***Sample Contract***

**Contract No.\_\_\_\_\_\_\_\_\_\_\_**

**PROFESSIONAL SERVICES AGREEMENT**

A. B. 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.

CONSULTANT shall provide the personnel listed below to perform the above-specified services, which

persons are hereby designated as key personnel under this Agreement.

Name Firm Function

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.**

Principal in Charge

Project Manager

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.

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.

The CONSULTANT’s Project Manager shall meet with the COMMISSION’s Contract Manager, as

needed, to discuss progress on the contract.

**2. COMPENSATION**.

C. D. 2) 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. C. D. E. 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.

Transportation and subsistence costs shall not exceed the rates authorized to employees under current

U.S. General Service Administration rules.

Reimbursable expenses will be billed by CONSULTANT and processed for payment upon approval of

the Contract Manager.

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

*Page 1*F. G. H. **3.** 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.

No payment will be made prior to approval of any work, nor for any work performed prior to approval

of this Agreement.

CONSULTANT shall not exceed milestone cost estimates as shown in Exhibit B, except with the prior

written approval of the Contract Manager.

The CONSULTANT will be reimbursed after receipt by the COMMISSION’s Contract Manager of

itemized invoices. Invoices shall be submitted no later than 45calendar 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. 4. 5. Itemized expenses incurred during the billing period;

3. Total invoice/payment requested;

Total amount previously paid under this Agreement;

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.

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.

**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**.

I. A. B. 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.

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

*Page 2***5. 6.** C. 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 reprocurement costs of the same

or similar services defaulted by CONSULTANT under this Agreement.

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 reprocurement

costs of the same or similar services defaulted or not provided by CONSULTANT under this

Agreement.

**INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

B. 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.

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).

**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**

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 .

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 / .

1) 2) *Page 3*3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of one

million dollars ($1,000,000) combined single limit (CSL), including coverage for: (a) bodily injury,

(b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

4) Professional Liability Insurance in the minimum amount of one million dollars ($1,000,000)

combined single limit, if, and only if, this Subparagraph is initialed by CONSULTANT and

COMMISSION \_\_ / .

**B. Other Insurance Provisions**

1) 2) 3) 4) 5) If any insurance coverage required in this Agreement is provided on a “Claims Made” rather than

“Occurrence” form, CONSULTANT agrees to maintain the required coverage for a period of three

(3) years after the expiration of this Agreement (hereinafter “post agreement coverage”) and any

extensions thereof. CONSULTANT may maintain the required post agreement coverage by renewal

or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage

being both available and reasonably affordable in relation to the coverage provided during the term of

this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last

annual policy premium during the term of this Agreement in order to purchase prior acts or tail

coverage for post agreement coverage shall be deemed to be reasonable. The COMMISSION will not

be responsible for any premiums or assessments on the policy.

All required Automobile and Comprehensive or Commercial General Liability Insurance shall be

endorsed to contain the following clause:

“Santa Cruz County Regional Transportation Commission, its officials, employees, agents and

volunteers are added as an additional insured as respects the operations and activities of, or on behalf

of, the named insured performed under Agreement with the Commission.”

All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given

to:

**Santa Cruz County Regional Transportation Commission**

**Attn: Yesenia Parra**

**1523 Pacific Avenue**

**Santa Cruz, CA 95060**

CONSULTANT agrees to provide its insurance broker(s) with a full copy of these insurance

provisions and provide COMMISSION on or before the effective date of this Agreement with

Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or

sent to:

**Santa Cruz County Regional Transportation Commission**

**Attn: Yesenia Parra**

**1523 Pacific Avenue**

**Santa Cruz, CA 95060**

The CONSULTANT agrees that the insurance herein provided for, shall be in effect at all times

during the term of this contract. In the event said insurance coverage expires at any time or times

during the term of this contract, the CONSULTANT agrees to provide at least thirty (30) days prior

notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as

provided for herein, for not less than either the remainder of the term of the contract, or for a period

of not less than one (1) year. New Certificates of Insurance are subject to the approval of the

COMMISSION. In the event the CONSULTANT fails to keep in effect at all times insurance

*Page 4*6) 7) 8) **7. 8.** coverage as herein provided, the COMMISSIONmay, in addition to any other remedies it may have,

terminate this Agreement upon occurrence of such event.

If any insurance policy of CONSULTANT required by this document includes language

conditioning the insurer’s legal obligation to defend or indemnify COMMISSION on the

performance of any act(s) by the named insured, then said insurance policy, by endorsement,

shall also name the COMMISSION as a named insured. Notwithstanding the foregoing, both

the CONSULTANT and its insurers agree that by naming the COMMISSION as a named

insured, the COMMISSION may at its sole direction, but is not obligated to, perform any act

required by the named insured under said insurance policies.

CONSULTANT shall do all things required to be performed by it pursuant to its insurance policies

including but not limited to paying within five (5) work days, all deductibles and self-insured

retentions (SIR) required to be paid under any insurance policy that may provide defense or

indemnity coverage to COMMISSION or any additional insured.

CONSULTANT shall cause the foregoing provisions to be inserted in all subcontracts for any work

covered under this Agreement by a subconsultant compensated more than $50,000 and employing

more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts

or subcontracts for standard commercial supplies or raw materials.

**FEDERAL, STATE AND LOCAL LAWS.** CONSULTANT warrants that in the performance of this

Agreement, it shall exercise usual and customary professional care in its efforts to comply with all applicable

federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated

thereunder. In the event of a conflict between the laws and lawful regulations of any government entities

having jurisdiction over the project, the CONSULTANT shall notify COMMISSION of the nature and

impact of such conflict. The COMMISSION agrees to cooperate and work with the CONSULTANT in an

effort to resolve any conflict.

**EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Agreement,

CONSULTANT agrees to the following:

The CONSULTANT shall not discriminate or permit discrimination against any employee or applicant for

employment in any manner prohibited by Federal, State and local laws, including but not limited to race,

color, gender, religion, national origin, ancestry, physical or mental disability, medical condition, marital

status, sexual orientation, age (over 18), veteran status, pregnancy, or any other non-merit factor unrelated to

job duties.

Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination;

rates of pay or other forms of compensation; and selection for training (including apprenticeship),

employment, upgrading, demotion, or transfer. The CONSULTANT agrees to post in conspicuous places,

available to employees and applicants for employment, notice setting forth the provisions of this non-

discrimination clause.

CONSULTANT shall comply fully with all federal, State and local laws and regulations which prohibit

discrimination. The CONSULTANT’s signature affixed herein, and dated, shall constitute a certification

under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless

exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and

Title 2, California Administrative Code, Section 8103.

*Page 5***9. 10. 11. 12.** In the event of CONSULTANT’S non-compliance with the non-discrimination clauses of this Agreement or

with any of the said rules, regulations or orders the COMMISSION may cancel, terminate or suspend the

Agreement in whole or in part. CONSULTANT may also be declared ineligible for further agreements with

the COMMISSION.

**HARASSMENT.** The COMMISSION maintains a strict policy prohibiting unlawful harassment, including

sexual harassment, in any form, including verbal, physical and visual harassment by any employee,

supervisor, manager, officer or Board member, or agent of the employer. Vendors, CONSULTANTs, and

consultants shall not engage in conduct that has an effect of unreasonably interfering with a COMMISSION

employee's work performance or creates an intimidating, hostile or offensive work environment.

**LICENSES.** If a license of any kind is required of CONSULTANT, its employees, agents, or sub

CONSULTANTs by Federal or State law, CONSULTANT warrants that such license has been obtained, is

valid and in good standing, that CONSULTANT shall keep it in effect at all times during the terms of this

Agreement, and that any applicable bond has been posted in accordance with all applicable laws and

regulations.

**INDEPENDENT CONSULTANT STATUS**. CONSULTANT and COMMISSION have reviewed and

considered the principal test and secondary factors herein and agree that CONSULTANT is an independent

CONSULTANT and not an employee of COMMISSION. CONSULTANT is responsible for all insurance

(workers compensation, unemployment, etc.) and all payroll related taxes. CONSULTANT is not entitled to

any employee benefits. COMMISSION agrees that CONSULTANT shall have the right to control the

manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONSULTANT rather than COMMISSION has the right to control the manner and

means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COMMISSION may exercise

over the details of the work is slight rather than substantial; (b) CONSULTANT is engaged in a distinct

occupation or business; (c) In the locality, the work to be done by CONSULTANT is usually done by a

specialist without supervision, rather than under the direction of an employer; (d) The skill required in the

particular occupation is substantial rather than slight; (e) The CONSULTANT rather than the COMMISSION

supplies the instrumentalities, tools and work place; (f) The length of time for which CONSULTANT is

engaged is of limited duration rather than indefinite; (g) The method of payment of CONSULTANT is by the

job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather

than part of the regular business of COMMISSION; (i) CONSULTANT and COMMISSION believe they are

creating an independent CONSULTANT relationship rather than an employer-employee relationship; and (j)

The COMMISSION conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent

CONSULTANT relationship, but rather that overall there are significant secondary factors which indicate

that CONSULTANT is an independent CONSULTANT.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered

judgment that the CONSULTANT engaged under this Agreement is in fact an independent CONSULTANT.

**RETENTION AND AUDIT OF RECORDS**. For the purpose of determining compliance with Public

Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq.,

if applicable and other matters connected with the performance of the contract pursuant to Government Code

8546.7: CONSULTANT, subconsultants, and the COMMISSION shall maintain all books, documents,

papers, accounting records, and other evidence pertaining to the performance of the contract, including but

*Page 6***14. 15.** not limited to, the costs of administering the Agreement. All parties shall make such materials available at

their respective offices at all reasonable times during the Agreement period and for five (5) years from the

date of final payment under this Agreement or until a final audit report is accepted by COMMISSION,

whichever occurs first. The COMMISSION and any state or federal auditor, or any duly authorized

representative of the state or federal government shall have access to any books, records, and documents of

the CONSULTANT that are pertinent to the Agreement for audit, examinations, excerpts, and transactions,

and copies thereof shall be furnished if requested.

Subcontracts in excess of $25,000 shall contain this provision.

**13. INSPECTION OF WORK**

The CONSULTANT and any subconsultant shall permit the COMMISSION, the state, and the FHWA if

federal participating funds are used in this contract, to review and inspect the project activities and files at all

reasonable times during the term of this Agreement including review and inspection on a daily basis.

**ACKNOWLEDGMENT**. CONSULTANT shall acknowledge in all reports and literature that the material is

prepared for and on behalf of the COMMISSION.

**WORK PRODUCTS**.All material, data, information, and written, graphic or other work produced under

this Agreement is subject to the unqualified and unconditional right of the COMMISSION to use, reproduce,

publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner

and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark,

service mark, or patent, CONSULTANT now grants to the COMMISSION a perpetual, royalty-free,

nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and

display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive

sublicense.

CONSULTANT shall include in any subcontract with a third party for work under this Agreement terms that

preserve the rights, interests, and obligations created by this Section, and that identify the COMMISSION as

a third-party beneficiary of those provisions.

The CONSULTANT shall not utilize the work produced under this Agreement for any profit-making venture,

or sell or grant rights to a third party for that purpose.

A. Upon completion of all work under this contract, ownership and title to all custom letters, reports,

documents, plans, specifications, and estimates and other products produced as part of this Agreement

(herein "deliverables") will automatically be vested in the COMMISSION; and no further agreement will

be necessary to transfer ownership to the COMMISSION. The CONSULTANT shall furnish the

COMMISSION all necessary copies of data needed to complete the review and approval process. Copies

may be made for CONSULTANT's records but shall not be furnished to others without the

COMMISSION's prior written authorization. Such deliverables shall be deemed works made for hire and

all rights in copyright therein shall be retained by COMMISSION. All information derived from these

deliverables is deemed confidential and may not be disclosed to any other party without the express prior

written consent of COMMISSION. No information obtained during audit work performed under this

Agreement may be used by CONSULTANT for any purpose (internal or external), nor may the

information be discussed with others without the prior written consent of COMMISSION.

Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the

provisions of this Section.

B. *Page 7***16. SAFETY**

A. B. C. The CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding

necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions

issued by the COMMISSION Safety Officer and other COMMISSION representatives. CONSULTANT

personnel shall wear hard hats and safety vests at all times while working on the Santa Cruz Branch Rail

Line.

Areas within the limits of the project are open to public and private traffic. The CONSULTANT shall

comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The

CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the

protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.

**17. MODIFICATION OF AGREEMENT.**

A. B. C. D. **18.** This Agreement may be amended or modified only by mutual written agreement of the parties.

The CONSULTANT shall only commence work covered by an amendment after the amendment is

executed and notification to proceed has been provided by the COMMISSION’s Contract Manager.

There shall be no change in the CONSULTANT’s Project Manager or members of the project team, as

listed in the approved Fee Schedule, which is a part of this Agreement without prior written approval by

the COMMISSION’s Contract Manager.

No oral understanding or agreement not incorporated herein shall be binding on the parties.

**DISPUTES.** This Agreement shall be construed under the laws of the State of California. Pending final

resolution of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of this

Agreement and shall comply with COMMISSION’s instructions.

A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not

disposed of by agreement shall be decided by a committee consisting of the COMMISSION’s Contract

Manager and Executive Director, who shall consider written or verbal information submitted by the

CONSULTANT.

Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications

and estimate, the CONSULTANT may request review by the COMMISSION GOVERNING BOARD of

unresolved claims or disputes, other than audit. The request for review must be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONSULTANT

from full and timely performance in accordance with the terms of this contract.

**19. AUDIT REVIEW PROCEDURES**

B. C. A. B. C. Any dispute concerning a question of fact arising under an interim or post-completion audit of this

Agreement that is not disposed of by agreement, shall be reviewed by the COMMISSION’S Contract

Manager.

Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review

by the COMMISSION’S Executive Director of unresolved audit issues. The request for review will be

submitted in writing.

Neither the pendency of a dispute nor its consideration by the COMMISSION will excuse the

CONSULTANT from full and timely performance, in accordance with the terms of this contract.

**20. SUBCONTRACTING**

A. The CONSULTANT shall perform the work contemplated with resources available within its own

organization; and no portion of the work pertinent to this Agreement shall be subcontracted without prior

written authorization by the COMMISSION’S Contract Manager, except that, which is expressly

identified in the approved Fee Schedule.

*Page 8*B. C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the

provisions required by this Agreement to be applicable to those subconsultants.

No substitution of subconsultants shall be valid until approved in writing by the COMMISSION’s

Contract Manager.

**21. NONASSIGNMENT**. The CONSULTANT shall not assign the Agreement without the prior written consent

of the COMMISSION.

**22. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.** The CONSULTANT

**23.** warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful

consideration, either promised or paid to any COMMISSIONemployee. For breach or violation of this

warranty, COMMISSIONshall have the right in its discretion to terminate the Agreement without liability; to

pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise

recover the full amount of such rebate, kickback or other unlawful consideration.

**NOTIFICATION.** All notices hereunder and communications regarding interpretation of the terms of this

Agreement and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return

receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

\_\_\_\_\_\_\_\_\_\_*(CONSULTANT)*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_*(NAME)*\_\_\_\_\_\_\_\_, Project Manager

\_\_\_\_\_\_\_\_\_\_*(ADDRESS)*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMMISSION:

Santa Cruz County Regional Transportation Commission (SCCRTC)

Luis Mendez, Contract Manager

1523 Pacific Ave, Santa Cruz, CA 95060

**24. COMPLETE AGREEMENT**

A. AGREEMENT: The two parties to this Agreement, who are the before named CONSULTANT and the

before named COMMISSION, hereby agree that this Agreement constitutes the entire Agreement which

is made and concluded in duplicate between the two parties. Both of these parties for and in consideration

of the payments to made, conditions mentioned, and work to be performed; each agree to diligently

perform in accordance with the terms and conditions of this Agreement as evidenced by the signatures

below.

B. C. COMMISSION DESIGNEE: The Executive Director of COMMISSION, or his or her designee, shall

have the authority to act for and exercise any of the rights of COMMISSION as set forth in this

Agreement subsequent to, and in accordance with the authorization granted by the COMMISSION.

COMPLETE AGREEMENT, INCLUDING ATTACHMENTS. This Agreement includes all exhibits,

attachments, and documents incorporated herein and made applicable by reference, constitutes the

complete and exclusive statement of the terms and conditions of the Agreement between COMMISSION

and CONSULTANT, and supersedes all prior representations, understandings and communications. The

invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of

other terms or conditions. The COMMISSION’s waiver of CONSULTANT's performance of any term(s)

or condition(s) of this Agreement shall not be construed as a waiver for any future performance of such

term(s) or conditions(s

D. Attachments are:

Exhibit A: Scope of Services

*Page 9* Exhibit B: Fee Schedule

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this

Agreement and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. \_\_\_\_\_\_\_ to be executed on the date

first written above.

**1. CONSULTANT** **2. SANTA CRUZ COUNTY REGIONAL**

**TRANSPORTATION COMMISSION**

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

SIGNED SIGNED

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED PRINTED

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone:( ) \_\_\_\_\_\_\_\_\_\_

Fax: ( ) \_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**3. APPROVED AS TO INSURANCE: 4. APPROVED AS TO FORM:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Administrative Services Officer COMMISSION Counsel

DISTRIBUTION:

*RTC Fiscal & Contract Manager*

*CONSULTANT*

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