may be incurred by the Consultant. All SOQs submitted to the City shall become the property of the City of Anaheim.

IV. SUBMITTAL REQUIREMENTS

A. GENERAL

1. Number of Copies and signature: Refer to Section I: General. **A separate and complete SOQ submittal is required for each proposal category.**
2. Deadline: Proposals are due to the City of Anaheim, at the date, time, and location set forth above in the Notice Inviting Proposals and Key RFP Dates.

B. CONTENTS

All SOQs shall be limited to a MAXIMUM of 25 pages, including appendices, pictures, tables, organization chart, resource allocation table and resumes but excluding front and back covers, required forms, section dividers, addendum acknowledgements, Designation of Subcontractor Form, and Conflict of Interest Form. The SOQ shall be on single-sided Letter sheets (8.5"x11"). Font size shall be minimum 11-point Arial.

1. STATEMENT OF QUALIFICATIONS

The Statement of Qualifications shall include the following in the order below:

- a. Cover Letter: SOQs shall include a letter signed by a principal or authorized representative who can make legally binding commitments for the entity. Include the category the SOQ is being submitted for consideration. Include address, telephone, email address, and type of business entity.
- b. Agreement Statement: SOQs shall include a statement outlining your concurrence or concerns with any and all provisions as contained in the standard agreement in Appendix 2.
- c. Firm and Team Experience: SOQs shall include a profile of the firm's experience. Include resumes of project team/sub-consultants that outline their engineering and project management experience. At a minimum, this should include the project manager/principal agent, associates in charge when project manager/principal agent is unavailable, key personnel, firm size, and an organization chart identifying only those who will perform work for the proposed work. The project manager/principal agent shall be the primary contact person to represent your firm. Provide a demonstrated record of success by the Consultant on work previously performed for the City, other municipalities, or other enterprises.
- d. Understanding of Need: SOQs shall include an outline which demonstrates the firm's understanding of the scope of work. This outline shall include an anticipated approach, tasks necessary for successful completion, and suggestions or special concerns that the City should be made aware of. The SOQ must articulate a thorough understanding of the design process, State and Federal requirements, and all other professional tasks required to successfully complete an engineered bid package with plans, specifications, and estimates for City projects.
- e. Relevant Project Experience: SOQs shall include a list of projects which your firm or personnel have completed within the last 5 years, including significant work with public agencies. Project information should include project description, year completed, and client name, along with a person to contact, a telephone number, and email address.
- f. Project Controls: Describe your firm's ability to control costs and provide accurate and timely invoices through internal control measures; to monitor and stay within budget; to monitor schedules and review times and describe the techniques used to complete projects within the proposed time frames. Provide a description of your firm's QA/QC process/procedures and explain how it will ensure quality work and an on-time product delivery.

2. SCOPE OF SERVICES & SCHEDULE

The SOQ shall detail typical work phases to be completed, the tasks to be accomplished and the deliverables to be provided in order to satisfy the Scope of Work in Appendix 1. Consultants may itemize those additional services which are further required but are not noted in this RFQ as requirements. Consultants shall title this section as ADDITIONAL SERVICES.

In addition, provide a sample detailed schedule using the typical project milestones in the grant writing process, or public outreach services, depending on the category you are submitting. The detailed schedule shall identify all pertinent tasks, time required to complete each task, milestones, time for City review (use 15 calendar days for each review), time for revising drafts, and an estimated completion date to complete the process.

3. FEE SCHEDULE:

The Consultant shall include the firm's and sub-consultants Standard Hourly Fee Schedule including any reimbursable expenses with the SOQ.

a. Work Performed as an "on-call" Consultant via Task Order/Work Order:

For project specific RFPs solicited to Consultants selected to be on the City's "on-call" list, a time and materials basis Fixed Fee not-to-exceed amount including reimbursable expenses of total fees will be requested. The proposal costs must be summarized by task, the services to be provided by the Consultant, the product of each task and the cost for each task. A list of fees and expenses, including all incidental printing, photocopying and miscellaneous costs estimated to be accrued during the life of the contract must be provided in the reimbursable costs. **A complete Work Breakdown Structure (WBS) shall also be provided and used to monitor monthly progress payments.** The schedule of fees will remain in effect for the duration of the project. The selected Consultants will work with the City to come up with a Work Breakdown Structure that fits each project's needs.

All work is to be invoiced to the City in accordance with this proposal and the Agreement for Consultant Services. The City will make payments no more than once monthly on approved invoices up to the negotiated fee. Consultant invoices shall include the list of tasks and subtasks (Work Breakdown Structure) corresponding to the same format as the cost summary submitted with the proposal, number of hours and dates worked, name and title of person. The invoice shall be reviewed and signed by the Consultant Project Manager certifying its accuracy. The amount invoiced shall not exceed the amount shown on the Cost Summary, and Work Breakdown Structure for each phase of work. Consultant shall not proceed with any additional scope items without an approved addendum executed by the City. If the work is behind schedule or not on budget, a recovery plan shall also be submitted with the invoice describing how the work will be put back on budget/schedule by the next monthly invoice or sooner. Consultant payments are contingent upon Consultant submitting weekly project status report/schedule/WBS forms before each payment request. Invoicing shall also be consistent and commensurate with the percentage of work complete.

4. DEPARTMENT OF INDUSTRIAL RELATIONS (IF APPLICABLE):

Project work will be subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Designation of Subcontractors form (Appendix 5) shall be submitted in the SOQ if Contractor work will be performed in the associated category.

No Contractor or Subcontractor may be listed on a proposal for a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

No Contractor or Subcontractor may be awarded a contract for public works on a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Designation of Subcontractors' form attached with this RFQ shall be completed and submitted with the SOQ. Failure to submit shall be deemed non-responsive and may be just cause for the rejection of the SOQ.

'Contractor or Subcontractor' means a firm, corporation, partnership, or association who will be substantially responsible or will engage in the performance of any contract for public works project, subject to labor compliance program as determined by the Department of Industrial Relations.

V. SOQ REVIEW (CONSULTANT SELECTION)

The SOQ submitted by the Consultant shall include all required items listed in the RFQ with respect to the service categories that you choose to submit on as specifically required in the information to be included in the SOQ.

The SOQ submitted by the Consultant is not to have any exclusions, conditions or provisions applied to the agreement, insurance or procedures.

An internal Review Board selected by the City will review the SOQs received. The final ranking of the consultants will be based upon qualifications evaluated from the criteria below. A short list of qualified firm may be asked to participate in oral interviews. If staff determines that an interview is not necessary, the total points possible would be 100.

A. EVALUATION, RATING, AND SELECTION

Criteria	Max Points
Ability of the Consultant to perform the specific tasks outlined in the RFQ	25
Qualifications of key individuals assigned to their team	15
Amount and quality of time that the key personnel will be involved in their respective portions of the project	15
Reasonableness of the fee schedule	15
Demonstrated record of success by the Consultant on work previously performed	15

The specific method and techniques to be employed by the consultant on the project or problem.	15
Interview (if necessary)	10
Total	110

Upon completion of the qualifications-based evaluation and ranking of SOQs, the City anticipates it will select the top 3 to 15 Consulting firms in each category to be on the City’s “on-call” as required list of consultants for Grant Writing and Public Outreach services.

VI. AWARD OF AGREEMENT

A. CONTRACT AWARD

Following the evaluation and selection by the Review Board, the Public Works Director will recommend award of an agreement executed by the Consultants to the City Council.

B. EXECUTION OF AGREEMENT

A Sample Standard Agreement is included as Appendix 2. The terms of the agreement will begin on July 1, 2024 after the Agreement is fully executed and all required insurance documents have been received and approved.

VII. IMPLEMENTATION

A. REQUEST FOR WORK ORDER PROPOSAL (RFWOP)

When work under this “On-call” Agreement is required, the City will issue a Request for Work Order Proposal (RFWOP), in writing or electronically, for a specific service category or multiple categories, or open a RFWOP to all prequalified consultants regardless of the service category. For any work with an anticipated fee:

- Under \$50,000, the City may send in writing or electronically, a RFWOP to only one (1) prequalified consultant.
- Between \$50,000 to \$150,000 the City will send in writing or electronically, a RFWOP to at least three (3) prequalified consultants.
- Between \$150,000 to \$250,000 the City will send in writing or electronically, a RFWOP to at least five (5) prequalified consultants.

The RFWOP will include a scope of work, completion schedule, and other data or requirements specific to the work. Invited firm(s) interested in performing the work shall submit a sealed Work Order Proposal indicating a fee (in a separate sealed envelope), proposed staff, completion schedules, and other information requested. The Work Order Proposal will be evaluated on the same criteria mentioned above with two additional criteria as follows:

1. Reasonableness of the fee.
2. The Quality Assurance/Quality Control Program

The selected firm will be issued a Notice to Proceed (Notice) and will be expected to complete the work within the time period specified in the Notice. All work shall be planned, executed, and completed in accordance with the Notice, the consultant's Work Order Proposal, the RFWOP, and requirements contained in the Agreement.

The Work Order Proposals will be evaluated by a Review Board and the most qualified Consultant will be issued a Work Order/Task Order to perform the work. A kick-off meeting will be held after the Task Order/Work Order NTP is issued. The Consultant and its team will then meet with City of Anaheim staff to conduct introductions, discuss the scope of services, and the implementation process.

VIII. COMPENSATION

The method of payment shall be primarily at a time and materials basis Fixed Fee not-to-exceed amount.

IX. CONTRACT CHANGES

Any change in the scope of work resulting in a contract increase or decrease in fee shall be approved by the City Engineer prior to the commencement of the actual change in work. No fee adjustment will be allowed unless said prior approval is authorized by the City Engineer.

X. PUBLIC RECORDS

All responses to the RFQ shall become property of the City and SOQs will become public record after award of the agreement.

SCOPE OF WORK**GRANT WRITING****GENERAL INTRODUCTION**

The City of Anaheim is requesting proposals for qualifications from Consultants to provide grant research, writing, submittal, and management services. The Agreement will be with consultant firms that can provide the following services, as necessary but not limited to:

- Funding Needs Analysis/Strategic Outreach
- Grant Funding Research
- Grant Proposal Development and Submittal
- Legislative Advocacy
- Reporting and Management

1. FUNDING NEEDS ANALYSIS/STRATEGIC OUTREACH

Work with City staff to review grant needs identified by City departments; assess the validity of current funding priority areas; identify changes in funding priority areas and identify new priority areas for funding/grant proposals based on funding viability. Assist City staff in providing strategic outreach to relevant agency staff in determining how to competitively structure the City's funding request.

2. GRANT FUNDING RESEARCH

Consultant shall conduct research to actively assist in identifying grant resources including, but not limited to: federal, state, foundation, agencies and organizations that support the City's funding needs and priorities including but not limited to the following areas: road improvements; water quality and other environmental initiatives; community/economic development; health and human services; housing programs; infrastructure development and maintenance; technology; parks, recreation and trail development. Research shall include understanding all grant program eligibility information, application submittal requirements, grant portal system requirements, and all specific process details for each grant application.

Provide the City with summaries of potential funding opportunities related to priority areas. Summaries should include, but not be limited to, name of agency, due dates for applications, eligibility, a brief program summary, and the level of funding available. In addition, when requested, provide summaries of potential grants and financing resources including, but not limited to, name of agency, due dates for applications, eligibility, a brief program summary, and the level of funding available.

In addition to the areas defined above, other areas may also be identified through the funding needs analysis process and throughout the duration of the contract. The Scope of Work may also include researching grant opportunities identified by the City.

3. **GRANT PROPOSAL DEVELOPMENT AND SUBMITTAL**

The Consultant shall ensure that applications are competitive and responsive to the screening and scoring criteria of a given grant program by obtaining a full understanding of both the grant program and the project or program for which the application is being prepared. Grant proposal writing services associated with the completion of grant applications on behalf of the City include, but not limited to:

- Review grant application guidelines and prepare a timeline and chart of tasks for grant submission.
- Preparation of funding abstracts, production and submittal of applications to funding sources.
- Provide ongoing technical review of grant applications prepared and submitted by staff when requested.
- Communicate to the City if a project has sufficient background data to assemble a complete and competitive application. The Consultant shall identify missing project data and how best it may be produced to meet application requirements and evaluation criteria.
- Ensuring that letters of support and other required certifications or documents are submitted with the grant as described in the grant guidelines.
- Completing tasks (including but not limited to reports and budgets) for post award administration and accountability in accordance with the grant timeline.
- A copy of each grant application package submitted for funding, in its entirety, is to be provided to the City.

4. **LEGISLATIVE ADVOCACY**

The Consultant shall provide legislative advocacy services on behalf of City by contacting legislators and legislative staff to promote the City's message and needs.

5. **REPORTING AND MANAGEMENT**

The Consultant shall set-up an electronic file sharing program, track milestones and deadlines, and keep documents organized for the City to access. The Consultant shall prepare and submit monthly reports to the City summarizing the amount of time expended; describe activities undertaken during the previous month and status of those activities.

Reporting requirements for awarded Grants – Consultant shall provide reports and monitoring for Federal, State, and Local Obligations, Example: E-76 approvals and California Transportation Commission (CTC) submittals, semi-annual invoicing for Federal projects, etc.

Throughout the period of the grant application development, lead staff from the Consultant team shall coordinate and facilitate kick-off and status meetings with the City to review the status of grant application preparation. At the kick-off meeting, the Consultant will represent, if applicable, grant program guidelines, application approach, candidate projects, a detailed work plan and schedule, application templates and a draft application checklist. The checklist shall identify parties responsible (i.e. City staff, Consultant, Subconsultants, etc.) for completing or addressing checklist items.

SCOPE OF WORK

PUBLIC OUTREACH**GENERAL INTRODUCTION**

The City of Anaheim is requesting proposals for qualifications from media/public relations firms or other consultants with the necessary expertise to plan and execute a comprehensive media and public outreach campaign to promote awareness and build support for capital improvement projects for the Public Works Department. The Agreement will be with a consultant firms that can provide the following services, as necessary but not limited to:

- Project Management and Administration;
- Public Meetings;
- Outreach Plans;
- Marketing Material and Graphic Development;
- Photo and Video Simulations;
- Print/Distribution of Publications;
- Data Collection

1. PUBLIC MEETINGS

The Consultant shall schedule, coordinate, and conduct typical public meetings. These meetings shall include but not be limited to coordination of a location to conduct the meetings, provide a Spanish translator (including wireless headsets), refreshments, signage, project display boards, and fact sheet notices. When deem necessary for complex projects, the Consultant shall also schedule and coordinate public meetings involving the City's elected public officials, other agencies/or organizations.

For the public meetings, the Consultant shall:

- Provide staff or coordinate with the venue for the set up and breakdown;
- Provide staff for greeting and registration/sign-in of the public;
- Present the project to the public at the meeting;
- Prepare meeting minutes for the community meeting;
- Prepare and/or provide any necessary pamphlets or informational brochures;
- Coordinate with City staff to respond to all questions received from the public at the meeting;
- Prepare follow-up written responses to questions received from the public that could not be sufficiently answered at the meeting;
- Prepare all necessary presentation materials to thoroughly inform the public about the project;
- Provide photo and video simulations of the proposed improvements;
- Prepare the Public Notice announcing the meeting to the community, including the use of social media;

2. **OUTREACH PLAN**

The Consultant shall develop a comprehensive public outreach plan that will involve the coordination among the project team and stakeholders. The plan will include, but is not limited to, the following:

- Community messaging program;
- Traditional media campaign including print ads, posters, signs and brochures;
- Digital and social media campaign, including Facebook, Twitter, and web-based communication;
- Develop content for inclusion into the City website

3. **MARKETING MATERIAL AND GRAPHIC DEVELOPMENT**

The Consultant shall be able to create a wide variety of information publications (digital and print) for the projects, including but not limited to the following:

- Bilingual Project Fact Sheet(s) containing description of project limits, description of construction timeline and sequencing, description of project phasing and lane closures, description of the impacts to the local business community, project map, description of project detours, and specific contacts for additional information;
- Public Notice(s) announcing the meeting(s) to the community;
- Develop Frequently Asked Questions (FAQs) handout;
- Develop accompanying social media content throughout project;
- Other materials as recommended (table tents, posters, banners, etc).

4. **PRINT/DISTRIBUTION OF PUBLICATIONS**

The Consultant shall print and distribute publications/notices via mail to project stakeholders. If needed, the Consultant shall coordinate the hand delivery of the publications/notices.

5. **COMMUNITY SURVEY**

The Consultant will prepare surveys as appropriate for the project area considered for the potential recommended projects and ensure the survey is made available in digital and paper formats. The survey hard copies will be distributed, as applicable, to endure outreach to disadvantaged areas. Upon closing of the survey, detailed analysis of the survey results will be delivered by the Consultant to help inform in the decision making process.

A G R E E M E N T

THIS AGREEMENT, dated for purposes of identification only this _____ day of _____, 2024, is made and entered into by and between the

CITY OF ANAHEIM, a municipal corporation, hereinafter referred to as "ANAHEIM,"

A
N
D

_____, a _____, hereinafter referred to as "CONSULTANT."

ANAHEIM and CONSULTANT are sometimes individually referred to herein as "Party and collectively as "Parties."

WITNESSETH

WHEREAS, ANAHEIM is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City of Anaheim; and

WHEREAS, ANAHEIM desires to obtain the services of consulting firm to provide grant research, writing, submittal and management services and media/public relations firms or other consultants with the necessary expertise to plan and execute a comprehensive media and public outreach campaign to promote awareness and build support for capital improvement projects on an as-needed basis to support ANAHEIM'S Public Works Department ("Department") (collectively, the "Services"); and

WHEREAS, ANAHEIM issued a Request for Qualifications on _____ ("Request for Qualifications") to obtain the Services of prequalified consultants; and

WHEREAS, in response to the Request for Qualifications, CONSULTANT submitted qualifications dated _____ ("Qualifications") to provide the Services; and

WHEREAS, ANAHEIM has reviewed the Qualifications from CONSULTANT and has evaluated the previous experience and the expertise of CONSULTANT, and desires to prequalify CONSULTANT to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SERVICES TO BE PROVIDED BY CONSULTANT

1.1 In compliance with all of the terms and conditions of this Agreement, CONSULTANT shall provide to ANAHEIM all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Services when required by ANAHEIM. The Services are more particularly described in the General Scope of Work attached hereto as Exhibit A and incorporated herein by this reference (“General Scope of Work”). In addition to the General Scope of Work, the Services will also be described in a Request for Work Order Proposal (“RFWOP”) and in a Notice to Proceed, as described in Section 1.4. ANAHEIM may elect to delete certain tasks of the General Scope of Work or the RFWOP at its sole discretion. The Services will not be performed by the CONSULTANT until ANAHEIM selects CONSULTANT in accordance with this Section 1. If selected, CONSULTANT shall perform the Services as directed by ANAHEIM and in accordance with the RFWOP, the Notice to Proceed, and this Agreement. By entering into this Agreement, ANAHEIM does not guarantee CONSULTANT that ANAHEIM will select CONSULTANT to provide any Services under this Agreement.

1.2 When the Services are required, ANAHEIM will issue an RFWOP in writing or electronically for the project-specific Services, including a specific scope of work, schedule for completion of the Services, task specifications, name of the Project Administrator, and other data specific to that RFWOP. CONSULTANT shall submit, within the time stated in the RFWOP, a sealed Work Order Proposal (“Work Order Proposal”) indicating the cost, task completion schedule, and other information requested in that RFWOP. CONSULTANT shall

submit an electronic sealed Work Order Proposal when it is required by the RFWOP, and CONSULTANT shall abide by all RFWOP electronic proposal requirements.

1.3 For any RFWOP with an anticipated fee : (i) under \$50,000, ANAHEIM will send, in writing or electronically, the RFWOP to one (1) pre-qualified consultant, which may or may not include CONSULTANT; (ii) of \$50,000 to \$150,000, ANAHEIM will send, in writing or electronically, the RFWOP to up to three (3) pre-qualified consultants, which may or may not include CONSULTANT; (iii) of \$150,000 and up to \$250,00, ANAHEIM will send, in writing or electronically, the RFWOP to up to five (5) pre-qualified consultants, which may or may not include CONSULTANT. ANAHEIM does not give any guarantee to CONSULTANT that ANAHEIM will send such an RFWOP to CONSULTANT at any point during the term of this Agreement. If (a) ANAHEIM sends CONSULTANT an RFWOP and (b) CONSULTANT desires to be considered for the RFWOP, CONSULTANT shall submit, within the time stated in the RFWOP, a sealed Work Order Proposal indicating the cost, task completion schedule, and other information requested in that RFWOP. CONSULTANT shall submit an electronic sealed Work Order Proposal when it is required by the RFWOP, and CONSULTANT shall abide by all RFWOP electronic proposal requirements.

1.4 Selection of a prequalified consultant to complete the Services requested in any RFWOP shall be based on the criteria set forth herein. ANAHEIM will issue a Notice to Proceed (“Notice”) to the successful consultant who has submitted a Work Order Proposal. The Notice and the RFWOP shall constitute the “Work Order”. If CONSULTANT fails to promptly commence work and/or diligently pursue a Work Order as set forth therein, ANAHEIM may elect to terminate the Work Order or this Agreement.

1.5 CONSULTANT acknowledges that ANAHEIM may enter into agreements similar to this Agreement with other consultants. It is understood and agreed that a Work Order will be awarded to the prequalified consultant most qualified in ANAHEIM's opinion to provide services set forth in the RFWOP within the scheduled completion date based upon the following criteria:

- .01 Ability of the consultant to perform the specific tasks outlined in the RFWOP;
- .02 Qualifications of the specific individuals to perform the specific tasks outlined in the RFWOP;
- .03 Amount and quality of time key personnel will be involved in their respective portions of the Services outlined in the RFWOP;
- .04 Reasonableness of the fee requested to provide the Services outlined in the RFWOP;
- .05 Demonstrated record of success by the consultant on work previously performed for ANAHEIM or for other municipalities or enterprises and
- .06 The specific methods and techniques to be employed by the consultant in providing the Services outlined in the RFWOP.

1.6 In the event of conflicting provisions, the provisions shall govern in the following order: (1) the Notice to Proceed; (2) the RFWOP; (3) CONSULTANT's Work Order; (4) this Agreement; (5) the Request for Qualifications; and (6) CONSULTANT's Qualifications.

2. TERM

The term of this Agreement shall commence on the date this Agreement is executed by ANAHEIM, and shall terminate three (3) years from the Effective Date, unless terminated earlier as set forth in Section 24 herein ("Term").

The Public Works Director is hereby authorized to extend the term of this Agreement upon the same terms and conditions for no more than two (2) one-year terms after the initial term; provided a determination is made in the sole discretion of the Public Works Director that such extension is necessary for the successful completion of the Services.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of a Work Order and CONSULTANT shall perform and complete those Services in accordance with the schedule included therein. The failure of CONSULTANT to strictly adhere to the schedule may result in termination of this Agreement by ANAHEIM, or, at ANAHEIM'S option, the termination of the

Work Order.

3.2 The time period(s) specified for performance of the Work Order, shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of CONSULTANT, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, pestilence, and other natural catastrophes, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, government priorities, restraint by court order or public authority and action or non-action by or inability to obtain the necessary authorization or approvals from any governmental agency or authority, and/or acts of any governmental agency, including ANAHEIM, which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence has been unable to overcome, if CONSULTANT shall within ten (10) days of the commencement of such delay notify the Project Administrator in writing of the causes of the delay. The Project Administrator shall ascertain the facts and the extent of delay, and may extend the time for performing the Work Order for the period of the enforced delay if, in the judgment of the Project Administrator, such delay is justified. The Project Administrator's determination shall be final and conclusive upon the Parties to this Agreement. In the event of delay, however caused, CONSULTANT's sole remedy shall be an extension of the time of performance of the Work Order, pursuant to this Section, and CONSULTANT shall not be entitled to recover damages against ANAHEIM.

4. COMPENSATION

4.1 It is understood and agreed between the parties to this Agreement that full and complete payment for all Services provided in accordance with this Agreement shall not exceed the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00) per Work Order ("Total Compensation") for the Services described in a single RFWOP. The Parties understand and agree that the combined cumulative value of all Work Order Packages and Requests awarded to CONSULTANT during the initial twelve (12) months following the Effective Date, as defined herein, and each twelve (12) month period thereafter during the Term of the Agreement shall not

exceed the sum of Five Hundred Thousand Dollars (\$500,000.00), excluding change orders. Any unused portion of this annual limit shall expire and not carry over to increase the dollar limit of Work that may be awarded in the subsequent twelve-month period. The total compensation payable to CONSULTANT for the entire Term of this Agreement shall not exceed Two Million, Five Hundred Thousand Dollars (\$2,500,000.00). ANAHEIM shall pay the Total Compensation in the manner set forth in the Work Order.

4.2 The Parties understand and agree that each RFWOP will request, and each Work Order Proposal will provide, the CONSULTANT rate sheet and a total not-to-exceed amount for the Services described in the RFWOP. CONSULTANT shall invoice ANAHEIM for the Services rendered pursuant to this Agreement in accordance with the hourly rates and other costs set forth in CONSULTANT's rate sheet, up to the not-to-exceed amount provided in the Notice to Proceed. CONSULTANT and ANAHEIM agree that no changes to the rates set forth in CONSULTANT's rate sheet shall be made without the prior written approval of ANAHEIM.

4.3 If a Work Order provides for the reimbursement of expenses, ANAHEIM shall reimburse CONSULTANT for only those out-of-pocket expenses set forth in the Work Order. Reimbursable expenses invoiced to ANAHEIM shall not exceed any cap on reimbursable expenses set forth in the Work Order unless the additional reimbursable expenses are first approved in writing by ANAHEIM. The Total Compensation dollar amount established in Section 4.1 shall be inclusive of all reimbursable expenses and subconsultant fees.

4.4. The Public Works Director, defined in Section 6 below, or his designee, is authorized to approve additional expenditures not to exceed fifteen percent (15%) of the Total Compensation, for Extra Work not included in an RFWOP, if the Public Works Director or her designee determines, in her sole discretion, that these additional Extra Work is necessary for the successful completion of a Work Order.

.01 In no event shall CONSULTANT render Extra Work beyond the scope of a Work Order without the written authorization of the Public Works Director or her designee.

.02 All Extra Work approved in writing by the Public Works Director

or designee shall be billed at either the rates set forth in the Work Order, or at a fixed price, at ANAHEIM's sole discretion. If billed at a fixed price, CONSULTANT shall provide ANAHEIM with general description of the Extra Work to be performed with a proposed price. At such time as the Public Works Director or her designee has approved the Extra Work, has agreed to a fixed price for the services, and has notified CONSULTANT of such approval and agreement in writing, CONSULTANT shall perform the Extra Work.

.03 As used herein, "Extra Work" means any work that is determined by ANAHEIM to be necessary for the proper completion of the Services contained in the Work Order, but which is not included therein and which the Parties did not reasonably anticipate would be necessary at the time of the issuance of the Work Order.

4.5. Except as indicated in a Work Order, after the issuance of a Work Order, CONSULTANT shall submit monthly invoices to ANAHEIM describing the work performed the preceding month. CONSULTANT's bills shall include the name of the person who performed the work, a brief description of the Services performed and/or the specific task in the Work Order to which it relates, the date the Services were performed, the number of hours spent on all work billed on an hourly basis, and a description of any reimbursable expenditures. ANAHEIM shall pay CONSULTANT no later than thirty (30) days after approval of the monthly invoice by ANAHEIM staff. In no event shall the sum of all invoices submitted exceed the Total Compensation; that is, unless, the Public Works Director has approved Extra Services.

4.6 All Parties recognize that the continuation of this Agreement or any Work Order after the close of any fiscal year of ANAHEIM, which fiscal year ends on June 30 of each year, shall be subject to budget approval providing for or covering such contract items as an expenditure in said budget. ANAHEIM does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget herein. No penalty shall accrue to ANAHEIM in the event this provision shall be exercised. Should termination be accomplished in accordance with this Section, a settlement shall be negotiated by the Parties based on items delivered, services provided, monies paid and monies due.

5. PROJECT MANAGER

5.1 Within the Work Order Proposal, CONSULTANT shall designate a Project Manager, who shall coordinate the Services. This Project Manager shall be available to ANAHEIM at all reasonable times during the performance period of the Work Order. The foregoing Project Manager shall be responsible for directing all activities of CONSULTANT and devoting sufficient time to personally supervise the provision of Services. The Project Manager may not be changed by CONSULTANT and no other personnel may be assigned to supervise the Services to be provided hereunder without the express written consent of ANAHEIM.

5.2 Any personnel or subconsultant, if any, who fail or refuse to perform the Services in a manner acceptable to ANAHEIM, or who are determined by ANAHEIM, in its sole discretion, to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services set forth in a Work Order, or a threat to the safety of persons or property, shall be promptly removed from those Services by CONSULTANT at the request of ANAHEIM. CONSULTANT warrants that it will continuously furnish the necessary personnel to complete the Work Order on a timely basis.

5.3 The Project Manager and any of CONSULTANT's employees shall be fully qualified and licensed for the Services set forth in the Work Order.

6. ADMINISTRATION

This Agreement will be administered by the Department. ANAHEIM Public Works Director ("Director") is authorized to take any action granted the Project Administrator, replace the Project Administrator by notifying CONSULTANT in writing, approve Extra Work, if any, in accordance with Section 4 of this Agreement, and terminate this Agreement or the Work Order in accordance with Section 24 of this Agreement. The Department shall assign a project administrator at the time of its issuance of an RFWOP ("Project Administrator"). The Project Administrator shall have the power to act on behalf of ANAHEIM for review and approval of all Services performed by CONSULTANT. The Project Administrator shall not be authorized to terminate the Services performed pursuant to this Agreement.

7. STANDARD OF CARE

7.1 CONSULTANT shall perform all Services under this Agreement in a skilful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT represents and maintains that it and its employees are skilled in the professional calling necessary to perform the Services. CONSULTANT warrants that all employees and subconsultants, if any, shall have sufficient skill and experience to perform the Services assigned to them. By delivery of completed work performed pursuant to a Work Order, CONSULTANT certifies that the work conforms to the requirements of this Agreement; the Work Order; all applicable federal, state and local laws; and the professional standard of care.

7.2 CONSULTANT represents and warrants to ANAHEIM that it and its employees have, shall obtain, and shall keep in full force in effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of CONSULTANT and its employees to practice its profession. CONSULTANT shall maintain a City of Anaheim business license during the term of this Agreement.

8. INDEPENDENT CONTRACTOR

8.1 Neither ANAHEIM nor any of its employees shall have any control over the manner, mode or means by which CONSULTANT, its agents or employees, perform the Services, except as otherwise set forth herein. Except as expressly provided herein, ANAHEIM shall have no voice in the selection, discharge, supervision or control of CONSULTANT's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. CONSULTANT shall perform the Services as an independent contractor of ANAHEIM and shall remain at all times, as to ANAHEIM, a wholly independent contractor with only such obligations as are consistent with that role. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of ANAHEIM. ANAHEIM shall not in any way or for any purpose become or be deemed to be a partner of CONSULTANT in its business or otherwise or a joint venturer or a member of any

joint enterprise with CONSULTANT.

8.2 In consideration for the compensation to be paid to CONSULTANT by ANAHEIM, CONSULTANT agrees that ANAHEIM shall not be liable or responsible for any benefits, including, but not limited to, worker's compensation, disability, retirement, life, unemployment, health or any other benefits, and CONSULTANT agrees that it shall not sue or file a claim, petition or application therefor against ANAHEIM or any of its officers, employees, agents, representatives or sureties.

9. INSURANCE

Without limiting ANAHEIM'S right to indemnification, it is agreed that CONSULTANT shall secure, prior to commencing any activities under this Agreement, and maintain, during the term of this Agreement, insurance coverage as follows:

Workers' Compensation Insurance as required by California law and Employers Liability Insurance in an amount not less than \$1,000,000 per occurrence/accident/illness/injury.

Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, as well as Independent CONSULTANT'S Liability where appropriate, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 annual aggregate, written on an occurrence form. Such insurance shall be written on a primary basis but may include a deductible or self-insured retention of more than \$10,000 per occurrence, provided that such deductible or self-insured retention is disclosed to ANAHEIM, in writing, at the inception of this Agreement.

Commercial Automobile Liability Coverage including—as applicable—owned, non-owned, and hired autos, in an amount not less than \$2,000,000 per occurrence, combined single limit, as required by California law.

Professional Liability Insurance, inclusive of Cyber Liability Insurance where required, in an amount not less than \$2,000,000 per occurrence or per claim. Such insurance shall be written on a primary basis, but may include a deductible or self-insured

retention of more than \$10,000 per occurrence, provided that such deductible or self-insured retention is disclosed to ANAHEIM, in writing, at the inception of this Agreement.

Any required coverage written with primary and excess layers to satisfy the minimum requirements of this Agreement must be submitted for approval by ANAHEIM's Risk Manager prior to the inception of the final Agreement.

CONSULTANT agrees that this insurance shall not be voluntarily cancelled by CONSULTANT or limited in scope or coverage by CONSULTANT until after thirty (30) days prior written notice has been given to the City Clerk, City of Anaheim, 200 S. Anaheim Blvd., Anaheim, CA 92805. This does not apply to cancellation for non-payment of premium, which requires notice of not less than ten (10) days.

Each insurance policy required by this Agreement shall contain the following clause or shall otherwise provide for the following conditions:

Each insurance policy required by this Agreement, except policies for Professional Liability and Workers' Compensation, shall contain the following clauses or shall otherwise provide for the following conditions:

"It is agreed that any insurance maintained by CONSULTANT pursuant to this Agreement shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City of Anaheim."

"The City of Anaheim, its officers, agents, employees, representatives and ANAHEIM-designated volunteers are added as additional insured as respects the acts, omissions, operations and activities of, or on behalf of, the named insured, in regard to products supplied to, or work or services performed for, or related to, the City of Anaheim."

Prior to commencing any work under this Agreement, CONSULTANT shall deliver to ANAHEIM insurance certificates confirming the existence of the insurance required under this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide ANAHEIM (i) endorsements to the insurance policies that add to these policies the applicable clauses referenced above, or (ii) in lieu of said endorsements, documentation acceptable to ANAHEIM

evidencing that the coverage, terms, and conditions set forth in the above-referenced clauses are otherwise included in said insurance policies. Insurance required hereunder shall be placed with insurers (i) admitted to write insurance in California, (ii) possessing an A. M. Best's rating of A VII or higher, or (iii) otherwise acceptable to ANAHEIM, with prior written permission from ANAHEIM. In the event that a claim or other legal action is filed against ANAHEIM, and if ANAHEIM, in its good faith opinion, believes it may have coverage under any of the insurance required herein, then ANAHEIM has the right to demand, and to receive within a reasonable time period, copies of the insurance policies related to such required insurance; provided, however, that this provision shall not apply if the parties agree that CONSULTANT shall fully defend, hold harmless, and indemnify ANAHEIM against any such claim or other legal action.

In addition to other remedies ANAHEIM may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, ANAHEIM may, at its sole option:

Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) that become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof;

Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies ANAHEIM may have and is not the exclusive remedy for CONSULTANT'S failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed in any way as limiting the extent that an CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT'S, (or CONSULTANT'S AGENT or SUB-AGENT, if any) performance of the work covered under this Agreement.

In the event CONSULTANT hires other persons or firms to perform some of the work related to this Agreement, CONSULTANT shall ensure (i) that the acts or omissions of such persons or firms are covered under the above-referenced liability insurance, or (ii) that such firms maintain insurance equal to or better than, and subject to the same limits, terms and

conditions as, the insurance required of CONSULTANT under this Agreement (except for firms that are not performing professional services—such firms shall not be required to carry the above-referenced professional liability insurance); and in either instance, CONSULTANT shall provide, or cause to be provided, evidence of such insurance coverage, reasonably acceptable to ANAHEIM.

ANAHEIM'S Risk Manager is hereby authorized to amend the requirements set forth herein in the event that such reduction is in ANAHEIM'S best interest.

10. INDEMNIFICATION

As respects acts, errors or omissions in the performance of professional services, CONSULTANT agrees to indemnify and hold harmless ANAHEIM, its officials, officers, and employees from and against any and all claims, losses, damages, defense costs, or liability, of any kind or nature, to the extent directly arising out of the negligent acts, errors or omissions of the CONSULTANT or any SUB-AGENT in the performance of professional services under this Agreement.

As respects all acts, errors or omissions that do not arise directly out of the performance of professional services, including but not limited to those acts, errors or omissions typically covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at ANAHEIM'S option), and hold harmless ANAHEIM, its officials, officers, employees, agents, and representatives from and against any and all claims, losses, damages, defense costs, or liability, of any kind or nature (collectively referred to hereinafter as "Claims"), arising out of or in connection with CONSULTANT'S (or CONSULTANT'S AGENT or SUB-AGENT, if any) acts, errors, omissions, or work, relative to this Agreement; except for those Claims that arise out of the sole negligence or willful misconduct of ANAHEIM.

The obligations set forth in this indemnification provision (i) shall be in effect without regard to whether or not ANAHEIM, CONSULTANT, or any other person maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such Claims; and (ii) shall survive the termination of this Agreement.

11. PREVAILING WAGES

11.1 By execution of this Agreement, CONSULTANT certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., the California Code of Regulations, Title 8, Section 16000 et seq and the Davis-Bacon Act ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" "maintenance" projects. It shall be CONSULTANT's sole obligation to determine whether, and to what extent if any, the Prevailing Wage Laws apply to the Services. If CONSULTANT determines the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation for the Services is \$1,000 or more, CONSULTANT shall fully comply with the Prevailing Wage Laws. Copies of the prevailing rate of per diem wages are on file at the City of Anaheim, Office of the City Clerk, 200 South Anaheim Boulevard, Anaheim, California 92805, and are available to any interested party on request. If the Prevailing Wage Laws apply to the Services, CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the CONSULTANT's principal place of business and at the project site. CONSULTANT shall defend, indemnify and hold ANAHEIM, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

11.2 The Parties understand and agree that if, and when, the Prevailing Wage Laws apply to the Services, CONSULTANT shall comply with the express requirements of Labor Code Sections 1725.5, 1771.1, 1771.4 and 1776, including but not limited to the contractor and subcontractor registration and requirements related to certified payroll records.

12. PROGRESS

CONSULTANT is responsible for keeping the Project Administrator and/or his/her duly authorized designee informed on a regular basis regarding the status and progress of the Services, activities performed and planned, and any meetings that have been scheduled or are

desired.

13. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

The Parties recognize that a substantial inducement to ANAHEIM for entering into this Agreement is the professional reputation, experience and competence of CONSULTANT. Neither the whole nor any interest in, nor any of the rights or privileges granted under this Agreement shall be assigned, transferred or encumbered in any way without the prior written consent of ANAHEIM. Any such purported assignment, transfer, encumbrance, pledge, subuse, or permission given without such consent shall be void as to ANAHEIM. If ANAHEIM approves an assignment or transfer, this Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of and shall apply to the permitted successors and assigns of CONSULTANT.

14. SUBCONTRACTING

Except for those subcontractors set forth in CONSULTANT's Work Order Proposal, if any, CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the Director or Project Administrator. CONSULTANT shall be fully responsible to ANAHEIM for all acts and omissions of any approved subcontractor. Nothing in this Agreement shall create any contractual relationship between ANAHEIM and subcontractor nor shall it create any obligation on the part of ANAHEIM to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. ANAHEIM is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between the subcontractor and ANAHEIM pursuant to this Agreement.

15. USE AND OWNERSHIP OF DOCUMENTS AND DATA

15.1 ANAHEIM shall furnish to CONSULTANT such documents and materials as may be relevant and pertinent to the provision of services hereunder as ANAHEIM may possess or acquire.

15.2 All documents and materials furnished by ANAHEIM to CONSULTANT, Section 15.1, shall remain the property of ANAHEIM and shall be returned to ANAHEIM upon

the earlier of the termination of this Agreement, for any reason, or the completion of a Work Order. All documents or material prepared or caused to be prepared by CONSULTANT, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of ANAHEIM, and ANAHEIM shall have the sole right to use such materials in its discretion without further compensation to CONSULTANT or any other party. CONSULTANT shall, at CONSULTANT's sole cost and expense, provide such documents and material to ANAHEIM upon prior written request.

15.3 Documents and material prepared by CONSULTANT, pursuant to this Agreement, are not intended or represented to be suitable for reuse by ANAHEIM or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from CONSULTANT will be at ANAHEIM's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by ANAHEIM or persons other than CONSULTANT, is waived against CONSULTANT and ANAHEIM assumes full responsibility for such changes unless ANAHEIM has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

16. CONFIDENTIALITY

All documents, including drafts, preliminary drawings or plans, notes, ideas and communications that result from the Services provided under this Agreement, shall be kept confidential by CONSULTANT unless ANAHEIM authorizes, in writing, the release of said information.

17. INTELLECTUAL PROPERTY INDEMNITY

CONSULTANT shall defend and indemnify ANAHEIM, its agents, officers, representatives and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by CONSULTANT to ANAHEIM pursuant to this Agreement.

18. FISCAL RECORDS AND AUDIT

CONSULTANT shall keep records and invoices in connection with the work to be performed under this Agreement.

CONSULTANT shall use recognized accounting methods in preparing such reports and invoices. ANAHEIM reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit CONSULTANT's accounting procedures and internal controls of CONSULTANT's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If CONSULTANT fails to provide supporting documentation satisfactory to ANAHEIM for costs charged, then CONSULTANT agrees to reimburse ANAHEIM for those costs. Any such audit(s) shall be undertaken by ANAHEIM or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. CONSULTANT agrees to fully cooperate with any such audit(s).

This right to audit shall extend during the length of this Agreement and for a period of three (3) years, or longer if required by law, following the date of final payment under a Work Order. CONSULTANT agrees to retain all necessary records/documentation for the entire length of this audit period.

CONSULTANT will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of CONSULTANT's invoices and/or records shall be made within thirty (30) days from presentation of ANAHEIM's findings to CONSULTANT. If CONSULTANT fails to make such payment, CONSULTANT agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date CONSULTANT reimburses ANAHEIM for any exception(s). If an audit inspection or examination in accordance with this article discloses overcharges (of any nature) by CONSULTANT to ANAHEIM in excess of one percent (1%) of

the value of that portion of the Agreement that was audited, the actual cost of ANAHEIM's audit shall be reimbursed to ANAHEIM by CONSULTANT. CONSULTANT reserves the right to contest any exception.

19. WITHHOLDINGS

ANAHEIM may withhold payment to CONSULTANT of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. CONSULTANT shall not discontinue work as a result of such withholding. CONSULTANT shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. CONSULTANT shall be entitled to receive interest on any withheld sums at the rate of return that ANAHEIM earned on its investments during the time period of the dispute, starting on the earliest date of ANAHEIM's withholding of any amounts later found, by the City Manager or a court of competent jurisdiction, to have been improperly withheld.

20. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of CONSULTANT which result in expense to ANAHEIM greater than what would have resulted if there were not errors or omissions in the work accomplished by CONSULTANT, the additional cost and expense shall be borne by CONSULTANT. Nothing in this paragraph is intended to limit ANAHEIM's rights under the law or any other sections of this Agreement.

21. ANAHEIM'S RIGHT TO EMPLOY OTHER CONSULTANTS

CONSULTANT acknowledges and agrees that this Agreement and the provision of services hereunder are nonexclusive and that ANAHEIM may enter into similar agreements with other entities for the provision of similar services.

22. CONFLICTS OF INTEREST

CONSULTANT or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which: (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the work performed under

this Agreement; and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

If subject to the Act, CONSULTANT shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by ANAHEIM. CONSULTANT shall indemnify and hold harmless ANAHEIM for any and all claims for damages resulting from CONSULTANT's violation of this Section.

If CONSULTANT's Services under this Agreement produce design work that is subsequently used, in whole or part, in an ANAHEIM construction bid package, CONSULTANT is prohibited from bidding on such package.

23. NOTICES

All notices, demands or other writings to be made, given or sent hereunder, or which may be so given or made or sent by either ANAHEIM or CONSULTANT to the other shall be deemed to have been given when in writing and personally delivered or if mailed on the third (3rd) day after being deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective Parties at the following addresses:

If to ANAHEIM: ANAHEIM Secretary/City Clerk
City of Anaheim
200 S. Anaheim Boulevard, 2nd Floor
Anaheim, California 92805
FAX No. (714) 765-4105

With copies to: Public Works Director
City of Anaheim
200 S. Anaheim Blvd., Suite 276
Anaheim, CA 92805
FAX No. (714) 765-5225

To CONSULTANT: **Name**
Address
Telephone:

24. ENFORCEMENT OF AGREEMENT

24.1 Events of Default.

.01 For purposes of this Section 24, the word "Default" shall mean the failure of CONSULTANT to perform any of CONSULTANT's duties or obligations or the

breach by CONSULTANT of any of the terms and conditions set forth in this Agreement or any Work Order. In addition, CONSULTANT shall be deemed to be in Default upon CONSULTANT's (i) application for, consent to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of CONSULTANT's assets or of CONSULTANT's interests hereunder.

.02 ANAHEIM shall not be deemed to be in Default in the performance of any obligation required to be performed by ANAHEIM hereunder unless and until ANAHEIM has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from CONSULTANT specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of ANAHEIM's obligation is such that more than thirty (30) days are required for its performance, then ANAHEIM shall not be deemed to be in Default if ANAHEIM shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

24.2 Immediate Termination for CONSULTANT's Default. In the event of any Default by CONSULTANT, ANAHEIM may immediately terminate this Agreement. Such termination shall be effective immediately upon receipt by CONSULTANT of written notice from ANAHEIM. In such event, CONSULTANT shall have no further rights hereunder, including the performance of the Services set forth in a Work Order, and ANAHEIM shall have all other rights and remedies as provided by law. For any Default involving a breach of the requirements of a Work Order, ANAHEIM, at its sole discretion, may instead immediately terminate that Work Order. In such event, CONSULTANT shall have no further rights hereunder, including the performance of the Services set forth in the Work Order, and ANAHEIM shall have all other rights and remedies as provided by law.

24.3 Termination Without Cause. ANAHEIM may terminate this Agreement at any time without the necessity of cause or Default by giving seven (7) days notice in writing to CONSULTANT. In such event, the Parties shall have no further rights hereunder, except that CONSULTANT shall be paid for all services adequately rendered prior to such termination. CONSULTANT may not terminate this Agreement except for cause.

24.4 Suspension, Postponement or Abandonment of a Work Order. A Work Order may be suspended or abandoned for any reason with or without notice. If any part of the Services of a Work Order is suspended or abandoned for any reason, ANAHEIM shall have the right to suspend or terminate the affected portion(s) of the Work Order, including the entire Work Order. In the event of such suspension or termination, CONSULTANT shall only expend such additional time as is necessary to assemble the work in progress for the purpose of properly filing and closing the job and as is previously approved by Project Administrator. In no event shall additional time exceed ten percent (10%) of the total time expended on the suspended or abandoned portion of the Work Order prior to the date of notice of suspension or termination.

In the event the Services of an RFWOP are suspended for longer than six (6) months, CONSULTANT may cancel the Work Order, by giving ANAHEIM at least thirty (30) days' written notice.

25. COMPLIANCE WITH ALL LAWS

CONSULTANT shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all work prepared by CONSULTANT shall conform to applicable local, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator.

26. WAIVER

A waiver by either Party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

27. INTEGRATED CONTRACT

This Agreement and the Exhibits hereto contain the entire agreement of ANAHEIM and CONSULTANT with respect to the matters covered hereby, and no agreement, statement or promise made by either ANAHEIM or CONSULTANT which is not contained herein, shall be valid or binding. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose.

28. CONFLICTS OR INCONSISTENCIES

In the event there are any conflicts or inconsistencies between this Agreement and the Exhibits, or any other attachments attached hereto, the terms of this Agreement shall govern.

29. INTERPRETATION

Each Party acknowledges that he/she/it has had the benefit of advice of competent legal counsel with respect to its decision to enter this Agreement. The provisions of this Agreement shall be interpreted to give effect to their fair meaning and shall be construed as prepared by both Parties.

30. AMENDMENTS

This Agreement may be modified or amended only by a written document executed by both CONSULTANT and ANAHEIM and approved as to form by the City Attorney.

31. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

32. REMEDIES CUMULATIVE

The remedies given to ANAHEIM and CONSULTANT herein shall be cumulative and are given without impairing any other rights given ANAHEIM or

CONSULTANT by statute or law now existing or hereafter enacted and the exercise on any one (1) remedy by ANAHEIM or CONSULTANT shall not exclude the exercise of any other remedy.

33. NO THIRD PARTY BENEFICIARIES

The Parties intend that neither rights nor remedies be granted to any third party as a beneficiary of this Agreement or of any covenant, duty, obligation or undertaking established herein.

34. CONTROLLING LAW AND VENUE

The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange.

35. DISCRIMINATION

CONSULTANT agrees not to discriminate against any person or class of persons by reason of sex, color, race, creed, religion, marital status, handicap, ancestry, national origin or other prohibited basis in its provision of Services or hiring of subcontractors or employees. To the extent this Agreement provides that CONSULTANT offer accommodations or services to the public, such accommodations or services shall be offered by CONSULTANT to the public on fair and reasonable terms.

36. AUTHORITY

Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership or other entity or organization, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms. CONSULTANT shall, at ANAHEIM's request, deliver a certified copy of its governing board's resolution or certificate authorizing or evidencing such execution.

37. EFFECTIVE DATE

This Agreement shall be effective on the date on which this Agreement is executed by ANAHEIM (“Effective Date”).

(Remainder of page intentionally left blank; signatures on next page)

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

DATE: _____ CITY OF ANAHEIM,
a municipal corporation

By: _____
Rudy Emami, Director of Public Works

DATE: _____ ATTEST:

By: _____
Theresa Bass, City Clerk

_____, a _____,

DATE: _____ By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
ROBERT FABELA, CITY ATTORNEY

By: _____
Bryn M. Morley
Deputy City Attorney

151134

EXHIBIT A

STARTS AFTER THIS PAGE

SAMPLE

Appendix 3
INSURANCE REQUIREMENTS

INSURANCE

1. INSURANCE

COVERAGE WRITTEN WITH A SELF-INSURED RETENTION SHALL BE APPROVED BY THE CITY OF ANAHEIM'S RISK MANAGER PRIOR TO THE PROPOSAL SUBMISSION OR THE CONSULTANT SHALL PROVIDE THE SPECIFIED INSURANCE.

COVERAGE WRITTEN WITH PRIMARY AND EXCESS/UMBRELLA LAYERS SHALL BE APPROVED BY THE CITY OF ANAHEIM'S RISK MANAGER PRIOR TO THE PROPOSAL SUBMISSION OR THE CONSULTANT SHALL PROVIDE THE SPECIFIED INSURANCE.

Insurance policies shall be deemed not to comply if they include any limiting provision or endorsement that has not been previously approved.

Without limiting the City of Anaheim's right to indemnification, it is agreed that CONSULTANT shall not commence any activities until he procures and maintains, at his sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of any activities hereunder by CONSULTANT, its agents, representatives, employees, and/or subcontractors. In the event that CONSULTANT subcontracts any portion of any activities, the Agreement between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the CONSULTANT is required to maintain. Without limiting the City of Anaheim's right to indemnification, it is agreed that CONSULTANT shall secure, prior to commencing any activities under this Agreement, and maintain, during the term of this Agreement, insurance coverage as follows:

Workers' Compensation and Employer's Liability: Workers' Compensation Insurance in an amount required by the laws of the State of California (Statutory Limits). Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Bodily Injury, Sexual Abuse and Molestation, Personal Injury Liability, Products/Completed Operations Liability, and Independent Contractor Liability, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) annual aggregate, written on an occurrence form. Such insurance shall be written on a primary basis but may include a deductible of not more than Ten Thousand (\$10,000) per occurrence, provided that such deductible or self-insured retention is disclosed to City of

Anaheim, in writing, at the inception of the Agreement.

Automobile Liability (including owned, non-owned, leased, and hired autos): Insurance covering "Any Auto" with minimum limits of Two Million Dollars (\$2,000,000.00), single limit, per occurrence for bodily injury and property damage, as required by California law.

Professional Liability Insurance in an amount not less than \$2,000,000 per occurrence, and CONSULTANT shall maintain such coverage for at least one (1) year from the termination of this Agreement. Such insurance shall be written on a primary basis, without a self-insured retention, but may include a deductible of not more than \$10,000 per occurrence, provided that such deductible is disclosed to the City of Anaheim, in writing, at the inception of this Agreement.

Each insurance policy required by this Agreement shall contain the following clause or shall otherwise provide for the following conditions:

"This insurance shall not be voluntarily cancelled, or materially limited in scope or coverage, until after thirty (30) days prior written notice has been given to the City Clerk, City of Anaheim, 200 S. Anaheim Blvd., Anaheim, CA 92805, except in the event of cancellation for non-payment of premium which shall provide for not less than ten (10) days notice."

Each insurance policy required by this Agreement, excepting policies for Professional Liability and Workers' Compensation, shall contain the following clauses or shall otherwise provide for the following conditions:

"It is agreed that any insurance maintained by CONSULTANT pursuant to this Agreement shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City of Anaheim."

The CONSULTANT shall name as additional insured "The City of Anaheim, its officers, agents, employees, representatives and City of Anaheim - designated volunteers as respect to the acts, omissions, operations and activities of, or on behalf of, the named insured, in regard to products supplied to, or work or services performed for, or related to, the City of Anaheim."

No officers, agents, employees, representatives and the City of Anaheim - designated volunteers or their consultants shall be personally responsible for any liability arising under or by virtue of the Agreement.

Prior to commencing any work under this Agreement, CONSULTANT shall deliver to the City of Anaheim insurance certificates confirming the existence of the insurance required under the Agreement, and including the applicable clauses referenced above. Also, within ten (10) days of the execution date of the Agreement, CONSULTANT shall

provide the City of Anaheim (i) endorsements to the insurance policies that add to these policies the applicable clauses referenced above, or (ii) in lieu of said endorsements, documentation acceptable to City of Anaheim evidencing that the coverage, terms, and conditions set forth in the above-referenced clauses are otherwise included in said insurance policies.

Insurance required hereunder shall be placed with insurers (i) admitted writing insurance in California, (ii) possessing an A. M. Best's rating of "A" or higher and a Financial Class VII or higher, or (iii) otherwise acceptable to City of Anaheim, with prior written permission from the City of Anaheim. In the event that a claim or other legal action is filed against the City of Anaheim, and if the City of Anaheim, in its good faith opinion, believes it may have coverage under any of the insurance required herein, then the City of Anaheim has the right to demand, and to receive within a reasonable time period, copies of the insurance policies related to such required insurance; provided, however, that this provision shall not apply if the parties agree that CONSULTANT shall fully defend, hold harmless, and indemnify the City of Anaheim against any such claim or other legal action.

In addition to other remedies the City of Anaheim may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the City of Anaheim may, at its sole option:

Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof;

Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies the City of Anaheim may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent that the CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's and or any subcontractor's performance of the work covered under this Agreement.

In the event CONSULTANT hires other persons or firms to perform some of the work related to this Agreement, CONSULTANT shall ensure (i) that the acts or omissions of such persons or firms are covered under the above-referenced liability insurance, or (ii) that such firms maintain insurance equal to or better than, and subject to the same limits, terms and conditions as, the insurance required of CONSULTANT under this Agreement (except for firms which are not performing professional services—such firms shall not be required to carry the above-referenced professional liability insurance); and in either instance, CONSULTANT shall provide, or cause to be provided, evidence of such insurance coverage, reasonably acceptable to the City of

Anaheim.

The City of Anaheim's Risk Manager is hereby authorized to amend the requirements set forth herein in if it is in the City of Anaheim's best interest.

2. INDEMNIFICATION

As to all acts, errors or omissions in the performance of professional services, CONSULTANT agrees to indemnify and hold harmless the City of Anaheim, its officials, officers, and employees from and against any and all claims, losses, damages, defense costs, or liability, of any kind or nature, arising directly out of CONSULTANT's (or CONSULTANT's contractors' or subcontractors', if any) negligent acts, errors or omissions in the performance of professional services under this Agreement.

As to all acts, errors or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts, errors or omissions typically covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at the City of Anaheim's option), and hold harmless the City of Anaheim, its officials, officers, employees, agents, and representatives from and against any and all claims, losses, damages, defense costs, or liability, of any kind or nature (collectively referred to hereinafter as "Claims"), arising out of or in connection with CONSULTANT's (or CONSULTANT's contractors' or subcontractors', if any) acts, errors, omissions, or work, relative to this Agreement; except for those Claims which arise out of the sole negligence or willful misconduct of the City of Anaheim.

The obligations set forth in this indemnification provision (i) shall be in effect without regard to whether or not the City of Anaheim, CONSULTANT, or any other person maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such Claims; and (ii) shall survive the termination of this Agreement.

**APPENDIX 4
CONFLICT OF INTEREST**

**Conflict of Interest Form for Consultants
(Consultant to complete, sign and submit with the RFQ Submittals)**

The Political Reform Act (Government Code Sections 81000-91014) and Government Code Section 1090 prohibit any Anaheim public official, officer, or employee from involvement in a governmental decision or contract in which he or she has a financial interest. It is the responsibility of the consultant, consultant's employees, and subconsultants who perform work under the consultant agreement to evaluate any potential conflict of interests and follow the provisions of the conflict of interest requirements as set forth in the consultant agreement. Be advised that a prohibited conflict of interest may void any award where it exists.

Federal regulation governing conflict of interest (23 CFR 1.33) requires that:

- 1) No contracting agency employee who participates in the procurement, management, or administration of federal or state funded contracts or subcontracts shall have, directly or indirectly, any financial or other personal interest in connection with such contract or subcontract;
- 2) No person or entity performing services for a contracting agency in connection with a federal or state funded project shall have, directly or indirectly, any financial or other personal interest, other than employment or retention by the contracting agency, in any contract or subcontract in connection with such project;

I, the undersigned, hereby certify that I have reviewed and understand the above paragraph, and in furtherance of the foregoing, I have evaluated and caused my company's employees and subconsultants to evaluate any potential conflict of interests. Based on this evaluation, I hereby further certify that no such conflict of interests exists.

SIGNATURE OF AUTHORIZED SIGNATORY

_____ Date: _____

Print Name: _____

Title: _____

Consultant Name: _____

DESIGNATION OF SUB-CONTRACTORS

Submit with Proposal

In compliance with the Provisions of Section 4100-4107 of the Code of the State of California, Labor Code Section 1771.1 and any Amendments thereto, the undersigned certifies that he has used the sub-proposals of the following listed sub-contractors in making up his proposal, and that the sub-contractors listed will be used for the work for which they proposed, subject to approval of the Engineer, and in accordance with the applicable provisions of the **Request for Proposals**. If the proposer does not submit the names and addresses of sub-contractors, he shall be required to do the work with his forces. If no sub-contractors are listed, all insurance shall be written in the name of the general contractor only, and any liabilities arising through the operation of a sub-contractor shall not be covered by the insurance.

General contractor, contractor, sub-contractor shall be as defined in the Request for Proposals and per State of California Labor Code Section 1777.1.

Print clearly and complete ALL lines.

1. Sub-Contractor's Name	Item of Work
	Complete Street Address
	Phone No. _____
	Email (for DIR input) _____
	License No. _____ Exp. Date _____
	DIR Registration No. _____ Exp. Date _____
2. Sub-Contractor's Name	Item of Work
	Complete Street Address
	Phone No. _____
	Email (for DIR input) _____
	License No. _____ Exp. Date _____
	DIR Registration No. _____ Exp. Date _____
3. Sub-Contractor's Name	Item of Work
	Complete Street Address
	Phone No. _____
	Email (for DIR input) _____
	License No. _____ Exp. Date _____
	DIR Registration No. _____ Exp. Date _____

No sub-contractor may be listed on a proposal unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Proposers may be considered NON-RESPONSIVE if all information is not completely filled in.

PROPOSER'S NAME

AUTHORIZED SIGNATURE

Basis of Award shall be as specified in the Request for Proposals

APPENDIX 5

Print clearly and complete ALL lines.

4. Sub-Contractor's Name	Item of Work
	Complete Street Address
	Phone No. _____
	Email (for DIR input) _____
	License No. _____ Exp. Date _____
	DIR Registration No. _____ Exp. Date _____
5. Sub-Contractor's Name	Item of Work
	Complete Street Address
	Phone No. _____
	Email (for DIR input) _____
	License No. _____ Exp. Date _____
	DIR Registration No. _____ Exp. Date _____
6. Sub-Contractor's Name	Item of Work
	Complete Street Address
	Phone No. _____
	Email (for DIR input) _____
	License No. _____ Exp. Date _____
	DIR Registration No. _____ Exp. Date _____
7. Sub-Contractor's Name	Item of Work
	Complete Street Address
	Phone No. _____
	Email (for DIR input) _____
	License No. _____ Exp. Date _____
	DIR Registration No. _____ Exp. Date _____
8. Sub-Contractor's Name	Item of Work
	Complete Street Address
	Phone No. _____
	Email (for DIR input) _____
	License No. _____ Exp. Date _____
	DIR Registration No. _____ Exp. Date _____
9. Sub-Contractor's Name	Item of Work
	Complete Street Address
	Phone No. _____
	Email (for DIR input) _____
	License No. _____ Exp. Date _____
	DIR Registration No. _____ Exp. Date _____