

SERVICES CONTRACT NO.

THIS CONTRACT is made between the CITY OF PASADENA ("City"), a municipal corporation, and _____, a _____ **[state]** corporation **[or partnership or business or sole proprietorship or other business form]** with headquarters at _____ ("Contractor").

City and Contractor agree as follows:

1.0 ENGAGEMENT OF CONTRACTOR.

1.1 City agrees to engage Contractor to perform the services hereinafter set forth as authorized by the City Council on _____, and as provided in Exhibit "A" hereto **[see Scope of Services below]**.

1.2 The term of this Contract shall be _____ (__) years from the date of execution by City, or until the amount of _____ (\$_____) is expended, whichever occurs first. This Contract may be extended for up to _____ (__) additional _____-year extension periods not to exceed \$ _____ each, subject to the approval of the City Manager.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all services necessary to complete **[the services set forth in the Request for Proposals [or City Specifications] dated _____ (Exhibit "___"), and Contractor's Proposal to City ("Proposal") dated (Exhibit "___"), both of which are attached to and incorporated into this Contract by reference] [or the following services (describe)]:**

2.2 All services shall be performed to the satisfaction of City.

2.3 All services shall be performed according to the standards then prevailing in the _____ profession.

2.4 **[if applicable]** Contractor's duties and services under this Contract shall not include preparing or assisting City with any portion of City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with City. City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project.

Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Contract.

3.0 PERSONNEL.

3.1 Contractor represents that it employs, or will employ, at its own expense, all personnel required to perform the services under this Contract.

3.2 Contractor shall not subcontract any services to be performed under this Contract without prior written approval of City.

3.3 All of the services required hereunder will be performed by Contractor or by City-approved subcontractors. Contractor, and all personnel engaged in the work, shall be fully qualified and authorized or permitted under State and local law to perform such services and shall be subject to approval by City.

3.4 PREVAILING WAGE. Pursuant to California Labor Code ("Labor Code") Section 1781, Contractor is advised that certain work contemplated in this Contract may be subject to the payment of prevailing wages and all other requirements of the Prevailing Wage Law, Labor Code Section 1720 *et seq.* and 8 CCR Section 16000 *et seq.*

3.4.1 Contractor shall comply with the applicable provisions of the Prevailing Wage Law for any "public work" (as defined by statute) performed pursuant to this Contract. For purposes of compliance with prevailing wage law, Contractor shall comply with the provisions applicable to Contractor under 8 CCR Section 16100 (c). Compliance with state prevailing wage law includes, without limitation, payment of at least prevailing rates as determined by the Director of Industrial Relations, overtime and working hour requirements, apprenticeship obligations, payroll record-keeping requirements, and other obligations required by law. Pursuant to Labor Code Section 1775, Contractor shall forfeit as a penalty to City the sum of not more than two hundred dollars (\$200) as determined by the Labor Commissioner for each calendar day, or

portion thereof, for each such worker paid less than the prevailing wage rates by Contractor or by any subcontractor in addition to penalties provided for in sections 1770-1782 of the Labor Code.

3.4.2 No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. All contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner. A certified copy of all payroll records relative to this project shall be submitted to City along with the related invoice. Receipt of certified payroll records is a prerequisite to receiving payment. This requirement applies to all public works projects, whether new or ongoing. Contractor is further advised that any prevailing wage work contemplated herein is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

3.5 PASADENA LIVING WAGE. Contractor shall not pay less than the living wage required by the Pasadena Living Wage Ordinance, Pasadena Municipal Code, Chapter 4.11. If there is a difference between the state minimum wage or prevailing wage rates and the Pasadena living wage, Contractor and his subcontractors shall pay not less than the highest wage rate.

4.0 TIME OF PERFORMANCE.

4.1 Contractor shall commence its services [**immediately upon the**]
[**immediately upon receipt of a Notice to Proceed**] [**within ____ (__) calendar days**
after the] execution of this Contract and shall complete the services on or before
_____.

4.2 The time for performing the services may only be extended in writing by City, and only upon a showing of good cause, in City's sole discretion.

5.0 COMPENSATION AND FEES. [First alternative provision]

5.1 For satisfactory and timely performance of the services provided for hereunder, City will pay Contractor an amount not to exceed _____

Dollars (\$ _____) **[plus amounts for adjustments as provided in section _ herein]** in accordance with **[the payment schedule presented in the Proposal, incorporated herein by reference]** **[the payment schedule set forth in Exhibit “_”, attached and incorporated herein by reference]**.

5.2 Contractor's total compensation under this Contract, including change orders, shall not exceed \$_____ without the prior authorization of the City Council.

5.3 Contractor shall, at its sole cost and expense, furnish all necessary and incidental labor, material, supplies, facilities, equipment, and transportation which may be required for furnishing services pursuant to this Contract. Materials shall be of the highest quality. The above Contract compensation shall include all professional time and all clerical, administrative, overhead, insurance, reproduction, telephone, air travel, auto rental, subsistence, and all related expenses.

5.0 **COMPENSATION AND FEES. [Second alternative provision]**

5.1 For satisfactory and timely performance of the services provided hereunder, City shall pay Contractor for direct labor costs in accordance with the rates set forth in Exhibit “_”, attached hereto and incorporated by reference.

5.2 In addition to the direct labor costs, other direct costs necessary for the completion of the work shall be paid for at **[the rate specified in the proposal]** **[actual cost]**. Such costs shall include, but is not limited to, printing, postage, telephone, travel, computer usage, and subcontractors. These direct costs shall not exceed the total amount of \$_____ without the prior authorization of the City Council.

5.3 Contractor's total compensation under this Contract, including change orders, shall not exceed \$_____ without the prior authorization of the City Council.

6.0 PAYMENT.

6.1 **[First alternative provision]** Payment shall be made in accordance with the schedule provided in the Proposal attached hereto as Exhibit “___” and incorporated herein by reference.

6.1 **[Second alternative provision] [As scheduled services are completed] [On the first day of each calendar month during the Contract term]**, Contractor shall submit to City an invoice for the services completed, authorized expenses, and authorized extra work actually performed or incurred **[according to said schedule] [during the immediately preceding calendar month]**.

6.2 Each such invoice shall state the basis for the amount invoiced, including the services completed, the number of hours spent, reimbursable expenses incurred and any extra work performed.

6.3 Contractor shall also submit a progress report with each invoice that describes in reasonable detail the services and the extra work, if any, performed in the immediately preceding calendar month.

6.4 City will pay Contractor the amount invoiced within thirty (30) days after City approves the invoice.

6.5 Payment of such invoices shall be payment in full for all services, authorized costs, and authorized extra work covered by that invoice.

7.0 CHANGE ORDERS.

7.1 **[First alternative provisions]** No payment for extra services caused by a change in scope of work or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as a written change order. The change order shall set forth the specific changes of work, any extension of time for performance, and the adjustment of the fee to be paid by City to Contractor.

7.2 The _____ **[Title of Department Head]** shall have the authority to approve all change orders not to exceed the aggregate sum of \$ _____. Any change order in excess of this aggregate sum must be approved in advance by the City Council. No claim for said additional work shall be

made unless specifically authorized in writing by City.

7.1 **[Second alternative provision]** There is no change order authority provided in this Contract.

8.0 CITY'S RESPONSIBILITY.

City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services and will give any required decisions as promptly as practicable so as to avoid unreasonable delay in the progress of Contractor's services.

9.0 GENERAL TERMS AND CONDITIONS.

9.1 INDEPENDENT CONTRACTOR.

9.1.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent or employee of City and shall furnish such services in its own manner and method except as required by this Contract. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

9.1.2 Contractor acknowledges that Contractor and any subcontractors, agents, or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

9.2 CONTRACTOR NOT AGENT. Except as City may authorize in writing, Contractor and its subcontractors shall have no authority, express or implied, to act on behalf of or bind City in any capacity whatsoever as agents or otherwise.

9.3 OWNERSHIP OF WORK. All reports, drawings, plans, specifications, computer tapes, computer drives, disks, compact discs, tapes, digital

files, printouts, studies, memoranda, computation sheets, and other documents (whether on paper or stored in any electronic/digital form) prepared by Contractor in furtherance of the work shall be the sole property of City and shall be delivered to City whenever requested. Contractor shall keep such documents and materials on file and available for audit by City for at least three (3) years after completion or earlier termination of this Contract. Contractor may make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by City.

9.4 CORRECTION OF WORK. Contractor shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services, and other work, without additional cost to City. The performance or acceptance of services furnished by Contractor shall not relieve Contractor from the obligation to correct subsequently discovered defects, inaccuracies or incompleteness.

9.5 WAIVER. City's waiver of any term, condition, breach, or default of this Contract shall not be considered to be a waiver of any other term, condition, default, or breach, nor of a subsequent breach of the one waived.

9.6 SUCCESSORS. This Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors, and/or assigns.

9.7 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of City and approval by the City Attorney, which may be withheld in City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by Contractor of its obligations under this Contract. No assignment shall release the original parties or otherwise constitute a novation.

9.8 COMPLIANCE WITH LAWS. Contractor shall comply with all applicable federal, state, county, and City laws, ordinances, rules, and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof, including without limitation the Pasadena Living Wage Ordinance and, as applicable, the following provisions of the Labor Code:

9.8.1 The provisions of Labor Code Section 1720 et seq., which require that the state prevailing wage rate shall be paid to employees where that rate exceeds the federal wage rate;

9.8.2 The provisions of Labor Code Section 1777.5 and 8 California Code of Regulations Section 230.1, which require the employment of apprentices on all public works projects and the payment of training contributions to the proper agency;

9.8.3 The provisions of Labor Code Section 3700, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this contract;

9.8.4 The provisions of Labor Code Section 1861, which require each contractor to whom a public works contract is awarded to sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract[]";

9.8.5 City and Contractor stipulate and agree that, as provided by Labor Code sections 1810-1814, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and Contractor and/or subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of this Agreement, or on any contract or subcontract in performance of this Agreement, for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week;

9.8.6 City and Contractor further stipulate and agree that pursuant to the provisions of Labor Code Section 1815, notwithstanding the provisions of sections 1810-1814 inclusive, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day and 40 hours during any one week, shall be

permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate;

9.8.7 Pursuant to Labor Code Section 1812, every contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Standards Enforcement; and

9.8.8 Pursuant to Labor Code Section 1735, Contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of section 12940 of the California Government Code, as those bases are defined in California Government Code Sections 12926 and 12926.1, except as otherwise provided in California Government Code Section 12940. Every contractor for public works who violates this section is subject to all penalties imposed for a violation of Prevailing Wage Law.

9.9 INTERPRETATION.

9.9.1 Applicable Law. This Contract, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the state of California.

9.9.2 Entire Agreement. This Contract, including any Exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation, and agreements (written or oral).

9.9.3 Written Amendment. This Contract may only be changed by written amendment signed by Contractor and the City Manager or other authorized representative of City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Contract shall be of no force or effect.

9.9.4 Severability. If any provision in this Contract is held by any

court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

9.9.5 Order of Precedence. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail.

[The terms of City's Request for Proposals shall control over Contractor's Proposal.]

9.9.6 Choice of Forum. The parties hereby agree that this Contract is to be enforced in accordance with the laws of the state of California, is entered into **[and/or is to be performed]** in the City of Pasadena and that all claims or controversies arising out of or related to performance under this Contract shall be submitted to and resolved in a forum within the county of Los Angeles at a place to be determined by the rules of the forum.

9.9.7 Duplicate Originals. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original.

9.10 TIME OF ESSENCE. Time is strictly of the essence with respect to provisions under this Contract and each and every covenant, term, and provision hereof.

9.11 AUTHORITY OF CONTRACTOR. Contractor hereby represents and warrants to City that Contractor has the right, power, legal capacity, and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

9.12 ARBITRATION OF DISPUTES. Any dispute for under \$25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach, or any other aspect of this Contract, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. City does not waive its right to object to

the timeliness or sufficiency of any claim filed or required to be filed against City and reserves the right to conduct full discovery.

9.13 INDEMNITY.

9.13.1 Contractor agrees to indemnify, hold harmless, and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, the City, its City Council and each member thereof, its officers, employees, commission members, and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments, and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, arise out of, or are claimed to result from:

A. any activity on or use of City's premises or facilities or any performance under this Contract; or

B. any acts, errors, or omissions (including, without limitation, professional negligence) of Contractor, its employees, representatives, subcontractors, or agents in connection with the performance of this Contract.

9.13.2 This agreement to indemnify includes, but is not limited to, personal injury (including death at any time) and property or other damage (including, but without limitation, contract, tort, patent, copyright, trade secret, or trademark infringement) sustained by any person or persons (including, but not limited to, companies or corporations, Contractor and its employees or agents, and members of the general public). The sole negligence or willful misconduct of City, its employees or agents other than Contractor or Contractor's subcontractors are excluded from this indemnity agreement.

9.14 RELEASE. Contractor agrees to release and covenants not to sue City, its City Council and each member thereof, its officers, employees, commission members, and representatives for any damage or injury (including death) to itself, its officers, employees, agents, and independent contractors damaged or claiming to be damaged from any performance under this Contract.

9.15 INSURANCE.

9.15.1 Contractor shall, at its own expense, procure and maintain

policies of insurance of the types and in the amounts set forth in Exhibit _____. The policies shall state that they afford primary coverage.

9.15.2 Prior to commencement of performance, Contractor shall furnish City with the required proof of coverage for each policy, in accordance with Exhibit _____.

9.15.3 Failure to maintain insurance as required at all times shall constitute a material breach of this Contract. City, at its sole option, may terminate this Contract at any time and obtain damages from Contractor resulting from said breach. Alternatively, City may, but has no obligation to, purchase coverage and, without further notice to Contractor, deduct from sums due to Contractor any premium costs advanced by City for such insurance.

9.16 NOTICES. Any notice or demand to be given by one party to the other shall be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Pasadena or any other City department is not adequate notice.

If to City:

(Name and Title)

(Department)
CITY OF PASADENA
100 North Garfield Avenue, Rm. _____
Pasadena, CA 91101

[With a Copy to:]

(Name and Title)

(Department)

(Street Address)

(City, State and zip code)

If to Contractor:

(Name and Title)

(Company Name)

(Street Address)

(City, State and zip code)

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

9.17 TERMINATION WITHOUT CAUSE (For Convenience). City may terminate this Contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

9.18 TERMINATION FOR CAUSE (Default). In the event either party materially defaults on its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of the termination as set forth in the notice, which date shall be no sooner than ten (10) days after the date of notice.

Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination and except for reimbursement of (1) any payments made by City for services not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by City in obtaining substitute performance.

9.19 ASSIGNMENT OF ANTITRUST CAUSES OF ACTION. Contractor hereby agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the

Cartwright Act Chapter 2 (Commencing with Section 16700) or part 2 of Division 7 of the Business and Professions Code, or any similar or successor provisions of federal or state law, arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.

10.0 ADDITIONAL ASSURANCES.

10.1 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor agrees to comply with Chapter 4.08.035 of the City's Competitive Bidding and Purchasing Ordinance of the Pasadena Municipal Code, the rules and regulations promulgated thereunder, the California Fair Employment and Housing Act (Government Code Section 12900 et seq.), and to this end:

10.1.1 Contractor certifies and represents that, during the performance of this Contract, Contractor and any other parties with whom it may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, marital status, or gender identity. Contractor further certifies that it will not maintain any segregated facilities.

10.1.2 Contractor shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of this Contract, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition, marital status, or gender identity.

10.1.3 Contractor shall, if requested to so do by the City, certify that it has not, in the performance of this Contract, discriminated against applicants or employees because of their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition, marital status, or gender identity.

10.1.4 If requested to do so by the City, Contractor shall provide City with access to copies of all of its records pertaining or relating to its employment

practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

10.1.5 Contractor agrees to recruit Pasadena residents initially and to give them preference, if all other factors are equal, for any new positions which result from the performance of this Contract and which are performed within the City.

10.1.6 Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

10.1.7 Contractor shall include the provisions set forth in paragraphs numbered 10.1.1 through 10.1.6 of subsection 10.1 of this Contract, inclusive, in each of its subcontracts.

10.2 PASADENA BUSINESS LICENSE. Contractor shall obtain, and pay any and all costs associated therewith, any Pasadena business license if required by the Pasadena Municipal Code.

10.3 MAINTENANCE AND INSPECTION OF RECORDS. [long version] City and any other federal, state or local governmental agency, or any of their authorized auditors or representatives, shall have access to and the right to audit, excerpt, reproduce, and transcribe any of Contractor's records, to the extent City deems necessary to insure it has received or is receiving all money to which it is entitled and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

Such records include, without limitation, journals, ledgers, records of accounts payable and receivable, profit and loss statements, financial statements, bank statements, invoices, receipts, subcontracts, agreements, notes, correspondence, memoranda, and any documents required by City or by the laws or regulations of any federal, state or local governmental agency.

Contractor shall maintain and preserve all such records for a period of at least three (3) years after termination of the Contract, or until an audit has been completed and accepted by the highest governmental authority involved.

Upon written notice by the City, Contractor shall promptly make all such records available to auditors or other representatives of City or other governmental

agencies. Contractor shall also cooperate with such auditors and representatives in auditing, excerpting, reproducing, and transcribing the records.

Contractor shall maintain all such records in the City of Pasadena. If not, Contractor shall, upon request, promptly deliver the records to the City of Pasadena or reimburse City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Pasadena, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals, and overhead.

10.3 MAINTENANCE AND INSPECTION OF RECORDS. [**Condensed Version**] The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of Contractor's records to the extent City deems necessary to insure it is receiving all money to which it is entitled under the Contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

Contractor shall maintain and preserve all such records for a period of at least three (3) years after termination of the Contract.

Contractor shall maintain all such records in the City of Pasadena. If not, Contractor shall, upon request, promptly deliver the records to the City of Pasadena or reimburse City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Pasadena, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals, and overhead.

10.4 CONFLICT. Contractor hereby represents, warrants and certifies that no member, officer or employee of Contractor is a director, officer, or employee of the City, or a member of any of its boards, commissions, or committees, except to the extent permitted by law.

10.5 FEDERALLY REQUIRED PROVISIONS.

10.5.1 **If applicable**, Contractor agrees to comply with all of the requirements set forth in Exhibit __ to this contract ("Exhibit 12-G Required Federal-Aid Contract Language," including but not limited to form FHWA-1273), which is attached

hereto and incorporated by this reference as though fully set forth herein. Contractor agrees to insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

10.5.2 **If applicable**, Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C Section 1251 et seq.).

10.5.3 Contractor agrees to report each violation of the applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C Section 1251 et seq.) to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency ("FEMA") and the appropriate Regional Office of the Environmental Protection Agency.

10.5.4 Contractor agrees to include the provisions set forth in sections 10.5.2 and 10.5.3 in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

11.0 TAXPAYER PROTECTION AMENDMENT. Under the provisions of the City of Pasadena Taxpayer Protection Amendment of 2000 ("Taxpayer Protection Act"), Contractor/Organization will be considered a "recipient of a public benefit." The full provisions of the Taxpayer Protection Act are set forth in Pasadena City Charter, Article XVII. Under the Taxpayer Protection Act, City public officials who approve this Contract/transaction are prohibited from receiving specified gifts, campaign contributions, or employment from Contractor/Organization for a specified time. As well, if this Contract is to be approved by the City Council, Councilmembers or candidates for Council are prohibited from receiving campaign contributions during the time this Contract is being negotiated. This prohibition extends to individuals and entities that are specified and identified in the Taxpayer Protection Act and includes Contractor/Organization and its trustees, directors, partners, corporate officers, and those with more than a 10% equity, participation, or revenue interest in

Contractor/Organization. Contractor/Organization understands and agrees that: (A) Contractor/Organization is aware of the Taxpayer Protection Act; (B) Contractor/Organization will complete and return the forms provided by City in order to identify all of the recipients of a public benefit specified in the Taxpayer Protection Act; and (C) Contractor/Organization will not make any prohibited gift, campaign contribution, or offer of employment to any public official who negotiated and/or approved this Contract/transaction.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date set forth below.

DATED:

CITY OF PASADENA

By: _____
Miguel Márquez
City Manager

ATTEST:

Mark Jomsky, CMC
City Clerk

DATED:

[COMPANY NAME]

By: _____

(Name)

(Title)

APPROVED AS TO FORM:

[Attorney Name]

[Assistant City Attorney or Deputy City Attorney]

REVIEWED:

Erika E. Alvarez
Purchasing Administrator