CITY OF SACRAMENTO

**PROFESSIONAL SERVICES AGREEMENT**

**LESS THAN $25,000**

**THIS AGREEMENT** is made at Sacramento, California, as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”), by and between the **CITY OF SACRAMENTO,** a municipal corporation (“CITY”), and

*Name of Contractor*

*Address*

*Phone/Fax/e-MAIL*

 (“CONTRACTOR”), who agree as follows:

1. **Agreement.** The Agreement shall consist of this document, the applicable General Provisions (as noted below), and each of the following documents in effect as of the Effective Date of this Agreement, which are incorporated herein by reference:

 Local Business Enterprise (LBE) Preference Program Requirements\*

 The applicable General Provisions:

 *[To be completed by the City Representative – check one:]*

\_\_\_ PSA General Provisions (“General Provisions”)\*

\_\_\_ PSA General Provisions – Design Professional Services (“General Provisions”)\*

\_\_\_ PSA General Provisions – Construction Project (“General Provisions”)\*

*Items highlighted with an asterisk (\*) within this agreement can be viewed at* <http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>

1. **Services.** CONTRACTOR shall provide to CITY the following services in the time, place and manner specified below:

[*Describe services to be provided here or in Exhibit A. If using an attachment, include the following sentence: The services shall be as set forth in Exhibit A, attached hereto and incorporated herein.*]

3. **Time of Performance.**

 [*Describe the time of performance here either by 1) stating the time of performance; or 2) referencing the scope of services in Section 2 (if appropriate) with the following sentence: “The Services shall be provided during the period or in accordance with the schedule set forth in Section 2 above.”*]

1. **Payment.** CITY shall pay CONTRACTOR for the services specified in Section 2 above at the times and in the manner set forth in Section 19 of the General Provisions. Payment to CONTRACTOR under this Agreement shall not to exceed the total amount of $\_\_\_\_\_\_\_\_.

CONTRACTOR shall be paid for the performance of services at the hourly rate, daily rate, flat fee, lump sum or other as set forth in Exhibit A or B as appropriate attached hereto and incorporated herein.

CONTRACTOR shall not be compensated for services outside the scope of services specified in Section 2 above, or in excess of the amount set forth above without prior written approval of the CITY.

Invoices shall be submitted as specified in Section 19 of the General Provisions.

5. **Representatives.**

The CITY Representative for this Agreement is:

*Name/Title*

*Address*

*Phone/Fax/E-mail*

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative’s designee.

The CONTRACTOR Representative for this Agreement is:

*Name/Title*

*Address*

*Phone/Fax/E-mail*

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

6. **Facilities and Equipment.** Except as set forth below, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for CONTRACTOR to perform services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed below.

 CITY shall [*check one*] \_\_\_ Not furnish any facilities or equipment for this Agreement; or

 \_\_\_ Furnish the following facilities or equipment for the Agreement.
[*List, if applicable.*]

7. **Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in Exhibit A to this Agreement.

8. **Conflict of Interest Requirements.**

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY’s Conflict of Interest Code. The term “designated employees” is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be “consultants” under the Political Reform Act. The term ”consultant” generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not “consultants.”

The CITY’s Conflict of Interest Code requires designated employees, including individuals who qualify as “consultants”, to file the following statements of economic interests:

(1) An “assuming office” statement of economic interests to be filed within 30 days after execution of the agreement between the CITY and the CONTRACTOR;

1. Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and
2. A “leaving office” statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY’s Conflict of Interest Code also requires individuals who qualify as “consultants” under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are “consultants” within the meaning of the Political Reform Act and the CITY’s Conflict of Interest Code: \_\_\_\_ yes \_\_\_\_ no *[check one]*

If “yes” is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

1. Identify the individuals who will provide services or perform work under this Agreement as “consultants”;
2. Cause these individuals to file with the CITY Representative the “assuming office” statements of economic interests required by the CITY’s Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and “leaving office” statements of economic interests, as required by the CITY’s Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

9. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she has accessed and read all contract documents and is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of Agreement’s obligations.

10. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** Land surveying, material testing, and inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project constitute “public works” under California Labor Code section 1720 et seq., and are subject to the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code and its implementing regulations set forth in Title 8 of the California Code of Regulations. If this Agreement includes any of these services (hereafter collectively referred to as “Public Work”), the Contractor and any subcontractor or subconsultant performing any Public Work shall comply with all applicable requirements of the California Labor Code and the Sacramento City Code, including the following requirements:

A. Workers’ Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Agreement, Contractor acknowledges and represents that Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Agreement.

B. DIR Registration. California Labor Code Section 1725.5 requires the CONTRACTOR and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR’s website at http://www.dir.ca.gov/Public-Works/Contractors.html. The above summary is provided solely for informational purposes and does not in any way affect the CONTRACTOR’s and subcontractors’ obligation to comply in all respects with all other applicable laws and regulations. The CONTRACTOR shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Agreement, Contractor shall furnish Contractor’s and any subcontractors’ current DIR registration number(s). The Contractor’s current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

***To be completed by the City Representative if this Agreement is for the performance of any Public Work:***

Contractor DIR registration #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

C. Payment of Prevailing Wages. Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code Section 3.60.040 and applicable provisions of the California Labor Code, which require, among other things, that CONTRACTOR and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1773. CONTRACTOR and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the CONTRACTOR and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code Section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.040. Questions regarding the City’s Labor Compliance Program should be directed to the City Representative.

D. Apprentices. If this Agreement is for the performance of any Public Work, and the amount of the Agreement is $30,000 or more, the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement shall comply with Sacramento City Code section 3.60.050, section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7.

E. Working Hours. If this Agreement is for the performance of any Public Work, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with, and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.040 and California Labor Code section 1810 et seq., governing the working hours of employees performing Public Work.

F. Subcontractors. The Contractor shall include these provisions in every subcontract or subagreement for every lower-tier subcontractor or subconsultant performing Public Work under this Agreement.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO CONTRACTOR**

A Municipal Corporation

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NAME OF FIRM

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Federal I.D. No.

Print name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 State I.D. No.

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

 For: City Manager \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City Business Op. Tax Cert. No.

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

APPROVED AS TO FORM: TYPE OF BUSINESS ENTITY (check one):

 \_\_\_\_\_ Individual/Sole Proprietor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_ Corp. (may require 2 signatures)

City Attorney \_\_\_\_\_ Limited Liability Company

 \_\_\_\_\_ Partnership

 \_\_\_\_\_ Other (*specify* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City Clerk **Signature of Authorized Person**

**Exhibits** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name and Title

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional Signature *(if required)*

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name and Title

**EXHIBIT A**

**INSURANCE**

**1. Insurance Requirements**. During the entire term of this Agreement, Contractor shall maintain the insurance coverage described in the Insurance Terms below.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Agreement. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

 If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**2. General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

**3. Automobile Liability Minimum Scope and Limits of Insurance Coverage**. (*Check the applicable provision*.)

\_X\_ Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

\_\_\_ No automobile liability insurance is required, and by signing this Agreement, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Agreement, or this Agreement is amended to require any employees of Contractor to use a vehicle to perform services under the Agreement, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000*)* per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

**4. Excess Insurance**. The CONTRACTOR may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s Primary and Excess liability policies are exhausted.

**5. Workers’ Compensation Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision*.)

\_X\_ Workers’ Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

\_­\_\_ No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers’ Compensation waiver of subrogation in favor of the CITY is not required.

\_\_\_ No Workers’ Compensation insurance is required, and by signing this Agreement, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Agreement, Contractor understands that Workers’ Compensation with statutory limits and Employer’s Liability Insurance with a limit of not less than one million dollars ($1,000,000) is required. The Workers’ Compensation policy will include a waiver of subrogation in favor of the City.”

**6.** Professional Liability Minimum Scope and Limits of Insurance Coverage**.** Professional Liability Insurance for errors and omissions, or malpractice with limits of not less than one million dollars ($1,000,000):

\_\_\_ Is \_\_\_ Is not *[check one]* required for this Agreement.

* 1. If Professional Liability insurance is provided on a claims made basis:
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
	* 1. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract.
		2. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.

**7. Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

1. Contractor's insurance coverage, including excess insurance, shall be primary and non-contributory insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
2. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
3. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.
5. ***Waiver of Subrogation.***CONTRACTOR hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.

**7. Acceptability of Insurance**. Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Agreement.

**8. Verification of Coverage.**

A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.

1. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Agreement directly to:

City of Sacramento

c/o Exigis LLC

PO Box 947

Murrieta, CA 92564

1. Certificate Holder must be listed as:

City of Sacramento

c/o Exigis LLC

PO Box 947

Murrieta, CA 92564

1. The City may withdraw its offer of Agreement or cancel this Agreement if the certificates of insurance and endorsements required have not been provided before execution of this Agreement. The City may withhold payments to Contractor and/or cancel the Agreement if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

**9. Subcontractor Insurance Coverage**. Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit A.