



## CONTRACT For

Effective Date:	
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AS OF THE ABOVE-WRITTEN “EFFECTIVE DATE”, AND IN CONSIDERATION OF THEIR MUTUAL OBLIGATIONS, AGENCY AND CONTRACTOR (DEFINED BELOW) ENTER INTO THIS “CONTRACT” AND AGREE AS FOLLOWS:

1. “Agency” is/are the following selected agency/agencies, which are public bodies, corporate and politic, and which has/have the address of 801 12<sup>th</sup> Street, Sacramento, California 95814:

	AGENCY	
SELECT	<input type="checkbox"/> Housing Authority of the City of Sacramento	<input type="checkbox"/> Housing Authority of the County of Sacramento
	<input type="checkbox"/> Sacramento Housing and Redevelopment Agency	

2. “Contractor” and Contractor’s name and address for its principal place of business are the following:

Name	
Address	
DUNS #:	

Contractor is the following legal entity (select one):

<input type="checkbox"/> Sole Proprietor/Individual(s)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Other: Local Government

Funding Source	CFDA#	Award #	Award Year	Jurisdiction	Amount
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	

3. “Scope of Work” for this Contract is the following. This contract is invalid unless this section is completed. In addition to the Scope of Work here, there may be a detailed Scope of Work attached if such attachment is written by Agency:

“PERFORMING PARTY”	“TASK/OBLIGATION”:	“DEADLINE”
Contractor	<i>Scope of work or summary of scope of work</i>	
Contractor	“COMPLETION DATE”: The date for completion of all of Contractor’s Tasks/Obligations under this Contract	

4. “Attachments” for this Contract are the following, which are incorporated in this Contract as if included in full in the body of this document:

ATTACHMENT NO. CHECK APPLICABLE BOX	DESCRIPTION OF ATTACHMENT (Attachments marked N/A or stricken are not included)
	Contract Provisions (This Contract is <i>invalid</i> without the Contract Provisions attachment)
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	Federal Requirements
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	CDBG and Other Federal Requirements
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	Payments
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	General Conditions for Limited Construction Work (If this Contract is for construction work, it is invalid without the General Conditions for Limited Construction Work attached.)
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	Attachment for Architectural Services (If this Contract is for architectural services, it is <i>invalid</i> without the Attachment for Architectural Services attached.)
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	Personal Identifying Information Attachment
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	Conflict of Interest Form
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	Other

Unless expressly stated otherwise in paragraph 8 “Special Provisions” below, the Attachments shall supersede any provisions of this Contract with which they conflict. Furthermore, the provisions of Attachment 1 shall supersede any other Attachment with which it may conflict.

5. “Contract Price” is the maximum amount that Agency is required to pay Contractor under this Contract. The Contract Price for this Contract is as follows:

<b>CONTRACTOR PRICE</b>	
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6. “Payment Schedule for this Contract is as follows:

SELECT ONE	DATE, TIME PERIOD OR PERFORMANCE TO BE COMPLETED AS CONDITION OF PAYMENT (Only one payment schedule is selected)	MAXIMUM AMOUNT OF PERIODIC PAYMENT:
	Monthly payments due on the ___ day of the month	\$_____per month ___% of Contract Price
	Quarterly payments due by the 30 <sup>th</sup> of the month following the previous quarter.	Stated in Attachment ___
	Per amounts and on dates stated in Attachment ___ Payment	Stated in attachment ___
	According to the following Schedule of Tasks, periodic payment upon Contractor’s completion of respective task:	
		\$
		\$
		\$
		\$
	As billed by Contractor, for work actually performed and services actually provided	According to the fees and rates stated in Attachment ___ Payment
		Per the Scope of Work
	Upon completion of the work for actual work performed	Maximum Amount
	Allowed Reimbursable Expenses	
	Not to Exceed	

Contractor shall not be reimbursed for expenses that are not specifically included in the Payment Schedule. Notwithstanding any other provision, reimbursable travel expenses shall not exceed the rates allowed by the Internal Revenue Service Standard Mileage Reimbursement and shall not include expenses for travel within a forty-five (45) mile radius of Agency’s place of business. Notwithstanding any other provision, reimbursable expenses shall not include any pro-rated overhead costs and expenses, facsimile or telecopier charges, copying costs (unless extraordinary and approved in advance by Agency), courier charges, local and long distance telephone charges, and ordinary office

and business supplies.

Contractor shall submit, at minimum, quarterly status reports on the Tasks/Obligations funded by Agency that shall include the name, email address, and telephone number of Contractor's contact person. Annual or closeout reports are due 30 days after the end of the calendar year. Agency shall have the right to audit such reports, including the right to review all records of Contractor related to such reports.

7. "Term" The term of this Contract shall be for a period of \_\_\_\_\_ beginning on the Effective Date and ending on \_\_\_\_\_ (the "Expiration Date").

8. "Special Provisions" are the following provisions or additional recitals, which are a part of the contract only if approved by Agency counsel as indicated by the accompanying initials.

SPECIAL PROVISION	AGENCY COUNSEL

9. "Conflict of Interest" the following statement describes whether or not the contractor is required to file a Fair Political Practices Commission Conflict of Interest statement.

<input type="checkbox"/> yes <input type="checkbox"/> no Contractor must file a Conflict of Interest Statement with Agency Clerk, unless this box is checked by Agency signatory indicating that Contractor is excluded from filing under the Agency Conflict of Interest Code.
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In no event shall any member, officer or employee of Contractor, or its designees or agents, have an interest, direct or indirect, in any contract or its proceeds, for work to be performed in connection with Agency program assisted under this Contract during his/her tenure or for one (1) year thereafter if such member, officer or employee of Contractor, or its designees or agents exercises any functions or responsibilities with respect to this Contract. Contractor must incorporate, or cause to be incorporated, in all of its subcontracts a provision prohibiting subcontractors from having or acquiring any interest in violation of this paragraph 9.

THIS CONTRACT IS EXECUTED in Sacramento, California as of the date first above written.

AGENCY:  
By:

CONTRACTOR:  
By:

Name:		Name:	
Title:		Title:	
		Tax ID Number:	

**CERTIFICATION OF AUTHORITY**

I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute the attached document for Contractor in the capacity I have stated, and that such execution is sufficient to bind Contractor. Executed in \_\_\_\_\_, California, on \_\_\_\_\_.

\_\_\_\_\_  
Contractor's Signatory

# Attachment 1

## Contract Provisions

1. **CONTRACT CONTENTS, PRECEDENCE AND DEFINITIONS.** This Contract consists of this Contract document and all of the Attachments named in this Contract. Except for matters required by law or expressly stated otherwise in paragraph 8 “Special Provisions”, the provisions of the Attachments supersede any provisions of the body of this Contract with which they conflict. Furthermore, the provisions of Attachment 1, and any Federal Requirements attached to this Contract, supersede any other Attachment with which it may conflict; provided that the Federal Requirements shall supersede all conflicts that may exist anywhere in this Contract or its Attachments. Unless otherwise defined in this Attachment 1, capitalized terms shall have the definitions stated in this Contract.

2. **SCOPE OF WORK.** Notwithstanding the wording of the Scope of Work, unless a Task/Obligation is expressly described in the Scope of Work as one that is not mandatory, each Task/Obligation provided in the Scope of Work is the mandatory obligation of the Performing Party, and it must be completed on or before its respective Deadline. As the context indicates the Task/Obligation must be performed at or delivered to the Location stated in the Scope of Work.

3. **CONTRACT TERM AND TIME OF PERFORMANCE.** The “Contract Term” shall begin on the date of this Contract and shall end at 5:00 p.m. on the Expiration Date or upon completion of all Task/Obligation provided in the Scope of Work, whichever shall first occur.

a) Certain of the Contract requirements, as expressly stated in this Contract, shall survive the Term.

b) Contractor acknowledges that it is not entitled to compensation for any work done or costs incurred prior to the Effective Date or subsequent to the Expiration Date. This contract cannot be revived, amended or extended by agreement made after the Expiration Date.

4. **COMPENSATION, REIMBURSEMENT AND METHOD OF PAYMENT.** Notwithstanding any other provision of this Contract, the parties agree that the total compensation and reimbursement for all services and expenses required during the term of this Contract shall not exceed the Contract Price. Agency shall pay Contractor in the amounts and at the times specified in the Payment Schedule. Agency is not obligated to make any payment under this Contract for work Contractor has not yet performed or goods not delivered. Agency is not obligated to make any payment under this Contract for so long as Contractor is in material default of this Contract. Except as specified in writing in this Contract, Agency is not obligated or liable under this Contract to any party other than Contractor.

5. **INSURANCE COVERAGE REQUIREMENTS.** During the Term, Contractor must maintain the following insurance coverage from insurance providers licensed to do business in California and having an industry rating that is acceptable to Agency. Failure to maintain the required insurance is a material breach of this Contract. Before beginning any work under this Contract, Contractor must provide Agency with certificates of insurance or copies of the insurance policies demonstrating the required coverage, and the required endorsements naming “the Sacramento Housing and Redevelopment Agency and its constituent entities” as an additional insured. Contractor must ensure that such certificates and endorsements are in a form acceptable to Agency and reflect fulfillment of all of the requirements of this Contract. Contractor must ensure that the coverage afforded under the policies can only be canceled after thirty (30) days prior written notice to Agency of the pending cancellation. Contractor must mark such notice to the attention of Agency’s Procurement Services Office at the following address:

SACRAMENTO HOUSING & REDEVELOPMENT AGENCY  
801 12<sup>th</sup> Street – Procurement Services (PS)  
Sacramento, California 95814

a) The required insurance coverage is the following: (i) Two Million Dollars (\$2,000,000) or more of comprehensive general liability coverage including, without limitation, coverage for contractual liability, public liability and property damage and having a deductible of Twenty-five Thousand Dollars (\$25,000) or less; (ii) if motor vehicles are used in connection with this Contract, Five Hundred Thousand Dollars (\$500,000) or more of automobile liability coverage having a deductible of Five Thousand Dollars (\$5,000 ) or less; and statutory limits or more of

workers compensation coverage for all employees of Contractor and all others doing Contract work. The policies shall be endorsed to name the “the Sacramento Housing and Redevelopment Agency and its constituent entities” as an additional insured. The insurance afforded to such additional insured shall apply to the fullest extent permitted by law and shall be at least as broad as that afforded to the named insured.

b) Contractor will provide Agency with the cancellation clause and/or any amendatory endorsements that modify or change the policy cancellation clause of the insurance policies in force. It is Contractor’s responsibility to notify Agency of any notice of cancellation, non-renewal or non-payment of premium in accordance with your policy provisions. In the event insurance is cancelled or not renewed, Contractor shall notify Agency within forty-eight (48) hours of such cancellation or non-renewal.

\_\_\_\_\_ **Contractor’s Initials**

c) Contractor is in material breach of this Contract for so long as Contractor fails to maintain all of the required insurance. Agency has the right, but not the obligation, to pay any delinquent insurance premiums and any other charges to reinstate or maintain the required insurance policies and coverage. Upon Agency’s demand, Contractor must immediately reimburse Agency for any and all costs incurred by Agency in so obtaining and/or maintaining insurance. If Agency does incur such costs, Agency shall have the right to withhold such amount from any payment due to Contractor under this Contract and to reduce the compensation payable to Contractor under this Contract by such amount.

**6. BILLING PROCEDURES AND CONDITIONS.** Agency must make the payments due under this Contract, as provided herein, subject to the following provisions:

a) Agency must pay the Contract Price in accordance with the Payment Schedule to Contractor for performance of Contractor’s obligations under this Contract, or so much of the Contract Price as may be due for services actually performed and materials actually supplied by Contractor under this Contract. Agency is not required to make such payment more frequently than specified in the Payment Schedule. Contractor will not be paid for expenses or overhead as separate items of cost unless such items are specifically listed in the Payment Schedule, and then not to exceed the amounts so provided. In any event, Agency is not required to pay Contractor a total amount for goods, services and expenses which exceed the Contract Price.

b) Contractor may make requests for payment no later than 30 days after the Completion Date (the “Billing Date”), for Tasks/Obligations rendered on or before the Completion Date. Agency shall make payments due under this Contract for invoices submitted on or before the Expiration Date. Agency is not obligated to make payments to Contractor for invoices submitted after the Billing Date.

c) As a condition for payment, Contractor must submit invoices, in duplicate, not less than thirty (30) business days before the date of a requested payment. Such billing statements shall specify the dates on which the work was performed; the nature of the work performed; the percentage of the total work performed; the name of the individual performing each element of the work; the respective hourly billing rates; a list of all expenses for which reimbursement is sought; and the requested payment date.

d) Within ten (10) days following a written request received from Agency, Contractor must provide an invoice to Agency for all work performed as of the request date. Agency is entitled to make similar requests at intervals of not less than thirty (30) days following the initial request.

e) Contractor must submit its final invoice for all work under this Contract no later than the Billing Date.

**7. INDEMNIFICATION.** Except to extent of gross negligence or willful misconduct on the part of Agency, Contractor shall indemnify, hold harmless and defend, to the fullest extent permitted by law, the Housing Authority of the City of Sacramento, the Housing Authority of the County of Sacramento, the Sacramento Housing and Redevelopment Agency, the City of Sacramento and the County of Sacramento, their respective officers, directors, commissioners, advisory committee members, agents, and employees from liability, claims, demands, attorney’s fees or litigation and related costs, including, without limitation, court costs and investigator, witness, arbitrator and mediator fees, for any

injury or damages to persons or property resulting from Contractor's prosecution of work under this Contract, or otherwise related to this Contract, whether caused, in whole or part, by an intentional or negligent act or omission by Contractor, its officers, employees, or agents.

8. **NO WAIVER OF RIGHTS AND REMEDIES.** Agency's failure, at any time, to object to any breach of covenant or obligation, to any failure of performance, or to any other default on the part of Contractor shall not constitute a continuing waiver of subsequent breaches or defaults. Agency's making of any payment to Contractor shall not, under any circumstances, be considered a waiver by Agency. Agency's making of any payment while any breach or default by Contractor exists shall in no way impair any right or remedy available to Agency related to such breach or default, including, without limitation, the right to withhold future payments.

9. **HIRING OF OTHERS.** Unless consultants, specialists, experts or other third parties are listed in the Scope of Work, Contractor must not employ any of them or incur any obligation to pay any of them for services performed under this Contract without the prior written approval of Agency. Agency's written approval shall not create any obligation of Agency with regard to any such third party. Contractor has no authority to, and must not purport to, employ, hire or contract with any such third party as agent of Agency or otherwise on behalf of Agency.

10. **TERMINATION OF CONTRACT FOR CAUSE.** If either party fails to fulfill its obligations under this Contract in a timely and proper manner or violates any of the covenants, agreements, or stipulations of this Contract, and if such failure or violation is material and substantial, the other party shall have the right to immediately terminate this Contract by written notice to the defaulting party.

a) If Contractor defaults and Agency terminates the Contract, all finished or unfinished work, products, documents, electronic media, data, studies, artwork, renderings, models, software programs, and reports prepared by Contractor under this Contract shall, at the option of Agency, become property of Agency, upon payment to Contractor of just and equitable compensation for such work which is completed, reasonably satisfactory to Agency, and which Contractor has not already received payment for pursuant to the terms of the Contract. Agency's exercise of its option to own such properties does not relieve Contractor of liability to Agency for damages on account of Contractor's default, and Agency may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due Agency from Contractor is determined.

b) If Agency defaults and Contractor terminates the Contract, upon Contractor's submission of the invoices and receipts required by this Contract, Agency must pay to Contractor an amount which bears the same ratio to the total compensation under this Contract as the Tasks/Obligations actually performed by Contractor bear to the total Tasks/Obligations of Contractor covered by this Contract, less payments of compensation previously made (for example, if the work is eighty percent complete, Agency must pay eighty percent of the compensation less any amounts previously paid for the work). In addition, Agency must reimburse Contractor for all unreimbursed expenses that are reimbursable under this Contract upon Contractor's submission of the invoices and receipts required by this Contract for reimbursement.

11. **TERMINATION FOR CONVENIENCE OF AGENCY.** Agency may immediately terminate this Contract, at any time and without cause, by a notice in writing from Agency to Contractor.

12. **CHANGES.** Agency may, from time to time, request changes in the Scope of Work to be performed by Contractor. Such changes, including any increase or decrease in Contractor's compensation, must be agreed to in writing by both Agency and Contractor.

13. **PERSONNEL, FACILITIES AND EQUIPMENT.** Contractor represents that it has, or will, secure at its sole cost and expense all personnel, facilities and equipment required in performing the Tasks/Obligations under this Contract. Such personnel must not be Agency employees or have any contractual relationship with Agency, except with Agency's prior written approval.

a) All the Tasks/Obligations will be performed by Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform the Tasks/Obligations.

b) No person who is serving a sentence in a penal or correctional institution shall be employed or work on this Contract.

14. **SUBCONTRACTING.** Contractor must not enter into any subcontract for performance of the Tasks/Obligations without the prior written consent of Agency. In any event, Contractor shall be as fully responsible to Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as Contractor is for the acts and omissions of persons it directly employs. In any event, Contractor must insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions, insurance and other relevant provisions of this Contract.

15. **INTERESTS OF OFFICIALS.** No member of the governing body of Agency, and no officer, employee or agent of Agency who exercises any functions or responsibilities in connection with carrying out the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. No member of the governing body of the locality in which the Project is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract. If federal funds are expended by Agency for this Contract, no member of or delegate to the Congress of the United States, and no commissioner of Agency who meets the requirements of a tenant commissioner pursuant to Health and Safety Code section 34290(c), shall be admitted to any share or part of this Contract or to any benefit arising from this Contract. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any portion of the Project to which this Contract pertains, or any other interest which would conflict in any manner or degree with the performance of its services under this Contract. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by Contractor.

16. **CONFLICTS OF INTEREST STATEMENT.** Contractor shall, upon Agency request, complete and submit a conflict of interest statement to Agency in form approved by Agency.

17. **OWNERSHIP OF PROFESSIONAL AND TECHNICAL INFORMATION.** All professional and technical information, in the form of original designs, drawings, data, computations, specifications, report texts, estimates, writings, artwork, renderings, models, software programs, and any other material, data and information collected or developed in connection with the Tasks/Obligations under this Contract, and all original documents shall be forwarded to and become the sole property of Agency. Neither Contractor nor any of its associates or consultants shall have any rights or interest in such information, documents and material. Contractor and its associates and consultants may retain such copies or reproductions, at their sole cost and expense, of the original documents as necessary for their files, records and reference.

18. **NO INTELLECTUAL PROPERTY RIGHTS OR ARTIST'S RIGHTS IN CONTRACT WORK.** In no event, without the prior written approval of Agency, shall Contractor or any person or entity acting on behalf of Contractor obtain or hold, and to the contrary, expressly waives any rights, in law or in equity, in any intellectual property developed in furtherance of the Tasks/Obligations, including, without limitation, copyright, trademark, service mark, patent or rights of an artist in a work of art. Artists preparing any artwork under this Contract waive any rights to notice or to take any action regarding the use, removal, relocation or destruction of any artwork so prepared. Contractor represents and acknowledges that Contractor has or shall obtain such waivers in writing for all persons or entities performing the Tasks/Obligations under this Contract

19. **COMPLIANCE WITH LAWS.** Contractor must comply with all applicable laws, ordinances and codes of the federal, state and local governments, and must commit no trespass on any public or private property in performing the Tasks/Obligations.

20. **CHILD SUPPORT COMPLIANCE ACT.** If the Contract Price exceeds \$100,000, the following is acknowledged and agreed to by Contractor: (1) Contractor recognizes the importance of child and family support and shall fully comply with all applicable state and federal laws relating to child and family support enforcement orders, including but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8(commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and (2) Contractor, to the best of its knowledge, agrees to fully comply with the earnings assignment orders of all employees and to provide the names of all new employees to the New Hire Registry, maintained by the California Employment Development Department.



21. **ASSIGNABILITY.** Contractor is prohibited from assigning, and waives all rights to assign or transfer, any interest in this Contract without the prior written approval of Agency. Any purported assignment of any of Contractor's rights and obligations under this Contract without the prior written consent of Agency is *void ab initio* and is a material breach of this Contract.

22. **AGENCY COOPERATION.** Agency will reasonably cooperate with Contractor regarding this Contract. As and when requested by Contractor, Agency will furnish to Contractor any and all pertinent information which Agency may possess during the time of performance of Contractor's duties under this Contract.

23. **CONFIDENTIALITY.** All information prepared or assembled by Contractor under this Contract is confidential. Contractor must not make this information available to any individual or organization without the prior written approval of Agency. Contractor must immediately forward to Agency all requests for information related to this Contract made by a third party to Contractor. Contractor must not disclose or permit the disclosure of any confidential information of Agency, except to its agents, employees and other consultants, approved by Agency, who need such confidential information for the proper performance of their duties related to this Contract or on behalf of Agency.

24. **PRIVACY.** Contractor agrees to comply with the Federal Privacy Act of 1974 (the Act) and Agency rules and regulations issued under the Act

25. **CONTRACTOR'S STATUS.** Contractor, for all purposes under this Contract, is an independent contractor and must maintain any and all licenses required by law for the performance of Contractor's obligations under this Contract. Except as expressly stated in this Contract, Agency is prohibited from directing the methods of Contractor's work under this Contract, requiring Contractor's use of an Agency office for Contractor's performance or setting regular working hours for Contractor or Contractor's employees.

26. **CONTRACT CONSTRUCTION AND ENFORCEABILITY.** The existence, validity, construction and operation of this Contract, and all its representations, terms and conditions shall conform to the laws of the State of California, exclusive of its conflict of law rules. Throughout this Contract, the use of singular and plural forms, or the various gender forms, shall each include the other as the context may indicate. If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and the entire Contract will be severable and remain in effect.

27. **NOTICES.** Any notices, invoices, or reports required by this Contract shall be sufficient if sent by certified mail by the parties through the United States Postal Service, postage paid, to the address of the other party as indicated in this Contract.

28. **ENTIRE CONTRACT.** This Contract contains the entire agreement of the parties. No other agreement, statement or promise made on or before the date of this Contract will be binding on the parties. No changes to this Contract are valid unless they are made by written amendment duly executed by the parties.

29. **VENUE.** Unless otherwise agreed in writing by the parties, the venue for all actions related to this Contract is Sacramento County, California.