PROJECT NAME:

AGREEMENT TERM:

AUTHORIZED RENEWALS:

DEPARTMENT:

DIVISION:

CITY OF SACRAMENTO

**NONPROFESSIONAL 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.** This Agreement consists of this document, the General Provisions for Nonprofessional Services,\* and each of the following documents in effect as of the Effective Date of this Agreement, which are incorporated herein by reference:

Invitation to Bid

Instructions to Bidders

Contractor’s Bid Proposal Form

Technical Specifications

Local Business Enterprise (LBE) Preference Program Requirements\*

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

1. **Services.** CONTRACTOR shall provide to CITY the following services at the time, place, and in the 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 rate as set forth in Exhibit A or Exhibit 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. **Public Works Requirements.**  *[To be completed by the City Representative:]*

The services provided under this Agreement constitute “public works” under California Labor Code section 1720 *et seq.* and are either ***[check one if applicable]***:

\_\_\_\_\_\_\_\_ Construction work in an amount exceeding $25,000; or

\_\_\_\_\_\_\_\_ Alteration, demolition, repair, or maintenance work in an amount exceeding $15,000.

**If either line is checked above**, this Agreement is subject to the following requirements:

A. Payment of Prevailing Wages: The provisions of Sacramento City Code section 3.60.180 require, among other things, that CONTRACTOR and every lower-tier subcontractor pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

B. DIR Registration: California Labor Code Section 1725.5 requires the CONTRACTOR and all lower-tier subcontractors performing public works services to be currently registered with the California Department of Industrial Relations (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 pursuant to California Labor Code Section 1725.5. The CONTRACTOR shall list the CONTRACTOR’s current DIR registration number, and the current DIR registration number of all lower-tier subcontractors, below:

CONTRACTOR’s DIR No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subcontractor name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DIR No. \_\_\_\_\_\_\_\_\_\_\_\_

Subcontractor name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DIR No. \_\_\_\_\_\_\_\_\_\_\_\_

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 every lower-tier subcontractor.

6. **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 or e-mail 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.

7. **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.*]

8. **Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 8.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR 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.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

* 1. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance 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 CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, 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.

(2) 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 accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

“I certify that a motor vehicle will not be used in the performance of any work or services under this agreement.” \_\_\_\_\_\_\_\_ (CONTRACTOR initials)

(3) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

(4) Workers’ Compensation Insurance 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. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers’ Compensation waiver of subrogation in favor of the CITY is not required. \_\_\_\_\_ (CITY Representative initials)

No Workers’ Compensation insurance shall be required if CONTRACTOR completes the following certification:

“I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance.” \_\_\_\_\_\_\_\_\_ (CONTRACTOR initials)

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: 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, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

(2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

 C. Other Insurance Provisions

 The policies are to contain, or be endorsed to contain, the following provisions:

(1) CONTRACTOR’s insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR’s insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.

(3) Coverage shall state that CONTRACTOR’s insurance shall apply 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) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

 D. Acceptability of Insurance

Insurance shall 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 Section 8 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

 E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento

c/o EXIGIS LLC

P.O. Box 947

Murrieta, CA 92564

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:

certificates-sacramento@riskworks.com

(3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

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

Executed as of the date 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: Howard Chan, City Manager City Business Op. Tax Cert. No.

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