



## City of Minneapolis

### Standard Contract Form

(For Professional Services Contracts up to \$100,000)

**City Contract Number** (Assigned by the City Contract Management Office): \_\_\_\_\_

**City Department responsible for the Contract:**

#### I. CONTRACT

THIS CONTRACT is made between the City of Minneapolis, a Minnesota municipal corporation and a home rule charter city, referred to as the "City" and \_\_\_\_\_, referred to as the "Consultant," for \_\_\_\_\_ services to be provided under the terms of this agreement (the "Contract").

#### II. SCOPE OF SERVICES

The Consultant agrees to perform the following services for the City:

Include a detailed description of services/deliverables expected under this contract.

#### III. COMPENSATION

The Consultant shall be compensated as follows:

Include the rate and milestones at which the contractor will be paid

The total compensation under this Contract for services (including reimbursable expenses) shall not exceed \$ \_\_\_\_\_. The Consultant shall submit itemized invoices for services rendered. The City shall have no obligation to pay any invoices received

more than 120 days after the Termination Date indicated in Section IV of this Contract.

### **Expense Reimbursement**

“Eligible reimbursable expenses” shall be paid upon submission of itemized invoice to the Contract Manager identified in Section XVI of this Contract. The City shall only pay for eligible reimbursable expenses. All travel must be conducted in accordance with the City’s *Travel Reimbursement Conditions for Consultants*: <http://citytalk/wcm1/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>

**Note: The sum total for Compensation and eligible reimbursable expenses under this *Standard Contract Form* shall not exceed One Hundred Thousand (\$100,000) dollars.**

## **IV. EFFECTIVE DATE AND TERMINATION DATE**

This Contract shall be in full force and effect from \_\_\_\_\_ through \_\_\_\_\_ unless otherwise extended by the City or terminated earlier under Section XV, Cancellation, Default and Remedies. The duration of this Contract including amendments shall not exceed five years.

## **V. SUBSTITUTIONS AND ASSIGNMENTS**

Services by the Consultant will be performed by the following person(s):

Upon approval by the City, the Consultant may substitute other persons to perform the services. If substitution is permitted by the City, the Consultant shall provide information to the City’s Contract Manager identified in Section XVI to allow proper review of the qualifications of the substituted person. No assignment of this Contract shall be permitted without the written amendment signed by the City and the Consultant.

## **VI. SUBCONTRACTING OR SUBCONSULTING**

The Consultant shall not engage in any subcontracting or sub-consulting of any part of the Scope of Services to be provided under this Contract without the written authorization of the Contract Manager identified in Section XVI. Should sub-contracting or sub-consulting be permitted by the Contract Manager, the Consultant is encouraged to hire, retain or engage an “Approved Small Business Enterprise” as that term is defined in Chapter 18A of the Minneapolis Code of Ordinances.

## **VII. CONTRACT ADMINISTRATION**

All provisions of this Contract shall be coordinated and administered by the Contract Manager identified in Section XVI.

## **VIII. INDEPENDENT CONSULTANT**

The Consultant and its employees shall not be an employee of the City. It is agreed that the Consultant and its employees will act as an “independent contractor” and acquire no rights to tenure, workers’ compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the City, its departments or agencies. The parties agree that the Consultant and its employees will not act as the agent, representative or employee of the City.

## **IX. CONSULTANT’S INSURANCE**

The Consultant shall maintain the types of insurance and limits of coverage identified in Exhibit A which is attached and made part of this Contract.

## **X. DATA PRACTICES**

The Consultant agrees to comply with the Minnesota Government Data Practices Act (the “Act”) and all other applicable state and federal laws relating to government data. The requirements of Minnesota Statutes, Section 13.05, subdivision 11, apply to companies or individuals who perform a government function. The Consultant and any of Consultant’s sub-consultants or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalty for non-compliance as though they were a governmental entity. The Consultant will immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Consultant’s unlawful disclosure or use of data protected under state and federal laws, regardless of the limits of insurance coverage.

## **XI. COMPLIANCE WITH THE LAW**

The Consultant agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101-12213) (ADA), the Minnesota Human Rights Act (Minn. Stat. Ch. 363A), the Minneapolis Civil Rights Ordinance (Ch. 139), and Title VII of the Civil Rights Act of 1964 (42 U.S.C. Section 2000e). These laws deal with discrimination based on race, gender, disability, religion and with sexual

harassment. In the event the Consultant has questions concerning these requirements, it should request necessary clarifications from the City. Violation of any of the above laws can lead to termination of this Contract.

## **XII. AUDITS**

As provided in Minnesota Statutes, Section 16C.05, subd. 5, the Consultant agrees that the City, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records and accounting practices and procedures that are relevant and involve transactions relating to this Contract for a period of six years after the final payment is made by the City to the Consultant.

## **XIII. SUCCESSORS AND ASSIGNS**

The terms and conditions contained in this Contract shall become the obligation of and the rights enure to the benefit of the parties' successors and assigns.

## **XIV. LIABILITY AND INDEMNITY**

- a. The City agrees to defend, indemnify and hold harmless the Consultant against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the City or its employees.
- b. The Consultant agrees to defend, indemnify and hold harmless the City against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the Consultant or its employees, agents, subcontractors and sub-consultants.

## **XV. CANCELLATION, DEFAULT AND REMEDIES**

Either party to this Contract may cancel this Contract upon thirty (30) days written notice, except in instances where the Consultant fails to fulfill its obligations under this Contract in a proper and timely manner, or otherwise violates the terms of this Contract, in which case the City has the right to terminate this Contract if the Consultant has not cured the default within seven (7) days after receipt of written notice of the default from the City.

Notwithstanding Section XIV or this Section XV, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact

amount of damages due to the City is determined. The rights or remedies provided here shall not limit the City, in case of any default, error or omission, by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the City or the Consultant under law.

## **XVI. NOTICES**

Any notice or demand, authorized or required under this Contract shall be in writing and shall be sent by U.S. mail (receipt of which shall be deemed to have occurred five days after the notice or demand was delivered to the U.S. Postal Service ) to the other party as follows:

To the Consultant (*include complete mailing address here*):

To the City (*include complete mailing address here*):

, Department Head

, Contract Manager

## **XVII. INTELLECTUAL PROPERTY**

All “Work” as defined below, produced by the Consultant under this Contract is classified as “work for hire” and upon payment by the City to the Consultant will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. “Work” covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Consultant may retain a copy of the Work for its files in order to engage in future consultations with the City and to satisfy professional records retention standards. The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries

and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the term of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

## **XVIII. BILLBOARD ADVERTISING**

Ordinance 544.120 prohibits the use of City or City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

## **XIX. CONFLICT OF INTEREST/CODE OF ETHICS**

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Consultant are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Consultant to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if the Consultant represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Consultant, the City's Code of Ethics will also apply to the Consultant in its role as an "interested person" (as that term is defined in Section 15.280 of the Minneapolis Code of Ordinances) since Consultant has a direct financial interest in this Contract. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

## **XX. MISCELLANEOUS PROVISIONS**

1. **Severability** – If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Contract shall be construed and enforced as if such provision had not been included.
2. **Entirety of Contract** – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.
3. **Applicable Law** – The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.
4. **Waiver** – Failure to enforce any provision of this Contract does not affect the rights of the parties to enforce such provision in another circumstance.

Neither does it affect the rights of the parties to enforce any other provision of this Contract at any time.

5. **Conflict and Priority** – This Contract shall take precedence over any attachments, exhibits or terms and conditions that may be attached to this Contract. In the event that a conflict is found between the provisions in this Contract and any attachments, the terms of the Contract shall prevail.
6. **Amendments** – Any amendments to this Contract shall be in writing and signed by both the City and the Consultant. Amendments are limited to increases in compensation (including reimbursable expenses) not to exceed \$100,000 per Section III, increases or reductions in the Scope of Services or Work, or extensions of the duration subject to the limitation in Section IV of this Contract.
7. **Counterparts** – This Contract may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

The parties being in agreement have caused this Contract to be signed as follows:

**FOR THE CONSULTANT:**

By \_\_\_\_\_

Its

*By signing this Contract, I represent that I have the authority to enter into and bind the Consultant to this Contract.*

**FOR THE CITY:**

By \_\_\_\_\_

Department Head responsible for administering and monitoring this Contract

*By signing this Contract, I represent that I have the authority to enter into and bind the City to this Contract.*

**Exhibit A**  
**Standard Agreement Insurance Form**

The following are the insurance requirements for the Consultant and any subcontractor or sub-consultant. Without written evidence of insurance coverage from each subcontractor or sub-consultant, the Consultant will either provide insurance coverage for the subcontractor(s) or sub-consultant(s) or assume full liability for their acts and omissions. Please fill in a-e. Consultant shall **check one box under each insurance area and sign at the bottom**. Please note: **No changes or additions can be made to this form** other than indicating self-insurance status (if applicable, also attach a letter that outlines self-insurance coverage).

- a) 1. **Worker's Compensation Insurance** that meets the statutory obligations with Employer's Liability limits of at least \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

MN Statute Chapter 176 does not apply because Consultant has no employees and will not have any during the life of the Contract.

2. **Workers Compensation Insurance for non-employees** providing services under this Contract (i.e., subcontractors). Consultants are assuming full Workers Compensation coverage for uninsured subcontractors.

Attached is certificate evidencing Workers Compensation insurance coverage in force as of the Contract start date (either umbrella coverage by Consultant or separate coverage by non-employees).

Non-employees such as subcontractors will not provide any services under this Contract.

- b) **Commercial General Liability Insurance.** The policy shall be on an "occurrence" basis, shall include contractual liability coverage and provide coverage limits at least equal to \$2,000,000 per claim and \$2,000,000 aggregate. The City shall be named an "additional insured" on Consultant's policy and shall be indicated on the ACORD declaration form.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

- c) **Commercial Automobile Liability insurance** covering all owned, non-owned and hired automobiles at coverage limits at least equal to \$1,000,000 per claim and \$2,000,000 aggregate for all claims arising from the same occurrence.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

Consultant's personal auto liability insurance coverage addresses the risk. Attached is a letter from insurance agent stating that personal automobile insurance policy covers business usage of all automobile(s) that will be used during the life of this Contract.

Consultant will not drive any automobiles while performing services under this Contract.

- d) **Professional Liability Insurance** providing coverage for the claims that arise from the errors of Consultant or its sub-consultants, omissions of Consultant or its sub-consultants, failure to render a professional service by Consultant or its sub-consultants, or the negligent rendering of the professional service by Consultant or its sub-consultants at coverage limits at least equal to \$1,000,000 per claim and \$2,000,000 for all claims that arise during the coverage period. The insurance policy must provide the protection stated for two (2) years after completion of work.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

The Consultant is not providing services under this Contract which would enable the Consultant to obtain professional liability insurance. To the extent that Consultant otherwise fails to obtain professional liability insurance, the Consultant agrees to assume full responsibility for any and all damages that occur as a result of Consultant's or its sub-consultant's negligent acts, errors or omissions.

- e) **Network Security and Privacy Liability Insurance** providing coverage for the claims that arise from the disclosure of private data and security breaches at coverage limits at least equal to \$1,000,000 per claim. The insurance policy must provide the protection stated for three (3) years after completion of work. **(Only applies if Consultant is handling, receiving or producing City data and information.)**

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

Consultants providing service under this Contract who do not carry computer security and privacy liability insurance agree to assume full responsibility for any and all damages that occur as a result of Consultant's negligent acts, errors or omissions.

**Consultant Name (printed)** \_\_\_\_\_

**Consultant Authorized Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

*Revised- 12/2016*

Exhibit B Use this space for any attachments to this Contract. If not needed, please delete this text/page.

EXHIBIT C Add Federal and State Government Terms and Conditions if Contract payment source involves government grant funds