

**Construction Engineering Inspection & Administration Services  
RFP # 2009-014**

**FORM OF AGREEMENT**

375-030-17  
PROCUREMENT  
05/09

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STANDARD PROFESSIONAL SERVICES AGREEMENT  
FOR PROJECTS FUNDED BY THE AMERICAN RECOVERY & REINVESTMENT ACT OF 2009**

Contract No. \_\_\_\_\_  
FDOT Financial ID No.(s) \_\_\_\_\_

F.A.P. No. \_\_\_\_\_  
THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and  
(This date to be entered by DOT only)

between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department and \_\_\_\_\_  
(F.E.I.D. No. \_\_\_\_\_) of \_\_\_\_\_

authorized to conduct business in the State of Florida, hereinafter called the Consultant, agree as follows:

The Consultant and the Department mutually agree to abide by the Department's **Standard Professional Services Agreement Terms for American Recovery & Reinvestment Act Projects**, dated **May, 2009** which are provided as an attachment to this form. The **Standard Professional Services Agreement Terms for American Recovery & Reinvestment Act Projects**, with the exception of the following non-applicable sections:

\_\_\_\_\_ are incorporated by reference and made a part of this Agreement.

**1. SERVICES AND PERFORMANCE**

A. The Department does hereby retain the Consultant to furnish certain services as described in Exhibit "A", attached hereto and made a part hereof, in connection with \_\_\_\_\_

B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.1 of the **Standard Professional Services Terms for American Recovery & Reinvestment Act Projects**, will be \_\_\_\_\_

**2. TERM**

A. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through completion of all services required of the Consultant or a \_\_\_\_\_ year term from the date of execution of this Agreement, whichever occurs first.

**B. Check applicable terms**

The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's \_\_\_\_\_ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within \_\_\_\_\_ months of the commencement date specified in the notice to proceed or as modified by subsequent Amendment or Supplemental Agreement.

The project services to be rendered by the Consultant for each task assignment will commence, upon written notice from the Department's \_\_\_\_\_, and will be completed within the time period specified in each task assignment. All services performed under this contract will be completed within \_\_\_\_\_ months from the date of this Agreement. The total fee for all accumulated task assignments may not exceed \_\_\_\_\_.

The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's \_\_\_\_\_ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within \_\_\_\_\_ calendar days following completion of the construction contract(s) with which consultant services are associated. The anticipated length of the consultant services is \_\_\_\_\_ months.

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**3. INSURANCE**

The amount of liability insurance to be maintained by the Consultant in accordance with Section 4.B of the **Standard Professional Services Agreement Terms for American Recovery & Reinvestment Act Projects** is \_\_\_\_\_.

**4. SUBCONTRACTS**

The following subconsultants are authorized under this Agreement in accordance with Section 7.A. of the **Standard Professional Services Agreement Terms for American Recovery & Reinvestment Act Projects**:

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

**5. COMPENSATION**

The Department agrees to pay the Consultant compensation as detailed in Exhibit "B", attached hereto and made a part hereof.

**6. MISCELLANEOUS**

A. Reference in this Agreement to Director will mean the \_\_\_\_\_

B. The services provided herein do involve the expenditure of federal funds. Section 9 of the **Standard Professional Services Agreement Terms for American Recovery & Reinvestment Act Projects** is incorporated by reference.

C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Standard Professional Services Agreement Terms for American Recovery & Reinvestment Act Projects  
Page A-1 through Page A-\_\_\_\_\_ : Exhibit "A", Scope of Services  
Page B-1 through Page B-\_\_\_\_\_ : Exhibit "B", Method of Compensation

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Name of Consultant

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_

\_\_\_\_\_  
(Print/Type)

\_\_\_\_\_  
(Print/Type)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

FOR DEPARTMENT USE ONLY

APPROVED: \_\_\_\_\_  
Professional Services Unit  
PROCUREMENT

LEGAL REVIEW: \_\_\_\_\_  
General Counsel Office