

ATTACHMENT "A"

PROJECT #:  
PROJECT NAME:  
DEPARTMENT:  
DIVISION:

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

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

*Name of Consultant*  
*Address*  
*Phone/Fax*

("CONSULTANT"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to CITY the services described in Exhibit A. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit A. CONSULTANT shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONSULTANT notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONSULTANT estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
2. **Payment.** CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONSULTANT for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONSULTANT shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices which CONSULTANT uses for billing clients similar to CITY.
3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONSULTANT only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
4. **General Provisions.** The General Provisions set forth in Exhibit D, which include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONSULTANT and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

5. **CITY Representative.** The CITY Representative specified in Exhibit A, or the Representative's designee, shall administer this Agreement for CITY.
6. **Authority.** The person signing this Agreement for CONSULTANT hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONSULTANT and to bind CONSULTANT to the performance of its obligations hereunder.
7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

By \_\_\_\_\_  
Robert P. Thomas, City Manager  
(Or Authorized Designee)

APPROVED TO AS FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Attachments

Exhibit A - Scope of Service  
Exhibit B - Fee Schedule/Manner of Payment  
Exhibit C - Facilities/Equipment Provided by CITY  
Exhibit D - General Provisions

**CONSULTANT:**

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
Federal I.D. No.

\_\_\_\_\_  
State I.D. No.

\_\_\_\_\_  
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

\_\_\_\_ Individual/Sole Proprietor  
\_\_\_\_ Partnership  
\_\_\_\_ Corporation  
\_\_\_\_ Limited Liability Company  
\_\_\_\_ Other (*please specify:* \_\_\_\_\_)

\_\_\_\_\_  
**Signature of Authorized Person**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Additional Signature (*if required*)

\_\_\_\_\_  
Title

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

*Name/Title  
Address  
Phone/Fax/E-mail*

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

The CONSULTANT Representative for this Agreement is:

*Name/Title  
Address  
Phone/Fax/E-mail*

All CITY questions pertaining to this Agreement shall be referred to the CONSULTANT Representative. All correspondence to CONSULTANT 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.

2. **Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is \_\_\_ is not \_\_\_ [check one] required for this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

3. **Scope of Services.** [*describe services to be provided here, or, if scope of services is described in an attachment, label the attachment "Attachment 1 to Exhibit A" and include the following sentence:*]

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

4. **Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, described below: [*identify performance period or schedule; may be done by reference to Section 3, above, if the performance period/schedule is specified in the scope of work*]

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONSULTANT'S Compensation.** The total of all fees paid to the CONSULTANT for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$\_\_\_\_\_.
2. **Appropriate Billable Hourly or Daily Rates.**
  - A. Unless payment under this Agreement will be made on a flat fee or lump sum basis, CONSULTANT shall be paid the hourly or daily rates set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. [*Attach list of the hourly or daily rates, labeled "Attachment 1 to Exhibit B".*]
  - B. If payment will be made on a flat fee or lump sum basis, payment shall be made to CONSULTANT as follows: [*If payment will not be made on the basis of hourly/daily billable rates, describe basis of payment here.*]
3. **CONSULTANT'S Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONSULTANT for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONSULTANT.**
  - A. Payments to CONSULTANT shall be made within a reasonable time after receipt of CONSULTANT'S invoice, said payments to be made in proportion to services performed or as otherwise specified in Section 2.B., above. CONSULTANT may request payment on a monthly basis. CONSULTANT shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONSULTANT shall contain the following information:
    1. Job Name
    2. Description of services billed under this invoice, and overall status of project
    3. Date of Invoice Issuance
    4. Sequential Invoice Number
    5. CITY'S Purchase Order Number
    6. Total Contract Amount
    7. Amount of this Invoice (Itemize all Reimbursable Expenses)
    8. Total Billed to Date
    9. Total Remaining on Contract
    10. Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONSULTANT for correction. CITY shall not be responsible for delays in payment to CONSULTANT resulting from CONSULTANT'S failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

Office  
Address  
Phone/Fax

Attn: \_\_\_\_\_

5. **Additional Services.** Additional Services are those services related to the scope of services of CONSULTANT set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY'S Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform said Additional Services.

6. **Accounting Records of CONSULTANT.** CONSULTANT shall maintain for three (3) years after completing of all Services and Additional Services hereunder, all records under this Agreement, including, but not limited to, records of CONSULTANT'S direct salary costs for all Services and Additional Services performed under this Agreement and records of CONSULTANT'S Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep such records available for inspection and audit by representatives of the Department of Finance of CITY at a mutually convenient time.

7. **Taxes.** CONSULTANT shall pay, when and as due, any and all taxes incurred as a result of CONSULTANT'S compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONSULTANT hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONSULTANT'S breach of this Section 7.

Exhibit B  
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