

*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