

**Road Striping
ITB # 2009-015**

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

(Print/Type)

Title: _____

BY: _____

(Print/Type)

Title: _____

FOR DEPARTMENT USE ONLY

APPROVED: _____
Professional Services Unit
PROCUREMENT

LEGAL REVIEW: _____
General Counsel Office