

Attachment C – Sample Professional Services Agreement and Insurance Requirements

The selected consultant will be required to enter into a Professional Services Agreement (PSA) with Hood River County Transportation District (HRCTD). A draft PSA, including standard public agency terms and conditions, insurance requirements, and applicable federal provisions, is included as **Attachment C – Sample Professional Services Agreement and Insurance Requirements**.

Proposers shall review the draft PSA carefully. By submitting a proposal, the proposer acknowledges acceptance of the general terms and conditions contained in Attachment C. Any requested exceptions shall be clearly identified in the proposal.

The executed agreement will incorporate all applicable federal requirements, including but not limited to:

- FTA-required clauses under 2 CFR Part 200 and related federal regulations
- Debarment and suspension
- Civil rights and nondiscrimination requirements
- Access to records and audits
- Termination for convenience and cause

CONTRACT # [DATE SIGNED_# OF CONTRACT IN CY]- [TYPE OF] SERVICES

THIS AGREEMENT IS MADE AND ENTERED INTO AS OF THE DATE FIRST INDICATED ON THE SIGNATURE PAGE, BY AND BETWEEN HOOD RIVER COUNTY TRANSPORTATION DISTRICT, A SPECIAL DISTRICT OF THE STATE OF OREGON, HEREINAFTER CALLED "HRCTD", AND "[NAME OF CONTRACTOR]", HEREINAFTER CALLED CONTRACTOR

WHEREAS, HRCTD does not currently have someone on staff who can [type of services needed that CAT does not have staff to do].

WHEREAS, HRCTD has allocated resources to [services that contractor will provide].

WHEREAS, HRCTD has determined that Contractor is qualified and capable of performing the service hereinafter required, and has agreed to the terms and conditions set forth hereafter:

THEREFORE, the parties agree as follows:

Article 1: Scope of Work

Contractor understands it will receive a formal task order for the [type of] services from the HRCTD program manager. The contractor will acknowledge the receipt of the task order and provide a cost and timeline for the work assigned. Contractor will not begin work until a written "notice to proceed" is received (email is a valid notice to proceed format). Please refer to Exhibit A for scope of work proposal.

Article 2: Effective Date and Duration

This Agreement shall become effective from the date of execution by both parties and shall run until [Month, Day, Year].

Article 3: Compensation

The Contractor shall be compensated monthly on a time and materials basis. This is a not to exceed contract of \$[0.00].

The Contractor's rate sheet can be found in Exhibit A. Contractor agrees to invoice HRCTD every month until project completion. HRCTD will pay Contractor within [amount of] (#) days of receiving an invoice. Payment shall be made through check or electronic fund transfer (EFT).

Article 4: Contact Information

All notices, bills, and payments shall be made in writing and may be given by personal delivery, e-mail, mail, or fax. Payments may be delivered by personal delivery, mail, or electronic transfer. The following addresses and contacts shall be used to transmit notices, bills, payments, and other information:

Contract Manager for HRCTD:	Project Manager for Contractor:
Hood River County Transportation District	Company: [Name]
Attn: Amy Schlappi	Attn: [Contact]
Address: 224 Wasco Loop Hood River, Oregon 97031	Address: [Street, City, State, Zipcode]
Phone: (541) 386-4202	Phone:
Fax: None	Fax: None
Email Address: amy.schlappi@catransit.org & accountant@catransit.org	Email Address:

Article 5: Contractor as Independent Contractor

Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent Contractor as defined by ORS 670.600 and not an employee of HRCTD, shall not be entitled to benefits of any kind to which an employee of HRCTD is entitled and shall be solely responsible for all payments, insurance, taxes and or other expenses associated with the performance of the Contractor's duties required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of HRCTD for any purpose, HRCTD shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from HRCTD or third party) as a result of said finding and to the full extent of any payments that HRCTD is required to make (to Contractor or to a third party) as a result of said finding.

Contractor acknowledges that for all purposes related to this Agreement, Contractor is not an officer, employee, or agent of HRCTD as those terms are used in ORS 30.265.

Article 6: Indemnification

HRCTD has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor's work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws.

Contractor agrees to indemnify and defend HRCTD, and the other's officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) incurred by the party being indemnified resulting from the indemnifying party's acts (or failure to act when action is appropriate) that may be asserted by any person or entity which in any way arise from or relate to this Agreement or the performance of obligations under this agreement. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

Article 7: Insurance

Contractor shall maintain insurance acceptable to HRCTD in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder.

The policy or policies of insurance maintained by the Contractor shall provide at least the following limits and coverages:

- a. Commercial General Liability Insurance: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance Covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	2,000,000
Products-Completed Operations Aggregate	2,000,000
Each Occurrence	1,000,000
Fire Damage (any one fire) DO NOT CARRY FIRE	NA
Medical Expense (any one person)	5,000

- b. Business Automobile Liability Insurance: If Contractor will be using a motor vehicle in the performance of the services herein, Contractor shall provide HRCTD a certificate indicating that Contractor has liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000. Said insurance shall name HRCTD as an additional insured and shall require written notice to HRCTD thirty (30) days in advance of cancellation.
- c. Workers' Compensation Insurance: The Contractor and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.
- d. Insurance Carrier Rating: Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by HRCTD. HRCTD reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- e. Certificates of Insurance: As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to HRCTD. No contract shall be affected until the required certificates have been received and approved by HRCTD.
- f. Professional Liability Insurance: Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.
- g. Additional Insurance Requirements: HRCTD has received grants from [name grant source] to support this project. Contractor shall meet the insurance requirements of subagreements in Exhibit [X], [Name of Grantor] Agreement No. [XXXXXX].

Article 8: Agreement Modifications

Modifications to this Agreement are valid only if made in writing and signed by all parties.

Article 9: Subcontracting

No portion of the AGREEMENT may be subcontracted to any other individual, firm, or entity without the express and prior approval of HRCTD.

Article 10: Non-Assignment

No portion of nor any interest in this AGREEMENT may be assigned to a third party without the express and prior approval of HRCTD.

Article 11: Governing Law

Contractor shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or disability. The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. All provisions required by ORS Chapter 279 to be included in a contract of this type are incorporated into this Agreement as though fully set forth herein. Any claim, action, suit or proceeding between HRCTD and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Hood River for the State of Oregon or, if the claim, action, suit or proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

Article 12: Final Acceptance

Final payment by HRCTD shall constitute notification to the Contractor of the commencement of the warranty period.

Article 13: “Most Favored Nation” Status

The Vendor represents and warrants that the cost of goods and services provided and the hourly and overhead rates that it will charge to HRCTD are no greater than the costs and rates charged to any other public entity for a federally funded project for similar services.

Article 14: Complete Agreement

This Agreement and attached exhibit constitutes the entire Agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Any waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given. This Agreement includes the following attached documents, which are listed in descending order of precedence, and which are incorporated herein by reference as though set forth in full. If there is any disagreement in terms between this Agreement and the attached documents, this Agreement shall control.

- a. Exhibit A: Contractor Proposal and Scope of Work
- b. Exhibit B: [Grantor] Agreement No. [XXX]
- c. Exhibit C: Federal Transit Administration Clauses and Certifications

Article 15: Survival

The terms, conditions, representations, and all warranties contained in this AGREEMENT shall survive the termination or expiration of this AGREEMENT.

Article 16: Ownership of Work Product

HRCTD shall be entitled to ownership and possession of any and all work products, at no additional cost during the products useful lifetime and which are located at HRCTD workplaces, of Contractor which result from this Agreement, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to this Agreement. Provided, however, that HRCTD does not intend to own or claim ownership to any underlying intellectual property or source code developed by Contractor and for which Contractor intends to otherwise use in Contractors products, licensing or sales to others.

Article 17: State and Federal Subagreement Requirements

HRCTD has received grants from the [Grantor and Grant Award Name] to support this project. As such the Contractor] to support this project. As such the Contractor will be required to comply with all applicable state and federal laws, regulations, policies, guidelines, and requirements with respect to these funding sources as set forth in Exhibits B and C.

By signing this agreement – the contractor verifies that it is not or has not been be suspended or debarred from doing businesses with the State of Oregon or the Federal government.

IN WITNESS WHEREOF, HRCTD has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date herein below first written.

Hood River Country Transportation District

By: Amy Schlappi, Executive Director
Contractor]

[Name of company]

By: [Authorized Agent of

Signed Name

Signed Name

Printed Name

Printed Name

Date

Date