



## **REQUEST FOR PROPOSALS**

For – Comprehensive T&D, Streetlight Assessments  
and Inspections

**Deadline:**

Wednesday, October 14, 2020 at 2:00pm PPT

For all questions about this RFP, contact:

Jaime Reyes

Supervising Electrical Engineering Associate

[jreyes@glendaleca.gov](mailto:jreyes@glendaleca.gov)

**GLENDALE WATER & POWER**

**ATTN: Jaime Reyes, Supervising Electrical Engineering Associate**

**141 N. Glendale Ave., Suite 420**

**Glendale CA 91206-4975**

Issued: September 3, 2020

## REQUEST FOR PROPOSALS

### Comprehensive Transmission & Distribution and Streetlight Assessments and Inspections

The City of Glendale (“City”) through its Water & Power Department (“GWP”), doing business as Glendale Water & Power (GWP), seeks proposals from qualified firms to provide assessment and inspection services for the energy delivery function of its electric utility to comply with all applicable laws, statutory requirements, and regulations. The required services and performance conditions are described in the Scope of Work. In the preparation of this Request for Proposals (RFP), the words “Proposer,” “Contractor,” “Consultant,” “Bidder,” and “Firm” are used interchangeably.

Proposers are solely responsible for ensuring proposals are received by GWP on or before the submittal deadline. All required forms of the proposal must be received no later than 2:00pm PPT on Wednesday, October 14, 2020, at the following address and email address:

Glendale Water & Power  
ATTN: Jaime Reyes, Supervising Electrical Engineering Associate  
RE: GWP Electric Assessments and Inspections Proposal  
141 N. Glendale Ave., Suite 420  
Glendale, CA 91206-4975  
jreyes@glendaleca.gov

Proposers shall submit:

1. A sealed envelope or box with the name of the Proposer and the RFP Title clearly marked on the outside of the package. The package shall contain an original signed proposal (signed by a representative authorized to bind the Proposer) and two (2) duplicates.
2. Proposal via email to Jaime Reyes at [jreyes@glendaleca.gov](mailto:jreyes@glendaleca.gov) in PDF format. Faxes or any electronic media other than PDF are not acceptable.

Failure to comply with the requirements set forth in this RFP may result in disqualification. Proposals and/or modifications received subsequent to the hour and date specified above will not be accepted. The responding Proposer is solely responsible for all costs incurred in responding to this RFP.

GWP reserves the right to reject all proposals and to waive any minor informalities or irregularities contained in any proposal.

The contract award, if any, will be made to the Proposer who, in GWP’s sole discretion, is best able to perform the required services in a manner most beneficial to GWP.

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## 1. Introduction

The City of Glendale was incorporated on February 16, 1906 and spans approximately 30.6 square miles with a population of 204,765 (US Census estimate, July 1, 2019). Located minutes away from downtown Los Angeles, Pasadena, Burbank, Hollywood, and Universal City, Glendale is the fourth largest city in Los Angeles County and is surrounded by Southern California's leading commercial districts.

Glendale prides itself on the quality of services it provides to the community. It is a full-service city, which includes water and electrical divisions within the Glendale Water & Power (GWP) department. GWP serves over 88,000 electrical customers, providing electrical service to virtually all of the customers within the Glendale city limits. GWP's annual retail electrical load obligation is approximately 1.45 million MWh. GWP's peak load of 346 MW occurred on September 1, 2017.

GWP's electric utility can be roughly divided into two functions: **Energy Supply** (consisting of power marketing, electric dispatch, and generation) and **Energy Delivery** (consisting of electric engineering and electric construction and operations). This RFP focuses on assessments and inspections of Energy Delivery assets.

GWP meets its load obligations through a combination of locally-generated power (at its Grayson power plant), locally-procured power (from the Magnolia power plant located in Burbank, CA), approximately 17 MW of customer-owned photovoltaic generation (i.e., "rooftop solar"), a portfolio of long-term Power Purchase Agreements (PPAs), and real-time purchases.

As a NERC-registered *Distribution Provider – Under-Frequency Load Shed* (DP-UFLS) entity, GWP maintains compliance responsibility for NERC standards PRC-005 and PRC-006. The Los Angeles Department of Water & Power (LADWP) serves as GWP's Balancing Authority (BA) and manages its relationship with GWP through a Balancing Authority Area Services Agreement (BAASA).

GWP's transmission system is comprised of 56 miles of 34.5 kV and 69 kV lines, with no transmission assets over 100 kV, and its distribution system includes 503 miles of 4 kV and 12 kV lines. 14 substations are located throughout the City of Glendale, all within city limits. GWP is a radial feed from the LADWP BA with an intertie at the Air Way Receiving Station, a 230/69 kV substation operated jointly by GWP and LADWP. GWP also maintains a connection with Burbank Water and Power (BWP) to receive energy from the Magnolia Power Plant (MPP); BWP is also within the LADWP BA.

GWP recognizes and acknowledges that the electric utility industry is faced with unprecedented challenges, including (but not limited to) the proliferation of distributed generation (e.g., rooftop solar and other co-generation facilities) and in-home energy storage (e.g., batteries), new smart grid-enabled devices and technology, distribution system automation, increased load demands introduced by electric vehicles, tightening requirements regarding the use of renewable and carbon-free energy, additional risk and regulations in the area of wildfire mitigation, and increased

customer demands regarding cost, reliability, control, and transparency. The assessments and inspections described in this document will be conducted in light of these trends and will provide guidance to GWP on how to best maintain and upgrade its assets to address these issues.

## 2. Objective

GWP is soliciting proposals from qualified consultants to conduct **detailed assessments and inspections** of all poles, streetlights, transformers (including pad-mounted), vaults (above-ground and underground, both City- and customer-owned), and associated equipment. The purpose of the assessments and inspections is to establish a record of the current state of GWP's transmission and distribution assets. The assessment and inspection results will feed into the continued development and refinement of GWP's Master Plan, specifically with respect to prioritization of GWP capital improvement and operations and maintenance efforts.

## 3. Qualifications

The Proposer must provide evidence of having provided services for at least 3 prior projects similar to those outlined in the Scope of Work within the past 10 years. Qualifications should include a description of relevant projects that the Proposer has successfully completed, along with details of the services provided and at least three professional references. For each reference, the evidence must include the name of the client, the dates of the project, a short description (no more than one page of the work performed), dates that the work was performed, and a contact name, phone number, and email address for the reference.

Due to the nature of the work, Proposer must use Cal-OSHA Qualified Electrical Workers (QEWs) in appropriate applications. Additionally, the selected Consultant may be required to complete other training as mandated and provided by City staff – for example, safety training, pesticide treatment training, etc.

Proposers not containing qualifying references may be disqualified.

## 4. Instructions to Proposers

### 4.1 Interested Proposer Registration; Questions Regarding RFP

“Interested Proposers” are firms who have contacted GWP via the email address below by the Interested Proposer registration deadline stated in Section 4.7 of this RFP, to register their potential interest in submitting a proposal in accordance with these instructions, and who meet the following criteria. Interested Proposers must submit the following information: (1) a statement of interest in submitting a proposal; (2) contact information for GWP to send information regarding this RFP; (3) information establishing the firm has demonstrated ability to complete this kind of work [e.g., completed at least one prior project on the scope and scale of the proposed project]; and (4) a signed Confidentiality Agreement in the form attached as Attachment A to this RFP.

Interested Proposers may submit any questions pertaining to this RFP via email to Jaime Reyes at jreyes@glendaleca.gov no later than Friday, October 9, 2020 at 5:00pm, Pacific Prevailing Time. Please insert “GWP Electric Assessments and Inspections Proposal” as the subject line of the email. Questions submitted via any other method (*i.e.*, orally, by phone, by mail) will not receive a response. Please do not contact any City official or any other City staff during this selection process regarding this RFP or your proposal. Written answers as necessary will be provided in anonymous format to all Interested Proposers. Proposers are cautioned not to rely on responses to RFP questions submitted to, or provided by, any other source.

There is no pre-proposal conference scheduled for this solicitation.

## **4.2 Subcontractors**

Proposers may submit proposals to (a) rely on a combination of employees and subcontractors or (b) conduct all phases of work in-house. If reliance on any subcontractors is expected or planned, proposals must include the identification of all such subcontractors, name, business address, and (where applicable), licenses held, and all subcontractors must explicitly agree to comply with all terms and conditions of this RFP.

## **4.3. Addenda**

Any addenda issued by GWP shall be in writing, shall become a part of this RFP, and shall be acknowledged and responded to by Proposer. No handwritten notations or corrections will be allowed.

## **4.4. Withdrawal of Proposals; Proposal Validity Period**

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering an emailed request for withdrawal signed by, or on behalf of, the Proposer to Jaime Reyes at jreyes@glendaleca.gov. Upon the proposal deadline, proposals are firm offers that are valid for a period of at least 90 calendar days from the proposal deadline.

## **4.5. Examination of Proposal Documents; Rights of GWP**

The submission of a proposal indicates that the Proposer:

1. Understands and acknowledges the information that was provided by GWP to serve as the basis for submission of their proposal.
2. Has the capability to successfully undertake and complete the responsibilities and obligations of their proposal.
3. Represents that all information contained in their proposal is true and correct.
4. Did not collude, conspire to agree, directly or indirectly, with any person, firm, corporation, or other Proposer in regard to the amount, terms, or conditions of their proposal.
5. Acknowledges that GWP has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the Proposer, Proposer hereby grants

GWP permission to make these inquiries, and Proposer agrees to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed of any fact or condition.

Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract. This RFP does not commit GWP to enter into a contract, nor does it obligate GWP to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

GWP reserves all rights with respect to this RFP, including but not limited to the rights, in its sole discretion, to:

- Make the selection based on its sole discretion.
- Reject any or all the proposals, or any item of a proposal, whether such proposals are responsive or nonresponsive, and without further obligation or reimbursement to the Proposer(s).
- Award all or any individual part/item of a proposal.
- Purchase all or fewer than all items or quantities of each item(s) specified in a proposal.
- Make a partial award or award different components of the project to different Proposers.
- Modify this RFP.
- Cancel or withdraw this RFP.
- Issue subsequent or new RFPs.
- Postpone opening proposals for its own convenience.
- Remedy errors in the RFP process.
- Approve or disapprove the use of particular subcontractors.
- Solicit additional information, orally or in writing, from one or more of the Proposers relating to the content of their proposal(s).
- Meet with one or more of the Proposers at any time, including prior to a preliminary section of one or more applicants with which the City may choose to negotiate.
- Negotiate price or Scope of Work with any Proposer, all Proposers, or none of the Proposers at any time after receipt of the proposals.
- Negotiate provisions in addition to those stipulated in this RFP or proposed by a Proposer for the purpose of obtaining the best possible proposal.
- Accept other than the lowest offer.
- Waive irregularities in any submittal if that is determined to be the best interest of the City.
- Waive any information or technical defects, as the interests of the City may require.
- Require a Proposer to provide a guarantee (or guarantees) of the contract by a third party.
- Terminate negotiations if City determines termination is in its best interests.
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with GWP.

An agreement shall not be binding or valid with GWP unless and until it is approved by the Glendale City Council, if so required, and executed by authorized representatives of the City and of the selected Proposer (interchangeably referred to as “Consultant” or “Contractor”).

#### 4.7. RFP Timeline

The key phases of the sourcing process and their target completion dates are set forth in the table below. GWP may change these dates at its sole discretion and convenience and will notify registered Proposers of any changes in the key action dates via RFP addenda.

Activity	Date
Issue RFP	September 3, 2020
Interested Proposer Registration Deadline	October 14, 2020
Final day to submit questions on RFP	October 9, 2020
Answers to RFP questions	October 13, 2020
Proposals due	October 14, 2020
Send notifications / questions to Proposers	+7 weeks
RFP presentations by Proposers	+8 weeks
Notify short-listed Proposers	+9 weeks
Commence contract negotiations	+10 weeks
City Council Approval (if needed)	+12 weeks
Commencement of Contract	+14 weeks

#### 5. Scope of Work

The work will proceed on a Task Order basis. Project tasks shall include, but are not necessarily limited to, the tasks as described below. If the Proposer recommends, based upon its past experience and industry best practice, additional tasks, assessments, or assessment and inspection elements, they must be clearly identified in the proposal and priced separately to ensure ease of comparison with other Proposers. Proposers responding to this RFP shall be prepared to begin work no later than 30 days after the award of contract.

The Scope of Work shall consist of detailed assessments and inspections of the following general categories of assets, and all equipment and devices on/in these assets:

1. **Poles** – Transmission, distribution, guy, service; includes any other devices that suspend or support GWP assets off the ground (e.g., guy wires, anchors, crossarms).
2. **Vaults** – Preformed underground vaults, customer electrical rooms (including customer vaults), or any other spaces in which GWP has installed and maintains assets to transmit and/or distribute electrical energy.
3. **Streetlights** – Any streetlights or poles (e.g., wood, concrete, steel, etc.) upon which City streetlights have been installed.
4. **Padmount Transformers** – Ground-mounted distribution transformers in a locked steel cabinet mounted on a concrete pad, which are not associated with any poles.

In addition, proposal shall include staff to work at GWP Engineering to pull vault details and prepare work packages, per GWP standard work practices, for the field assessments and inspections. This staff shall receive training on the tasks needed to prepare the work orders, and GWP staff shall grant physical and electronic access as required to complete this work.

## 5.1 Deliverables

Deliverables shall include documents with the data collected during the assessments and inspections.

1. One formal assessment and inspection report for each asset (pole, vault, streetlight, or padmount transformer) inspected shall be completed during each asset assessment and inspection.

At the end of each work day, the set of assessment and inspection reports completed that day shall be submitted via email (this list is subject to change as dictated by staffing changes or other requirements):

To: **Jaime Reyes**, jreyes@glendaleca.gov  
Cc: **Catherine Babakhanlou**, cbabakhanlou@glendaleca.gov  
**Rigo Orozco**, rorozco@glendaleca.gov  
Subject: GWP Assessment and Inspection Reports conducted on <insert date>

2. One Excel (.xlsx) spreadsheet file containing multiple tabs shall be populated that contains the assessment and inspection results. The Excel file shall contain no macros. The data in this spreadsheet file will replicate the data contained in the formal assessment and inspection reports.
  - a. Each row in the spreadsheet will contain all data collected for an asset, including the assigned assessment and inspection rating or score. The spreadsheet should facilitate sorting based upon the data fields.
  - b. Each asset type (i.e., pole, vault, streetlight, etc.) shall have one Excel worksheet (i.e., tab) within the workbook.
  - c. At the end of each work week, the updated spreadsheet file containing data for all assessments and inspections completed to-date shall be submitted via email (this list is subject to change as dictated by staffing changes or other requirements):

To: **Jaime Reyes**, jreyes@glendaleca.gov  
Cc: **Catherine Babakhanlou**, cbabakhanlou@glendaleca.gov  
**Rigo Orozco**, rorozco@glendaleca.gov  
Subject: GWP Assessment and Inspection Reports conducted on <insert date>

## 5.2 Assessments and Inspections

GWP shall provide secure, remote electronic access to GWP GIS maps and data pertaining to the assets requiring assessment, including poles, vaults, streetlights, and padmount transformers. Consultant shall furnish its staff with all IT equipment (e.g., laptops, tablets, cell phones, telecommunications equipment and functionality, etc.) needed to remotely access the GWP GIS maps and data. This shall be the primary mechanism through which Consultant will identify GWP assets to be inspected and assessed. GWP may, at its discretion and as needed, provide this, or supplemental, information through another mechanism on an as-needed basis.

Proposals should reflect assessment and inspection work conducted on the following 34,549 assets:

- Poles, including 11,091 transmission and distribution, 3,387 secondary service, and 333 guy poles.

- GWP underground vaults, including 1,480 distribution and transmission vaults, 7,299 pullboxes (primary, secondary, and streetlights), and 1,338 customer vaults.
- Streetlight poles, including 3,807 steel, 3,436 wood, 1,878 concrete poles, and 97 poles of other (unknown) classification. There are also 2,534 streetlights installed on T&D poles, but these will not specifically be inspected as streetlight poles and will be treated and counted as T&D poles (they are included in the count above). There are also 225 soffit lights that are attached to other structures (e.g., walls, bridges, ceilings, etc.) that are out of scope for this proposal.
- 178 padmounted transformers.

These counts are correct as of the date this RFP is published and are provided as a basis for this proposal; the actual number may vary. Consultant shall assess and inspect each asset and complete one detailed assessment and inspection report for each asset as ultimately identified and confirmed by GWP staff. GWP acknowledges that the final number of elements assessed and inspected will not match the numbers listed in the Proposal, but provides them as a basis for comparison of received proposals.

For any GWP asset of these types discovered during the assessment and inspection process that is not on the GWP-provided list, contact GWP staff to confirm that it should be assessed and inspected and noted as a new asset.

GWP maintains sole discretion in determining when an asset has been fully assessed and inspected, including for the purposes of invoicing. If GWP determines an asset requires further assessment and inspection (for reasons including, but not limited to, an element of the assessment inspection was not fully completed, or a deliverable for a particular asset was incomplete or inaccurate, or the results of a deliverable are ambiguous or unclear), Consultant will be required to reassess and re-inspect that same element without increasing the total number of assets assessed and inspected, and should include that asset only once for the purposes of invoicing upon completion of the assessment and inspection.

GWP shall assign an Electrical Line Mechanic (ELM) Supervisor II to coordinate and oversee Consultant's work crews on a daily basis. Typical tasks include, but are not limited to, checking crews into feeder areas, spot checking assessments and inspections, deciding whether additional tasks are warranted, and serving as the Consultant's single point-of-contact for day-to-day work and tasks. This responsibility may be assigned or delegated at GWP discretion. The ELM Supervisor will not always be on-site and physically present with all crews at all times, so work crews shall be capable of completing all necessary assessment and inspection tasks independently.

**Equipment will not be de-energized for the assessments and inspections** unless GWP agrees that the equipment must be de-energized to ensure a complete assessment and inspection. Consultant shall ensure their corporate policies and standards are compliant with industry- and country-specific regulations, and shall comply with all current and applicable Federal, state, and local codes and standards, including (but not limited to) the latest editions of:

- Cal-OSHA requirements, including safety, inspection, and occupational health requirements;

- California Public Utilities Commission (CPUC) General Order GO-95 (“Rules for Overhead Electric Line Construction”);
- California Public Utilities Commission (CPUC) General Order GO-128 (“Rules for Underground Electric Supply and Communication Systems”);
- CPUC General Order GO-165 (“Inspection Requirements for Electric Distribution and Transmission Facilities”); and
- Caltrans’ Work Area Traffic Control (WATCH) Handbook.

Each assessment and inspection report shall, at a minimum:

1. Assess each of the elements listed in the applicable example pole, vault, streetlight, and padmount transformer inspection reports and flow charts included in Attachments B, C, D, and E.
2. In addition to those element assessments and inspections listed in the example inspection reports in the Attachments, the following should also be completed for each asset:

#### POLES

- Complete the 4-page Power Pole Inspection & Treatment Flow Chart in Attachment C, including the pole treatments.
- Indicate the type of pole – e.g., wood (cedar, Douglas Fir), ductile iron, steel, fiberglass, etc.
- Record GO-95 infractions incurred by parties other than GWP (e.g., telecommunications companies). Report to the primary GWP contact on other issues unrelated to GWP equipment (e.g., missing wood molding on a communications ground), but otherwise do not remediate or address.

#### VAULTS

- Sketches of the roof and the walls showing the location of any damage and location of equipment.
- On the assessment and inspection sheet, include a description of the location of where and/or how the equipment is accessed – e.g., “third floor,” or “basement,” – and should include a description of how to get to the entrance.
- Validate GWP vault detail drawings and provide mark-ups and corrections, as necessary, to ensure the vault detail drawings are accurate.

#### STREETLIGHTS

- Identify and photograph any other assets, other than the streetlight, on the streetlight pole – for example, communication devices (fiber, Tropos, etc.) owned by the City or other entities.

#### PADMOUNTS

- Test for leakage current, which can result from poor grounds (e.g., during dry weather).
- Apply and complete the vault inspection sheet in Attachment D to padmounts.

3. Assign a Repair Priority (from 1 to 5) for each of the elements and associated equipment:
  - 1 = perfect condition
  - 2 = normal wear-and-tear and/or minor damage that does not pose any safety concerns or compromised operation
  - 3 = significant wear-and-tear and/or damage that could pose a safety concern or sub-optimal operation (including the potential for operational failure), flag for future remediation / repair / replacement
  - 4 = imminent failure and/or asset poses a legitimate and likely safety concern, schedule remediation / replacement / repair
  - 5 = complete failure, requires immediate/emergency replacement [Note: any equipment in this category should be reported to the primary GWP contact on the same day it is identified.]
  
4. For all poles, streetlights, vaults, and padmounts:
  - Include a series of high-definition (minimum of 12 megapixels) photographs that, in total, provide a visual record of the asset and equipment on/in the asset.
  - Auxiliary lighting, e.g., flash, shall be used as needed to ensure the photographs are useable and useful.
  - Each photograph shall be timestamped and GPS-stamped, with the timestamp on the photo, such that GWP does not rely upon the file's timestamp to determine the date and time the photo was taken. The GPS coordinates shall be saved as an attribute of the photo.
  
5. In addition, for poles and streetlights:
  - Provide aerial photographs (e.g., from a drone) of pole tops. These photographs shall conform to the same requirements listed in the bullets listed in item 4 (minimum of 12 megapixels, use flash where needed, and timestamped and GPS stamped). If damage or other issues are spotted, GWP may subsequently request additional photographs of those problem areas for further investigation.
  - Take the GPS coordinate within 3 feet of the asset (pole, streetlight, etc.).
  
6. In addition, for vaults and padmounts:
  - Include a series of high-definition (minimum of 12 megapixels) photographs that, in total, provide a 360-degree panoramic visual record of the assets and equipment within the vault.
  - For underground vaults, take the GPS coordinate at the center of the vault lid.
  - For above-ground vaults (e.g., electrical rooms, vault rooms, cabinets, etc.), take the GPS coordinate at the entrance of the room or cabinet.
  - For padmounts, take the GPS coordinate at the center of the front door.
  
7. Include a series of high-definition (minimum of 12 megapixels), infrared photographs of all electrical connections while equipment is energized to show heat gradients to highlight areas of high temperature, which can be an indication of faulty, failing, or poor electrical connectivity. Each photograph shall be timestamped, with the timestamp on the photo,

such that GWP does not rely upon the file's timestamp to determine the date and time the photo was taken.

8. Assess all assets within, or attached to, or directly associated with, the main asset being inspected. At a minimum, this includes:
  - For poles: crossarms, primary and secondary conductors, pole steps, guy wires or anchors, fiber tubes and equipment, communications services and devices (e.g., Tropos), capacitors, cutouts, disconnects, pole switches, risers, terminators, transformers, reclosers, and/or cables. Note any other attached or associated devices not listed here.
  - For vaults: fans, pumps, grounds, transformers, switches, splices, landings and junctions, walls, conduit entries, primary cables, secondary cables, fiber optics, and/or vents (flush-mounted or standpipe type). Note any other associated devices not listed here.
  - For streetlights: light shields, standards, attachments, photovoltaic equipment (i.e., solar panels), photo eyes, and cables.
  - For padmounts: transformers, external switches, or any other equipment connected to the padmount transformer.

If Proposer recommends gathering additional information or data not listed in the example Report as part of the assessment and inspection, the proposal shall indicate what other information is recommended and why. Proposals will not be penalized for the higher cost due to these added assessment and inspection steps, though the proposal should highlight these costs for the purposes of evaluation.

The final scope of work shall be negotiated and finalized upon selection of a Proposer and prior to contract execution.

## **6. Proposal Submittal**

These guidelines govern the format and content of the proposal and of the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of GWP's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not related to the RFP and proposal, e.g., generalized brochures, marketing material, etc., will not be considered in the evaluation.

All proposals shall address the items in the order listed below and shall be numbered 1 through 8 in the proposal document. Please include a Table of Contents preceding the Chapters. Proposals must be submitted on double-sided and recycled paper wherever possible.

### **Chapter 1 – Proposal Summary**

This Chapter shall discuss the highlights, key features, and distinguishing points of the proposal, including the not-to-exceed amount for compensation and expenses and the expected completion

date for the Scope of Work. This section should also include pricing of items that the Proposer recommends above and beyond the minimum requirements outlined in this document. Finally, a separate sheet shall include a list of individuals and contacts, including phone numbers and email addresses, for this proposal. Limit this Chapter to a total of three (3) pages, including the separate sheet.

## **Chapter 2 – Profile of the Proposer(s)**

This Chapter shall include:

- A brief description of the Proposer’s firm, including firm name, address, phone number, and primary contact person (including phone number and email address);
- Brief history, including the current permanent staff size as well as local organization structure;
- A discussion of the Proposer’s financial stability, capacity, and resources;
- A listing of any claim(s), lawsuit(s), or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer either as a contractor or subcontractor or by its subcontractors where litigation is still pending or has occurred within the last five (5) years, or (b) any type of project where claims or settlements were paid by the Proposer or its insurers within the last five (5) years.

If subcontractors will be used, include such information for the subcontractors.

## **Chapter 3 – Qualifications of the Proposer**

This Chapter shall include a brief description of the Proposer’s qualifications and previous experience supplying like services and/or equipment to public agencies similar to GWP and the City of Glendale. For each previous project, include all areas of expertise applied, Scope of Work completed, project description, role of each professional for that project, date completed, product provided, the total project cost, the period over which the work was completed, and the name, title, phone number, and email address of clients to be contacted for references. Give a brief statement of the Proposer’s adherence to the schedule and budget for each project. Three (3) references from similar clients with similar projects must be submitted along with the names, telephone numbers, and email addresses of contact persons; these references should be for projects completed in the last five years. If subcontractors will be used, include such information for the subcontractors. Specify any license(s) held by the firm and any subcontractors.

Proposer shall also submit a completed copy of the Safety Questionnaire in Attachment F.

## **Chapter 4 – Product Description, Work Plan, or Proposal**

This Chapter shall present a well-articulated service plan. Include an estimate of total calendar days required to complete the assessments and inspections, staffing, materials, and equipment for, and a full description of, major services provided, tasks, and subtasks with reference to the Scope of Work outlined in this RFP. This section of the proposal shall establish that the Proposer understands GWP’s objectives and work requirements and Proposer’s ability to satisfy those objectives and requirements. List general objectives and succinctly describe the proposed approach for addressing the required services, providing the required product and the Proposer’s ability to meet its proposed schedule, outlining the approach that would be undertaken in providing the requested services. Describe the project understanding, detailed project approach broken down into specific tasks or work elements clearly associated with the Scope of Work, and methodology

to be used in completing each tasks. List specific proposed services, support, and training services to be provided.

### **Chapter 5 – Project Schedule**

This Chapter shall include a projected timeline for completing the project including the start date, meeting dates, and time for assessments and inspections, and shall indicate completion dates from date the order is received. Because invoices shall be submitted on a milestone basis, Proposers are encouraged to complete all assessments and inspections as quickly as possible.

### **Chapter 6 – Project Staffing**

This Chapter shall discuss how the Proposer would staff this project. Key personnel will be named in the final agreement and any changes in key personnel at that time may be cause for rejection of the proposal. Include proposed project management structure (i.e., a project organization chart), including identification of the project Consultant and individuals that will be assigned to the project, the location of staff, and the percentage of their time that will be dedicated to the project. Include brief resumes and relevant experience of key staff assigned to do the work as proposed, clearly indicating the qualifications to perform required tasks.

### **Chapter 7 – Proposal Costs Sheet and Rates**

This Chapter shall include the proposed costs to provide the assessment and inspection services. Include the fully-loaded cost and price to assess and inspect each asset type (pole, vault, streetlight, and pad), total cost and price information, and a not-to-exceed amount that would be contained in a potential agreement with the City. The stated pricing and rates must include all anticipated costs, including administration, travel, per diem, the cost of qualified labor, materials, equipment, taxes, out-of-pocket expenses, and other anticipated personnel and non-personnel costs for the project. Any markups on subcontractor costs and expenses must be specified. No hourly rates or direct staffing costs shall be quoted separately.

Because the actual number of assets inspected may differ from the quantities listed in this RFP and as the basis for the proposal, the actual invoices shall reflect the per-unit prices applied to the actual number of assets ultimately assessed and inspected. *For example, GWP has 1,478 vaults in its system to be assessed and inspected, per this RFP; if, however, the actual number of vaults ultimately assessed and inspected is 1,480 vaults (two more than anticipated in this RFP), the two additional vaults shall be invoiced at the same per-unit rate cited in the proposal.*

Please note the City does not pay for services before it receives them. Payment will be made upon invoice for deliverables accepted. Therefore, do not propose payment terms that call for upfront payments or deposits.

Invoices shall list the identification number or tag of each asset for which the assessment and inspection was completed, the cost associated with the assessment and inspection, and the date(s) work was performed. Invoices shall be submitted as defined milestones are completed. These milestone payments are based upon an estimated 34,549 assets (poles, vaults, streetlights, and pads) to be assessed and inspected, as follows:

<i>Milestone Number</i>	<i>Invoice Description</i>
1	At least 10% of 33,650 assets (3,365 assets) have been assessed and inspected.
2	At least 20% of 33,650 assets (6,730 assets) have been assessed and inspected.
3	At least 30% of 33,650 assets (10,095 assets) have been assessed and inspected.
4	At least 40% of 33,650 assets (13,460 assets) have been assessed and inspected.
5	At least 50% of 33,650 assets (16,825 assets) have been assessed and inspected.
6	At least 60% of 33,650 assets (20,190 assets) have been assessed and inspected.
7	At least 70% of 33,650 assets (23,555 assets) have been assessed and inspected.
8	At least 80% of 33,650 assets (26,920 assets) have been assessed and inspected.
9	At least 90% of 33,650 assets (30,285 assets) have been assessed and inspected.
FINAL	All assets (may exceed 33,650 assets) have been assessed and inspected.

## Chapter 8 – Contract and Insurance Terms

The City’s Professional Services Agreement (PSA) is Attachment G to this RFP. Insurance requirements, including the required insurance documentation, are set forth in Article 11 of the PSA, and indemnification requirements are set forth in Article 12 of the PSA. Upon award of the contract, insurance documentation in a form acceptable to the City Attorney and City Risk Manager must be submitted prior to the City of Glendale’s execution of the PSA.

The Proposer must explicitly indicate here any exceptions to the City of Glendale’s standard PSA terms and conditions, including insurance and indemnification. Proposers are advised that if such exceptions are found by the City to be unacceptable, the proposal may be rejected on that basis alone. Some terms of the standard PSA are non-negotiable due to City Ordinances, State laws, and/or City policies.

## 7. Evaluation Criteria

Each submitted proposal will be reviewed and evaluated by a City review committee to determine the most qualified Proposer as measured by the following criteria:

25%	Quality, performance and effectiveness of the solution, goods, and/or services to be provided by the Proposer; Proposer’s ability to perform the work within the time specified; Proposer’s Work Plan and Approach
25%	Proposer’s experience, including the experience of staff to be assigned to the project, with engagements of similar scope and complexity; Proposer’s financial stability and length of time in business
25%	Cost and Cost Realism
5%	Proposer’s prior record of performance with City or others
15%	Proposer’s compliance with applicable laws, regulations, City policies and guidelines, City contract and insurance requirements, and orders governing prior or existing contracts performed by the Proposer
5%	Quality and completeness of proposal;
100%	Total

## **8. Use of Vendor Proposal and Accompanying Material**

All material submitted in response to this RFP becomes the property of the City of Glendale and will not be returned to the Proposer unless explicitly requested and agreed. Submitted proposals may be reviewed and/or evaluated by persons internal or external to the City at the discretion of the City.

## **9. Proposal Preparation Costs and Expenses**

The City will not be liable for any costs incurred by the Proposer in responding to the RFP, making presentations to the City, or any other activities related to responding to this RFP proposal and/or expenses associated with presentations.

## **10. Non-Appropriation of Funds**

The continuation of any executed PSA into a new fiscal year (e.g., beyond July 1, 2020), is contingent upon the appropriation of funds by City Council to fulfill the requirements of the contract. If the City, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the contract, the obligation to make payment under the contract shall terminate on the last day of the fiscal year for which funds were appropriated (e.g., June 30, 2020). Therefore, it is imperative that each invoice be submitted for work conducted in a single fiscal year, and that work conducted across multiple fiscal years be submitted in separate invoices, such that any given invoice references work performed in only one fiscal year. *For example, if work is conducted in June and July 2020, one invoice should be submitted for work conducted in June 2020, and a separate invoice should be submitted for work conducted in July 2020.* Task orders will be structured so that they do not overlap fiscal years.

## **11. Budgeted Funds**

Notwithstanding anything to the contrary in the PSA, the parties agree that the maximum amount payable under the PSA shall be that amount which is approved by the City for the project. In the event the total amount of the PSA is increased by reason of additional quantities or any other reason, so as to exceed the amount budgeted and approved, the parties agree that the City shall not be liable for the amount of such increase until and unless said budget is amended as provided by the City and funding approved to allow for such an increased amount.

## **12. Form of Agreement**

The selected Proposer prior to or concurrent with the execution of a Professional Services Agreement (“PSA”), shall enter into and execute a Confidentiality Agreement. The form Confidentiality Agreement is attached as Attachment A, and the form PSA is attached as Attachment G. Any exceptions to the insurance requirements must be noted in the Proposal, and will be considered in the evaluation process. If GWP finds the exceptions to be unacceptable, the

Proposal may be rejected on that basis. Alternatively, GWP may continue negotiations with the Proposer. If GWP and Proposer are unable to agree upon the terms of the PSA or if the Proposer is unable to meet the City's insurance requirements, GWP may terminate negotiations with the Proposer and commence negotiations with another Proposer.

The contents of this RFP, RFP Addenda, and the proposal document of the successful Consultant shall become contractual obligations as part of the contract if acquisition action ensures. Failure of the successful Proposer to accept these obligations in a contractual agreement shall result in the cancellation of the award. The City reserves the right to negotiate provisions in addition to those stipulated in this RFP or proposed by Proposer for the purpose of obtaining the best possible proposal.

### **13. Public Records Act**

All responses to this RFP will become the property of the City of Glendale and will be retained or disposed of accordingly. Proposals will be kept confidential until such time as the City has completed its review process. At the conclusion of the City's evaluation, and prior to the City's recommendation of an award to Council, Interested Proposers will be allowed to inspect all proposals received at the City's offices. This date of assessment and inspection will occur before the recommendation is considered by Council. At the conclusion of the City's evaluation, proposals become subject to public review.

Therefore, the Proposer is cautioned to clearly identify on its proposal any data that the Proposer believes to be exempt from publication under the Public Records Act. If the Proposer identifies in its proposal certain data as exempt from disclosure, then the City will notify the Proposer if it receives a request for a copy of the proposal so that the Proposer may, in its discretion, and at the Proposer's sole expense, timely seek a protective order to prevent or limit the disclosure. The City will abide by the terms of the protective order provided that the protective order is supplied to the City prior to the City's deadline for responding to the request for records. By submitting a proposal, the Proposer agrees that it shall indemnify, defend, and hold the City harmless from all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging the City's refusal to publicly disclose one or more records that the Proposer identifies as protectable, or asserts is protectable.

## **ATTACHMENTS**

## ATTACHMENT A. Confidentiality Agreement

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This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the City of Glendale (“City”) and \_\_\_\_\_ a [STATE] [partnership/ corporation] (“Entity”) with respect to the following facts:

- A. Entity is engaged in the business of \_\_\_\_\_.
- B. The City has issued a Request for Proposals (RFP) for its Glendale Water & Power Department (GWP) seeking Comprehensive Transmission & Distribution and Streetlight Assessments and Inspections (the “Project”). In order to provide City with an accurate proposal for the Project, the Entity has asked to obtain the following confidential information: \_\_\_\_\_ (“Information”).
- C. The Information and other documentation that may be disclosed to Entity are confidential and constitute or pertain to critical infrastructure facilities of the City and its utility department, GWP. The City desires to protect the confidentiality of such Information and documentation.

NOW, THEREFORE, in consideration of permitting the disclosure of certain information and the promises contained herein, the parties agree as follows:

1. Entity will keep confidential the Information provided by the City, whether or not marked as confidential, and, except as otherwise permitted herein, or except as specifically authorized in writing by the City, will not disclose the Information in whole or in part other than to designated representatives of the City in connection with the Project. Entity agrees to reveal the Information only to the minimum number of its agents, representatives, attorneys or employees who need to know the Information for the purpose of preparing a Proposal for the Project. Prior to any such disclosure, Entity shall first inform all such individuals the confidential nature of the Information and ensure that they agree to act in accordance with the terms of this Agreement.
2. Entity will not be prohibited from disclosing or using any information which:
  - a. is or becomes generally available to the public other than as a result of a disclosure by Entity; or
  - b. is required to be disclosed by a subpoena or other directive of a court, administrative agency, quasi-judicial body or arbitration panel.
3. All Information, including but not limited to drawings, programs, software, data, financial or other information submitted by the City to Entity or its representatives shall be promptly returned to the City upon its request. Entity shall not retain any copies of the Information.
4. Entity shall indemnify, defend, and hold the City harmless from any claim, damage, loss, cost or expense arising out of Entity’s failure to comply with this Confidentiality Agreement.
5. The Agreement shall be governed by, and construed in accordance with, the laws of the State of California.
6. This Agreement is binding upon and will inure to the benefit of the City and Entity and their

respective successors and assigns.

7. This Agreement constitutes the entire Agreement between City and Entity and its agents with respect to the specific subject matter hereof and supersedes all written and oral communications about the specific subject matter hereof. No modifications or revisions shall be of any force or effect, unless the same is in writing and executed by the City and Entity and its agents hereto.
8. The signatory below represents that he or she is duly authorized to sign this Agreement on behalf of the Entity and its agents for whom he or she signs.

IN WITNESS WHEREOF, the Entity's authorized signatory has signed this Agreement the date first written above.

**ENTITY**

By \_\_\_\_\_

Its \_\_\_\_\_

## **ATTACHMENT B. Sample Pole Inspection Report**

A sample Pole Inspection Report is included on the next three pages.

## **ATTACHMENT C. Power Pole Inspection & Treatment Flow Chart**

The Power Pole Inspection & Treatment Flow Chart is included on the next four pages.

## **ATTACHMENT D. Sample Vault Inspection Report**

Sample Vault Inspection Reports are included on the next two pages.

## **ATTACHMENT E. Sample Streetlight Inspection Sheet**

Sample Streetlight Inspection Sheet is included on the next page.

## ATTACHMENT F. Safety Questionnaire

1. List your company's number of injuries/illnesses from your OSHA 300 logs for the three most recent years.

20 \_\_\_\_ 20 \_\_\_\_ 20 \_\_\_\_

a. Fatalities			
b. OSHA recordable incidents			
c. Lost work-day incidents			
d. Total lost work-days			
e. Total hours worked			

2. Company Safety Contact:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

3. Safety Program Documentation

- a. Do you have a written safety program manual?  YES  NO

Last revision date: \_\_\_\_\_

- b. Do you have a written safety field manual?  YES  NO

- c. Are all workers given a booklet that contains work rules, responsibilities, and other appropriate information?  YES  NO

4. Policy and Management Support

- a. Do you have a safety policy statement from an officer of the company?  YES  NO

- b. Do you have a disciplinary process for enforcement of your safety program?  YES  NO

- c. Does management set corporate safety goals?  **YES**  **NO**
- d. Does executive management review:
- Accident reports?  **YES**  **NO**
  - Safety statistics?  **YES**  **NO**
  - Inspection reports?  **YES**  **NO**
- e. Do you safety pre-qualify subcontractors?  **YES**  **NO**
- f. Do you have a written policy on accident reporting and investigation?  **YES**  **NO**
- g. Do you have a light-duty, return-to-work policy?  **YES**  **NO**
- h. Is safety part of your supervisors' performance evaluation?  **YES**  **NO**
- i. Do you have a personal protective equipment (PPE) policy?  **YES**  **NO**
- j. Do you have a written substance abuse program?  **YES**  **NO**

If YES, does it include (check all applicable boxes):

- Pre-employment testing
- Random testing
- Reasonable cause testing
- Post-accident testing
- Panel Screen
- Return-to-duty testing
- Disciplinary process
- Alcohol testing
- National Institute on Drug Abuse

- k. Does each level of management have assigned safety duties and responsibilities?  **YES**  **NO**

## 5. Training and Orientation

- a. Do you conduct safety orientation training for each employee?  **YES**  **NO**
- b. Do you conduct site safety orientation for every person new to the job site?  **YES**  **NO**
- c. Does your safety program require safety training meetings for each supervisor (foreman and above)?  **YES**  **NO**

If YES, how often?

- Weekly  Monthly  Quarterly  Annually  Other \_\_\_\_\_

- d. Do you hold tool box/tailgate safety meetings focused on your specific work operations/exposures?  **YES**  **NO**  
 If YES, how often?  
 Weekly  Daily  Other \_\_\_\_\_
- e. Do you require equipment operation/certification training?  **YES**  **NO**
6. Administration and Procedures
- a. Does your written safety program address administrative procedures?  **YES**  **NO**  
 If YES, check which apply:  
 Pre project/task planning  Emergency procedures  
 Record keeping  Audits/inspections  
 Safety committees  Accident investigations/reporting  
 HAZCOM  Training documentation  
 Substance abuse prevention  Hazardous work permits  
 Return-to-work  Subcontractor prequalification
- b. Do you have project safety committees?  **YES**  **NO**
- c. Do you conduct job site safety inspections?  **YES**  **NO**  
 If YES, how often?  
 Daily  Weekly  Monthly  Other \_\_\_\_\_  
 If YES, do these inspections include a routine safety inspection of equipment (e.g., scaffold, ladders, fire extinguishers, etc.)?  **YES**  **NO**
- d. Do you investigate accidents?  **YES**  **NO**  
 How are accidents reported?  
 Total company  By superintendent  
 By project  By project manager  
 By foreman  In accordance with OSHA
- e. Do you discuss safety at all preconstruction and progress meetings?  **YES**  **NO**
- f. Do you perform rigging and lifting checks prior to lifting?  **YES**  **NO**  
 If YES, are these checks for?  
 Personnel  Equipment  Heavy lifts (more than 10,000 lbs.)
7. Work Rules

- a. Do you periodically update work rules?  YES  NO  
When was the last update? \_\_\_\_\_

- b. What work practices are addressed by your work rules? Check all that apply:

- |   |  |
|---|--|
| <input type="checkbox"/> CPR/first aid  | <input type="checkbox"/> Access—entrances/stairs             |
| <input type="checkbox"/> Barricades, signs, and Signals                                 | <input type="checkbox"/> Respiratory protection              |
| <input type="checkbox"/> Blasting   | <input type="checkbox"/> Material handling/storage           |
| <input type="checkbox"/> Communications   | <input type="checkbox"/> Temporary heat                      |
| <input type="checkbox"/> Compressed air and gases                                       | <input type="checkbox"/> Vehicle safety                      |
| <input type="checkbox"/> Concrete work  | <input type="checkbox"/> Traffic control                     |
| <input type="checkbox"/> Confined-space entry   | <input type="checkbox"/> Site visitor escorting              |
| <input type="checkbox"/> Cranes/rigging and hoisting                                    | <input type="checkbox"/> Public protection                   |
| <input type="checkbox"/> Electrical grounding   | <input type="checkbox"/> Equipment guards and grounding      |
| <input type="checkbox"/> Environmental controls and Occupational health                 | <input type="checkbox"/> Monitoring equipment                |
| <input type="checkbox"/> Emergency procedures   | <input type="checkbox"/> Flammable material handling/storage |
| <input type="checkbox"/> Fire protection and prevention                                 | <input type="checkbox"/> Site sanitation                     |
| <input type="checkbox"/> Floor and wall openings  | <input type="checkbox"/> Trenching and excavating            |
| <input type="checkbox"/> Fall protection  | <input type="checkbox"/> Lockout/Tagout                      |
| <input type="checkbox"/> Housekeeping   | <input type="checkbox"/> Energized/pressurized equipment     |
| <input type="checkbox"/> Ladders and scaffolds  | <input type="checkbox"/> Personal protective equipment       |
| <input type="checkbox"/> Tools, power and hand  | <input type="checkbox"/> Electrical power lines              |
| <input type="checkbox"/> Welding and cutting (hot work)                                 |  |
| <input type="checkbox"/> Mechanical equipment / maintenance / pre-op checks / operation |  |
| <input type="checkbox"/> Other _____  |  |

8. OSHA Inspections

- a. Have you been inspected by OSHA in the last three years?  YES  NO
- b. Were these inspections in response to complaints?  YES  NO
- c. Have you been cited as a result of these inspections?  YES  NO

If YES, describe the citations (add additional sheets if necessary):

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## **ATTACHMENT G. City of Glendale Professional Services Agreement (PSA)**

The City's standard Professional Services Agreement (PSA) language is on the following 22 pages.

(For Architect, Landscape Architect, Professional Engineer, or Professional Land Surveyor)

**PROFESSIONAL SERVICES AGREEMENT**

BETWEEN THE CITY OF GLENDALE  
AND

\_\_\_\_\_

**THIS AGREEMENT** (“Agreement”), effective \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), is between the City of Glendale ("CITY"), a municipal corporation, and \_\_\_\_\_ ("CONSULTANT"), a [(Name of State) corporation/ partnership/ limited partnership/ limited liability company/ a sole proprietor/ an individual] (collectively, “PARTIES” or individually, “PARTY”).

**RECITALS**

A. CITY is a public entity organized and existing under its Charter and the State of California’s Constitution.

B. CONSULTANT, a [**SELECT ONE:** licensed architect/ licensed architectural firm/ licensed landscape architect/ licensed architectural firm/ registered professional engineer/ registered professional engineering firm/ licensed professional land surveyor/ licensed professional land surveying firm], represents that CONSULTANT is, and will continue to be for this Agreement’s duration, a [(Name of State) corporation in good standing/ partnership/ limited partnership/ limited liability company/ a sole proprietorship/ an individual.] [**NOTE: staff must verify corporate status/ partnership/ LLC and Consultant’s license, if any, and obtain proof.**] [**ADD, IF APPLICABLE:** (which) (who) employs persons who are duly registered or licensed to practice in the State of California.]

C. CONSULTANT possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement’s tasks in a professional and competent manner.

D. CONSULTANT desires to furnish and perform professional services for CITY, on the terms and conditions described in this Agreement. CONSULTANT has the legal authority to provide, engage in, and carry out the professional services set forth in this Agreement.

**AGREEMENT**

**THEREFORE**, CITY engages CONSULTANT’s services, and in consideration of the PARTIES’ mutual promises, the PARTIES agree as follows:

**1.0 INCORPORATION OF RECITALS**

1.1. The Recitals constitute the factual basis upon which CITY and CONSULTANT have entered into this Agreement. CITY and CONSULTANT acknowledge the Recitals' accuracy and, therefore, incorporate them into this Agreement.

## 2.0 TERM

[Select one of the following alternatives:]

2.1. **[OPTION 1]** This Agreement begins on the Effective Date, and continues in effect until completion of the work described in Article 3, unless this Agreement ends sooner according to the terms elsewhere in this document.

2.1. **[OPTION 2]** This Agreement's Term is [  #  ] [months/ years], beginning on   [DATE]   and ending on   [DATE]  , unless this Agreement ends sooner according to the terms elsewhere in this document.

## 3.0 SERVICES

3.1. **Scope of Work.** CONSULTANT shall   [specify services to be provided]   ("the Services") in accordance with the Scope of Work, which is attached as "Exhibit A" to this Agreement and is incorporated into it by this reference. **[NOTE: "Exhibit A" must set forth in detail the nature and extent of services that professional person or firm will render. Scope of Work should identify specific tasks, list and describe any deliverables, and specify procedures/ criteria for acceptance.]**

### 3.2. **Written Authorization.**

(A) CONSULTANT shall not make changes in the Scope of Work, perform any additional work, or provide any additional material, without first obtaining written authorization from CITY. If CONSULTANT provides additional services or materials without written authorization, or if CONSULTANT exceeds the Maximum Cost in Paragraph 7.4 of this Agreement, CONSULTANT proceeds at CONSULTANT's own risk and without payment.

(B) CITY will authorize CONSULTANT to proceed with discrete tasks by issuing written Task Orders. Receipt of a written Task Order, signed by CITY's Project Manager, is a prerequisite for CONSULTANT to proceed with each task. **[ADD, IF APPLICABLE:** Each Task Order will specify a not-to-exceed price and a schedule for completion of the task. CONSULTANT shall not exceed the not-to-exceed price in each Task Order.] In performing each phase or task, CONSULTANT shall not exceed the Maximum Cost in Paragraph 7.4 of this Agreement. Issuance of a Task Order neither authorizes CONSULTANT to incur expenditures in excess of the Maximum Cost, nor relieves CONSULTANT from its responsibility for completing all of the Services within the Maximum Cost.

3.3. **Professional Standard of Care.** During this Agreement's Term:

(A) CONSULTANT and its Subconsultants, subcontractors, employees, and agents (collectively, "CONSULTANT PARTIES") shall perform all of the Services in this Agreement in an expeditious and professional manner, using professionals properly licensed and duly qualified to perform the Services.

(B) CONSULTANT PARTIES shall perform the work described in this Agreement in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONSULTANT PARTIES' profession currently practicing in California. By delivering the completed work, CONSULTANT PARTIES represent and certify that their work conforms to: the requirements of this Agreement; all applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

(C) CONSULTANT PARTIES are responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation: site conditions; existing facilities; seismic, geologic, soils, hydrologic, geographic, climatic conditions; applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that CITY provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by CITY.

(D) When the Scope of Work requires or permits CITY's review, approval, conditional approval, or disapproval, CONSULTANT acknowledges that CITY's review, approval, conditional approval, or disapproval:

- (1) Is solely for the purposes of administering this Agreement and determining whether CONSULTANT is entitled to payment for its Services;
- (2) Is not to be construed as a waiver of any breach, or acceptance by CITY, of any responsibility— professional or otherwise— for the Services or CONSULTANT's work product;
- (3) Does not relieve CONSULTANT of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and
- (4) Does not relieve CONSULTANT from liability for damages arising out of CONSULTANT's: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

(E) Without additional compensation to CONSULTANT and at no cost to CITY, CONSULTANT shall correct or revise all errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, or other services.

#### **4.0 TIME FOR PERFORMANCE**

[Select one of the following alternatives:]

4.1. **[OPTION 1]** CONSULTANT shall complete all of the Services by    [DATE]   .

4.1. **[OPTION 2]** CONSULTANT shall perform the Services according to the Project Time Schedule, which is attached as “Exhibit B” to this Agreement and is incorporated into it by this reference. CONSULTANT shall complete all of the Services by    [DATE]   .

4.2. If the Project Time Schedule calls for performance of the Services in phases or discrete increments, CONSULTANT shall not proceed from one phase or increment to the next without written authorization from CITY’s Project Manager.

4.3. **Force Majeure.** If an event or condition constituting a “force majeure”— including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, or natural disaster— prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY is not in Default, under Paragraph 13.1 of this Agreement, of the obligation. A delay beyond a PARTY’s control automatically extends the time, in an amount equal to the period of the delay, for the PARTY to perform the obligation under this Agreement. The PARTIES shall prepare and sign an appropriate document acknowledging any extension of time under this Paragraph.

#### **5.0 PERSONNEL**

5.1. **Project Management.** Each PARTY shall appoint a Project Manager. The Project Managers shall meet [**SET FORTH SPECIFIC TIMES: hourly/ daily/ weekly/ as needed**] to coordinate, review, and ensure CONSULTANT’s performance under this Agreement. CITY’s Project Manager will oversee the administration of CONSULTANT’s tasks under this Agreement.

5.2. **Key Personnel.** CONSULTANT’s project team shall work under the direction of the following key personnel    [IDENTIFY CONSULTANT’S KEY PERSONNEL AND TITLE]   . [**OR STATE: CONSULTANT shall employ the key personnel identified in “Exhibit A.”**] CONSULTANT shall minimize changes to its key personnel. CITY may request key personnel changes, and CITY may review and approve key personnel changes proposed by CONSULTANT. CITY will not unreasonably withhold approval of key personnel assignments and changes.

5.3. **Use of Agents or Assistants.** With CITY's prior written approval, CONSULTANT may employ, engage, or retain the services of persons or entities ("Subconsultants") that CONSULTANT may deem proper to aid or assist in the proper performance of CONSULTANT's duties. CITY is an intended beneficiary of all work that the Subconsultants perform for purposes of establishing a duty of care between the Subconsultants and CITY. CONSULTANT is as responsible for the performance of its Subconsultants as it would be if it had rendered the Services itself. All costs of the tasks performed or the expenses incurred by the Subconsultants are chargeable directly to CONSULTANT. Nothing in this Agreement constitutes or creates a contractual relationship between CITY and anyone other than CONSULTANT.

5.4. **Independent Contractor.**

(A) CONSULTANT understands and acknowledges that CONSULTANT is an independent contractor, not an employee, partner, agent, or principal of CITY. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, CONSULTANT is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for CONSULTANT and for CONSULTANT's employees and Subconsultants. CONSULTANT has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom CONSULTANT uses in performing the Services under this Agreement. CONSULTANT shall provide the Services in CONSULTANT's own manner and method, except as this Agreement specifies. CONSULTANT shall treat a provision in this Agreement that may appear either to give CITY the right to direct CONSULTANT as to the details of doing the work, or to exercise a measure of control over the work, as giving CONSULTANT direction only as to the work's end result.

(B) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY for any obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that CITY may be required to make on behalf of CONSULTANT, an employee of CONSULTANT, or any employee of CONSULTANT construed to be an employee of CITY, for the work done under this Agreement.

5.5. **Non-Discrimination in Employment.** CONSULTANT shall not discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

5.6. **Disability Access Laws.** CONSULTANT represents and certifies that the work product, studies, reports, designs, drawings, and specifications that CONSULTANT prepares under this Agreement fully conform to all applicable disability access and design laws, regulations, and standards— including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations— when the Scope of Work requires or calls for compliance with those laws, regulations, or standards.

5.7. **Prevailing Wage Laws.** Services by persons deemed to be employees of CONSULTANT possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. CONSULTANT's sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, CONSULTANT, at its expense, shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5.8. **Workers' Compensation.** CONSULTANT understands and acknowledges that all persons furnishing services to CITY under this Agreement are, for the purpose of workers' compensation liability, employees solely of CONSULTANT and not of CITY. In performing the Services or the work under this Agreement, CONSULTANT is liable for providing workers' compensation benefits to CONSULTANT's employees, or anyone whom CONSULTANT directly or indirectly hires, employs, or uses. CITY is not responsible for any claims at law or in equity caused by CONSULTANT's failure to comply with this Paragraph.

## 6.0 **FACILITIES**

6.1. CONSULTANT shall provide all facilities necessary to fully perform and complete the Services. If CONSULTANT needs to use a CITY facility, CONSULTANT shall meet and confer with CITY before CONSULTANT begins the work that this Agreement requires, the PARTIES shall agree to any costs chargeable to CONSULTANT, and in an amendment to this Agreement, the PARTIES shall describe the facility's terms of use and its charges.

6.2. CONSULTANT shall pay for any damage to CITY property, facilities, structures, or streets arising out of CONSULTANT's use, occupation, operation, or activities in, upon, under, or over any portion of them.

## 7.0 **PAYMENT**

7.1. CITY's payment to CONSULTANT will be based upon CONSULTANT's Fee Schedule, which is attached as "Exhibit C" to this Agreement and is incorporated into

it by this reference. **[NOTE: "Exhibit C" must include a breakdown of the not-to-exceed amount, including hourly rates for project staff, any overtime rates, a list and the rate for any reimbursable expenses, or a statement that costs are included in the hourly rate, and an explanation of any mark-ups.]** Except as itemized in the Fee Schedule, CONSULTANT shall pay for all expenses, including reimbursable or out-of-pocket expenses, that CONSULTANT incurs in performing the Services. The Fee Schedule will remain in effect for the Agreement's Term.

[Select one of the following provisions:]

7.2. **Fee. [OPTION 1]** CITY shall pay for the Services in a lump sum, which is not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_), upon CONSULTANT's satisfactory completion of the Services and CONSULTANT's delivery of the work product.

7.2. **Fee. [OPTION 2]** CITY shall pay for the Services that CONSULTANT performs in accordance with this Agreement at the hourly rate(s) specified in "Exhibit C," the TOTAL amount of which is not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_).

7.2. **Fee. [OPTION 3]** CITY shall pay for the Services in \_\_\_\_\_ **IF PAYMENTS ARE IN INTERVALS, SPECIFY A PERIOD (e.g., monthly/ quarterly) OR SPECIFY A QUANTITY (e.g., two, three, five)** installments, the TOTAL amount of which is not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_). Each installment will be payable upon satisfactory completion, in CITY's determination, of the work in each phase identified below, and in an amount proportionate to the work CONSULTANT performed or completed within each phase:

<u>Phase:</u>	<u>Description:</u>	<u>Amount:</u>
I -	_____ [Example: Construction Documents]	\$ _____
II -	_____ [Example: Bid Documents]	\$ _____
III -	_____ [Example: Construction Support]	\$ _____
IV -	_____ [Example: Project 's Closeout]	\$ _____
<b>TOTAL</b>		\$ _____

7.3. If CITY requires additional work not included in this Agreement, CONSULTANT and CITY shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

7.4. **Maximum Cost.** CONSULTANT expressly acknowledges that the total cost to complete all tasks set forth in "Exhibit A" must not exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_ ) ("Maximum Cost"). When CONSULTANT has billed 75% of the Maximum Cost, CONSULTANT shall provide written notice to CITY's Project Manager that CONSULTANT has expended 75% of the Maximum Cost.

7.5. **Taxes.** CONSULTANT shall pay all applicable (federal, state, county, local, CITY) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONSULTANT's services under this Agreement.

7.6. **Invoices.** CONSULTANT shall submit an original, itemized invoice to CITY for approval, before receiving compensation. CONSULTANT shall submit the invoice at no more than monthly intervals. All invoices must include a summary of total costs, description of the Services performed, a brief itemization of costs associated with each task or phase, and the total phase or project costs to date.

## **8.0 AUDIT BY CITY**

8.1. During this Agreement's Term and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of it, CONSULTANT shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONSULTANT's performance of this Agreement; and

(B) Permit CITY or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONSULTANT's performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work CONSULTANT has performed or will perform under this Agreement.

## **9.0 DATA, RECORDS, PROPRIETARY RIGHTS**

9.1. **Copies of Data.** CONSULTANT shall provide CITY with copies or originals of all data that CONSULTANT generates, uses, collects, or stores in relation to all work associated with this Agreement. Data that CONSULTANT generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, CITY.

### **9.2. Ownership and Use.**

(A) Unless CITY states otherwise in writing, each document— including, but not limited to, each report, draft, record, drawing, or specification (collectively, "work product")— that CONSULTANT prepares, reproduces, or causes its preparation or reproduction for this Agreement is CITY's exclusive property.

(B) CONSULTANT acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work. CONSULTANT makes no

representation of the work product's application to, or suitability for use in, circumstances not contemplated by the Scope of Work.

9.3. **Intellectual Property.**

(A) If CONSULTANT uses or incorporates patented, trademarked, or copyrighted work, ideas, or products— in whole or in part— into CONSULTANT's work product, CONSULTANT represents that:

- (1) CONSULTANT holds the patent, trademark, or copyright to the work, idea, or product; or
- (2) CONSULTANT is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

(B) Unless CITY states otherwise in writing, all proprietary rights or intellectual property rights, including copyrights, that arise from creation of the work under this Agreement vest in CITY. CONSULTANT waives and relinquishes all claims to proprietary rights and intellectual property rights, including copyrights, in favor of CITY.

(C) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines, penalties, costs, or expenses arising out of or alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right.

9.4. **Confidentiality.** CONSULTANT shall not use any information that it obtains from performing the Services for any purpose other than for fulfillment of CONSULTANT's Scope of Work. Without CITY's prior written authorization, CONSULTANT shall not disclose or publish— or authorize, permit, or allow others to disclose or publish— data, drawings, designs, specifications, reports, or other information relating to the Services or the work that CITY assigns to CONSULTANT or to which CONSULTANT has access.

9.5. **Public Records Act.**

(A) CONSULTANT acknowledges that this Agreement is a public record. This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the California Public Records Act (Government Code Sections 6250 *et seq.*), including its exemptions. CONSULTANT acknowledges that CITY has no obligation to notify CONSULTANT when a request for records is received.

(B) CONSULTANT shall identify in advance all records, or portions of them, that CONSULTANT believes are exempt from production under the Public Records Act.

(C) If CONSULTANT claims a privilege against public disclosure or otherwise objects to the records' disclosure, then:

- (1) CONSULTANT may, when notified by CITY of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or
- (2) CITY may either decline to produce the requested information, or redact portions of the documents and produce the redacted records.

(D) If CONSULTANT fails to identify one or more protectable documents, in CITY's sole discretion, and without its being in breach of this Agreement or its incurring liability to CONSULTANT, CITY may produce the records— in whole, in part, or redacted— or may decline to produce them.

(E) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging CITY's refusal to publicly disclose one or more records that CONSULTANT identifies as protectable, or asserts is protectable.

## **10.0 CONFLICT OF INTEREST; CAMPAIGN CONTRIBUTIONS**

10.1. **Conflict of Interest.** CONSULTANT represents and certifies that:

(A) CONSULTANT's personnel are not currently officers, agents, employees, representatives, or elected officials of CITY;

(B) CONSULTANT will not employ or hire a CITY officer, agent, employee, representative, or elected official during this Agreement's Term;

(C) CITY's officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During this Agreement's Term, CONSULTANT will inform CITY about any possible conflict of interest that may arise as a result of any change in circumstances.

10.2. **Campaign Contributions.**

(A) CONSULTANT and its Subconsultants shall fully comply with Glendale Municipal Code Section 1.10.060, which places limitations on CONSULTANT's

and its Subconsultants' ability to make campaign contributions to certain elected City officials or candidates for elected City office. Specifically, Section 1.10.060 prohibits:

- (1) A consultant (including a subconsultant)— who has a contract with the City of Glendale, Glendale Successor Agency, or the Housing Authority of the City of Glendale and that contract is subject to approval by the City Council, Successor Agency, or Housing Authority— from making a contribution to a City Council member, City Clerk, or City Treasurer, when the contract has a total anticipated or actual value of \$50,000 or more, or a combination or series of contracts having a value of \$50,000 or more; and
- (2) A City Council member, Successor Agency member, or Housing Authority member from voting on a contract in which a consultant (or a subconsultant) has provided a campaign contribution.

(B) CONSULTANT acknowledges that even if the Maximum Cost in Paragraph 7.4 of this Agreement is less than \$50,000, CONSULTANT still may be subject to the campaign contribution limitations in Municipal Code Section 1.10.060, when:

- (1) CONSULTANT and CITY amend the Scope of Services in this Agreement which increases the Maximum Cost to equal or exceed \$50,000; or
- (2) CITY, Glendale Successor Agency, or the Housing Authority awards CONSULTANT another contract which has a total anticipated or actual value of \$50,000 or more, or awards CONSULTANT a combination or series of contracts which have a value of \$50,000 or more.

(C) CONSULTANT represents and certifies that:

- (1) CONSULTANT has read and fully understands the provisions of Municipal Code Section 1.10.060;
- (2) CONSULTANT will not: (a) make a prohibited campaign contribution to an individual holding CITY elective office; or (b) otherwise violate Municipal Code Section 1.10.060; and
- (3) CONSULTANT shall timely complete, return, and update one or more disclosure or reporting forms that CITY provides.

## **11.0 INSURANCE**

11.1. When CONSULTANT signs and delivers this Agreement to CITY, and during this Agreement's Term, CONSULTANT shall furnish CITY with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "Insurance Requirements," which are attached as "Exhibit D" (D-1 to D-\_\_\_) to this Agreement and are incorporated into it by this reference.

11.2. This Agreement's insurance provisions:

(A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

## 12.0 INDEMNITY

12.1. To the maximum extent permitted by law— including, but not limited to, California Civil Code Sections 2778 and 2782.8— CONSULTANT, its employees, agents, Subconsultants, and persons whom CONSULTANT employs or hires (individually and collectively, "CONSULTANT INDEMNITOR") shall indemnify, defend, and hold harmless CITY, its officers, agents, employees, and representatives (individually and collectively, "CITY INDEMNITEE") from and against a "**liability**" [as defined in Subparagraph (A) below], or an "**expense**" [as defined in Subparagraph (B) below], or both, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of a CONSULTANT INDEMNITOR:

(A) "**Liability**" means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the **liability** is:

- (1) Actual or alleged;
- (2) In contract or in tort; or
- (3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(B) "**Expense**" means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to:

- (1) Attorney's fees;
- (2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal;

- (3) Fees of an accountant, expert witness, consultant, or other professional; or
- (4) Pre or post: judgment interest or settlement interest.

12.2. Under this Article, CONSULTANT INDEMNITOR's defense and indemnification obligations:

(A) Apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the actual or alleged passive negligence of a CITY INDEMNITEE; but

(B) Do not apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the sole active negligence or willful misconduct of a CITY INDEMNITEE.

12.3. To the extent that CONSULTANT INDEMNITOR's insurance policy provides an upfront defense to CITY, CONSULTANT INDEMNITOR's obligation to defend a CITY INDEMNITEE under this Article:

(A) Means that CONSULTANT INDEMNITOR shall provide and pay for legal counsel, acceptable to CITY, for the CITY INDEMNITEE;

(B) Occurs when a claim, suit, complaint, pleading, or action against a CITY INDEMNITEE arises out of, pertains to, relates to, or asserts the negligence, recklessness, or willful misconduct of CONSULTANT INDEMNITOR; and

(C) Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies CONSULTANT INDEMNITOR.

12.4. Paragraph 12.3 does not limit or extinguish CONSULTANT INDEMNITOR's obligation to reimburse a CITY INDEMNITEE for the costs of defending the CITY INDEMNITEE against a **liability**, or an **expense**, or both. The defense costs charged to CONSULTANT INDEMNITOR will not exceed CONSULTANT INDEMNITOR's proportionate percentage of fault. A CITY INDEMNITEE's right to recover defense costs and attorney's fees under this Article does not require, and is not contingent upon, the CITY INDEMNITEE's first:

(A) Requesting that CONSULTANT INDEMNITOR provide a defense to the CITY INDEMNITEE; or

(B) Obtaining CONSULTANT INDEMNITOR's consent to the CITY INDEMNITEE's tender of defense.

12.5. If CONSULTANT subcontracts all or any portion of the Services under this Agreement, CONSULTANT shall provide CITY with a written agreement from each

Subconsultant, who must indemnify, defend, and hold harmless CITY INDEMNITEE under the terms in this Article.

12.6. CONSULTANT INDEMNITOR's obligation to indemnify, defend, and hold harmless CITY will remain in effect and will be binding upon CONSULTANT INDEMNITOR whether the **liability**, or the **expense**, or both, accrues— or is discovered— before or after this Agreement's expiration, cancellation, or termination.

12.7. Except for Paragraph 12.3, this Article's indemnification and defense provisions are separate and independent from the insurance provisions in Article 11. In addition, the indemnification and defense provisions in this Article:

(A) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Article 11; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Article 11.

### **13.0 DEFAULT, REMEDIES, AND TERMINATION**

13.1. **Default.** Default under this Agreement occurs upon any one or more of the following events:

(A) CONSULTANT refuses or fails— whether partially, fully, temporarily, or otherwise— to:

- (1) Provide or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Agreement requires;
- (2) Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires;
- (3) Comply with indemnification, defense, or hold harmless provisions that this Agreement requires; or

(B) CONSULTANT, or its personnel, or both— whether partially, fully, temporarily, or otherwise:

- (1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;
- (2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;

- (3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;
- (4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Agreement; or

(C) CONSULTANT:

- (1) Or another party for or on behalf of CONSULTANT: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;
- (2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Agreement, without notifying CITY, or without CITY’s written authorization;
- (3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Agreement or any interest in it, without notifying CITY, or without CITY’s written authorization;
- (4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONSULTANT’s behalf, is convicted under state or federal law, during this Agreement’s Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

(D) Any other justifiable cause or reason, as reasonably determined by the City Manager, or a designee.

13.2. **Notice of Default.** If CITY deems that CONSULTANT is in Default, or that CONSULTANT has failed in any other respect to satisfactorily perform the Services specified in this Agreement, CITY may give written notice to CONSULTANT specifying the Default(s) that CONSULTANT shall remedy within  [SELECT: 5/ 10/ 14/ 30]  days after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

13.3. **Remedies upon Default.** Within  [SELECT THE SAME NUMBER IN PARAGRAPH 13.2 ABOVE: 5/ 10/ 14/ 30]  days after receiving CITY’s Notice of Default, if CONSULTANT refuses or fails to remedy the Default(s), or if CONSULTANT does not commence steps to remedy the Default(s) to CITY’s reasonable satisfaction, CITY may exercise any one or more of the following remedies:

(A) CITY may, in whole or in part and for any length of time, immediately suspend this Agreement until such time as CONSULTANT has corrected the Default;

(B) CITY may provide for the Services either through its own forces or from another consultant, and may withhold any money due (or may become owing to) CONSULTANT for a task related to the claimed Default;

(C) CITY may withhold all moneys, or a sum of money, due CONSULTANT under this Agreement, which in CITY's sole determination, are sufficient to secure CONSULTANT's performance of its duties and obligations under this Agreement;

(D) CITY may immediately terminate the Agreement;

(E) CITY may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

(1) Seeking CONSULTANT's specific performance of all or any part of this Agreement; or

(2) Recovering damages for CONSULTANT's Default, breach, or violation of this Agreement; or

(F) CITY may pursue any other available, lawful right, remedy, or action.

13.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 13.3, CITY may elect to terminate this Agreement at any time upon [ SELECT: 10/ 14/ 30 ] days' prior written notice. Upon termination, CONSULTANT shall receive compensation only for that work which CONSULTANT had satisfactorily completed to the termination date. CITY shall not pay CONSULTANT for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

## 14.0 **GENERAL PROVISIONS**

14.1. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONSULTANT nor CITY has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with CITY's and CONSULTANT's signature.

14.2. **Interpretation.** This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as

though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments. If a conflict occurs between a provision in this Agreement and a provision in an attachment, the following order of precedence applies, with the terms and conditions in the document higher on the list governing over those lower on the list:

- (1) The Agreement.
- (2) Exhibit D (Insurance Requirements).
- (3) Exhibit B (Project Time Schedule).
- (4) Exhibit A (Scope of Work).
- (5) Exhibit C (Fee Schedule).

14.3. **Headings.** All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

14.4. **Governing Law; Jurisdiction.**

(A) California's laws govern this Agreement's construction and interpretation regardless of the laws that might otherwise apply under applicable principles of conflicts of law or choice of law.

(B) If CONSULTANT or CITY brings a lawsuit to enforce or interpret one or more provisions of this Agreement, jurisdiction is in the Superior Court of the County of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. CONSULTANT and CITY acknowledge that the Agreement was negotiated, entered into, and executed— and the Services are performed— in the City of Glendale, California.

(C) Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

14.5. **Waiver of Breach.** If a PARTY waives the other PARTY's breach of a term in this Agreement, that waiver is not treated as waiving a later breach of the term and does not prevent the PARTY from later enforcing that term, or any other term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This Agreement's duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY's exercise of any one of them.

14.6. **Attorney's Fees.** If CITY or CONSULTANT brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. A "prevailing party" has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4). "Reasonable attorney's fees" of the City Attorney's office means the fees regularly charged by private attorneys who:

(A) Practice in a law firm located in Los Angeles County; and

(B) Have an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney's services were rendered.

14.7. **Further Assurances.** Upon CITY's request at any time, CONSULTANT shall promptly:

(A) Take further necessary action; and

(B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement's intent, purpose, and terms.

14.8. **Assignment.**

(A) This Agreement does not give any rights or benefits to anyone, other than to CITY and CONSULTANT. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of CITY and CONSULTANT, and are not for the benefit of another person, entity, or organization. Without CITY's prior written authorization, CONSULTANT shall not do any one or more of the following:

(1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or

(2) Delegate a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this Agreement.

(B) Any actual or attempted assignment of rights or delegation of duties by CONSULTANT, without CITY's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONSULTANT's duties, obligations, or responsibilities under this Agreement.

(C) If CITY consents to an assignment of rights, or a delegation of duties, or both, CONSULTANT's assignee or legal representative shall agree in writing to

personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

14.9. **Successors and Assigns.** Subject to the provisions in Paragraph 14.8, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

14.10. **Time is of the Essence.**

(A) Except when this Agreement states otherwise, time is of the essence in this Agreement. CONSULTANT acknowledges that this Agreement's time limits and deadlines are reasonable for CONSULTANT's performing the Services under this Agreement.

(B) Unless this Agreement specifies otherwise, any reference to "day" or "days" means calendar and not business days. If the last day for giving notice or performing an act under this Agreement falls on a weekend, a legal holiday listed in either Glendale Municipal Code Section 3.08.010 or California's Government Code, or a day when City Hall is closed, the period is extended to and including the next day that CITY is open for business. A reference to the time of day refers to local time for Glendale, California.

14.11. **Recycled Paper.** CONSULTANT shall endeavor to submit all reports, correspondence, and documents related to this Agreement on recycled paper.

14.12. **Notices.**

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall deliver the notices and correspondence to the places set forth below. The PARTIES may give notice by:

- (1) Personal delivery;
- (2) U.S. mail, first class postage prepaid;
- (3) "Certified" U.S. mail, postage prepaid, return receipt requested;
- (4) Facsimile; or
- (5) Email.

(B) All written notices or correspondence done in the manner described in Subparagraph (A) above with the street address or place, facsimile number, or email address listed in Subparagraph (C) below will be presumed "given" to a PARTY on whichever date occurs earliest:

- (1) The date of personal delivery;
- (2) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail;
- (3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or
- (4) The date of transmission, when sent by facsimile or email.

(C) At any time, by providing written notice to the other PARTY, CITY or CONSULTANT may change the place, or facsimile number, for giving notice.

CITY: City of Glendale  
Dept.: \_\_\_\_\_  
\_\_\_\_\_  
Glendale, CA 9120\_\_  
Attn: \_\_\_\_\_  
  
Tel. No. \_\_\_\_\_  
Fax. No. \_\_\_\_\_

CONSULTANT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
  
Tel. No. \_\_\_\_\_  
Fax. No. \_\_\_\_\_  
Email: \_\_\_\_\_

(D) At any time, by providing written notice to the other PARTY, CITY or CONSULTANT may change the contact information listed in Subparagraph (C) above.

14.13. **Survival.** This Paragraph and the obligations set forth in Paragraphs 5.4, 5.6, 5.7, 5.8, 7.5, 8.1, 9.1, 9.2, 9.3, 9.4, 9.5, 11.1, 11.2, 12.1, 12.2, 12.3, 12.4, 12.5,

12.6, 12.7, 13.3, 14.5, 14.6, 14.7, 14.8, 14.9, and 14.12 survive this Agreement's expiration, cancellation, or termination.

14.14. **Severability.** The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms.

14.15. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this Agreement.

14.16. **Representations – Authority.** The PARTIES represent that:

(A) They have read this Agreement, fully understand its contents, and have received a copy of it;

(B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its terms; and

(C) They have executed this Agreement on the date opposite their signature.

14.17. **Digital Signatures.** A signed copy of this Agreement or any amendment thereto bearing a digital signature, shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such amendment thereto for all purposes, and each digital signature should be given the same legal force and effect as a handwritten signature.

Executed at Glendale, California.

**CITY OF GLENDALE:**

By \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

Date: \_\_\_\_\_

**CONSULTANT:**

By \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM	
NAME:	_____
TITLE:	_____
SIGNATURE:	_____
DATE:	_____

## **EXHIBIT LIST**

- |                            |                        |
|----------------------------|------------------------|
| “Exhibit A”:<br>(__ pages) | Scope of Work          |
| “Exhibit B”:<br>(__ pages) | Project Time Schedule  |
| “Exhibit C”:<br>(__ pages) | Fee Schedule           |
| “Exhibit D”:<br>(__ pages) | Insurance Requirements |

**ATTACHMENT H. IRS Form W-9 (Request for Taxpayer Identification Number and Certification)**

The Internal Revenue Service (IRS) Form W-9 is attached on the following 6 pages.

## ATTACHMENT I. Proposer's Declaration of Non-Collusion

I am the \_\_\_\_\_ [title] of \_\_\_\_\_ [name of Proposer], the party making the foregoing Proposal. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or to refrain from proposing. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

\_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

If the Proposer fails to complete and properly sign this declaration, the Proposal will be considered non-responsive and will be rejected.

## ATTACHMENT J. Disclosure – City of Glendale Campaign Finance Ordinance, Contractors and Subcontractors

Contractor(s)\*:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

	Full Name	Title	Business Address	City	State	Zip
Chairperson						
Chief Executive Officer / President						
Chief Operating Officer						
Chief Financial Officer						
Board of Directors						
More than 10% interest owner						

\* “Contractor” is the person, entity, or organization that is the party, or prospective party, to the contract with the City, GSA, or HA. In addition to the name of the person, or entity, the Contractor must also disclose the name(s) of that person’s, entity’s, or organization’s Board of Directors, its Chairperson, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, any person with an ownership interest of more than ten percent (10%) in that person, entity, or organization, and any campaign committee that is owned or controlled by that person, entity, or organization. Please disclose these persons’ name and business address.

Subcontractor(s)\*\*:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

	Full Name	Title	Business Address	City	State	Zip
Chairperson						
Chief Executive Officer / President						
Chief Operating Officer						
Chief Financial Officer						
Board of Directors						
More than 10% interest owner						

\*\* “Subcontractor” is the person, entity, or organization that has entered into a contract for the performance of all or a portion of the work undertaken under an agreement with an architect, design professional, engineer, or general or prime contract, usually by a general or prime contractor. You must also disclose the names of the Subcontractor’s Board of Directors, its Chairperson, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, any person with an ownership interest of more than ten percent (10%) in that person, entity, or organization, and any campaign committee that is owned or controlled by that person, entity, or organization. Above please disclose these persons’ name and business address.

Campaign Committee owned or controlled by: \_\_\_\_\_

**CERTIFICATION**

On behalf of the above-named \_\_\_\_ Contractor \_\_\_\_ Subcontractor:

- I acknowledge that I have a continuing obligation to update this disclosure form if I substitute— or if I select additional— architects, design professionals, contractors, or subcontractors within ten (10) days of the selection or change; and
  
- I hereby certify that:
  - I have identified all persons for which the Ordinance requires disclosure;
  - The information in this disclosure form (and any attachment to this form) is true, accurate, correct, and complete; and
  - I have been legally authorized to submit this disclosure form.

In total, this disclosure form (including attachments) is \_\_\_\_\_ pages.

Executed on: \_\_\_\_\_, 20\_\_\_\_, at: \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## **ATTACHMENT K. Proposal Bond**

The City of Glendale's Proposal Bond template is attached on the next 4 pages.

# PROPOSAL BOND

Proposal No.: \_\_\_\_\_  
Premium Amount: \$ \_\_\_\_\_  
Proposal's Effective Date: \_\_\_\_\_

## RECITALS:

1. The City of Glendale, California ("City"), has issued a Request for Proposals for the Work described as follows:  
Specification No. \_\_\_\_\_: \_\_\_\_\_ in Glendale, California. ("**Project**")
2. In response to the Request for Proposals, \_\_\_\_\_  
(Name, address, and telephone of Contractor) \_\_\_\_\_ ("Principal"),  
has submitted the accompanying Bid for the Project.
3. Principal is required under the terms of the Specification — and all Proposal Documents referenced in it — to furnish a bond with the Proposal.
4. The Specification, including all its amendments and supplements, and Principal's Proposal are incorporated into this Bond and made a part of it by this reference.

## OBLIGATION:

THEREFORE, for value received, We, Principal and

\_\_\_\_\_  
(Name, address, and telephone of Surety)

\_\_\_\_\_  
("Surety"),

a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) ("the Bonded Sum"), this amount comprising not less than TEN PERCENT (10%) of Principal's Base Bid, in lawful money of the United States of America.

The California Licensed Resident Agent for Surety is:

\_\_\_\_\_  
(Name, address, and telephone)

\_\_\_\_\_. Registered Agent's California Department of Insurance License No. \_\_\_\_\_.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if:

- (1) Principal does not (a) withdraw its Proposal for the period specified in the Proposal Documents, or — if no period is specified — for ninety (90) calendar days after the Proposal Deadline, or within the time period as agreed to by City and Principal, or (b) attempt to withdraw its Proposal when the requirements of California Public Contract Code Section 5101 *et seq.*, or any successor legislation, are not met, then this obligation becomes null and void; or
- (2) City awards Principal the Contract ("Contract") in response to Principal's Proposal, and within the time and manner specified by the Specification or Contract Documents, or — if no period is specified — within fourteen (14) calendar days after the City's Notice of Award of the Contract, Principal (a) signs and delivers to City the Contract, in accordance with the Proposal as accepted, (b) furnishes the required bonds for not only Principal's faithful performance and proper fulfillment of the Contract, but also Principal's payment for labor and materials used in the Project, and (c) furnishes the required insurance, then this obligation becomes null and void.

Otherwise, this Bond remains in full force and effect, and the following terms and conditions apply to this Bond:

1. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing that upon City's awarding the Contract to Principal, the Principal will enter into the Contract with City.
2. No right of action accrues on this Bond to any entity other than City or its successors and assigns.
3. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay — in addition to the Bonded Sum — City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.
4. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.

On the date set forth below, Principal and Surety duly executed this Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: \_\_\_\_\_

PRINCIPAL:

SURETY:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
(Name)

Its: \_\_\_\_\_  
(Title)

Its: \_\_\_\_\_  
(Title)

Address for Serving Notices or Other Documents:  
\_\_\_\_\_  
\_\_\_\_\_

Address for Serving Notices or Other Documents:  
\_\_\_\_\_  
\_\_\_\_\_

CORPORATE SEAL

CORPORATE SEAL

- 
- EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.
  - THE PRINCIPAL'S AND ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.
  - A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.
-



