CITY OF RICHMOND
SHORT FORM CONTRACT

Department:	**Project Manager:**
Project Manager E-mail:	**Project Manager Phone No:**
PR No: **Vendor No:**	**P.O./Contract No:**
Description of Services:	

1. **Parties.** The parties to this Agreement are the City of Richmond (herein referred to as the "City") and the following named Contractor:

(Company) _____

(Street Address) _____

(City State, Zip Code) _____

(Contract Person) _____

(E-mail) _____

(Telephone) _____

(Fax Number) _____

Richmond Business License No. _____

Expiration Date: _____

2. **Term**. The effective date of this Agreement is _____ and it terminates _____ unless sooner terminated as provided herein.

3. **Payment Limit.** City's total payment to Contractor under this Agreement shall not exceed **($10,000.00)** including expenses unless a contract amendment has been approved by the City Council or City Manager.

4. **City's Obligations.** City shall pay the Contractor a not to exceed amount of $ _____ as total payment for all services rendered.

5. **Location of Services.** Contractor shall perform the services set forth herein at the following location:

_____

6. **Contractor's Obligations.**

To the satisfaction of the City's Project Manager, Contractor shall provide the following services:

_____

_____

_____

_____

7. **Supplemental Conditions.** This Contract is subject to the Supplemental Conditions and Special Conditions (if applicable) attached hereto, which are incorporated herein by this reference.

8. **Insurance Provisions.** This Contract is subject to the Insurance Provisions which are attached hereto and are incorporated herein by this reference.

9. **Signatures.** These signatures attest the parties' agreement hereto:

CITY:

CITY OF RICHMOND, CA
a municipal corporation

By: _____

City Manager or Designee Signature

CONTRACTOR:

By: _____

Signature Date:

For the Contract between the City of Richmond and

_____

SUPPLEMENTAL CONDITIONS

1. It is expressly agreed that Contractor is to perform the 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 his 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 used by Contractor in providing said services.

2. This Contract shall automatically terminate when the total accumulated compensation paid or due to Contractor under this Contract reaches $10,000.00. The City shall not be responsible for compensating Contractor for any amounts in excess of $10,000.00.

3. Either the City or Contractor may cancel this Contract at any time upon giving the other party ten (10) days' written notice of such cancellation. In the event of cancellation, the City shall be liable only to pay to the Contractor compensation for services rendered up to the date of the Contract's cancellation.

4. 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.

5. 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 which may arise or result from the contractor's performance of this Contract or from acts or omissions of any person(s) employed by Contractor.

6. Contractor agrees to observe all applicable laws including, but not limited to, the provisions of Section 2.28.030 of the Municipal Code of the City of Richmond obligating every contractor or subcontractor under a contract or subcontract to the City of Richmond for public works or for goods or service to refrain from discriminatory employment practices on the basis of the race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee of, or applicant for employment with, such contractor or subcontractor.

7. Pursuant to Chapter 7.04 and Section 7.04.160 (f) of the Municipal Code of the City of Richmond, if this Contract does not exceed five thousand dollars ($5,000.00) and if the Contractor does not make more than five thousand dollars ($5,000.00) within the City of Richmond during the fiscal year, then the Contractor shall be exempt from obtaining a City of Richmond business license.

8. If this Contract does exceed five thousand dollars ($5,000.00), or if Contractor does make more than five thousand dollars ($5,000.00) within the City of Richmond during the fiscal year, then a City of Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.

For the Contract between the City of Richmond and

SPECIAL CONDITIONS

The Supplemental Conditions of the Short Form Contract are hereby amended to include the following modifications:

For the Contract between the City of Richmond and

_____

INSURANCE PROVISIONS

During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

For the Contract between the City of Richmond and

_____

INSURANCE PROVISIONS

1. Insurance Requirements – During the Term of this Contract, the City's Insurance Requirements are hereby waived.

2. Waiver of Liability – As a condition of this Contract, the Contractor, its officers, agents and employees, hereby waive any and all rights to seek recovery for loss or damages of any kind against the City of Richmond, its officers, agents, and employees arising out of the goods or services provided under this Contract. This waiver of liability shall survive the expiration or termination of this Contract.