

Sample Contract

Contract No. _____
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____ by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and _____, hereinafter called CONSULTANT for _____ (services/project name).

1. DUTIES.

A. CONSULTANT agrees to exercise special skill to accomplish the following results in a manner reasonably satisfactory to COMMISSION: _____, as specified in Exhibit A: Scope of Services, which by this reference is incorporated herein.

B. CONSULTANT shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

| <u>Name</u> | <u>Firm</u> | <u>Function</u> |
|-------------|-------------|---------------------|
| | | Principal in Charge |
| | | Project Manager |

C. No person named in paragraph B of this Section, or his or her successor, shall be removed or replaced by CONSULTANT, nor shall his or her agreed-upon function hereunder be changed, without the prior written consent of COMMISSION. Such consent shall not be unreasonably withheld.

D. CONSULTANT'S PROGRESS REPORTS AND/OR MEETINGS

- 1) The CONSULTANT shall submit written progress reports with each invoice. The report should be sufficiently detailed for the Contract Manager to determine if the CONSULTANT is performing to expectations or is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- 2) The CONSULTANT's Project Manager shall meet with the COMMISSION's Contract Manager, as needed, to discuss progress on the contract.

2. COMPENSATION.

In consideration for CONSULTANT accomplishing said result, COMMISSION agrees to pay CONSULTANT as follows:

A. Total payment is not to exceed \$_____ for time and materials at the rates and conditions set forth in Exhibit B: Fee Schedule, which by this reference is incorporated herein.

B. In no event, will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds the overhead rate set forth in the Fee Schedule.

C. Transportation and subsistence costs shall not exceed the rates authorized to employees under current U.S. General Service Administration rules.

D. Reimbursable expenses will be billed by CONSULTANT and processed for payment upon approval of the Contract Manager.

E. Progress payments will be made no less than monthly in arrears based on satisfactory services provided and actual allowable incurred costs. A pro rata portion of the CONSULTANT's fixed fee, if applicable, will be included in the monthly progress payments. If CONSULTANT fails to submit the required

deliverable items according to the schedule set forth in the Scope of Services, the COMMISSION may delay payment and/or terminate this Agreement in accordance with the provisions of Section 4 of this Agreement.

- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
- G. CONSULTANT shall not exceed milestone cost estimates as shown in Exhibit B, except with the prior written approval of the Contract Manager.
- H. The CONSULTANT will be reimbursed after receipt by the COMMISSION's Contract Manager of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the CONSULTANT is billing. Invoices shall be mailed to the COMMISSION's Contract Manager at the following address:

SCCRTC, 1523 Pacific Ave, Santa Cruz, CA, 95060

The invoices must include the following information:

- 1. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed during the billing period by task;
 - 2. Itemized expenses incurred during the billing period;
 - 3. Total invoice/payment requested;
 - 4. Total amount previously paid under this Agreement;
 - 5. Report of expenditures by CONSULTANT and subconsultants for each task and subtask or milestone and estimated percentage completion by such divisions of work;
 - 6. Written progress reports, in a format to be mutually agreed upon, that is sufficiently detailed for the Contract Manager to determine if the CONSULTANT is performing to expectations and is on schedule; provides communication of interim findings; addresses any difficulties or special problems encountered, so remedies can be developed; and other information as requested by COMMISSION.
 - 7. CONSULTANT's final invoice must be submitted within 60-calendar days after acceptance of the CONSULTANT's work by the Contract Manager.
- I. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- 3. **TERM.** This Agreement shall take effect on (DATE); contingent upon prior approval by the COMMISSION governing board, and the CONSULTANT shall commence work after notification to proceed by the COMMISSION'S Contract Manager. The Agreement shall end on (DATE), unless earlier terminated or extended by contract amendment. The CONSULTANT is advised that this Agreement is not binding and enforceable until it is fully executed and approved by the COMMISSION's board.

- 4. **EARLY TERMINATION.**

- A. COMMISSION may terminate this Agreement for its convenience any time, in whole or part, by giving CONSULTANT thirty-day (30-day) written notice thereof. Within thirty days of the COMMISSION's receipt of CONSULTANT's final billing, COMMISSION shall pay CONSULTANT its allowable costs incurred to date of termination and those allowable costs determined by COMMISSION to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further claims against COMMISSION under this Agreement.
- B. COMMISSION may terminate this Agreement for CONSULTANT's default if a federal or state proceeding for the relief of debtors is undertaken by or against CONSULTANT, or CONSULTANT's

principal, or if CONSULTANT or CONSULTANT's principal makes an assignment for the benefit of creditors, or if CONSULTANT breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) days after written notice thereof by COMMISSION. CONSULTANT shall be liable for any and all reasonable costs incurred by COMMISSION as a result of such default, including but not limited to reprourement costs of the same or similar services defaulted by CONSULTANT under this Agreement.

- C. CONSULTANT may terminate this Agreement by giving the COMMISSION at least one hundred and twenty (120) days advance written notice. CONSULTANT shall be liable for any and all reasonable costs incurred by COMMISSION as a result of such default, including but not limited to reprourement costs of the same or similar services defaulted or not provided by CONSULTANT under this Agreement.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

CONSULTANT shall exonerate, indemnify, defend, and hold harmless the COMMISSION (which for the purpose of this Agreement shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COMMISSION may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property which arise out of, pertain to, or relate to CONSULTANT'S negligence, recklessness, or willful misconduct under the terms of this Agreement. Such indemnification includes any damage to the person(s), or property(ies) of CONSULTANT and third persons.
- B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONSULTANT and CONSULTANT'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONSULTANT, at its sole cost and expense, for the full term of this Agreement, and any extensions thereof, shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any insurance or self-insurance maintained by COMMISSION shall be excess of CONSULTANT'S insurance coverage and shall not contribute to it.

If CONSULTANT utilizes one or more subconsultants in the performance of this Agreement, CONSULTANT shall obtain and maintain Independent CONSULTANT's Insurance as to each subconsultant or otherwise provide evidence of insurance coverage from each subconsultant equivalent to that required of CONSULTANT in this Agreement.

A. Types of Insurance and Minimum Limits

- 1) Workers' Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONSULTANT has no employees and certifies to this fact by initialing here _____.
- 2) Automobile Liability Insurance for each of CONSULTANT'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONSULTANT'S employees), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by the CONSULTANT is not a material part of performance of this Agreement and CONSULTANT and COMMISSION both certify to this fact by initialing here ____ / ____.