

## SHORT FORM PURCHASE OF GOODS AND/OR SERVICE CONTRACT

The parties to this Short Form Purchase of Goods and/or Services Contract (Contract) do mutually agree and promise as follows:

**1. Parties:** The parties to this Contract are the CITY OF LAKE ELSINORE, a municipal corporation (City) and the following named Contractor:

**Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Taxpayer ID #:** \_\_\_\_\_

**City Business License #:** \_\_\_\_\_

**2. Term:** The effective date of this contract is \_\_\_\_\_ and it terminates \_\_\_\_\_ unless sooner terminated as provided herein.

**3. Contractor's Obligations:**

(a) To the satisfaction of the City's Project Manager, Contractor shall provide the following goods and/or services: (Attach extra sheet/s if necessary)

(b) Contractor shall perform the above-referenced services or delivery the required goods at or to the following specified location/s: (Attach extra sheet/s if necessary)

**4. Supplemental Conditions:** This Contract is subject to the Supplemental Conditions attached hereto, which are incorporated herein by reference.

**5. Compensation:** Contractor's total compensation for the goods and/or services performed under this Contract is \$\_\_\_\_\_, to be paid as **(check one)**: (1) ☐ lump sum upon completion of all Contractor's Obligations; (2) ☐ lump sum per-task in the amounts indicated below, payable upon completion of each task; (3) ☐ lump sum per-task in the amounts indicated below, payable in monthly installments not to exceed the percentage completion of each task; (4) ☐ per attached written quote, up to a guaranteed not-to-exceed amount of \$\_\_\_\_\_.

Task	Amount
1.	
2.	
3.	
4.	

**6. Signatures:** The person executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of Contractor and to bind Contractor to perform its obligations hereunder. These signatures attest the parties' agreement hereto:

**CONTRACTOR:**

\_\_\_\_\_  
Name and Title

By: \_\_\_\_\_

**CITY OF LAKE ELSINORE:**

By: \_\_\_\_\_  
City Manager

Approved as to content/Insurance:

By: \_\_\_\_\_  
City Purchasing Agent/Risk Manager

Attested by: \_\_\_\_\_  
City Clerk

## SUPPLEMENTAL CONDITIONS

1. Independent Contractor. It is expressly agreed that Contractor is to perform or deliver the goods and/or services described herein as an independent contractor pursuant to California Labor Code Section 3353, under the control of the City as to the result of Contractor's work only but not as to the means by which such result is accomplished. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the City. Contractor shall be entirely responsible for the compensation of any assistants, employees, and subcontractors used by Contractor in providing said goods and/or services.
2. Termination. Either the City or Contractor may terminate this Contract with or without cause at any time upon giving the other party five (5) calendar days' written notice of such termination. In the event of termination, the City shall be liable only to pay to the Contractor compensation for goods delivered or services rendered up to the date of the Contract's termination. Under no circumstances shall City be responsible for payment of lost profits, or damages beyond the total amount of compensation set in this Contract.
3. Assignment. Contractor shall not assign this Contract, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the City.
4. Indemnity. Contractor shall indemnify, defend and hold the City harmless from and against all claims, demands and causes of action for injury, death or damage to any person or property that may arise or result from Contractor's performance of this Contract or from acts or omissions of any person(s) employed by Contractor. This indemnity shall survive expiration or termination of the Purchase Order or final payment thereunder.
5. Anti-Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the American with Disabilities Act (42 U.S.C. § 12010, et seq.) or veteran's status. To the extent applicable, Contractor shall comply with all federal, state, and local laws regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.
6. Legal Responsibilities. Contractor shall comply with all local, state and federal laws and regulations applicable to the goods or services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Contractor and/or its employees, officers, or board members. Contractor represents that it has obtained and will maintain at all times during the term of this Contract all professional and/or business licenses, certifications and/or permits for necessary for delivering the goods or performing the services described in this Contract, including a City business license.
7. Insurance. During the entire term of this Contract and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the following insurance requirements:

## 7.1 Commercial General and Automobile Liability Insurance.

Contractor, at its own cost and expense, shall maintain commercial general insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, coverage and automobile liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for the term of this Contract in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Contract. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Contract, including the use of owned and non-owned automobiles. The following endorsements shall be attached to the policy:

7.1.1 Policy shall cover on an "occurrence basis."

7.1.2 Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement.

7.1.3 Broad form property damage endorsement must be attached.

7.1.4 Policy must cover contractual liability by amending the definition of "incidental contract" to include any written contract.

7.1.5 Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Worker's Compensation, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

## 7.2 Worker's Compensation

The Contractor, at its own cost and expense shall carry and maintain statutory Worker's Compensation Insurance and Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) with an insurance carrier satisfactory to the City. In the event Contractor is self-insured, it shall furnish the City with a Certificate of Permission to Self-Insure signed by the Department of Industrial Relations Administration of Self-Insurance in Sacramento, California. If any injury occurs to any employee of Contractor for which the employee, or his dependents in the event of his

death, is entitled to compensation from the City, the City may retain out of sums due the Contractor under this Contract an amount sufficient to cover such compensation as fixed by said Act, until such compensation is paid or until it is determined that no compensation is due and if the City is compelled to pay such compensation, it will deduct and retain from the sums due the Contractor the amount so paid.

7.3 Additional Insurance Provisions.

Said policies shall constitute primary insurance as to the City, and its officers, agents, and employees, so that other insurance policies held by or for them or the City's self-insurance program shall not be required to contribute to any loss covered under the Contractor's insurance policy or policies.

7.4 Coverage Verification.

7.4.1 Upon notification of receipt by the City of a notice of cancellation, major change in coverage or expiration, Contractor shall file with the City a certified copy of the required new or renewal policy.

7.4.2 If, at any time during the life of the Contract or any extension thereof, Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately and all payments due or that become due to the Contractor will be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance will be sufficient cause for City to immediately terminate the Contract.

8. Payment of Prevailing Wages

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall determine the applicable prevailing rates and make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The provisions of this Section may be waived in if inapplicable to the services provided hereunder.

9. Background Checks

At any time during the term of this Contract, the City reserves the right to make an independent investigation into the background of Contractor's personnel who perform work required by this Contract, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the services will be rendered or City Hall. If the City makes a reasonable determination that any of Contractor's prospective or then current personnel is deemed objectionable, then the City may notify Contractor of the same. Contractor shall not use that personnel to perform work required by this Contract, and if necessary, shall replace him or her with a suitable worker.

10. Amendment

Any amendments to this Contract must be in writing, signed by both parties and affixed hereto.

11. Entire Agreement

This Contract contains the entire understanding between the parties relating to the obligations described herein. All prior or contemporaneous understandings, agreements, representations and statement, oral or written, are superseded in total by this Contract and shall be of no further force or effect.