

**PROFESSIONAL SERVICES AGREEMENT
(Consultants' Competitive Negotiation Act)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 20__ ("Effective Date"), by and between the **City of Florida Procurement Hub, Florida**, a Florida municipal corporation, whose principal address is 1234 Strategic Sourcing Street, Florida Procurement Hub, FL 33333 ("**City**"), and [**Consultant Firm Name**], a [State of Incorporation/Organization] [Type of Entity], authorized to do business in Florida and holding all necessary professional licenses for the services to be performed, whose principal address is [Consultant Address] ("**Consultant**").

RECITALS

WHEREAS, the City requires professional services for [***Brief Description of Project or Services, e.g., "the design of the new Community Recreation Center," or "engineering services for the Water Main Replacement Project Phase II," or "continuing professional architectural services"***] (the "Project" or "Services"); and

WHEREAS, such professional services fall within the scope of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act ("CCNA"); and

WHEREAS, the City has complied with the requirements of the CCNA in selecting the Consultant as the most qualified firm to provide the required professional services for the Project; and

WHEREAS, the City and the Consultant have negotiated a contract for such professional services at compensation which the City has determined to be fair, competitive, and reasonable, in accordance with Section 287.055(5), Florida Statutes; and

WHEREAS, the Consultant represents that it possesses the requisite skills, experience, licenses, and qualifications to provide the required professional services and is willing to perform such services in accordance with all applicable laws, professional standards, and the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1: SCOPE OF PROFESSIONAL SERVICES

1.1 Services:

The Consultant shall provide the professional services described in detail in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. The Scope of Services shall outline the specific tasks, deliverables, and objectives to be achieved by the Consultant.

1.2 Performance of Services:

The Consultant shall perform the Services diligently and expeditiously, in accordance with the terms of this Agreement and to the satisfaction of the City.

1.3 Qualified Personnel:

The Consultant shall assign qualified and competent professional, technical, and administrative personnel to perform the Services. Key personnel assigned to the Project shall be as identified in Exhibit B – Key Personnel and Subconsultants (if applicable), and shall not be changed without the prior written consent of the City, which consent shall not be unreasonably withheld.

1.4 Subconsultants:

The Consultant shall not employ or retain any subconsultants for any portion of the Services without the prior written approval of the City. The Consultant shall be fully responsible for all services performed by its subconsultants and for their compliance with the terms of this Agreement.

ARTICLE 2: STANDARD OF CARE

- 2.1** The Consultant shall perform the Services in accordance with the standard of care, skill, and diligence ordinarily exercised by nationally recognized and respected members of its profession currently practicing under similar circumstances and in similar localities. The Consultant shall use its best professional judgment in representing the interests of the City. The City's review or acceptance of any documents or services prepared or performed by the Consultant shall not relieve the Consultant of its responsibility for compliance with this standard of care.

ARTICLE 3: COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation:

For the full and satisfactory performance of the Services described in Exhibit A, the City shall compensate the Consultant as follows (select one or combine, and detail in Exhibit C – Compensation Schedule):

- **Option A (Lump Sum):** A Lump Sum fee of \$_____.
- **Option B (Hourly Rates Not to Exceed):** Based on hourly billing rates set forth in Exhibit C, for actual time spent by Consultant's personnel in performing the Services, up to a maximum amount not-to-exceed \$_____ without prior written authorization from the City.
- **Option C (Cost Plus Fixed Fee):** The actual, documented, and allowable costs incurred by the Consultant in performing the Services, plus a Fixed Fee of \$_____. The total compensation under this method shall not exceed \$_____ without prior written authorization from the City.
- **Option D (Other method as permitted under CCNA):** _____

3.2 Reimbursable Expenses (if applicable):

In addition to the compensation for professional services, the City may reimburse the Consultant for certain direct, out-of-pocket expenses incurred in the performance of the Services, as specifically itemized and limited in Exhibit C. Reimbursable expenses shall be charged at actual cost without markup.

3.3 Invoices:

The Consultant shall submit [monthly/quarterly/upon completion of milestones] invoices to the City in a form and with such supporting documentation as the City may reasonably require. Each invoice shall detail the Services performed during the billing period, the personnel performing the Services, the hours worked (if applicable), and any reimbursable expenses.

3.4 Payment:

The City shall pay undisputed invoice amounts within thirty (30) days of receipt of a proper invoice, in accordance with the Local Government Prompt Payment Act, Section 218.70, et seq., Florida Statutes. The City shall identify the agent/office for invoice submission per the Prompt Payment Act.

3.5 Truth-in-Negotiation Certificate:

If the fee for professional services under this Agreement exceeds the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the Consultant shall execute a Truth-in-Negotiation Certificate in accordance with Section 287.055(5)(a), Florida Statutes, stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. A copy of such certificate shall be attached as Exhibit D.

ARTICLE 4: TIME OF PERFORMANCE

4.1 Commencement and Completion:

The Consultant shall commence the Services upon receipt of a written Notice to Proceed from the City and shall complete the Services in accordance with the schedule set forth in Exhibit E – Project Schedule and Deliverables Timeline, which is attached hereto and incorporated herein.

4.2 Time is of the Essence:

Time is of the essence in the performance of this Agreement. The Consultant shall adhere to the Project Schedule. Any delays shall be promptly reported to the City in writing with an explanation and a proposed plan for mitigation.

4.3 Excusable Delays:

The time for performance may be extended by written agreement of the parties for delays caused by factors beyond the reasonable control and without the fault or negligence of the Consultant (e.g., City-caused delays, acts of God).

ARTICLE 5: CITY'S RESPONSIBILITIES

5.1 Information:

The City shall, in a timely manner, furnish the Consultant with all available information, data, reports, and documents in its possession relevant to the Services. The Consultant shall be entitled to rely upon the accuracy and completeness of information furnished by the City, except to the extent the Consultant knows or should reasonably have known of any inaccuracies or incompleteness.

5.2 Access:

The City shall provide the Consultant with necessary access to sites, facilities, and personnel as reasonably required for the performance of the Services.

5.3 Reviews and Approvals:

The City shall review the Consultant's submittals and deliverables in a timely manner and provide decisions, approvals, or comments so as not to unreasonably delay the Consultant's performance.

5.4 City Representative:

The City shall designate a representative to act on its behalf with respect to the administration of this Agreement.

ARTICLE 6: OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

- 6.1** All drawings, specifications, reports, calculations, models, data, and other documents and materials, in any form (including electronic), prepared or furnished by the Consultant in the performance of the Services under this Agreement ("Work Product") shall be considered works made for hire and shall become the property of the City upon creation, or upon termination or completion of this Agreement, and payment to the Consultant for undisputed services rendered. The City shall have the right to use the Work Product for the purpose for which it was intended, including for future modifications or additions to the Project.
- 6.2** The Consultant may retain copies of the Work Product for its records. Any reuse of the Work Product by the City on other projects or for purposes other than those intended by this Agreement, without the Consultant's written verification or adaptation, shall be at the City's sole risk and without liability to the Consultant.
- 6.3** If any Work Product contains pre-existing intellectual property of the Consultant, the Consultant shall grant the City a non-exclusive, royalty-free license to use such pre-existing intellectual property solely for the purposes of the Project.

ARTICLE 7: INSURANCE

7.1 Insurance Limits:

The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and for such longer period as may be required, the following

minimum insurance coverages from insurers authorized to do business in the State of Florida and acceptable to the City:

- **Commercial General Liability Insurance:** With limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The City shall be named as an Additional Insured.
- **Automobile Liability Insurance:** Covering all owned, non-owned, and hired vehicles, with limits of not less than \$1,000,000 combined single limit per accident. The City shall be named as an Additional Insured.
- **Workers' Compensation Insurance:** As required by Chapter 440, Florida Statutes.
- **Employer's Liability Insurance:** With limits of not less than \$500,000 each accident, \$500,000 disease-each employee, and \$500,000 disease-policy limit.
- **Professional Liability Insurance (Errors & Omissions):** Covering negligent acts, errors, or omissions in the performance of professional services under this Agreement, with a limit of not less than \$1,000,000 or as appropriate for the project risk per claim and in the aggregate. Coverage shall be maintained during the term of this Agreement and for a period of at least three years after completion of the Services. If written on a claims-made basis, the policy must provide for a retroactive date no later than the commencement of Services under this Agreement.

7.2 Certificates of Insurance:

The Consultant shall provide the City with Certificates of Insurance evidencing the required coverages, and copies of applicable endorsements, prior to commencing Services and at any other time upon request. All policies (except Workers' Compensation and Professional Liability) shall be endorsed to provide that coverage shall not be suspended, voided, canceled, or materially changed without at least thirty (30) days prior written notice to the City.

ARTICLE 8: INDEMNIFICATION

- 8.1** To the fullest extent permitted by Florida law, including Section 725.08, Florida Statutes (if applicable for design professional services), the Consultant shall indemnify and hold harmless the City, its officials, officers, employees, and agents from and against all claims, damages, losses, liabilities, costs, and expenses, including but not limited to reasonable attorney's fees (including appellate fees) and court costs, arising out of or resulting from the negligent acts, errors, omissions, or wrongful conduct of the Consultant, its employees, agents, or subconsultants in the performance of the professional services under this Agreement.
- 8.2** Nothing herein shall be construed as a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes, or as requiring the Consultant to indemnify the City for the City's own negligence or intentional wrongdoing. This indemnification obligation shall survive the termination or expiration of this Agreement.

ARTICLE 9: COMPLIANCE WITH LAWS

- 9.1** The Consultant shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, and orders in the performance of this Agreement, including but not limited to:
- Section 287.055, Florida Statutes (Consultants' Competitive Negotiation Act).
 - Chapter 119, Florida Statutes (Florida Public Records Act). The Consultant shall comply with the public records obligations as set forth in Section 119.0701, Florida Statutes, if applicable, including the specific notice language:
IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY OF FLORIDA PROCUREMENT HUB AT: JANE DOE, (111) 111-1111, JDOE@FLORIDAPROCUREMENTHUB.COM, 1234 STRATEGIC SOURCING STREET, FLORIDA PROCUREMENT HUB, FL 33333.
 - Section 287.133, Florida Statutes (Public Entity Crimes).
 - Section 287.135, Florida Statutes (Scrutinized Companies).
 - All applicable professional licensing laws and regulations.

ARTICLE 10: TERMINATION OR SUSPENSION

10.1 Termination for Cause by City:

The City may terminate this Agreement for cause if the Consultant fails to substantially perform its obligations in accordance with the terms of this Agreement and fails to cure such default within seven (7) calendar days after receipt of written notice from the City specifying the default (or such longer period as the City may allow if the default is not curable within seven days but the Consultant is diligently pursuing a cure).

10.2 Termination for Convenience by City:

The City may, at any time, terminate this Agreement, in whole or in part, for its convenience and without cause, by providing seven (7) calendar days' written notice to the Consultant. Upon receipt of such notice, the Consultant shall cease services as directed, take actions necessary for the protection and preservation of completed work, and terminate all existing subconsultants and purchase orders to the extent that they relate to the terminated Services. The Consultant shall be entitled to payment for Services satisfactorily performed and accepted up to the effective date of termination, plus reasonable, documented costs incurred as a direct result of such termination, but shall not be entitled to anticipated profits on unperformed Services.

10.3 Suspension by City:

The City may, at any time and for any reason, direct the Consultant to suspend performance of the Services in whole or in part, for such period of time as the City may deem appropriate. The Consultant shall resume performance upon written notice from the City. An equitable adjustment to the Contract Sum or Project Schedule may be made if the suspension directly causes an increase in the Consultant's cost or time of performance, provided the Consultant makes a claim therefor within a reasonable time.

ARTICLE 11: RECORDS AND AUDIT

- 11.1** The Consultant shall maintain complete and accurate books, records, documents, and other evidence pertaining to the costs and expenses of this Agreement ("Records") to the extent and in such detail as will properly reflect all costs of labor, materials, equipment, supplies, services, and other costs and expenses of whatever nature for which reimbursement is claimed or payment is made under this Agreement. The Consultant shall retain all such Records for a minimum of three (3)

years following final payment and resolution of all pending matters related to this Agreement, or for any longer period required by law.

- 11.2** The City or its authorized representative shall have the right to access, inspect, examine, and audit such Records at all reasonable times during the retention period.

ARTICLE 12: DISPUTE RESOLUTION

12.1 Negotiation:

The parties shall attempt to resolve any dispute, claim, or controversy arising out of or relating to this Agreement through good faith negotiations between authorized representatives.

12.2 Mediation:

If negotiations are unsuccessful, the parties agree to endeavor to resolve the dispute by mediation administered by a mutually agreeable mediator in _____ County, Florida, before resorting to arbitration or litigation. The costs of mediation shall be shared equally by the parties.

12.3 Litigation:

If mediation does not resolve the dispute, any unresolved dispute shall be resolved by litigation in a court of competent jurisdiction in _____ County, Florida.

EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.

ARTICLE 13: MISCELLANEOUS

13.1 Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Venue for any legal action or proceeding arising out of or relating to this Agreement shall lie exclusively in the state or federal courts located in _____ County, Florida.

13.2 Independent Contractor:

The Consultant is, and shall perform this Agreement as, an independent contractor and not as an employee, agent, partner, or joint venturer of the City. The Consultant shall be solely responsible for the compensation, benefits, and taxes of its employees and for the means and methods of performing the Work.

13.3 No Waiver:

No failure or delay by the City in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Any waiver by the City must be in writing and signed by an authorized representative and shall not constitute a waiver of any other term, condition, or future breach.

13.4 Entire Agreement:

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written agreements, understandings, negotiations, and discussions of the parties.

13.5 Amendments:

This Agreement may only be amended, modified, or supplemented by a written instrument duly executed by authorized representatives of both parties.

13.6 Severability:

If any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

13.7 Notices:

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered personally, (b) one business day after being sent by

reputable overnight courier, service prepaid, or (c) three business days after being mailed by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to City:

City of Florida Procurement Hub
John Doe, Chief Procurement Officer
1234 Strategic Sourcing Street
Florida Procurement Hub, FL 33333
Email: JDoe@FloridaProcurementHub.com
Phone: (111) 111-1111

With a copy to (if applicable):

City Attorney's Office
1234 Strategic Sourcing Street
Florida Procurement Hub, FL 33333
Email: Legal@FloridaProcurementHub.com

If to Consultant:

[Consultant Firm Name]
Attn: [Consultant Contact Name/Title]
[Consultant Street Address]
[Consultant City, State, Zip Code]
Email: _____
Phone: _____

Or to such other address or email address as either party may designate by notice given in accordance with this section.

13.8 Assignment:

The Consultant shall not assign, transfer, convey, or otherwise dispose of this Agreement, or its right, title, or interest herein, or its power to execute such Agreement to any other person, company, or corporation, without the prior written consent of the City, which consent may be withheld in the City's sole discretion.

13.9 Conflict of Interest:

The Consultant represents and warrants that it has no conflict of interest, direct or indirect, that would conflict in any manner with the performance of its obligations under this Agreement. The Consultant further agrees that it will not acquire any

interest, direct or indirect, that would conflict in any manner with the performance of its obligations hereunder.

13.10 Drug-Free Workplace:

The Consultant shall comply with all applicable provisions of Section 440.102, Florida Statutes, regarding drug-free workplace programs if applicable.

13.11 Sovereign Immunity:

Nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes, or other applicable law. This Agreement shall not be construed to create any rights in third parties not a party to this Agreement.

13.12 Headings:

The headings in this Agreement are for convenience only and shall not affect its interpretation.

13.13 Counterparts:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for purposes of this Agreement.

ARTICLE 14: ATTACHMENTS

The following Exhibits are attached hereto and incorporated herein by this reference:

- Exhibit A – Scope of Services
- Exhibit B – Key Personnel and Subconsultants (if applicable)
- Exhibit C – Compensation Schedule (including hourly rates and/or reimbursable expense schedule, if applicable)
- Exhibit D – Truth-in-Negotiation Certificate (if applicable)
- Exhibit E – Project Schedule and Deliverables Timeline
- Exhibit F – Insurance Requirements (if not fully integrated into Article 7)

- Exhibit G – Public Records Act Compliance Rider (if not fully integrated into Article 9)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

CITY OF FLORIDA PROCUREMENT HUB

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST (if required by City Charter/Ordinance):

By: _____

Print Name: City Clerk (or designee)

Title: City Clerk

Date: _____

(CITY SEAL if applicable)

[CONSULTANT FIRM NAME]

By: _____

(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

WITNESS (for Consultant, if required):

By: _____

Print Name: _____

(CORPORATE SEAL if applicable)

UNAUTHORIZED USE PROHIBITED