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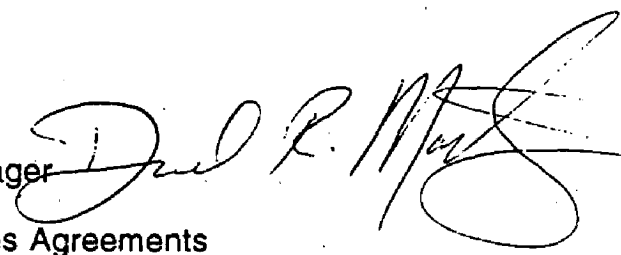
CITY OF SACRAMENTO
CALIFORNIA

CITY HALL
ROOM 101
915 I STREET
SACRAMENTO, CA
95814-2684

PH 916-264-5704
FAX 916-264-7618
TDD (ONLY) 916-264-7227

February 26, 1997
MEMORANDUM

TO: Department Directors
Division Managers

FROM: David R. Martinez, Deputy City Manager 

SUBJECT: Consultant and Professional Services Agreements

The attached Consultant and Professional Services Agreement and Supplemental Agreement forms are provided to you as the new City Standards. These documents have been updated and modified by the City Contracting Policy Committee (Red Team) to incorporate the current state of business affairs and City concerns. Please have your staff implement use of these documents.

Also attached for your reference are the Red Team contacts for each Department and /or Division. If you have any questions relating to the use of these documents or other contracting issues, please contact your representative.

cc: William H. Edgar, City Manager
Jack Crist, Deputy City Manager]
Betty Masuoka, Deputy City Manager

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 **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

CONSULTANT Name,
Address
CITY, ST, Zip
Phone

("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 the additional service and amount of compensation therefor.

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 services rendered pursuant to this Agreement unless pursuant to Paragraph 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 no manner be specified in Exhibit B, then 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 the terms and conditions set forth in Exhibit C.

4. **General Provisions.** The general provisions set forth in Exhibit D, which include insurance requirements, are part of this Agreement. In the event of any conflict between said general provisions and any other terms or conditions of this Agreement, such other terms or conditions shall control over the general provisions.

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.

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

CITY

Title

NAME OF CONSULTANT

Federal I.D. No.

State I.D. No.

City of Sacramento Business Operation
Tax Certificate No.

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

CONSULTANT Signature

Print Name

Title

- Attachments:
Exhibit A - Scope of Services
Exhibit B - Fee Schedule / Manner of Payment
Exhibit C - Facilities & Equipment to be Provided by CITY
Exhibit D - General Provisions

EXHIBIT A
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT
SCOPE OF SERVICES

1. Representatives.

CITY Representative for this Agreement is:

(Name)	(Title)	(Telephone)	(FAX)
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All CONSULTANT questions pertaining to this Agreement will be referred to the City Representative or the Representative's designee.

CONSULTANT Representative for this Agreement is:

(Name)	(Title)	(Telephone)
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All CITY questions pertaining to this Agreement will be referred to the CONSULTANT Representative. All correspondence to CONSULTANT shall be addressed to the address set forth on page one of this Agreement.

All correspondence to CITY shall be addressed to:

City of Sacramento

Attn.:

2. Project Description

(Insert a brief description of the project, e.g. a 2500 sf building with 2 private offices located at 24th and Fruitridge, a 5 mile underground water transmission line, etc.)

3. Professional Liability Insurance

Professional Liability (Errors and Omissions) insurance _____ is _____ is not required for this Agreement. (See Exhibit D, ¶ 11, for complete insurance requirements.)

4. Services to be Provided:

(Insert CONSULTANT proposal or description of work here. If the scope of services is going to be a copy of CONSULTANT'S proposal, label the proposal "Attachment 1 to Exhibit A" and insert the following here "The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.")

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE / MANNER OF PAYMENT

1. CONSULTANT'S Compensation.

- A. Services: The total of all fees paid to CONSULTANT for the performance of all Services set forth in Exhibit A, including normal revisions, and for all authorized Reimbursable Expenses, shall not exceed the total sum of:

\$ _____

B. Additional Services:

1. Additional Services are those services related to the scope of Services of CONSULTANT as 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.
2. CONSULTANT'S compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. CITY, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual agreement between CITY and CONSULTANT, compensation to CONSULTANT shall not exceed the fixed fee amount.

2. Appropriate Billable Hourly Rates for Services and Additional Services.

- A. (Insert hourly rates here or attach rate sheet. Refer to any attachment as "Attachment 1 to Exhibit B".)

3. CONSULTANT'S Reimbursable Expenses.

- A. 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. 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. Up dated project schedule. This shall include those steps which will 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 above.
- D. Request for payment shall be sent to:

CITY of Sacramento

Attn.:
Job # / Project #

5. Accounting Records of CONSULTANT.

CONSULTANT shall maintain for three (3) years after completion of all 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.

6. 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 payments upon request. CONSULTANT hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONSUTLANT's breach of this Section 6.

EXHIBIT C
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT
FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY (will / will not) furnish facilities or equipment for this Agreement.

EXHIBIT D

GENERAL PROVISIONS

1. Independent Contractor.

A. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONSULTANT nor CONSULTANT's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement, and CONSULTANT will be issued a Form 1099 for its services hereunder. As an independent contractor, CONSULTANT hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONSULTANT's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used herein the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONSULTANT, in the performance of its obligations hereunder, is subject to the control or direction of CITY as to the designation of tasks to be performed and the results to be accomplished by the Services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by CONSULTANT for accomplishing such results. To the extent that CONSULTANT obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONSULTANT's sole discretion based on the CONSULTANT's determination that such use will promote CONSULTANT's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONSULTANT use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT. It is further understood and agreed that CONSULTANT shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONSULTANT's assigned personnel and subcontractors.

D. Nothing in this Agreement shall be construed as to create an exclusive relationship between CITY and CONSULTANT. CONSULTANT may represent, perform services for, or be employed by such additional persons or companies as CONSULTANT sees fit provided that there is no conflict with the performance of Services hereunder.

2. **Licenses; Permits; Etc.** CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, CITY Business Operations Tax Certificate, qualifications and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession or provide any Services under this Agreement. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession or provide such Services.

3. **Time.** CONSULTANT shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations under this Agreement. Neither party shall be considered in default of this Agreement, nor be entitled to additional compensation, to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

4. **CONSULTANT Not Agent.** Except as CITY may specify in writing, CONSULTANT and CONSULTANT's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT and CONSULTANT's personnel shall have no authority, express or implied, to bind CITY to any obligation whatsoever.

5. **Assignment Prohibited.** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6. **CONSULTANT Information.**

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced or provided by CONSULTANT pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: documents, writings, handwriting, typewriting, printing, photostating, photographing, computer models and any other computerized data, and every other means of recording any form of information, communication or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof.

B. All proprietary and other information received from CONSULTANT by CITY, whether received in connection with CONSULTANT's proposal to City or in connection with any Services or Additional Services performed by CONSULTANT, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONSULTANT of

any request for the disclosure of such information. The CONSULTANT will then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the CITY Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONSULTANT shall have sole responsibility for defense of the actual "trade secret" designation of such information.

C. The parties understand and agree that any failure by CONSULTANT to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection B, above, shall constitute a complete waiver by CONSULTANT of any rights regarding the information designated "trade secret" by CONSULTANT, and such information will be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

7. Standard of Performance. CONSULTANT shall perform all Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of CONSULTANT's profession in California. All products of whatsoever nature which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CONSULTANT shall assign only competent personnel to perform Services pursuant to this Agreement. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person(s) is not performing in accordance with the standards required herein, CONSULTANT shall remove such person(s) immediately upon receiving notice from CITY of the desire of CITY for the removal of such person(s).

8. Termination. CITY shall have the right to terminate this Agreement at any time by giving notice of such termination to CONSULTANT. In the event CITY shall give such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement.

In the event CITY shall terminate this Agreement:

A. CONSULTANT shall promptly deliver to CITY copies of all information prepared pursuant to this Agreement.

B. CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of the CITY is necessary to determine the reasonable value of the Services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the Services rendered by CONSULTANT prior to termination, the decision of the CITY shall be final. The foregoing is cumulative and does not affect any right or remedy which CITY may have in law or equity.

9. **Indemnity.** CONSULTANT shall indemnify and save harmless, CITY, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "liabilities"), to which any or all of them may be subjected, as a direct or indirect result of any act or omission of CONSULTANT, its officers, employees, subconsultants, subcontractors or agents in connection with the performance or nonperformance of this Agreement, whether or not such liabilities are litigated, settled or reduced to judgment. CONSULTANT shall, upon CITY's request, defend at CONSULTANT's sole cost any action, claim or suit which asserts or alleges any such liabilities, whether well founded or not and whether or not such action, claim or suit also asserts or alleges negligent or wrongful conduct by CITY, its officers, employees or agents. In the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable solely to the CITY's active negligence or willful misconduct, the CITY shall pay the portion of damages which is allocated to the CITY's active negligence or willful misconduct. As used herein, the phrase "active negligence or willful misconduct" shall not include any negligent act or omission by the CITY, its officers, employees or agents occurring in connection with or related to the review, approval, supervision or acceptance of any service or work product performed or provided by CONSULTANT.

10. **Equal Employment Opportunity.** During the performance of this Agreement, CONSULTANT, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: CONSULTANT shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Orders 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONSULTANT, with regard to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONSULTANT for work to be performed under any subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of CONSULTANT's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONSULTANT with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to CONSULTANT under the Agreement until CONSULTANT complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONSULTANT shall include the provisions of Paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONSULTANT shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONSULTANT may request CITY to enter such litigation to protect the interests of CITY.

11. Insurance Requirements. During the entire term of this Agreement, CONSULTANT shall maintain the following insurance.

A. Minimum Scope of Insurance:

Coverage shall be at least as broad as:

- (1) Insurance Services Office Form No. CG 0001 (Commercial General Liability);
- (2) Insurance Services Office Form Number CA 0001 (Ed. 1/87) (Automobile Liability, Code 1 "any auto");
- (3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability insurance;
- (4) Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice if specifically required in the Scope of Services (Exhibit A).

B. Minimum Limits of Insurance:

CONSULTANT shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- (4) Professional Liability (Errors and Omission): \$1,000,000 combined single limit per occurrence.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY.

D. Other Insurance Provisions:

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

(1) General Liability and Automobile Liability Coverages:

(a) CITY, its officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of the protection afforded to CITY, its officials, employees or volunteers.

(b) CONSULTANT'S insurance coverage 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 CONSULTANT'S insurance and shall not contribute with it.

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

(d) Coverage shall state that CONSULTANT'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.

(2) All Coverages:

Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to CITY. In addition, CONSULTANT agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to CITY and CITY approves the reduction in coverage or limits. CONSULTANT further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to CITY and CITY approves such increase.

E. Acceptability of Insurers:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only, provided, however, that in no event will a carrier with a rating below B:IX be acceptable.

F. Verification of Coverage:

CONSULTANT shall furnish CITY with certificates of insurance showing compliance with the above requirements and with original endorsements effecting all coverages required by this Agreement. The certificates and/or endorsements shall set forth a valid policy number for CITY, and shall indicate the Issue Date, Effective Date and Expiration Date. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be forwarded to the CITY representative named in Exhibit A.

G. Payment Withhold:

CITY will withhold payments to CONSULTANT if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or CONSULTANT otherwise ceases to be insured as required herein.

12. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CITY.
13. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
14. **Waiver.** Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.
15. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Litigation arising out of

or connected with this Agreement shall be instituted and maintained in the courts of Sacramento County in the State of California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

- 16. Confidentiality of CITY Information.** During performance of this Agreement, CONSULTANT may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees CONSULTANT will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. A violation by CONSULTANT of this Section 16 shall be a material violation of this Agreement and will justify legal and/or equitable relief.

SUPPLEMENTAL AGREEMENT

Project Title and Job Number:
Purchase Order #:

Date:
Supplemental Agreement No.:

The City of Sacramento ("City") and _____
("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number _____, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

[Describe additional and/or revised services or refer to Attachment describing additional and/or revised services, including any time extension]

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Consultant's fees and expenses, is **increased/decreased** by _____, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount : _____
Net change by previous supplemental agreements: _____
Not-to-exceed amount prior to this supplemental agreement: _____
Increase/decrease by this supplemental agreement: _____
New not-to exceed amount including all supplemental agreements: _____

3. Consultant agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Consultant for any and all direct and indirect costs that may be incurred by Consultant in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Consultant.

4. Consultant warrants and represents that the person or persons executing this supplemental agreement on behalf of Consultant has or have been duly authorized by Consultant to sign this supplemental agreement and bind Consultant to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Approved As To Form By:

Project Manager
Approved By:

City Attorney

Consultant
Approved By:

Attested To By:

City of Sacramento

City Clerk

City Contract Policy Committee Contacts

Administrative Services

Aaron Chong, OMWSB Coordinator
5730 24th Street, Bldg. 4
Sacramento, CA 95822
433-6250

Margaret Allen, Risk Manager
921 10th Street, Room 402
Sacramento, CA 95814
264-5270

Bob Holbrook, Procurement Services Mgr.
5730 24th Street, Bldg. 4
Sacramento, CA 95822
433-6240

City Attorney

Joe Robinson, Deputy City Attorney
921 10th Street, Room 600
Sacramento, CA 95814
264-5346

Community & Visitor Services

Barbara Bonebrake, Assistant Director
1030 15th Street, Room 250
Sacramento, CA 95814
264-8109

Neighborhood Services Department

Vic Edmiston, Parks and Recreation Manager
1023 J Street, Room 200
Sacramento, CA 95814
264-5336

Planning and Development Department

Fred Buder, Senior Planner
1231 I Street, Room 300
Sacramento, CA 95814
264-5381

Public Works Department

Duane Wray, Architecture and Engineering Mgr.
927 10th Street, Room 100
Sacramento, CA 95814
264-8300

Barry Bates, Street Manager

5730 24th Street, Bldg. 9
Sacramento, CA 95822
433-6336

Gene Moore, Fleet and Facilities Manager

5730 24th Street, Bldg. 1
Sacramento, CA 95822
433-6220

Greg Hovious, Contract Officer

927 10th Street, Room 100
Sacramento, CA 95814
264-8300

Utilities Department

Gary Reents, Engineering Services Manager
5770 Freeport Blvd., #100
Sacramento, CA 95822
433-6600

Gary Goose, Supervising Engineer

5770 Freeport Blvd., Suite 100
Sacramento, CA 95822
433-6600