



## PROFESSIONAL SERVICE AGREEMENT

MADE \_\_\_\_\_, 2015.

BETWEEN

**CITY OF PITTSBURGH**, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter called "CITY",

AND

\_\_\_\_\_, a Professional Corporation, located at \_\_\_\_\_, hereinafter called "CONSULTANT".

### **WITNESSETH:**

**WHEREAS**, CITY requires professional services to perform \_\_\_\_\_ ("the Project"); and

**WHEREAS**, CONSULTANT is possessed of professional experience and expert skill and is qualified to perform the required services; and

**WHEREAS**, CITY desires to engage CONSULTANT upon the terms and conditions hereinafter set forth, and CONSULTANT is willing to accept such engagement upon such terms and conditions;

**NOW, THEREFORE**, in consideration of the mutual covenants expressed herein and intending to be legally bound hereby, the parties agree as follows:

1. **SCOPE OF WORK:** CITY hereby engages CONSULTANT as an independent \_\_\_\_\_ contractor to \_\_\_\_\_, and CONSULTANT hereby agrees to perform said services upon the terms and conditions hereinafter set forth. A complete Project Scope of Work is attached hereto and incorporated herein as Exhibit A.

2. **COMPENSATION:** As full compensation for the performance of said professional services, CITY shall pay CONSULTANT and CONSULTANT shall accept a fee not to exceed \_\_\_\_\_. A Project Budget is attached hereto and incorporated herein as Exhibit B.

3. **METHOD OF PAYMENT:** Payment of said fee shall be made upon completion of said professional services in a manner satisfactory to CITY, and after receipt and approval by CITY of a certified invoice, itemizing the services performed and the rates charged for such service.

4. **PAYMENT OF TAXES AND SET-OFF:** CONSULTANT warrants that any and all taxes or municipal claims that may be payable to the City of Pittsburgh by CONSULTANT are current and not delinquent. If CITY determines that there is an outstanding delinquency or if any taxes or municipal claims become delinquent and owing during the term of this contract or prior to final payment by CITY, CONSULTANT hereby grants CITY the right to set-off that indebtedness against any amounts owing to CONSULTANT under the terms of this contract. CITY reserves the right to apply set-off payments in whatever manner it deems appropriate.

5. **TERM OF AGREEMENT:** The term of this Agreement shall commence on \_\_\_\_\_ and shall last \_\_\_\_\_.

6. **INTERRUPTION: POSTPONEMENT: ABANDONMENT:** In the event that the work herein contemplated, or any part thereof, shall be interrupted, postponed, or abandoned due to circumstances which CITY considers to be in its best interests, CONSULTANT shall not be entitled to any further payment for such work or portion thereof beyond and in excess of the amount due at that time, in accordance with Paragraph 3 hereof; and final payment shall be based on the proportionate amount of the fee earned to such date.

7. **EXTRA SERVICES:** If extra services are required for satisfactory completion of the work or any phase thereof, and extra costs are thereby necessarily incurred by CONSULTANT, CONSULTANT may be reimbursed only upon approval of the City Solicitor pursuant to proper legislative action by CITY. However, CITY shall not reimburse CONSULTANT for any extra services occasioned by interruption, postponement, or abandonment of the work because of circumstances which CITY deems to be to its best interests. In such cases, CITY shall pay only the cost of services rendered up to the time of such interruption, postponement, or abandonment, pursuant to paragraph 6 hereof.

8. **MONITORING AND EVALUATION:** All services provided under this Agreement shall be subject to monitoring and evaluation by CITY or its authorized representatives. CONSULTANT shall supply CITY with written reports on program activity, in a form approved by CITY, as CITY may, from time to time, require. CONSULTANT shall provide CITY with such additional information and data as may be periodically required by federal or state authorities, or by CITY itself. Authorized representatives of CITY shall have access to the books and records maintained by CONSULTANT with respect to any services or materials provided to CITY pursuant to this Agreement at all reasonable times and for all reasonable purposes, including, but not limited to, inspecting and copying any books, records, memoranda, checks, correspondence or other relevant documents. All such books and records shall be preserved by CONSULTANT for a period of three (3) years after the termination of this Agreement.

9. **RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE:**

- a. Definition. The term "data", as used in this Agreement, includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representations.
- b. Rights in data. All data developed pursuant to this Agreement shall belong solely and exclusively to CITY, and CITY shall have the full right to use such data for any official purpose and in whatever manner is deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to or approval by CONSULTANT. CITY shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.
- c. Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright by CONSULTANT in the United States of America or in any other country. CONSULTANT hereby relinquishes, or shall cause to be relinquished, any and all copyrights and/or privileges to data developed or prepared under this Agreement without any additional payment to CONSULTANT therefore. CONSULTANT agrees at the request of the CITY to include a copyright notice indicating the date of publication and identifying CITY as the copyright owner on any materials produced under this Agreement. CONSULTANT shall not include in the data any copyrighted matter unless CONSULTANT obtains the prior written approval of the City Solicitor and provides the said Director with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provided herein.

10. **CONFIDENTIALITY:** CONSULTANT agrees not to divulge or release any information or data developed or obtained in conjunction with any aspect of its performance under this Agreement, except to authorized CITY personnel or upon prior written approval of the City Solicitor.

11. **WORKER'S COMPENSATION:** CONSULTANT hereby certifies that it has accepted the provisions of the Worker's Compensation and Occupational Disease Acts, as amended and supplemented, insofar as the work covered by this Agreement is concerned, and that it has insured its liability thereunder in accordance with the terms of the said Acts, as evidenced by the certificate of insurance it has caused to be attached hereto, or that it has duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry.

12. **COMPLIANCE WITH LAWS:** CONSULTANT shall fully obey and comply with all laws, ordinances, resolutions, and administrative regulations which are or should be applicable to any work performed under this Agreement. As part of such compliance, CONSULTANT agrees to accept and comply in full with all provisions, terms and conditions set forth within the City of Pittsburgh Code and contracts. the CONSULTANT shall be held to agree to these provisions for itself, its successors and assigns.

13. **ANTI-DISCRIMINATION:** CONSULTANT shall not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non job-related handicap, or sexual orientation. CONSULTANT shall comply with the applicable provisions of the Pittsburgh Code, Title Six - Conduct, Article V-Discrimination, and any amendments thereto. CONSULTANT shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. CONSULTANT shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this Section.

14. **ASSIGNMENT: SUBCONTRACTING:** CONSULTANT shall not assign this Agreement or any right to monies to be paid hereunder without the written consent of CITY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of CITY.

15. **INTERPRETATION:** In the event of any dispute as to the interpretation of the terms of this Agreement, the decision of the City Solicitor shall be final.

16. **INSURANCE:** CONSULTANT shall maintain insurance in the amount specified in this Section and shall keep the CITY listed as an additional insured on such policy throughout the term of the Agreement. Attached hereto as part of EXHIBIT C and incorporated herein is a certificate of insurance duly executed by the officers or authorized representatives of a responsible and non-assessable insurance company, evidencing the following minimum coverage(s) and specifically identifying the City of Pittsburgh as an additional insured (for general liability), which insurance shall be non-cancelable, except upon thirty (30) days prior written notice to CITY:

	Individual Occurrence	Aggregate
General Liability	\$500,000.00	\$1,000,000.00
Automobile Liability	\$500,000.00	\$1,000,000.00
Workers Compensation	Statutory limits	

All premiums shall be at the expense of CONSULTANT. All policies must be made on an occurrence basis. Claims-made policies are not acceptable. In the event

that the term of said insurance shall expire prior to the expiration of the term of this Agreement or the completion of all services required hereunder, whichever shall occur later, CONSULTANT shall renew said insurance in a timely manner and shall promptly cause a certificate of insurance evidencing such renewal, and also identifying the City of Pittsburgh as an additional insured, to be forwarded to the Mayor's Office.

**OR**

The Consultant shall maintain insurance (i.e. Professional Liability Insurance) in the amount specified in this Section. CONSULTANT's professional Liability Insurance is in the amount of \_\_\_\_\_ Dollars and the provider is \_\_\_\_\_, Policy # \_\_\_\_\_. Attached hereto as an Exhibit and incorporated herein is a certificate of insurance duly executed by the officers or authorized representatives of a responsible insurance company, evidencing the minimum coverages as set out above.

All premiums shall be at the expense of CONSULTANT.

**NOTE: CITY WILL MAKE FINAL DETERMINATION OF INSURANCE REQUIRED UPON SELECTION OF A RESPONDER.**

17. **DEBARMENT:** CONSULTANT warrants that it is not prohibited from entering into this Agreement with the CITY by reason of disqualification under subsection (b) of Section 161.22 of the Pittsburgh Code. An affidavit certifying compliance with this Section is attached hereto as EXHIBIT D and is incorporated into and made a part of this Agreement.

18. **STATEMENT OF AFFILIATIONS:** CONSULTANT herewith files a Statement of Affiliations with the CITY, attached hereto as EXHIBIT E, in compliance with Section 197.08(c) of the Pittsburgh Code.

19. **TIME OF PERFORMANCE:** CONSULTANT shall commence performance no later than \_\_\_\_\_.

20. **GOVERNING LAW:** This Agreement shall, in all respects, be governed by the laws of the Commonwealth of Pennsylvania.

21. **INDEMNITY:** CONSULTANT hereby agrees to indemnify, save and hold harmless, and defend CITY, its officers, agents and employees from and against all liens, charges, claims, demands, losses, costs, judgments, liabilities, and damages of every kind and nature whatsoever, including court costs and attorney's fees arising by reason of: the performance by CONSULTANT of any services under this Agreement; any act, error or omission of CONSULTANT or of an agent, employee, licensee, contractor or subcontractor of CONSULTANT; and any breach by CONSULTANT of any of the terms conditions or provisions of this Agreement.

22. **AMENDMENT:** This Agreement contains all terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This Agreement may not be changed, modified, discharged or extended except by written amendment, duly executed by the parties.

23. **TERMINATION:** CITY may terminate this Agreement at any time, without cause or liability, by giving CONSULTANT thirty (30) days advance written notice of its intention to terminate.

24. **HOME RULE CHARTER: LIABILITY OF CITY:** This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter; and the liability of CITY thereunder is limited to the sum of \_\_\_\_\_ (\$00), appropriated for the same, chargeable to and payable from Code Account (\_\_\_\_), Index Code (\_\_\_\_\_).

25. **AUTHORIZING RESOLUTION:** This Agreement is entered into by the CITY of Pittsburgh pursuant to Resolution No. \_\_\_\_ effective \_\_\_\_\_.

26. **WOMEN/MINORITY PARTICIPATION:** CONSULTANT agrees to assist CITY's efforts to encourage the participation of minorities and women in CITY contracts by making a good-faith effort to utilize women and minorities in performing the work required by this Agreement. The final payment under this Agreement will not be made until CONSULTANT submits a report to CITY detailing the following information:

- (a) The dollar amount of the contract paid to Minority Business Enterprises (MBEs) along with the names, addresses and telephone numbers of said MBEs;
- (b) The dollar amount of the contract paid to Women's Business Enterprises (WBEs) along with the names, addresses and telephone numbers of said WBEs; and
- (c) An explanation of any failure to achieve the goals for MBE and WBE participation which had been represented to CITY prior to the award of the contract.

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**IN WITNESS, WHEREOF**, the parties have duly executed this Agreement on the day and year first above written.

**WITNESS:**

\_\_\_\_\_

**CITY OF PITTSBURGH**

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

**WITNESS:**

\_\_\_\_\_

By: \_\_\_\_\_  
City Information Systems

**WITNESS:**

\_\_\_\_\_

By: \_\_\_\_\_  
Public Safety

**ATTEST:**  
(For Corporation)

\_\_\_\_\_

Name:  
Title:

**CONSULTANT**

By: \_\_\_\_\_  
Name:  
Title:  
Tax I.D. No: \_\_\_\_\_

**EXAMINED BY:** \_\_\_\_\_  
Associate City Solicitor

**APPROVED AS TO FORM:** \_\_\_\_\_  
City Solicitor

**COUNTERSIGNED:** \_\_\_\_\_  
City Controller

## **EXHIBIT A: SCOPE OF WORK**

## **EXHIBIT B: PROJECT BUDGET**

**EXHIBIT C: INSURANCE CERTIFICATES**

**EXHIBIT D**

COMMONWEALTH OR STATE OF \_\_\_\_\_ )  
 ) SS:  
 )  
COUNTY OF \_\_\_\_\_ )

**DEBARMENT AFFIDAVIT**

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_,  
who, being duly sworn according to law, and under penalty of perjury, deposes and  
says that neither (s)he nor, to the best of his/her actual knowledge, information or belief,  
\_\_\_\_\_ or any affiliated individual is prohibited from entering a bid  
or participating in a CITY of Pittsburgh contract by reason of disqualification as set forth  
at Pittsburgh Code §161.22(b).

Name:  
Title:

SWORN TO and subscribed  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2013.

Notary Public  
(SEAL)

**EXHIBIT E**  
**Statement of Affiliations**

1. Name of Contractor:

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Office address and phone number

2. List your qualifications and experience for performance of the contract.

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3. Please give a brief description of any contractual or business relationships you have had with the CITY within the past three years. Please include the dollar value of the contract or business relationship.

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4. Please identify by name and address the contractor's principals including all owners, partners, or shareholders and officers. If the contractor is a public corporation identify by name and address the officers, members of the board of directors, and shareholders holding more than three (3) percent of the corporate stock.

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Additional pages may be attached to complete the information herein requested.