
CITY OF ANAHEIM PUBLIC UTILITIES DEPARTMENT ORDER

110 - PROCESSING AND ADMINISTRATION OF AGREEMENTS

I. **BACKGROUND**

Department Order (D.O.) 110 establishes the Public Utilities Department's (Department or Utility) policies and procedures for development of agreements, amendments, and renewal letters. This D.O. covers the development of agreements and serves to ensure that preparation, processing, execution, and implementation of agreements complies with City and Department policies and conveys responsibilities of those individuals involved. This D.O. supersedes all prior versions of D.O. 110.

II. **APPLICABLE REGULATIONS**

D.O. 110 complies with the City's laws, regulations and policies (which are available on the City Clerk's webpage for viewing) regarding the processing and administration of agreements, including:

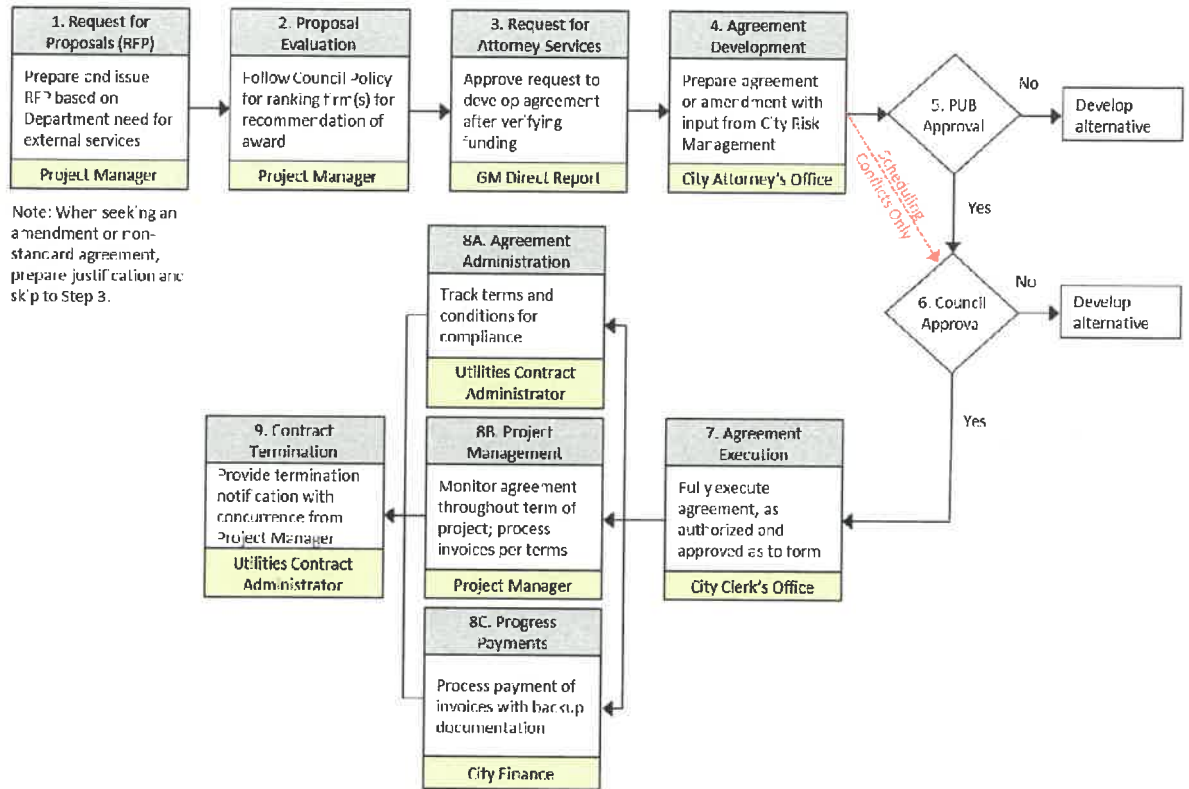
- Charter of the City of Anaheim 518 – Contracts Execution
- Administrative Regulation 105 – Council Agenda Items
- Administrative Regulation 110 – Administration of Contracts
- Administrative Regulation 120 – Execution of Agreements by the City Manager and Council
- Council Policy 4.0 – Purchasing Procedures
- Council Policy 4.1 – Selection of Professional Consultants
- Utilities Department Order 105 – Processing Public Utilities Board and City Council Agenda Items
- Utilities Department Order 171 – Records and Information Management

III. **GENERAL GUIDELINES TO CONSIDER WHEN DEVELOPING AN AGREEMENT**

- Agreements valued at \$50,000 and over must be presented to the City Council for approval per Administrative Regulation 120.
- Agreements valued under \$50,000 may be approved by the City Manager per Administrative Regulation 120.
- The master agreements approved by the City Council for execution by the Utilities General Manager are subject to the specific terms of the master agreement.
- Prior to any Request for Proposal (RFP) release, consult with the City Attorney and request a sample agreement if required.

IV. AGREEMENT DEVELOPMENT AND APPROVAL PROCESS

A. Development of Agreements and Amendments – Process Flow Diagram



1. Request for Proposals (RFP)

a. Project Manager Responsibilities

- i. Develop RFP based on Department need for external services including, but not limited to, design, consulting, project management, construction inspection, or software development services.
- ii. Obtain approval from Division Manager prior to issuing RFP; provide justification for scope of work, budget, and schedule information.
- iii. Upload RFP and corresponding attachments to designated shared folder.
- iv. Provide addendums to address any Requests for Information by prospective bidders on RFP, or for RFP clarifications as required.

b. Utilities Contract Administrator Responsibilities

- i. Post RFP onto City's Purchasing website.
- ii. Manage and control RFP documents, and ensure City policy pertaining to handling of proposals is followed (Council Policy 4.0 Purchasing Procedures).

2. Proposal Evaluation

a. Project Manager Responsibilities

- i. Select review panel to evaluate proposals (a minimum of three panelists is recommended).
- ii. Review proposals based on City policy (Council Policy 4.1 Selection of Professional Consultants).
- iii. Provide recommendation of firm(s) selection to Division Manager and/or General Manager Direct Report. Upon receiving confirmation to proceed, notify prospective firm(s) whether or not they are being recommended for award.

3. **Request for Attorney Services**
 - a. Project Manager Responsibilities
 - i. Prepare Request for Attorney Services form (Attachment C).
 - (a) Identify any project impacts likely to result from not meeting these timelines.
 - (b) Provide a copy of the Request for Proposals.
 - (c) Provide three copies of the recommended proposal, and ensure that the scope of work and schedule of compensation are clearly delineated.
 - (d) Provide a copy of the preliminary Staff Report.
 - ii. Route preliminary Staff Report per Department policy (Department Order 105 – Processing Public Utilities Board and City Council Agenda Items) for review.
 - iii. Obtain signature on Request for Attorney Services form by appropriate General Manager Direct Report.
 - b. General Manager’s Direct Report Responsibilities
 - i. Validate need and justification for services as appropriate.
 - ii. Approve Request for Attorney Services form (Attachment C) after verifying the funding.
4. **Agreement Development**
 - a. City Attorney’s Office Responsibilities
 - i. Prepare agreement per City policies and pertinent legislation and/or regulations.
 - ii. Provide comments to the preliminary Staff Report.
 - iii. Upon receipt of executed agreement (3 originals), as well as required and endorsement documents, approve as to form and return to Project Manager.
 - b. Project Manager Responsibilities
 - i. For agreements that require review of insurance and/or indemnification terms, obtain approved agreement language from City Risk Management, and forward to City Attorney’s Office.
 - ii. Upon receipt of agreement (3 originals), obtain written proof of recommended firm’s officer’s authority to execute, and obtain required signature.
 - iii. Obtain all required insurance and endorsements; forward documents to City Attorney’s Office for approval as to form.
 - iv. Finalize Staff Report, and upload all electronic documents onto designated shared folder.
 - c. Administrative Assistant/Senior Secretary Responsibilities
 - i. Obtain General Manager Direct Report’s initials and General Manager’s signature on final Staff Report.
 - ii. For Public Utilities Board agenda items: upload all related documents onto shared folder, and prepare agenda.
 - iii. For Council agenda items: upload all related documents onto City Clerk’s Office designated online system.
5. **Public Utilities Board**
 - a. General Manager’s Direct Report Responsibilities
 - i. Present agenda item for agreement and seek Board authorization. In the event of a scheduling conflict, the General Manager may present the agenda item directly to the City Council.
 - ii. Incorporate any feedback received from the Board into the Staff Report, as required.
 - iii. Should the item not be approved, develop alternative approaches that include, but are not limited to, revising the scope of work or project, re-issuing the RFP, or canceling the project.
6. **City Council**
 - a. General Manager’s Responsibilities
 - i. Present agreement or respond to questions, as requested, by City Council.
 - ii. Should the item not be approved, develop alternative approaches that include, but are not limited to, revising the scope of work or project, re-issuing the RFP, or canceling the project.

7. Agreement Execution

- a. City Clerk’s Office Responsibilities
 - i. Route agreements approved by City Council for remaining signatures.
 - ii. Attest to (sign) agreements approved by City Council or City Manager.
 - iii. Distribute fully executed agreement.
 - (a) Provide one original agreement to Utilities Contracts Administrator.
 - (b) Provide one original agreement to the City Attorney’s Office for forwarding to the consultant/contractor (unless other arrangements are made). Optionally, the Project Manager may directly mail the consultant’s/contractor’s copy.
 - (c) Retain one original agreement and original insurance and bond documents for City Clerk’s Office records, following records retention policies.

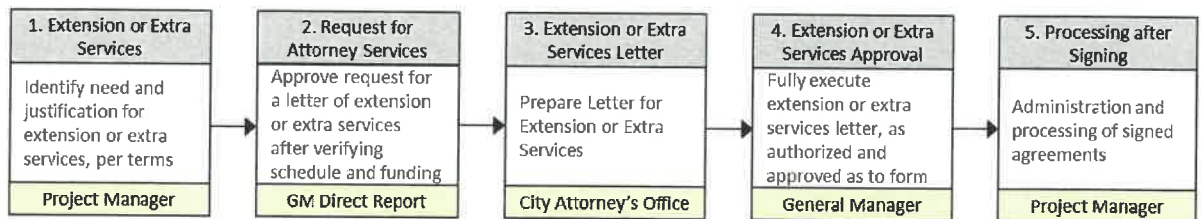
8. Agreement Implementation

- a. Utilities Contracts Administrator Responsibilities
 - i. Coordinate document distribution with Department Records and City Clerk’s Office.
 - ii. Track and monitor agreement expiration and insurance requirements are in compliance with terms (Attachment G).
 - iii. Notify Project Manager prior to expiration of agreement or insurance documents.
- b. Project Manager Responsibilities
 - i. Implement and manage project according to authorized terms. Track expenditures to ensure that costs and charges stay within the contract limits, and ensure compliance with all contract terms and conditions including budget, cost, schedule and contract expiration provisions.
 - ii. Submit invoices upon verifying that work has been satisfactorily completed, and supporting documentation received. Assign budgetary account number (validated by Public Utilities Financial & Administration Division as necessary) and obtain necessary approvals.
 - iii. Request updated insurance documents and submit for processing.
- c. City Finance Responsibilities
 - i. Review submitted invoice and verify that supporting documentation meets City Finance requirements.
 - ii. Process approved invoices for payment in accordance with payment terms in the agreement.

9. Contract Termination

- a. Utilities Contract Administrator Responsibilities
 - i. Upon notification from Project Manager, with consent from City Attorney’s Office, that the project has been completed, or that the agreement is no longer required, submit termination request to City Clerk’s Office.
 - ii. Coordinate with Department Records.

B. Agreement Term Extension (in instances where authority has been delegated to the General Manager) or Extra Services – Process Flow Diagram



1. **Extension or Extra Services**
 - a. Project Manager Responsibilities
 - i. Prepare a memo describing the need and justification for agreement extension/Extra Services after verifying terms in the agreement.
 - ii. Prepare a Request for Attorney Services form, a draft of agreement extension/Extra Services letter and send it along with the justification memo to the General Manager's Direct Report for review and approval. Include:
 - (a) Agreement expiration date and/or desired Extra Services start date, and
 - (b) City Attorney's Office document number located at the end of the signature page of the agreement.
 - iii. Once approved by General Manager's Direct Report, submit Request for Attorney Services form along with a draft of agreement extension/Extra Services letter and send it electronically to the City Attorney's Office for review.
2. **Request for Attorney Services**
 - a. General Manager's Direct Report Responsibilities
 - i. Review and approve the Request for Attorney Services form after verifying the following:
 - (a) Need and justification,
 - (b) Schedule, and
 - (c) Funding.
 - ii. Return approved Request for Attorney Services form to the Project Manager.
3. **Extension or Extra Services Letter**
 - a. City Attorney's Office Responsibilities
 - i. Prepare agreement extension/Extra Services letter (or make changes, if necessary).
 - ii. Print three originals of the letter, stamp them ORIGINAL and "Approve as to Form."
 - iii. Provide the original documents to the Project Manager.
 - b. Project Manager
 - i. Submit three "Approved as to Form" agreement extensions/Extra Services letters to the Administrative Assistant/Senior Secretary. Attach a copy of the document that granted the General Manager the authority to approve it.
4. **Extension or Extra Services Approval**
 - a. General Manager Responsibilities
 - i. Fully execute agreement extension/Extra Services letter, as authorized and "Approved as to Form."
5. **Processing After Signing**
 - a. Project Manager
 - i. Send out the three signed agreement extensions/Extra Services letters to the consultant/contractor requesting the following:
 - (a) Signature of an appropriate representative, and
 - (b) Return of two signed agreement extensions/Extra Services letters.
 - ii. After obtaining two agreement extensions/Extra Services letters signed by consultant, provide them both to the Utilities Contracts Administrator, and retain a copy in the project file.
 - iii. Verify that insurance and bonds are secured and maintained for the extended term or for the Extra Services.
 - b. Utilities Contracts Administrator
 - i. Update the Contract Administrator Log (Official) and/or sub-lists, if applicable, with agreement extension/Extra Services letter, insurance, and bond information per instructions in Attachment G.
 - ii. Provide one original agreement extension/Extra Services letter and, where applicable, insurance and bond information to the City Clerk's Office with a copy to Department Records.

V. **DEPARTMENT ORDER RESPONSIBILITIES**

- A. Administrative Control (Interpretation and Attachment updates) – Utilities Contracts Administrator
- B. Communication and Training – Utilities Contracts Administrator
- C. Updating – Utilities Contracts Administrator
- D. Implementation – Project Managers

VI. **ATTACHMENTS**

- A. Council Agenda Report
- B. Agreement Summary Sheet for Agreements Executed by the City Manager
- C. Request for Attorney Services
- D. Extension/Extra Services Letter (Sample)
- E. Standard Insurance Language and Indemnification Provisions
- F. Letter to Contractor/Consultant Requesting Signatures on Agreements/Ins. Documents (Sample)
- G. Contract Administrator Log (Official) – Sub-list(s) Instructions

VII. **REFERENCE MATERIAL AVAILABLE ON THE CITY'S INSIDER WEBPAGE:**

- A. City Charter
- B. City Administrative Regulations
- C. City Council Policies
- D. City Council Agendas, with Staff Reports, and attached Agreements
- E. Utilities Department Orders

APPROVAL

Submitted:



4/26/2017

Dukku Lee
Public Utilities General Manager

Date

Approved by the Public Utilities Board on April 26, 2017.

COUNCIL AGENDA REPORT

FOR THE MEETING OF [CLICK HERE AND TYPE MEETING DATE]

TO: CITY MANAGER/CITY COUNCIL

FROM: PUBLIC UTILITIES DEPARTMENT

1. SUBJECT: [CLICK HERE AND TYPE STAFF REPORT SUBJECT]

2. REPORT SUMMARY:
[OPTIONAL-ONLY NEEDED IF STAFF REPORT SUBJECT IS NOT CLEAR]

3. COUNCIL MEETING REPRESENTATIVE:
[CLICK HERE AND TYPE NAME AND EXTENSION]

CONTRACT MANAGER: [CLICK HERE AND TYPE NAME AND EXTENSION]

4. SUPPORT DOCUMENT ATTACHMENTS:

_____ AGREEMENT (SUBMIT 3 SIGNED ORIGINALS)

_____ RESOLUTION (SUBMIT 1 ORIGINAL)

_____ ORDINANCE (SUBMIT 1 ORIGINAL)

_____ OTHER (SPECIFY)

5. SPECIAL INSTRUCTIONS:



Agreement No. _____

City of Anaheim

Agreement Summary Sheet for Agreements Executed by the City Manager

From: _____ <i>(Department)</i>		Director's signature _____
Contract Administrator: _____ <i>(Name)</i>		_____ <i>(Phone number)</i>
Name of Contractor: _____		
Description of Services to be provided: <i>(Please be specific)</i> _____ _____		
<input type="checkbox"/> Original Agreement		<input type="checkbox"/> Extension/Modification of existing
Value of this Agreement: \$ _____ <i>(if city will not expend funds, enter 0)</i>		
If mod/extension, initial Value of Agreement: \$ _____		
Total Value of Agreement: \$ 0.00 _____		
Term of Agreement: _____		Renewal Options? <i>(specify)</i> _____
Insurance Requirements <i>(check all that apply):</i> <input type="checkbox"/> General Liability <input type="checkbox"/> Workers Comp. <input type="checkbox"/> Professional Liability <input type="checkbox"/> Automobile Liability <input type="checkbox"/> Endorsements		
List all other contracts the Department has entered into with this consultant in the last 12 months that include payment in the current year, including a description of each contract and its value and the cumulative value of all contracts with that consultant. <input type="checkbox"/> No other contracts		
Contract Description	Authorized by CMCC:	Value
Current Contract Total		0.00
Cumulative Total		0.00

Rev. TH 6-2011

**Agreement Summary Sheet for Agreements Executed by the City Manager
Page 2**

The City Manager will not approve this agreement unless the Department has fully justified how the award complies with City Council Policy 4.1 and Administrative Regulation 120.

Selection Process:

Is agreement proposed pursuant to a Master Contract or Council-approved design team? Yes No If No, answer the following questions:

Was RFP distributed?

- Yes To how many firms? _____
- No Why not? How were proposals solicited?

How many proposals were received? _____

If only one proposal received, what steps were taken to ensure the proposed price was fair and reasonable?

Agreement Award:

Was the agreement awarded to the firm with the lowest cost?

- Yes
- No (Explain, in detail, why not.)

Attach a summary of all proposals including the name of each firm and its proposed fee for services. Order the list from lowest to highest cost, and include the ranking assigned to each firm based on the department's evaluation.

Funding Source: General Fund Other

• **Was this agreement anticipated in the approved budget?**

- Yes No (Explain)

• **Describe the funding source, and note any restrictions on the use of such funds (i.e., underground surcharge can only be used to underground utilities; grant funds authorized for specific project).**

**Attachment C
Request for Attorney Services**

REQUEST FOR ATTORNEY SERVICES

- ELECTRIC WATER POWER SUPPLY FINANCE
 RISK & COMPLIANCE OTHER _____

DATE: _____

TO: ALISON KOTT, ASSISTANT CITY ATTORNEY, CIVIL DIVISION

FROM: _____ EXT. _____ DEPT. PUBLIC UTILITIES

SUBJECT: _____

APPROVED: _____
General Manager or General Manager's Direct Report

TYPE OF REQUEST:

- AGREEMENT/CONTRACT/LEASE
 ORDINANCE/RESOLUTION
 OPINION/ADVICE

CHECK WORK TO BE PERFORMED:

- CREATE DOCUMENT (Allow 10 or more working days)
 Rough Draft attached (Allow 8 or more working days)
 REVIEW & APPROVE AS TO FORM:
 Final document prepared by City Attorney's Office, executed by others (Allow 1 working day)
 Final Form of Document prepared by others (Allow 5 working days, longer if out of state)
 MAJOR REVISION TO DOCUMENT PREPARED BY CITY ATTORNEY'S OFFICE
(Allow minimum of 5 working days)
 MINOR REVISION TO DOCUMENT PREPARED BY CITY ATTORNEY'S OFFICE
(Allow minimum of 2 working days, longer if out of state)

DEADLINES

Due Date _____

Council Meeting Date _____

FOR AGREEMENTS, CONTRACTS, LEASES, SEE ATTACHED CHECKLIST

ADDITIONAL REMARKS:

CHECKLIST FOR AGREEMENTS FOR CONSULTING SERVICES

Note: The following items should be considered in requesting preparation of contracts for the City.

- Legal Capacity. Provide the full, correct name and the type of entity of the Other Party, e.g., a California corporation, a partnership, an individual doing business as, etc.
- Definitions. If needed, attach definitions.
- City's Obligation. Provide description.
- Other Party's Obligation. Provide description.
- Term of Agreement. Provide starting and ending dates or duration of contract from effective date. If renewals are provided for, what are the terms and conditions of the renewals?
- Insurance. Any variance from the City's standard insurance requirements? (If so, obtain approval from Risk Management.) Will professional errors and omissions coverage be needed?
- Ownership of Documents. Who will have the rights to possession and use of documents produced under the contract? Any limitations?
- Billing Rates. Is this a flat-fee contract of time-and-materials? What rates apply? Are expenses included or billed separately? What expenses are reimbursable? What is the maximum contract amount for services? What is the maximum amount for reimbursable expenses?
- Payment Schedule. How often shall bills be submitted? How long after a bill is submitted does the City have to pay it? Will there be milestones and progress payments? If so, what are the milestones, and what percent of the total contract amount is each progress payment?
- Notices. To what address shall notices be sent?
- Signatories. What is the name and title of the individual(s) who will sign on behalf of the Other Party? If the Other Party is a corporation and the Signatory is not a president, vice president or C.E.O., evidence of the signatory's authority must be provided, either in the form of a resolution of the Board of Directors, attested by the corporate secretary, or in the form of a letter signed by the corporation's president, vice president, chief executive officer or corporate secretary. If the Other Party is a partnership, the signature must be by a general partner.
- Special Provisions. Please state any special provisions you want included in the contract.
- Property Address and Legal Description. Please state the street address of the premises (for leases) and the legal description for other documents dealing with real property, such as easements.

Attachment D
Extension/Extra Services Letter (Sample)

On City/Department Letterhead (with 2" left margin)

[Date]

ABC Management, Inc.
Attn: John Smith
1234 Lemon Avenue
Anaheim, CA 92805

SUBJECT: EXTENSION OF CONSULTANT SERVICES AGREEMENT WITH
ABC MANAGEMENT INC.

Dear Mr. Smith:

Pursuant to Section [2] of the Professional Services Agreement (Agreement) between the City of Anaheim (Anaheim) and ABC Management, Inc. (Consultant) dated [insert date], Anaheim hereby exercises its option to extend the Agreement for an additional year effective [insert date]. Anaheim grants this extension solely for the successful completion of the Services. The expiration date of the Agreement is now [insert date]. Except as otherwise stated herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

Please sign the three originals where indicated, as your acceptance of this extension, and return two of the duplicate originals. If you have any questions, please contact [Project Manager Name] at (714) 765-XXXX or [insert – email address].

Sincerely,

Dukku Lee
Public Utilities General Manager

Agreed and Accepted
ABC Management, Inc.

By: _____
Printed Name: John Smith
Title: Sales Marketing

Date: _____

APPROVED AS TO FORM
MICHAEL R.W. HOUSTON, CITY ATTORNEY

By: Alison M. Kott
Assistant City Attorney

C: [Insert Names]

Sample Standard Insurance Language

(for use with RFPs for architectural-, engineering-, or consulting-type agreements)

Note: The following represents City's standard language for the insurance provisions in its contracts. With few exceptions, the language in the final agreement will be as shown here. If a proposer has any concerns regarding any of the City's insurance language or requirements which would render the proposer unable or unwilling to enter into an agreement with City, proposer shall identify these concerns in its proposal. Be specific. Deviations from the City's standard language may be considered by City in its evaluation of the responsiveness of a proposal.

Section #. 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.

Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, and Independent Contractor's Liability, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate, written on an occurrence form. 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 ANAHEIM, in writing, at the inception of this Agreement.

Comprehensive Automobile Liability Coverage including—as applicable—owned, non-owned, and hired autos, in an amount not less than \$1,000,000 per occurrence, combined single limit, as required by California law.

Professional Liability Insurance in an amount not less than \$1,000,000 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 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 cancelled, or 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 City of Anaheim, its officers, agents, employees, representatives and ANAHEIM-designated volunteers are added as additional insureds 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 which 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) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof;

Terminate this Agreement.

Reviewed by City Risk Manager: 3/14/16

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 as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's, (or CONSULTANT's contractors/subcontractor, 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 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 ANAHEIM.

ANAHEIM's Risk Manager is hereby authorized to reduce the requirements set forth herein in the event he determines that such reduction is in ANAHEIM's best interest.

Reviewed by City Risk Manager: 3/14/16

Sample Standard Indemnification Provision

(for use with RFPs for architectural-, engineering-, and consulting-type agreements)

The following represents the City's standard language for the indemnification, defense, and hold harmless provisions in its contracts. With very few exceptions, the language in the final Agreement will be as shown here. If a proposer has any concerns regarding any of the City's indemnification language which would render the proposer unable or unwilling to enter into an agreement with the City, proposer shall identify these concerns in his proposal. Be specific. Deviations from the City's standard language may be considered by City in its evaluation of the responsiveness of a proposal.

[Note: Proposer should also be aware it is the City's practice not to enter into agreements that contain a limitation of liability provision.]

Section #. 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, 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 respects 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 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 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 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.

Reviewed by City Risk Manager: 3/14/16

Attachment F

Letter to Contractor/Consultant Requesting Signatures on Agreements/Insurance Documents (Sample)

On City/Department Letterhead (with 2" left margin)

[Date]

ABC Business, Inc.
Attn: John Smith
1234 Lemon Avenue
Anaheim, CA 92805

Ref: [Contract/Project Name]

Dear [Mr. Smith or John]:

On behalf of the City of Anaheim Public Utilities Department, I am looking forward to working with [Company Name – ABC Business, Inc.], on [briefly describe work/project]. Enclosed are three (3) duplicate original agreements for [general scope of work to be done].

Upon review of the [agreement], please have all three (3) duplicate originals executed by an individual with authority to bind [Company Name – ABC Business, Inc.]. If the person signing the agreement is not a corporate officer, please submit written evidence of their authority to bind the corporation. Additionally, please provide a certificate(s) of insurance and endorsement as specified in Section [5] of the agreement demonstrating that Company Name – ABC Business, Inc., has insurance coverage that meets these requirements. Please return the three (3) signed (wet signature) original agreements and insurance documents to my attention.

If there are questions or if I can be of any assistance, please contact me at (714) 765-4279 or [insert email address].

Sincerely,

[Name]
[Title]

Enclosures
C: [Insert Names]

Attachment G
Contract Administrator Log (Official) Sub-List(s) Instructions

Purpose: These instructions serve to ensure that the Utilities Contracts Administrator: (1) provides Contract Managers a means to quickly assess whether a contractor/consultant is in compliance with specific contract requirements (See “Contract Requirements Being Tracked”); (2) provide two Excel spreadsheets that track the specific contract requirements, one for Electric Master Construction Agreements (MCA) and the other for Water MCA; and (3) provides updates to the sub-lists in a timely manner.

Contract Administrator Log (Official) Sub-List(s) Instructions:

There are two sub-lists, one for Electric MCAs and one for Water MCAs. The sub-lists contain the contract requirements being tracked:

<u>Column</u>	<u>Description</u>
<i>Status:</i>	Indicate “ACTIVE” if all the tracked requirements are in compliance. Indicate “INACTIVE” if any of the tracked requirements are not in compliance
<i>Contractor:</i>	Name of Contractor
<i>Agreement No.:</i>	Agreement Number issued by the City Clerk
<i>Agreement Term:</i>	Term of the agreement(s), usually three (3) years
<i>Contractor License No.:</i>	Contractor license number issued by the State of California and expiration date
<i>DIR No. Exp xx/xx/xx</i>	Department of Industrial Relations (DIR) number issued by the State of California. Includes expiration date
<i>*Bond Limit:</i>	Performance Bond/Labor and Material Bond limit
<i>*Awarded Amount:</i>	Total value of all active awarded Work Orders
<i>*Available Bond Amount:</i>	The available Bond amount after subtracting the active Awarded Amount from the Bond Limit
<i>No. of Open WO’s:</i>	The number of open Work Orders a contractor currently has (Water MCAs only, which is limited to three open work orders)
<i>Insurance Compliant:</i>	A “Yes” indicates that the contractor is in compliance with all insurance requirements. A “No” indicates that the contractor is not compliant with a least one insurance requirement
<i>Contact Number:</i>	The main contact number for the contractor

*For Water MCA, “Bid Work” is not included in the Contract Administrator Log (Official) Sub-List, as “Bid Work” is monitored in the Contract Administrator Log (Official).

Note: The sub-lists are not intended to monitor compliance with all contract terms. The Contract Manager is responsible to ensure compliance with all contract requirements.