

# AGREEMENT FOR PROFESSIONAL SERVICES

## RFP No. 2014-MA-01

THIS AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between CENTRAL CONTRA COSTA TRANSIT AUTHORITY (County Connection) and \_\_\_\_\_, (“CONTRACTOR”).

WHEREAS, COUNTY CONNECTION desires to obtain professional services in connection with Bus Advertising Services and has issued a Request for Proposals dated \_\_\_\_\_, 2014, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONTRACTOR desires to furnish such services and submitted a written proposal dated \_\_\_\_\_, 2014 a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### **1. RENDITION OF SERVICES**

The CONTRACTOR agrees to provide professional services to County Connection in accordance with the terms and conditions of this Agreement.

### **2. SCOPE OF SERVICES**

The scope of the CONTRACTOR’s services shall consist of the services set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

### **3. TERM**

CONTRACTOR shall perform the services under this Agreement for a three-year term with two one-year option terms, commencing upon the effective date specified in a written Notice to Proceed from County Connection, unless the Agreement is terminated sooner pursuant to Section 17. In the event that County Connection desires to exercise its option(s) to extend the agreement, it will provide ninety (90) day’s notice to the Contractor prior to the end of the expiration of the base of option term.

### **4. OWNERSHIP OF WORK**

All reports, designs, drawings, plans, specifications, analyses, charts, tables, schedules and all other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR shall be and are the property of County Connection. County Connection shall be entitled to access and to copies of these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to County Connection. If any materials are lost, damaged or destroyed before final delivery to County Connection, the CONTRACTOR shall replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities. Notwithstanding the foregoing, County Connection is not claiming an ownership interest in the pre-owned intellectual property rights of third part advertisers.