

RFQ ISSUE DATE:

MAY 2, 2011

SOQ SUBMISSION DEADLINE:

JULY 1, 2011 AT 4:00 PM

ANAHEIM

REGIONAL

TRANSPORTATION

INTERMODAL

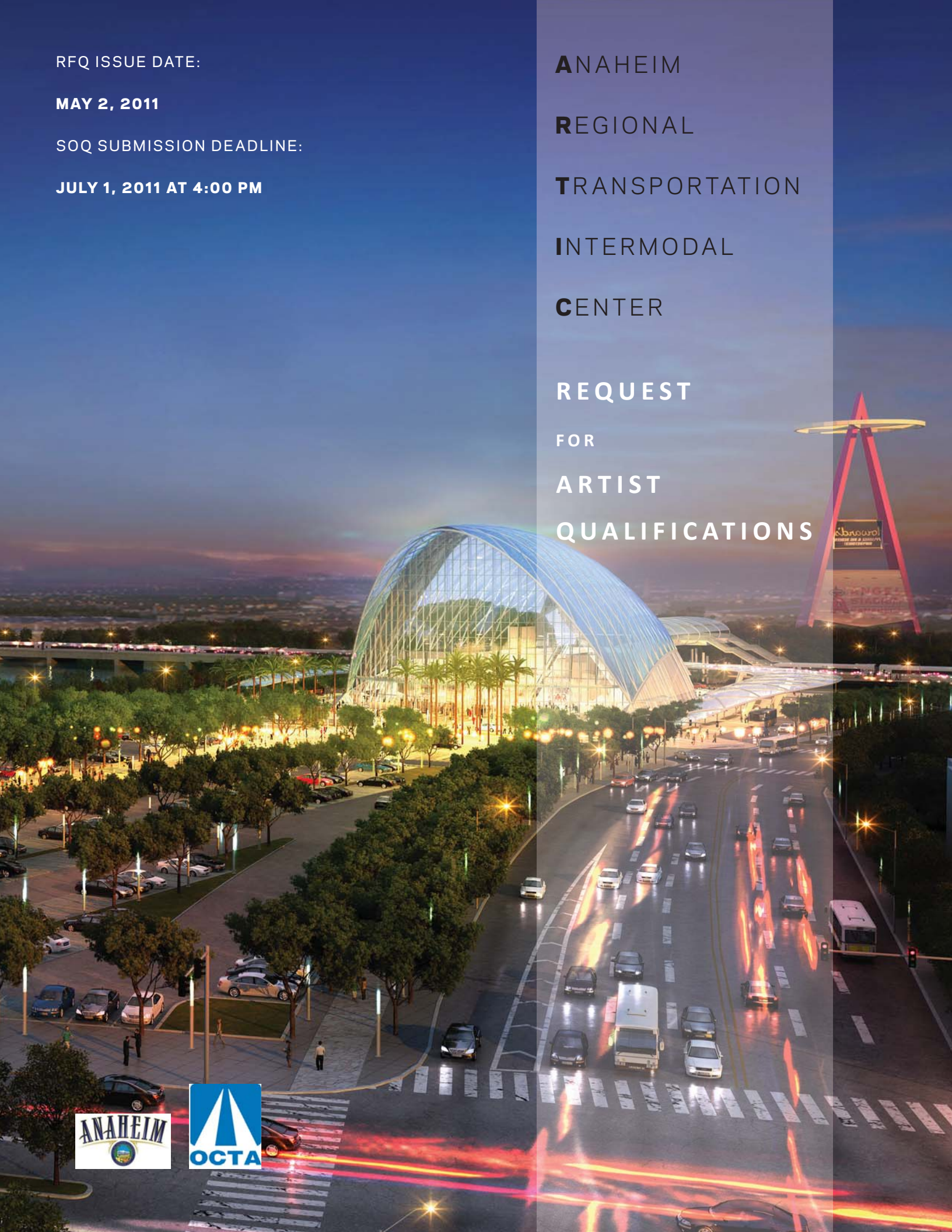
CENTER

REQUEST

FOR

ARTIST

QUALIFICATIONS



REQUEST FOR ARTIST QUALIFICATIONS OVERVIEW

ANAHEIM REGIONAL TRANSPORTATION INTERMODAL CENTER (ARTIC)

The City of Anaheim (hereinafter referred to as the City) is soliciting Statements of Qualification (SOQ) and Letters of Intent (LOI) from artists (herein referred to as Artist or Consultant) interested in providing public art for the ARTIC project per the requirements described in this Request for Qualifications (RFQ). This is the first step of a two-step procurement process to award a commission(s) to an artist(s) that will create, fabricate, and install artwork(s) for public areas of the terminal building and public plaza that surrounds the building.

Public Art Budget:

The City is seeking a variety of potential artworks to be included in the ARTIC Project. Individual budgets for the proposed artworks can range from \$100,000 to \$900,000.

The proposed artwork(s) budget should include Artist fee and expenses, design, fabrication, associated shipping costs, and installation of the final artwork.

RFQ Issue Date:

May 2, 2011

Pre-Submittal Conference:

May 18, 2011 at 1:00 PM

Anaheim West Tower - 2nd Floor, Gordon Hoyt Conference Room
201 S. Anaheim Blvd., Anaheim, CA 92805

*In-person attendance is encouraged, but for those that cannot attend in-person, a simultaneous web/phone conference will be available through AT&T Connect iMeeting (see Appendix I).

SOQ Submission Deadline:

July 1, 2011 at 4:00 PM

This is a receipt and/or hand delivery deadline, not the postmarked deadline, please allow adequate time for mailing.

Mail/Hand Deliver SOQs to:

ARTIC Artist Selection RFQ
Michael McAlpine, Program Manager
Anaheim Gateway Partners
Office of The Anaheim City Clerk
200 S. Anaheim Blvd., 2nd Floor
Anaheim, CA 92805

Sealed SOQs shall be submitted in sealed envelopes and labeled "SEALED SOQs FOR ANAHEIM PUBLIC WORKS," together with the name of the Artist. Submittals will become the property of the City of Anaheim.

Architect/Engineer:

Parsons Brinckerhoff with HOK as architect of record

Questions:

During the period of May 2, 2011 to June 22, 2011, questions regarding this RFQ should be directed in writing to Michael McAlpine by email at michael.mcalpine@stvinc.com. Questions and responses will be shared via articinfo.com.

Project Website:

www.articinfo.com; Aconnect.com

PROJECT DESCRIPTION

The Anaheim Regional Transportation Intermodal Center (ARTIC) is proposed as a state-of-the-art transportation facility that will serve as a hub for Orange County and the entire Southern California region. Located in the Platinum Triangle, a growing and dynamic mixed-use area; within walking distance and between Angel Stadium of Anaheim and the Honda Center; ARTIC is intended to provide a centralized location for transit services including Amtrak, Metrolink, Orange County Transportation Authority (OCTA) bus, future Anaheim Rapid Connection (a fixed guideway system), California High-Speed Rail, and California-Nevada Super Speed Train.



ARTIC AERIAL RENDERING

The ARTIC Project Team is currently working with key stakeholders such as Caltrans, OCTA, Metrolink and Amtrak on the design development for ARTIC. Some key design elements include:

- An approximately 120-foot tall, iconic terminal building
- Indoor/outdoor civic space
- Passenger oriented retail and restaurants
- Access to the Santa Ana River Trail
- Expanded platforms
- Pedestrian and bicycle connectivity



ANGEL STADIUM



HONDA CENTER



CITY NATIONAL GROVE OF ANAHEIM



STADIUM LOFTS

Mission Statement

ARTIC will be a transportation facility where people will seamlessly move between transit services to reach Southern California activity centers and business districts. Transit oriented development in the immediate area will integrate with ARTIC to form a vibrant Southern California community. Together, it will represent Orange County's continuing transformation from rural farmland and suburban community to a thriving metropolis.

PROJECT DESIGN

The overall design character and theme of the ARTIC project is intended to portray new technology, movement of transit and people, a state-of-the-art facility and a timeless design.

The overall project design is currently in the design development phase (30% design). Final Construction Documents are intended to be complete in February of 2012. Upon selection of a general contractor, construction is anticipated to start in summer 2012 and conclude in fall 2014. **The artwork that is being sought in this RFQ shall be installed on the site or within the terminal building in early to mid 2014.**

This prospectus is focused on the Public Art to be incorporated into the ARTIC Project. Additional information regarding the overall ARTIC project can be viewed at www.articinfo.com

DEFINED ART LOCATIONS

The City is seeking artists to create, fabricate and install artwork(s) that can be part of or integrated into the public areas of the terminal building (Level 1, 2 or 3) or as pieces within the public plaza that surrounds the building. Art in the plaza must not interfere with pedestrian circulation and movement between the curb side and terminal building.

The following items are listed as suggested art pieces only and the elements presented by the artists are not limited to these items. The City is looking for creativity and imagination in the development of the artwork submittals.

The ARTIC terminal building is the iconic centerpiece of the transportation facility. Passengers will pass through the Public Hall to access ticketing, waiting, passenger-oriented retail and restaurant uses, and administrative uses. The building is oriented around a central passenger spine that accesses the three levels of the building. Possible items in the terminal building main hall:

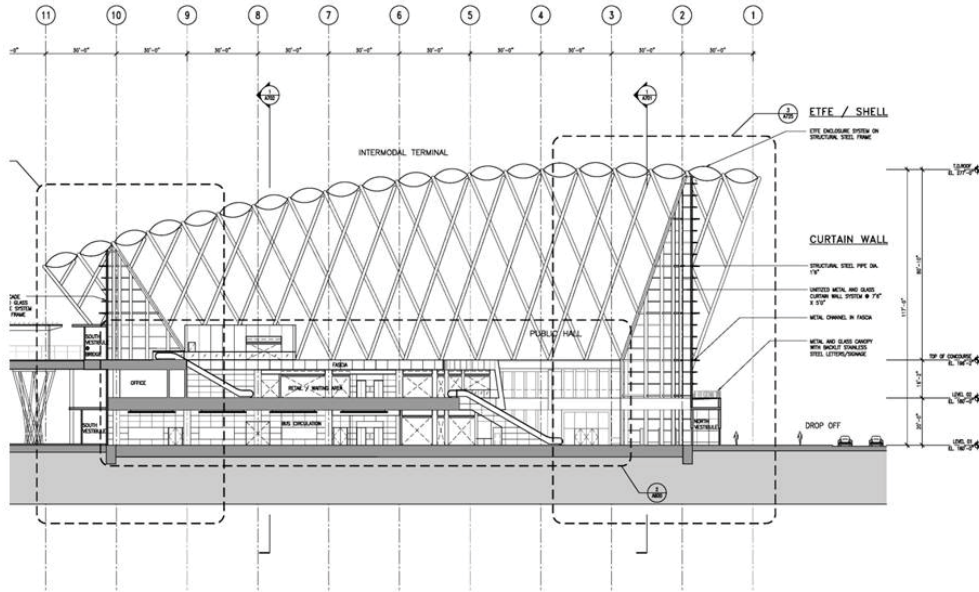
- Hanging pieces (small and lightweight, not requiring structural changes to building)
- Sculpture
- Time Piece/Clock

The public plaza that surrounds the Terminal Building is intended to be an active outdoor space that will be used by passengers traveling through the main drop-off area and accessing transportation services. The public space will also be designed to be a flexible public space that will be used for events, passenger-oriented retail and restaurant uses, outdoor seating, displays, and public gatherings. Possible items in the public plaza:

- Time Piece/Clock
- Lighting
- Bollards
- Seating
- Paving
- Sculpture

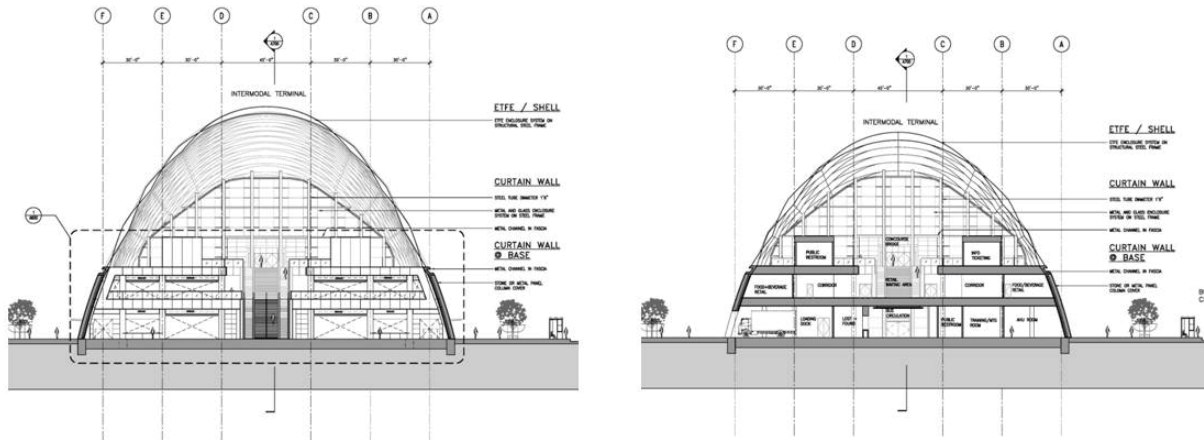
Section

Longitudinal Building Section
Exhibit A



Sections

Transverse Building Sections
Exhibit B

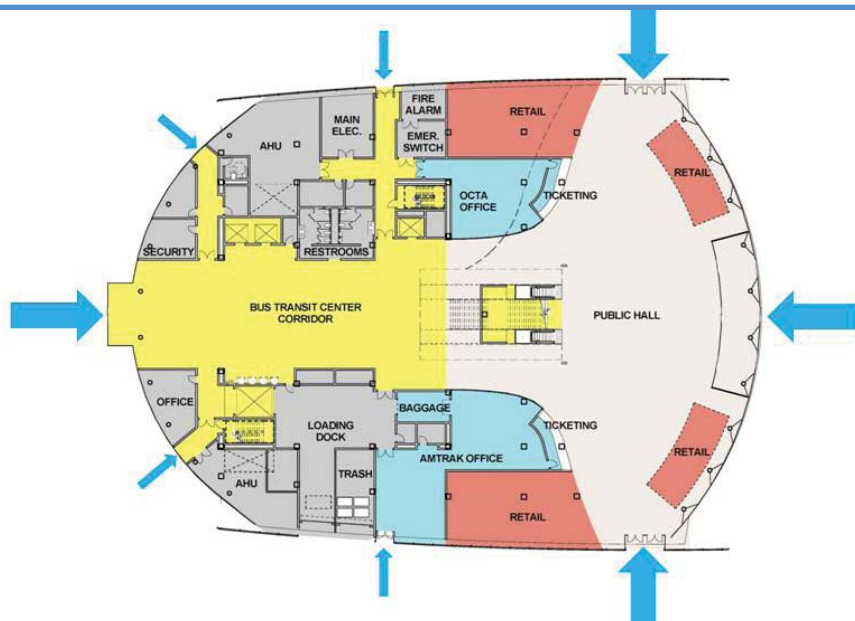


Architecture

First Floor Plan
Public Art Location Plan
Exhibit C

-  PRIMARY ENTRY
-  SECONDARY/SERVICE ENTRY

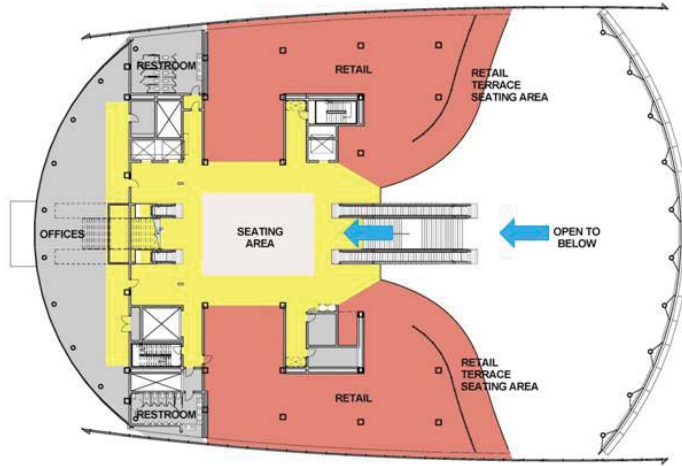
- BUILDING LAYOUT**
-  CIRCULATION
 -  CORE
 -  PUBLIC HALL
 -  RETAIL
 -  TICKETING
- PUBLIC ART LOCATION**
-  PUBLIC ART LOCATION
 -  PUBLIC ART LOCATION



Architecture

Second Floor Plan
Public Art Location Plan
Exhibit D

- BUILDING LAYOUT
- CIRCULATION PUBLIC ART LOCATION
 - CORE
 - PUBLIC HALL
 - RETAIL



Architecture

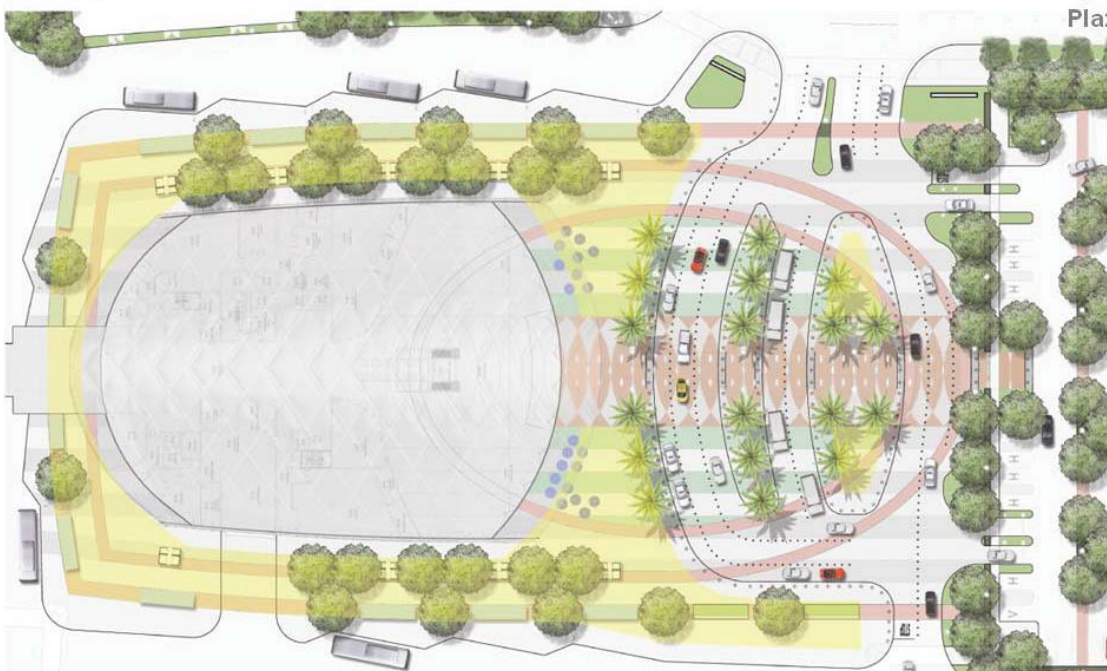
Third Floor Plan
Public Art Location Plan
Exhibit E

- BUILDING LAYOUT
- CIRCULATION PUBLIC ART LOCATION
 - CORE
 - PUBLIC HALL



Public Art Location Plan (Plaza)
Exhibit F

Landscape
Plaza



POTENTIAL ART THEME

The artwork should reflect some, if not all, of the following themes/criteria:

- Relate to transportation or movement
- Provide place making opportunities (i.e., a place for meeting, photos, small gatherings)
- Be human scaled
- Be dual or multi-purpose, functional and interactive
- Have a unique identity that is reflective of the iconic building design
- Integrate with the site, building, plaza and the City of Anaheim
- Sustainable



ARTIC PLAZA RENDERING

GUIDELINES

The Artist will be required to work with the ARTIC Project Team in Anaheim to coordinate utility and foundations for the art piece to ensure a successful project. The selected Artist should anticipate approximately six (6) working meetings in Anaheim with the ARTIC Project Team and City of Anaheim during the design of the Public Art. Local artists are encouraged, but it is not an RFQ requirement.

The Public Art must satisfy reasonable standards of permanence and safety, meeting all relevant codes required for public places including but not limited to City of Anaheim, State of California, ADA, etc., and offering reasonable proof of soundness against theft, vandalism and excessive maintenance and repair.

- All work must be safe, tamper-resistant, easily maintained and durable, regardless of ease of public reach.
- Artists should approach the project as a permanent installation when considering materials.
- All work must be of an appropriate size and design so that it will not create a hazard for disabled pedestrians or use of maintenance equipment. The transportation building and plaza must be a largely flexible open space without obstacles.

The City recognizes the complexities and the skills required to create, fabricate, and install artwork(s). Therefore, Artists may form teams that jointly submit an SOQ in response to this RFQ.

REQUIRED ARTIST SOQ CONTENT

To be effectively reviewed for consideration, please submit six (6) copies and one (1) electronic copy of the following information:

1. LETTER OF INTENT (LOI): One (1) original paper proposal and five (5) copies; Artists are asked to print proposals double-sided and are encouraged to use recycled paper. Proposals shall not exceed ten (10) pages in length (5 sheets of paper with double-sided printing: 5 sheets X 2 sides = 10 pages total); and one (1) electronic copy (PDF) of the proposal stored in a CD-ROM.
 - a. Describe your overall theme, outlining the relevance to the Site and to the City of Anaheim, and the style of art to be produced for your proposed artwork. Provide graphics or images that support the concept. Explain your proposed schedule, process, medium, and method by which you will create your work.
 - b. Fabrication and Installation: Describe the anticipated fabrication and installation needs for the permanent art. Include information that will facilitate the artistic integrity of your work.
 - c. Special Equipment or Needs: Please identify any special equipment, utilities, structural foundations, lighting, signage, landscape or other special elements that your proposed art piece will require for installation and function. Identify what equipment is anticipated to be provided by the Artist and which equipment would need to be provided by the City of Anaheim.
 - d. Preliminary Budget: Include a draft cost estimate for all facets, including but not limited to Artist fees, insurance, travel expenses, materials costs, and anticipated fabrication and installation costs. NOTE: All documentation may be included as .doc or .pdf file on Image CD, note filename on Image List.
2. PREVIOUS PUBLIC ART EXPERIENCE: Not to exceed six (6) 8 1/2" x 11" size pages collectively.
 - a. Professional curriculum vitae/resume of artist(s) that are proposed on the project.
 - b. Three professional references for the Artist or team of Artists: Provide at least three (3) professional references (commissioning agency/organization, architect, etc.) that have an intimate knowledge of your work and methods.

- i. Date of Commission
- ii. Size/scale of commission
- iii. Commission budget and completion cost
- iv. Commission Client reference information (contact name, address, position, email address, and phone number)



ARTIC PROMENADE RENDERING

- c. Visual support materials (previous commissions):
 - i. Still Images: Ten (10) digital images, in .jpg format, sized to 700 pixels on longest side on CD. Up to 3 detail shots may be included per artwork.
 - ii. Video (Optional): A DVD of artworks up to five (5) minutes in length; this option is recommended for any artwork involving moving parts, video, time-based work, etc.
 - iii. Image List: Numbered list that corresponds with digital images and/or video reference submitted. Provide filename, artwork title, date created, medium, dimensions, budget and any other information pertinent to the work.

- 3. OPTIONAL SUPPORT INFORMATION: Up to three (3) selections of supporting materials (reviews, news articles, essays, etc.) (up to 10 pages).

SELECTION PROCESS

- 1. ELIGIBILITY: This Request for Qualification (RFQ) project competition is open to all professional Artists or Artist teams.
- 2. PUBLIC ART SELECTION COMMITTEE: Selections will be made by members of the Public Art Selection Committee appointed by the Public Works Director. The Committee will review submissions from this RFQ and select an Artist based on preliminary submission materials, and then interview the shortlisted applicants, and seek more detailed proposals. The Public Art Selection Committee reserves the right to issue a second call to Artists if the SOQs submitted do not demonstrate the factors listed below.
- 3. ARTIST SELECTION PROCESS: The selection process for this Public Art piece will be a two-step process:
 - a. Step 1: The Artist will submit the items listed in this RFQ in “REQUIRED ARTIST SOQ CONTENT.” The Public Art Selection Committee will review the SOQ submittals and shortlist three (3) to five (5) Artists to submit a more detailed specific proposal.
 - b. Step 2: The City will begin the Request for Proposal (RFP) process and offer a design stipend to each of the shortlisted Artists to prepare the more detailed specific proposal. The stipend shall be paid by the City to non-successful candidates after the Anaheim City Council has awarded the contract to the successful candidate. Upon submittal of the detailed proposal, the City will interview each Artist and award the commission shortly after the interviews.
- 4. EVALUATION CRITERIA: The Anaheim City Council has adopted a policy (City Council Policy 4.1 – See City of Anaheim website) to be utilized in the evaluation and selection of professional consultants. SOQs will be evaluated primarily on the following factors (4a – 4f):
 - a. Ability of Artist to perform the specific tasks outlined in the RFQ. – 15%
 - b. Qualifications of the specific individuals who will work on the project. – 20%
 - c. Amount of time and involvement of key personnel will be involved in their respective portions of the project. – 15%
 - d. Reasonableness of the fee requested to perform the work. – 15%

- e. Demonstrated record of success by the Artist on work previously performed. – 15%
- f. The specific method and techniques to be employed by the Artist on the project. – 20%

The listing under Item 4 of the Selection Process is not intended to be all-inclusive and the City reserves the right to take other factors into consideration if, in the City’s opinion, such factors (i) are material in nature, and (ii) reasonable given the nature of this project.

Recommendations of the selection committee are final.

KEY PUBLIC ART RFQ/RFP SELECTION DATES

Step 1 (Statement of Qualifications)

Issue RFQ to Artists:	May 2, 2011
Pre-Submittal Conference:	May 18, 2011, 1:00 - 2:00 pm
SOQs Due to City of Anaheim:	July 1, 2011, 4:00 pm
City Review/Shortlist Artists (3-5 Artists):	July 5, 2011–July 22, 2011
Invite Shortlist for specific proposals:	July 22, 2011

Step 2 (Request for Proposals for Shortlisted Artists)

Artist Design working period:	July 22, 2011–September 16, 2011
Pre-Proposal Conference for Shortlisted Artists:	August 2, 2011
Artist submittal of Specific Detailed Proposal:	September 16, 2011
Artist Interviews:	Week of September 26, 2011
City Selection of Artist:	September 30, 2011
City Council Approval of Contract:	October 25, 2011
Commencement of design work by Artist:	October 26, 2011
Final detailed design complete:	February 2012
Artwork delivery and installation:	Spring 2014

NOTICE AND AGREEMENT FOR NON-DISCLOSURE

All documentation relating to the ARTIC Project may contain confidential and proprietary information of the City. The City will note such information as confidential and/or proprietary. All participants shall agree to use the documents only for the purpose of submitting a response to the City’s RFP solicitation. Participants shall make no copies of the documents without the City’s prior written consent. If any participant declines to submit a response or is not the successful Firm, the unsuccessful or declining participant shall return a certified statement to Michael McAlpine (michael.mcalpine@stvinc.com), ARTIC Program Manager, affirming total destruction of all materials related to all phases of this procurement.

REJECTION AND/OR CANCELLATION

The City, at its sole discretion, may reject any or all SOQs and/or may waive any immaterial deviation from the solicitation. The City's waiver of any immaterial defect shall in no way modify the solicitation documents or excuse the participant from full compliance with the requirements therein. SOQ referring to terms and conditions other than the City's terms and conditions may be rejected as being non-responsive.

Note that while it is the City's intent to proceed with the subsequent RFP and contract award phases of this procurement, this solicitation does not obligate the City to enter into a contract with any of the participants and no obligation, either expressed or implied, exists on the part of the City to pay any costs incurred in the preparation or submission of a response to this solicitation. Furthermore, the City expressly reserves the right to cancel this or any portion of this procurement if [in its sole discretion] cancellation is deemed to be in the interest of the City.

INSURANCE

The final agreement with a Firm for this project will include extensive insurance requirements, provisions, terms and conditions. These insurance provisions are set forth in Appendix II. Please read these provisions carefully, including the cautionary paragraph at the top of the page. For your qualification submittal, it is not necessary for you to demonstrate that you are presently in compliance with these provisions. It is, however, necessary that you (i) state you have reviewed these provisions, (ii) state that your firm will be able to fully comply with these provisions (except where specific exceptions have been taken in your qualifications submittal), and (iii) please enclose a letter from your insurance broker(s) stating that your firm will be fully able to comply with these provisions, to the extent no exception was taken.

INDEMNIFICATION

The final agreement/contract for this project will include the City's standard indemnification language for projects of this type (See Appendix III).

CONSULTANT PROPRIETARY INFORMATION

Consultants should be advised that any document submitted to the City can become the subject of a Public Records Act request, therefore, Consultants are encouraged to submit all documents deemed to be confidential in a separate envelope conspicuously marked "CONFIDENTIAL & PROPRIETARY" and the City will make all reasonable efforts to maintain such documents in non-public files. These documents should be submitted by in accordance with the submission provisions provided therein.

The Consultant shall also supply company address, phone, fax, contact person, and email address in the proprietary information submittal package.

APPENDICES

- Appendix I: Pre-Submittal Conference – AT&T Connect iMeeting information
- Appendix II: Standard Insurance Language
- Appendix III: Standard Indemnification Provision

APPENDIX I

PRE-SUBMITTAL CONFERENCE AT&T CONNECT IMEETING INFORMATION

(PLEASE ALLOW TIME BEFORE START OF CONFERENCE TO INSTALL AT&T CONNECT SOFTWARE - FOUND BY ACCESSING THE LINK BELOW, WHICH WILL ALSO BE AVAILABLE ON ARTICINFO.COM THE DAY OF THE PRE-SUBMITTAL CONFERENCE)

TO CONNECT TO THE WEB CONFERENCE (please use your full name when connecting to the Web conference):

Use the link: <https://connect13.uc.att.com/pbworld/meet/?ExEventID=85797571>

Use the above link also with your iPhone or BlackBerry (9000, 9700, 9650, 9630, 8900).

To install AT&T Connect on your BlackBerry (9000, 9700, 9650, 9630, 8900): http://downloads.uc.att.com/BB/Public/Latest/En/KB/att_connect.jad

To install AT&T Connect on your iPhone: <http://itunes.apple.com/WebObjects/MZStore.woa/wa/viewSoftware?id=318798264&mt=8>

TO CONNECT WITH YOUR *TELEPHONE ONLY* (no computer):

1. Choose one of the following numbers to dial:

* Toll-Free Number (in USA): 877-829-8910

* Caller-Paid number: 404-469-0482

* Blackberry (Toll-Free Number): 877-829-8910x5797571#

* A number in your country or in a country close to you (may be toll free): <https://www.teleconference.att.com/servlet/glbAccess?process=1&accessNumber=8778298910&accessCode=5797571>

2. When prompted, enter the meeting access code: 5797571#

APPENDIX II

STANDARD INSURANCE LANGUAGE

(for use with ARTIC Art Consultant Agreement)

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

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

Workers’ Compensation Insurance as required by California statutes.

Employers Liability Insurance of not less than \$1,000,000 per occurrence.

Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, and Independent Contractor’s Liability (if applicable), in an amount not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) annual aggregate, written on an occurrence or claims made form.

Comprehensive Automobile Liability Coverage including—as applicable—owned, non-owned, and hired autos, in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit, written on an occurrence form.

Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and CONSULTANT shall maintain such coverage for at least four (1) year from the termination of this Agreement.

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

Each insurance policy required by this Agreement shall contain the following clause:

“This insurance shall not be cancelled, or limited in scope or coverage, until after thirty (30) days prior written notice or 10 days in the event of non-payment of premium, has been given to the City Clerk, City of Anaheim, 200 S. Anaheim Blvd., Anaheim, CA 92805.”

Each insurance policy required by this Agreement, excepting policies for Professional Liability and Workers’ Compensation, shall contain the following clauses:

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

“The City of Anaheim, OCTA, their officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations or activities of, or on behalf of the named insured, performed under contract with the City of Anaheim.”

Prior to commencing any work under this Agreement, CONSULTANT shall deliver to ANAHEIM insurance certificates confirming the existence of the insurance required under this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide ANAHEIM (i) endorsements to the above-referenced policies, which add to these policies the applicable clauses referenced above, or (ii) in lieu of said endorsements, documentation acceptable to ANAHEIM evidencing that the coverage, terms, and conditions set forth in the above-referenced clauses are otherwise included in said insurance policies. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signator’s company affiliation and title. Should it be deemed necessary by ANAHEIM, it shall be CONSULTANT’s responsibility to see that ANAHEIM receives documentation acceptable to ANAHEIM which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Insurance required hereunder shall be placed with insurers (i) admitted to write insurance in California, (ii) possessing an A. M. Best’s rating of A VII or higher (except for policies of insurance for professional liability which shall be placed with an insurer having a rating of AV or higher), or (iii) otherwise acceptable to ANAHEIM, with prior written permission from ANAHEIM. In the event that a claim or other legal action is filed against ANAHEIM, and if ANAHEIM, in its good faith opinion, believes it may have coverage under any insurance required herein, then ANAHEIM has the right to demand, and to receive within a reasonable time period, copies of the insurance policies related to such required insurance; provided, however, that this provision shall not apply if the parties agree that ANAHEIM shall be fully defended, held harmless, and indemnified against any such claim or other legal action.

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

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

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

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT’s, (or CONSULTANT’s contractors/subcontractor, if any) performance of the work covered under this Agreement.

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

APPENDIX III

STANDARD INDEMNIFICATION PROVISION

(for use with ARTIC Art Consultant Agreement)

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

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

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

As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at ANAHEIM's option), and hold harmless ANAHEIM, its officials, agents, employees, and representatives from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this contract; excepting those which arise out of the sole negligence of ANAHEIM.

Such Agreement shall be in effect without regard to whether or not ANAHEIM, CONSULTANT, or any other person maintains, or fails to maintain insurance coverage any such loss, costs, claims, damages or expenses. The obligation set forth in this indemnification provision shall survive the termination of this Agreement.



PARSONS BRINCKERHOFF



HELLMUTH, OBATA + KASSABAUM

