PROFESSIONAL SERVICES AGREEMENT

Contract # _____

for

“ ”

THIS AGREEMENT is made and entered into this ____ day of _____, 20 ___ by and between the Board of County Commissioners for Collier County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the “COUNTY”) and _____authorized to do business in the State of Florida, whose business address is _____ (hereinafter referred to as the "CONSULTANT" and/or “CONTRACTOR”).

W I T N E S S E T H:

WHEREAS, the COUNTY desires to obtain the professional services of the CONSULTANT concerning_____ _____ (hereinafter referred to as the "Project"), said services in accordance with the provisions of Section 287.055, Florida Statutes being more fully described in Schedule A, "Scope of Services", which is attached hereto and incorporated herein;

WHEREAS, the CONSULTANT has submitted a proposal for provision of those services; and;

WHEREAS, the CONSULTANT represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE ONE
CONSULTANT'S RESPONSIBILITY

1.1. CONSULTANT shall provide to COUNTY professional services in all phases of the Project to which this Agreement applies.

1.2. The Basic Services to be performed by CONSULTANT hereunder are set forth in the Scope of Services described in detail in Schedule A. The total compensation to be paid CONSULTANT by the COUNTY for all Basic Services is set forth in Article Five and Schedule B, "Basis of Compensation", which is attached hereto and incorporated herein.

1.3. The CONSULTANT agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONSULTANT pursuant to this Agreement.

1.4. The CONSULTANT agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services to the COUNTY.

1.5. CONSULTANT designates _____ a qualified licensed professional to serve as the CONSULTANT's project coordinator (hereinafter referred to as the "Project Coordinator"). The Project Coordinator is authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement. Further, the Project Coordinator has full authority to bind and obligate the CONSULTANT on all matters arising out of or relating to this Agreement. The CONSULTANT agrees that the Project Coordinator shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the CONSULTANT hereunder. The Project Coordinator shall not be removed by CONSULTANT from the Project without the COUNTY's prior written approval, and if so removed must be immediately replaced with a person acceptable to the COUNTY.

1.6. CONSULTANT agrees, within fourteen (14) calendar days of receipt of a written request from the COUNTY to promptly remove and replace the Project Coordinator, or any other personnel employed or retained by the CONSULTANT, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the CONSULTANT to provide and perform services or work pursuant to the requirements of this Agreement, said request may be made with or without cause. Any personnel so removed must be immediately replaced with a person acceptable to the COUNTY.

1.7. The CONSULTANT represents to the COUNTY that it has expertise in the type of professional services that will be performed pursuant to this Agreement and has extensive experience with projects similar to the Project required hereunder. The CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the COUNTY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all applicable laws, statutes, including but not limited to ordinances, codes, rules, regulations and requirements of any governmental agencies, and the Florida Building Code where applicable, which regulate or have jurisdiction over the Services to be provided and performed by CONSULTANT hereunder, the Local Government Prompt Payment Act (218.735 and 218.76 F.S.), as amended, and the Florida Public Records Law Chapter 119, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(b) as stated as follows:

IT IS THE CONSULTANTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Communications, Government and Public Affairs Division
3299 Tamiami Trail East, Suite 801
Naples, FL 34112-5746
Telephone: (239) 252-8999
Email: PublicRecordRequest@collier.gov

The Consultant must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If Consultant observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this Agreement and the County shall have the discretion to unilaterally terminate this Agreement immediately.

1.8. In the event of any conflicts in these requirements, the CONSULTANT shall notify the COUNTY of such conflict and utilize its best professional judgment to advise the COUNTY regarding resolution of each such conflict. The COUNTYS approval of the design documents in no way relieves CONSULTANT of its obligation to deliver complete and accurate documents necessary for successful construction of the Project.

1.9. The COUNTY reserves the right to deduct portions of the (monthly) invoiced (task) amount for the following: Tasks not completed within the expressed time frame, including required deliverables, incomplete and/or deficient documents, failure to comply with local, state and/or federal requirements and/or codes and ordinances applicable to CONSULTANT's performance of the work as related to the project. This list is not deemed to be all-inclusive, and the COUNTY reserves the right to make sole determination regarding deductions. After notification of deficiency, if the CONSULANT fails to correct the deficiency within the specified timeframe, these funds would be forfeited by the CONSULTANT. The COUNTY may also deduct or charge the CONSULTANT for services and/or items necessary to correct the deficiencies directly related to the CONSULTANT's non-performance whether or not the COUNTY obtained substitute performance.

1.10. CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without the COUNTY's prior written consent, or unless incident to the proper performance of the CONSULTANT'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions

of this paragraph. CONSULTANT shall provide the COUNTY prompt written notice of any such subpoenas.

1.11. As directed by the COUNTY, all plans and drawings referencing a specific geographic area must be submitted in an AutoCAD DWG or MicroStation DGN digital format, drawn in the Florida State Plane East (US Feet) Coordinate System (NAD 83/90). The drawings should either reference specific established Survey Monumentation, such as Certified Section Corners (Half or Quarter Sections are also acceptable), or when implemented, derived from the RTK (Real-Time Kinematic) GPS Network as provided by the COUNTY. Information layers shall have common naming conventions (i.e. right-of-way - ROW, centerlines - CL, edge-of-pavement - EOP, etc.), and adhere to industry standard CAD specifications.

ARTICLE TWO
ADDITIONAL SERVICES OF CONSULTANT

2.1. If authorized in writing by the COUNTY through a Change Order or Amendment to this Agreement, CONSULTANT shall furnish or obtain from others Additional Services of the types listed in Article Two herein. The agreed upon scope, compensation and schedule for Additional Services shall be set forth in the Change Order or Amendment authorizing those Additional Services. With respect to the individuals with authority to authorize Additional Services under this Agreement, such authority will be as established in the COUNTY's Procurement Ordinance and Procedures in effect at the time such services are authorized. These services will be paid for by the COUNTY as indicated in Article Five and Schedule B. Except in an emergency endangering life or property, any Additional Services must be approved in writing via a Change Order or an Amendment to this Agreement prior to starting such services. The COUNTY will not be responsible for the costs of Additional Services commenced without such express prior written approval. Failure to obtain such prior written approval for Additional Services will be deemed: (i) a waiver of any claim by CONSULTANT for such Additional Services and (ii) an admission by CONSULTANT that such Work is not additional but rather a part of the Basic Services required of CONSULTANT hereunder. If the COUNTY determines that a change in the Agreement is required because of the action taken by CONSULTANT in response to an emergency, an Amendment shall be issued to document the consequences of the changes or variations, provided that CONSULTANT has delivered written notice to the COUNTY of the emergency within forty-eight (48) hours from when CONSULTANT knew or should have known of its occurrence. Failure to provide the forty-eight (48) hour written notice noted above, waives CONSULTANT's right it otherwise may have had to seek an adjustment to its compensation or time of performance under this Agreement. The following services, if not otherwise specified in Schedule A as part of Basic Services, shall be Additional Services:

2.1.1 Preparation of applications and supporting documents (except those already to be furnished under this Agreement) for private or governmental grants, loans, bond issues or advances in connection with the Project.

2.1.2 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, the COUNTY's schedule or character of construction; and revising studies, reports, design documents or Contract Documents previously accepted by the COUNTY when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control and fault.

2.1.3 Providing renderings or models for the COUNTY's use.

2.1.4 Investigations and studies involving detailed consideration of operations, maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; and evaluating processes available for licensing and assisting the COUNTY in obtaining such process licensing.

2.1.5 Furnishing services of independent professional associates and consultants for other than the Basic Services to be provided by CONSULTANT hereunder.

2.1.6 Services during travel outside of Collier and Lee Counties required of CONSULTANT and directed by the COUNTY, other than visits to the Project site or the COUNTY's office.

2.1.7 Preparation of operating, maintenance and staffing manuals, except as otherwise provided for herein.

2.1.8 Preparing to serve or serving as a CONSULTANT or witness for the COUNTY in any litigation, or other legal or administrative proceeding, involving the Project (except for assistance in consultations which are included as part of the Basic Services to be provided herein).

2.1.9 Additional services rendered by CONSULTANT in connection with the Project, not otherwise provided for in this Agreement or not customarily furnished in Collier County as part of the Basic Services in accordance with generally accepted professional practice.

ARTICLE THREE
THE COUNTY'S RESPONSIBILITIES

3.1. The COUNTY shall designate in writing a project manager to act as the COUNTY's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "Project Manager"). The Project Manager shall have authority to transmit instructions, receive information, interpret and define the COUNTY's policies and decisions with respect to CONSULTANT's services for the Project. However, the Project Manager is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

a. The scope of services to be provided and performed by the CONSULTANT hereunder;
b. The time the CONSULTANT is obligated to commence and complete all such services; or
c. The amount of compensation the COUNTY is obligated or committed to pay the CONSULTANT.

3.2. The Project Manager shall:

a. Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed in accordance with this Agreement;
b. Provide all criteria and information requested by CONSULTANT as to the COUNTY 's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
c. Upon request from CONSULTANT, assist CONSULTANT by placing at CONSULTANT's disposal all available information in the COUNTY's possession pertinent to the Project,

including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to the Project;

d. Arrange for access to and make all provisions for CONSULTANT to enter the Project site to perform the services to be provided by CONSULTANT under this Agreement; and
e. Provide notice to CONSULTANT of any deficiencies or defects discovered by the COUNTY with respect to the services to be rendered by CONSULTANT hereunder.

ARTICLE FOUR
TIME

4.1. Services to be rendered by CONSULTANT shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the COUNTY for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Milestone Schedule attached hereto and made a part hereof as Schedule C. Time is of the essence with respect to the performance of this Agreement.

4.2. Should CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of CONSULTANT, and not due to its own fault or neglect, including but not restricted to acts of nature or of public enemy, acts of government or of the COUNTY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then CONSULTANT shall notify the COUNTY in writing within five (5) working days after commencement of such delay, stating the specific cause or causes thereof, or be deemed to have waived any right which CONSULTANT may have had to request a time extension for that specific delay.

4.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of CONSULTANT's services from any cause whatsoever, including those for which the COUNTY may be responsible in whole or in part, shall relieve CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. CONSULTANT's sole remedy against the COUNTY will be the right to seek an extension of time to its schedule provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned “No Damage For Delay” provision. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of CONSULTANT, the services to be provided hereunder have been delayed for a total of 180 calendar days, CONSULTANT’s compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by CONSULTANT, if any, as a result of such delays.

4.4. Should the CONSULTANT fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely manner, in addition to any other rights or remedies available to the COUNTY hereunder, the COUNTY at its sole discretion and option may withhold any and all payments due and owing to the CONSULTANT until such time as the CONSULTANT resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the COUNTY's satisfaction that the CONSULTANT's performance is or will shortly be back on schedule.

4.5. In no event shall any approval by the COUNTY authorizing CONSULTANT to continue performing Work under this Agreement or any payment issued by the COUNTY to CONSULTANT be deemed a waiver of any right or claim the COUNTY may have against CONSULTANT for delay or any other damages hereunder.

ARTICLE FIVE
COMPENSATION

5.1. Compensation and the manner of payment of such compensation by the COUNTY for services rendered hereunder by CONSULTANT shall be as prescribed in Schedule B, entitled "Basis of Compensation", which is attached hereto and made a part hereof. The Project Manager, or designee, reserves the right to utilize any of the following Price Methodologies:

Lump Sum (Fixed Price): A firm fixed total price offering for a project; the risks are transferred from the COUNTY to the CONSULTANT; and, as a business practice there are no hourly or material invoices presented, rather, the CONSULTANT must perform to the satisfaction of the COUNTY's Project Manager before payment for the fixed price contract is authorized.

Time and Materials(not to exceed): The COUNTY agrees to pay the contractor for the amount of labor time spent by the CONSULTANT 's employees and subcontractors to perform the work (number of hours times hourly rate), and for materials and equipment used in the project (cost of materials plus the contractor's mark-up). This methodology is generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project.

5.2. The hourly rates as set forth and identified in Schedule B, which is attached hereto, shall apply only to tasks procured under the Time and Materials pricing methodology specified in paragraph 5.1 above. ☐ **Grant Funded**: The hourly rates as set forth and identified in Schedule B, which is attached hereto, are for purposes of providing estimate(s), as required by the grantor agency.

ARTICLE SIX
THE OWNERSHIP OF DOCUMENTS

6.1. Upon the completion or termination of this Agreement, as directed by the COUNTY, CONSULTANT shall deliver to the COUNTY copies or originals of all records, documents, drawings, notes, tracings, plans, MicroStation or AutoCAD files, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by or for CONSULTANT under this Agreement ("Project Documents"). The COUNTY shall specify whether the originals or copies of such Project Documents are to be delivered by CONSULTANT. CONSULTANT shall be solely responsible for all costs associated with delivering to the COUNTY the Project Documents. CONSULTANT, at its own expense, may retain copies of the Project Documents for its files and internal use.

6.2. Notwithstanding anything in this Agreement to the contrary and without requiring the COUNTY to pay any additional compensation, CONSULTANT hereby grants to the COUNTY a nonexclusive, irrevocable license in all of the Project Documents for the COUNTY's use on this Project. CONSULTANT warrants to the COUNTY that it has full right and authority to grant this license to the COUNTY. Further, CONSULTANT consents to the COUNTY's use of the Project Documents to complete the Project following CONSULTANT's termination for any reason or to perform additions to or remodeling, replacement or renovations of the Project. CONSULTANT also acknowledges the

COUNTY may be making Project Documents available for review and information to various third parties and hereby consents to such use by the COUNTY.

ARTICLE SEVEN
MAINTENANCE OF RECORDS

7.1. CONSULTANT will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five (5) years from (a) the date of termination of this Agreement or (b) the date the Project is completed, whichever is later, or such later date as may be required by law. The COUNTY, or any duly authorized agents or representatives of the COUNTY, shall, free of charge, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above, or such later date as may be required by law; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE EIGHT
INDEMNIFICATION

8.1. To the maximum extent permitted by Florida law, CONSULTANT shall indemnify and hold harmless the COUNTY, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or anyone employed or utilized by the CONSULTANT in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph 8.1.

8.2. To the extent that the Agreement that the work pertains to a "Professional Services Contract" as defined in Section 725.08(3), Florida Statutes, and the CONSULTANT is a "Design Professional" as defined in Section 725.08(4), Florida Statutes, the indemnification provided herein shall be limited as provided in Sections 725.08(1) & (2), Florida Statutes.

ARTICLE NINE
INSURANCE

9.1. CONSULTANT shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in SCHEDULE D to this Agreement.

9.2. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

9.3. All insurance policies required by this Agreement shall include the following provisions and conditions by endorsement to the policies:

9.3.1. All insurance policies, other than the Business Automobile policy, Professional Liability policy, and the Workers Compensation policy, provided by CONSULTANT to meet the requirements of this Agreement shall name Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government, as an additional insured as to the operations of CONSULTANT under this Agreement and shall contain a severability of interests' provisions.

9.3.2. Companies issuing the insurance policy or policies shall have no recourse against the COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of CONSULTANT.

9.3.3. All insurance coverage of CONSULTANT shall be primary to any insurance or self-insurance program carried by the COUNTY applicable to this Project, and the "Other Insurance" provisions of any policies obtained by CONSULTANT shall not apply to any insurance or self-insurance program carried by the COUNTY applicable to this Project.

9.3.4. The Certificates of Insurance must read: **For any and all work performed on behalf of Collier County,** or reference this contract number.

9.3.5. All insurance policies shall be fully performable in Collier County, Florida, and shall be construed in accordance with the laws of the State of Florida.

9.4. CONSULTANT, its subconsultants and the COUNTY shall waive all rights against each other for damages covered by insurance to the extent insurance proceeds are paid and received by the COUNTY, except such rights as they may have to the proceeds of such insurance held by any of them.

9.5. All insurance companies from whom CONSULTANT obtains the insurance policies required hereunder must meet the following minimum requirements:

9.5.1. The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.

9.5.2. The insurance company must have a current A. M. Best financial rating of "Class VI" or higher.

ARTICLE TEN
SERVICES BY CONSULTANT'S OWN STAFF

10.1. The services to be performed hereunder shall be performed by CONSULTANT's own staff, unless otherwise authorized in writing by the COUNTY. The employment of, contract with, or use of the services of any other person or firm by CONSULTANT, as independent consultant or otherwise, shall be subject to the prior written approval of the COUNTY. No provision of this Agreement shall, however, be construed as constituting an agreement between the COUNTY and any such other person or firm. Nor shall anything in this Agreement be deemed to give any such party or any third party any claim or right of action against the COUNTY beyond such as may then otherwise exist without regard to this Agreement.

10.2. Attached as Schedule F is a listing of all key personnel CONSULTANT intends to assign to the Project to perform the Services required hereunder. Such personnel shall be committed to this Project in accordance with the percentages noted in Schedule F. All personnel, identified in Schedule F shall not be removed or replaced without the COUNTY's prior written consent.

10.3. CONSULTANT is liable for all the acts or omissions of its subconsultants or subcontractors. By appropriate written agreement, the CONSULTANT shall require each subconsultant or subcontractor, to the extent of the Services to be performed by the subconsultant or subcontractor, to be bound to the CONSULTANT by the terms of this Agreement, and to assume toward the

CONSULTANT all the obligations and responsibilities which the CONSULTANT, by this Agreement, assumes toward the COUNTY. Each subconsultant or subcontract agreement shall preserve and protect the rights of the COUNTY under this Agreement with respect to the Services to be performed by the subconsultant or subcontractor so that the sub consulting or subcontracting thereof will not prejudice such rights. Where appropriate, the CONSULTANT shall require each subconsultant or subcontractor to enter into similar agreements with its sub-subconsultants or sub-subcontractors.

10.4. CONSULTANT acknowledges and agrees that the COUNTY is a third-party beneficiary of each contract entered into between CONSULTANT and each subconsultant or subcontractor, however nothing in this Agreement shall be construed to create any contractual relationship between the COUNTY and any subconsultant or subcontractor. Further, all such contracts shall provide that, at the COUNTY's discretion, they are assignable to the COUNTY upon any termination of this Agreement.

ARTICLE ELEVEN
WAIVER OF CLAIMS

11.1. CONSULTANT's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the COUNTY arising out of this Agreement or otherwise related to the Project, and except those previously made in writing in accordance with the terms of this Agreement and identified by CONSULTANT as unsettled at the time of the final payment. Neither the acceptance of CONSULTANT's services nor payment by the COUNTY shall be deemed to be a waiver of any of the COUNTY's rights against CONSULTANT.

ARTICLE TWELVE
TERMINATION OR SUSPENSION

12.1. CONSULTANT shall be considered in material default of this Agreement and such default will be considered cause for the COUNTY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) CONSULTANT's failure to begin services under the Agreement within the times specified under the Notice(s) to Proceed, or (b) CONSULTANT's failure to properly and timely perform the services to be provided hereunder or as directed by the COUNTY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONSULTANT or by any of CONSULTANT's principals, officers or directors, or (d) CONSULTANT's failure to obey any laws, ordinances, regulations or other codes of conduct, or (e) CONSULTANT's failure to perform or abide by the terms and conditions of this Agreement, or (f) for any other just cause. The COUNTY may so terminate this Agreement, in whole or in part, by giving the CONSULTANT seven (7) calendar days written notice of the material default.

12.2. If, after notice of termination of this Agreement as provided for in paragraph 12.1 above, it is determined for any reason that CONSULTANT was not in default, or that its default was excusable, or that the COUNTY otherwise was not entitled to the remedy against CONSULTANT provided for in paragraph 12.1, then the notice of termination given pursuant to paragraph 12.1 shall be deemed to be the notice of termination provided for in paragraph 12.3, below, and CONSULTANT's remedies against the COUNTY shall be the same as and be limited to those afforded CONSULTANT under paragraph 12.3, below.

12.3. The COUNTY shall have the right to terminate this Agreement, in whole or in part, without cause upon seven (7) calendar days written notice to CONSULTANT. In the event of such termination for convenience, CONSULTANT'S recovery against the COUNTY shall be limited to that portion of

the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by CONSULTANT that are directly attributable to the termination, but CONSULTANT shall not be entitled to any other or further recovery against the COUNTY, including, but not limited to, anticipated fees or profits on work not required to be performed. CONSULTANT must mitigate all such costs to the greatest extent reasonably possible.

12.4. Upon termination and as directed by the COUNTY, the CONSULTANT shall deliver to the COUNTY all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement, including those described in Article 6, that are in CONSULTANT's possession or under its control.

12.5. The COUNTY shall have the power to suspend all or any portions of the services to be provided by CONSULTANT hereunder upon giving CONSULTANT two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the CONSULTANT's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

12.6. In the event (i) the COUNTY fails to make any undisputed payment to CONSULTANT within forty-five (45) days after such payment is due or such other time as required by Florida's Prompt Payment Act or (ii) the COUNTY otherwise persistently fails to fulfill some material obligation owed by the COUNTY to CONSULTANT under this Agreement, and (ii) the COUNTY has failed to cure such default within fourteen (14) days of receiving written notice of same from CONSULTANT, then CONSULTANT may stop its performance under this Agreement until such default is cured, after giving THE COUNTY a second fourteen (14) days written notice of CONSULTANT's intention to stop performance under the Agreement. If the Services are so stopped for a period of one hundred and twenty (120) consecutive days through no act or fault of the CONSULTANT or its subconsultant or subcontractor or their agents or employees or any other persons performing portions of the Services under contract with the CONSULTANT, the CONSULTANT may terminate this Agreement by giving written notice to the COUNTY of CONSULTANT's intent to terminate this Agreement. If the COUNTY does not cure its default within fourteen (14) days after receipt of CONSULTANT's written notice, CONSULTANT may, upon fourteen (14) additional days' written notice to the COUNTY, terminate the Agreement and recover from the COUNTY payment for Services performed through the termination date, but in no event, shall CONSULTANT be entitled to payment for Services not performed or any other damages from the COUNTY.

ARTICLE THIRTEEN
TRUTH IN NEGOTIATION REPRESENTATIONS

13.1. CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

13.2. In accordance with provisions of Section 287.055, (5)(a), Florida Statutes, the CONSULTANT agrees to execute the required Truth-In-Negotiation Certificate, attached hereto and incorporated herein as Schedule E, certifying that wage rates and other factual unit costs supporting the compensation for CONSULTANT's services to be provided under this Agreement are accurate, complete and current at the time of the Agreement. The CONSULTANT agrees that the original

Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE FOURTEEN
CONFLICT OF INTEREST

14.1. CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. CONSULTANT further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE FIFTEEN
MODIFICATION

15.1. No modification or change in this Agreement shall be valid or binding upon either party unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE SIXTEEN
NOTICES AND ADDRESS OF RECORD

16.1. All notices required or made pursuant to this Agreement to be given by the CONSULTANT to the COUNTY shall be in writing and shall be delivered by hand, email, or by United States Postal Service Department, first class mail service, postage prepaid, addressed to the following the COUNTY's address of record:

Board of County Commissioners for Collier County, Florida

Division Name: _____
Division Director: _____

Address: _____
_____

Administrative Agent/PM: _____
Telephone: _____
E-Mail(s): _____

16.2. All notices required or made pursuant to this Agreement to be given by the COUNTY to the CONSULTANT shall be made in writing and shall be delivered by hand, email or by the United States Postal Service Department, first class mail service, postage prepaid, addressed to the following CONSULTANT's address of record:

Company Name: _____

Address: _____
_____

Attention Name & Title: _____
Telephone: _____
E-Mail(s): _____

16.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE SEVENTEEN
MISCELLANEOUS

17.1. CONSULTANT, in representing the COUNTY, shall promote the best interests of the COUNTY and assume towards the COUNTY a duty of the highest trust, confidence, and fair dealing.

17.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

17.3. This Agreement is not assignable, or otherwise transferable in whole or in part, by CONSULTANT without the prior written consent of the COUNTY.

17.4. Waivers by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

17.5. The headings of the Articles, Schedules, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Schedules, Parts and Attachments.

17.6. This Agreement, including the referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

17.7. Unless otherwise expressly noted herein, all representations and covenants of the parties shall survive the expiration or termination of this Agreement.

17.8. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17.9. The terms and conditions of the following Schedules attached hereto are by this reference incorporated herein:

Schedule A Scope of Services
Schedule B Basis of Compensation
Schedule C Project Milestone Schedule
Schedule D Insurance Coverage
Schedule E **CCNA Projects**: Truth In Negotiation Certificate
Schedule F Key Personnel
Schedule G Federal Contract Provisions and Assurances
Schedule H Affidavit Regarding Labor and Services and Foreign Country of Concern
Schedule I Other: _____

Solicitation # _____, including all Attachment(s), Exhibit(s) & Addendum Consultant's Proposal

17.10. **Grant Funded Projects (only applicable to Grant funded projects):** In the event of any conflict between or among the terms of any of the Contract Documents and/or the COUNTY's Board approved Executive Summary, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Grant Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the CONSULTANT at the COUNTY's discretion.

ARTICLE EIGHTEEN
APPLICABLE LAW

18.1. This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by such laws, rules and regulations of the United States as made applicable to services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

ARTICLE NINETEEN
SECURING AGREEMENT/PUBLIC ENTITY CRIMES

19.1. CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. At the time this Agreement is executed, CONSULTANT shall sign and deliver to the COUNTY the Truth-In-Negotiation Certificate identified in Article 13 and attached hereto and made a part hereof as Schedule E. CONSULTANT's compensation shall be adjusted to exclude any sums by which the COUNTY determines the compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

19.2. By its execution of this Agreement, CONSULTANT acknowledges that it has been informed by the COUNTY of and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY

TWO for a period of 36 months following the date of being placed on the convicted vendor list."

ARTICLE TWENTY
DISPUTE RESOLUTION

20.1. Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of CONSULTANT with full decision-making authority and by the COUNTY's staff person who would make the presentation of any settlement reached during negotiations to the COUNTY for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of CONSULTANT with full decision-making authority and by the COUNTY's staff person who would make the presentation of any settlement reached at mediation to the COUNTY's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

20.2. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

ARTICLE TWENTY-ONE
IMMIGRATION LAW COMPLIANCE

21.1. By executing and entering into this agreement, the CONSULTANT is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended, as well as the Florida state law requirements set forth in Florida Statute, §448.095, as may be amended. Failure by the CONSULTANT to comply with the laws referenced herein shall constitute a breach of this agreement and the COUNTY shall have the discretion to unilaterally terminate this Agreement immediately.

[Signature page to follow this page]

******Remainder of page intentionally left blank******

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Agreement the day and year first written above.

ATTEST:

Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

By:_____

Date:_____

BOARD OF COUNTY COMMISSIONERS FOR COLLIER COUNTY, FLORIDA

By: _____

_____, Chairman

Approved as to Form and Legality:

_____
_____ County Attorney

_____
Name

Consultant:

Consultant's Witnesses:

_____

_____
Witness

By: _____

_____
Name and Title

_____
Name and Title

_____
Witness

_____

Name and Title

SCHEDULE A

SCOPE OF SERVICES

following this page (pages ____ through ___)

SCHEDULE B

BASIS OF COMPENSATION

1. MONTHLY STATUS REPORTS

B.1.1. As a condition precedent to payment, CONSULTANT shall submit to the COUNTY as part of its monthly invoice a progress report reflecting the Project status, in terms of the total work effort estimated to be required for the completion of the Basic Services and any authorized Additional Services, as of the last day of the subject monthly billing cycle. Among other things, the report shall show all Service items and the percentage complete of each item.

2. COMPENSATION TO CONSULTANT

B.2.1. For the Basic Services provided for in this Agreement, the COUNTY agrees to make the payments to CONSULTANT in accordance with the terms stated below. Payments will be made in accordance with the following Schedule; however, the payment of any particular line item noted below shall not be due until services associated with any such line item have been completed or partially completed to the COUNTY's reasonable satisfaction. Lump sum payments will be made upon the percentage complete. In no event shall such Time and Materials compensation exceed the amounts set forth in the table below.

Tasks/Item	Description	Lump Sum	Time and Materials Not-To-Exceed
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
	Total Lump Sum Fee	$	
	Total Time and Materials Fee		$
	GRAND TOTAL FEE	$	

B.2.2. ☐* Time and Material Fees: The fees noted in Section B.2.1. shall constitute the amounts to be paid to CONSULTANT for the performance of the Basic Services. Direct Labor Costs mean the actual salaries and wages (basic, premium and incentive) paid to CONSULTANT's personnel, with respect to this Project, including all indirect payroll related costs and fringe benefits, all in accordance with and not in excess of the rates set forth in the Attachment 1 to this Schedule B. With each monthly Application for Payment, CONSULTANT shall submit detailed time records, and any other documentation reasonably required by the COUNTY, regarding CONSULTANT's Direct Labor Costs incurred at the time of billing, to be reviewed and approved by the COUNTY. There shall be no overtime pay without the COUNTY's prior written approval.

B.2.2.1. Notwithstanding anything herein to the contrary, in no event may CONSULTANT's monthly billings, on a cumulative basis, exceed the sum determined by multiplying the applicable not to exceed task(s) limits by the percentage the COUNTY has determined CONSULTANT has completed such task as of that particular monthly billing.

B.2.3. ☐* Lump Sum Fees: The fees noted in Section 2.1. shall constitute the lump sum amount to be paid to CONSULTANT for the performance of the Basic Services. There shall be no overtime pay without the COUNTY's prior written approval.

B.2.3.1 CONSULTANT shall submit, with each of the monthly status reports provided for under Section B.1.1 of this Schedule B, an invoice for fees earned in the performance of Basic Services and Additional Services during the subject billing month.

B.2.4. For Additional Services provided pursuant to Article 2 of the Agreement, if any, the COUNTY agrees to pay CONSULTANT a negotiated total fee and Reimbursable Expenses based on the services to be provided and as set forth in the Amendment authorizing such Additional Services. The negotiated fee shall be based upon the rates specified in Attachment 1 to this Schedule B and all Reimbursable Expenses shall comply with the provision of Section 3.4.1 below. There shall be no overtime pay on Additional Services without the COUNTY's prior written approval.

B.2.5. The compensation provided for under Section B.2.1 of this Schedule B, shall be the total and complete amount payable to CONSULTANT for the Basic Services to be performed under the provisions of this Agreement, and shall include the cost of all materials, equipment, supplies and out-of-pocket expenses incurred in the performance of all such services.

B.2.6. Notwithstanding anything in the Agreement to the contrary, CONSULTANT acknowledges and agrees that in the event of a dispute concerning payments for Services performed under this Agreement, CONSULTANT shall continue to perform the Services required of it under this Agreement, as directed by the COUNTY, pending resolution of the dispute provided that the COUNTY continues to pay to CONSULTANT all amounts that the COUNTY does not dispute are due and payable.

3. SCHEDULE OF PAYMENTS

B.3.1. Notwithstanding anything herein to the contrary, the CONSULTANT shall submit no more than one invoice per month for all fees earned that month for both Basic Services and Additional Services. Invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by the COUNTY.

B.3.1.1 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this Agreement.

B.3.2. Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to CONSULTANT for correction. Invoices shall be submitted on

CONSULTANT's letterhead and must include the Purchase Order Number and Project name and shall not be submitted more than one time monthly.

B.3.3. Payments for Additional Services of CONSULTANT as defined in Article 2 hereinabove and for reimbursable expenses will be made monthly upon presentation of a detailed invoice with supporting documentation.

B.3.4. Unless specific rates have been established in Attachment 1, attached to this Schedule B, CONSULTANT agrees that, with respect to any subconsultant or subcontractor to be utilized by CONSULTANT for this Agreement or Additional Services, CONSULTANT shall be limited to a maximum markup of five percent (5%) on the fees and expenses associated with such subconsultants and subcontractors.

B.3.4.1 Reimbursable Expenses must comply with §112.061, Fla. Stat., or as set forth in the Agreement, be charged without mark-up by the CONSULTANT, and shall consist only of the following items:

B.3.4.1.1. Cost for reproducing documents that exceed the number of documents described in this Agreement and postage and handling of Drawings and Specifications.

B.3.4.1.2. Travel expenses reasonably and necessarily incurred with respect to Project related trips, to the extent such trips are approved by the COUNTY. Such expenses, if approved by the COUNTY, may include coach airfare, standard accommodations and meals, all in accordance with §112.061, Fla. Stat. Further, such expenses, if approved by the COUNTY, may include mileage for trips that are from/to destinations outside of Collier or Lee Counties. Such trips within Collier and Lee Counties are expressly excluded.

B.3.4.1.3. Permit Fees required by the Project.

B.3.4.1.4. Expense of overtime work requiring higher than regular rates approved in advance and in writing by the COUNTY.

B.3.4.1.5. Expense of models for the County's use.

B.3.4.1.6. Other items on request and approved in writing by the COUNTY.

B.3.4.1.7. The CONSULTANT shall bear and pay all overhead and other expenses, except for authorized reimbursable expenses, incurred by CONSULTANT in the performance of the Services.

B.3.4.1.8. Records of Reimbursable Expenses shall be kept on a generally recognized accounting basis.

B.3.5. The CONSULTANT shall obtain the prior written approval of the COUNTY before incurring any reimbursable expenses, and absent such prior approval, no expenses incurred by CONSULTANT will be deemed to be a reimbursable expense.

[END OF SCHEDULE B]

SCHEDULE B – ATTACHMENT 1

CONSULTANT'S HOURLY RATE SCHEDULE

Title	Hourly Rate

SCHEDULE C

PROJECT MILESTONE SCHEDULE

Task/Item	Description	Number of Calendar Days For Completion of Task from Date of Notice to Proceed

SCHEDULE D

INSURANCE COVERAGE

1. The amounts and types of insurance coverage shall conform to the following minimum requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If CONSULTANT has any self-insured retentions or deductibles under any of the below listed minimum required coverages, CONSULTANT must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be CONSULTANT's sole responsibility.

2. The insurance required by this Agreement shall be written for not less than the limits specified herein or required by law, whichever is greater.

3. Coverages shall be maintained without interruption from the date of commencement of the services until the date of completion and acceptance of the Project by the COUNTY or as specified in this Agreement, whichever is longer.

4. Certificates of insurance acceptable to the COUNTY shall be filed with the COUNTY within ten (10) calendar days after Notice of Award is received by CONSULTANT evidencing the fact that CONSULTANT has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to the COUNTY, on a timely basis, if requested by the COUNTY. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the COUNTY. CONSULTANT shall also notify the COUNTY, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CONSULTANT from its insurer, and nothing contained herein shall relieve CONSULTANT of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by CONSULTANT hereunder, CONSULTANT shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

5. All insurance coverages of the CONSULTANT shall be primary to any insurance or self-insurance program carried by the COUNTY applicable to this Project.

6. The acceptance by the COUNTY of any Certificate of Insurance does not constitute approval or agreement by the COUNTY that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Agreement.

7. CONSULTANT shall require each of its subconsultants to procure and maintain, until the completion of the subconsultant's services, insurance of the types and to the limits specified in this Section except to the extent such insurance requirements for the subconsultant are expressly waived in writing by the COUNTY.

8. Should at any time the CONSULTANT not maintain the insurance coverages required herein, the COUNTY may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the CONSULTANT for such coverages purchased. If CONSULTANT fails to reimburse the COUNTY for such costs within thirty (30) days after demand, the COUNTY has the right to offset these costs from any amount due CONSULTANT under this Agreement or any other agreement between the COUNTY and CONSULTANT. The COUNTY shall be under no obligation to

purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the COUNTY to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Agreement.

9. If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the services required hereunder or termination of the Agreement, the CONSULTANT shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than three (3) business days after the renewal of the policy(ies). Failure of the Contractor to provide the COUNTY with such renewal certificate(s) shall be deemed a material breach by CONSULTANT and the COUNTY may terminate the Agreement for cause.

Sections checked (☐) are required by this Agreement.

10. ☐ **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY.** Workers' Compensation and Employers' Liability Insurance shall be maintained by the CONSULTANT during the term of this Agreement for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. The amounts of such insurance shall not be less than:

a. Worker's Compensation - Florida Statutory Requirements

b. Employers' Liability - The coverage must include Employers' Liability with a minimum limit of **$_____** for each accident.

The insurance company shall waive all claims rights against the COUNTY and the policy shall be so endorsed.

11. ☐ **United States Longshoreman's and Harbor Worker's Act** coverage shall be maintained where applicable to the completion of the work. Coverage shall have minimum limits of **$_____** Per Claim/Occurrence.

12. ☐ **Maritime Coverage (Jones Act)** shall be maintained where applicable to the completion of the work. Coverage shall have minimum limits of **$_____** Per Claim/Occurrence.

13. ☐ **COMMERCIAL GENERAL LIABILITY.**

A. Commercial General Liability Insurance, written on an "occurrence" basis, shall be maintained by the CONSULTANT. Coverage will include, but not be limited to, Bodily Injury, Property Damage, Personal Injury, Contractual Liability for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations and Products and Completed Operations Coverage. Products and Completed Operations coverage shall be maintained for a period of not less than five (5) years following the completion and acceptance by the COUNTY of the work under this Agreement. Limits of Liability shall not be less than the following:

Coverage shall have minimum limits of **$_____** Per Occurrence, **$_____** aggregate.

B. The General Aggregate Limit shall apply separately to this Project and the policy shall be endorsed using the following endorsement wording. "This endorsement modifies insurance provided under the following: Commercial General Liability Coverage Part. The General Aggregate Limit under LIMITS OF INSURANCE applies separately to each of your projects away from premises owned by or rented to you." Applicable deductibles or self-insured retentions shall be the sole responsibility of CONSULTANT. Deductibles or self-insured retentions carried by the CONSULTANT shall be subject to the approval of the Risk Management Director or his/her designee.

14. Collier County Board of County Commissioners shall be listed as the Certificate Holder and included as an "Additional Insured" on the Insurance Certificate for Commercial General Liability where required. The insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Contractor's policy shall be endorsed accordingly. Contractor shall ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

15. ☐ **Watercraft Liability.** Coverage shall be carried by the CONSULTANT or the SUBCONSULTANT in limits of not less than the Commercial General Liability limit shown in subparagraph (1) above if applicable to the completion of the Services under this Agreement.

16. ☐ **Aircraft Liability.** Coverage shall be carried by the CONSULTANT or the SUBCONSULTANT in limits of not less than $5,000,000 each occurrence if applicable to the completion of the Services under this Agreement.

17. ☐ **BUSINESS AUTOMOBILE LIABILITY INSURANCE.** Coverage shall have minimum limits of **$**_____ Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-The ownership.

18. ☐ **TECHNOLOGY ERRORS AND OMISSIONS INSURANCE.** Coverage shall have minimum limits of **$**_____ Per Occurrence.

19. ☐ **CYBER INSURANCE.** Coverage shall have minimum limits of **$**_____ Per Occurrence.

20. ☐ **UMBRELLA LIABILITY.**

A. Umbrella Liability may be maintained as part of the liability insurance of the CONSULTANT and, if so, such policy shall be excess of the Employers' Liability, Commercial General Liability, and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis.

B. The policy shall contain wording to the effect that, in the event of the exhaustion of any underlying limit due to the payment of claims, the Umbrella policy will "drop down" to apply as primary insurance.

21. ☐ **PROFESSIONAL LIABILITY INSURANCE.**

A. Professional Liability: Shall be maintained by the CONSULTANT to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. CONSULTANT waives its right of recovery against COUNTY as to any claims under this insurance. Such insurance shall have limits of not less than **$**_____ each claim and aggregate.

B. Any deductible applicable to any claim shall be the sole responsibility of the CONSULTANT. Deductible amounts are subject to the approval of the COUNTY.

C. The CONSULTANT shall continue this coverage for this Project for a period of not less than five (5) years following completion and acceptance of the Project by the COUNTY.

D. The policy retroactive date will always be prior to the date services were first performed by CONSULTANT or the COUNTY, and the date will not be moved forward during the term of this Agreement and for five years thereafter. CONSULTANT shall promptly submit Certificates of

Insurance providing for an unqualified written notice to the COUNTY of any cancellation of coverage or reduction in limits, other than the application of the aggregate limits provision. In addition, CONSULTANT shall also notify the COUNTY by certified mail, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CONSULTANT from its insurer. In the event of more than a twenty percent (20%) reduction in the aggregate limit of any policy, CONSULTANT shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. CONSULTANT shall promptly submit a certified, true copy of the policy and any endorsements issued or to be issued on the policy if requested by the COUNTY.

22. **VALUABLE PAPERS INSURANCE.**

In the sole discretion of the COUNTY, CONSULTANT may be required to purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records utilized during the term of this Agreement.

23. **PROJECT PROFESSIONAL LIABILITY.**

A. If the COUNTY notifies CONSULTANT that a project professional liability policy is required to be purchased for a project, the CONSULTANT agrees to provide the following information when requested by the COUNTY or the COUNTY's Project Manager:

1. Affirmation that the design firm will timely complete a project errors and omissions application.
2. Policy Effective Date and Expiration Date.
3. Policy Number.
4. The current underwriter and insurer information.

[END OF SCHEDULE D]

SCHEDULE E

TRUTH IN NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, _____*(company's name)* hereby certifies that wages, rates and other factual unit costs supporting the compensation for the services of the CONSULTANT to be provided under the Professional Services Agreement, concerning "_____ _____"project" is accurate, complete and current as of the time of contracting.

BY: _____

TITLE: _____

DATE: _____

SCHEDULE F

KEY PERSONNEL

Name	Personnel Category	Percentage of Time

SCHEDULE G
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

☐ following this page (pages _____ through ___)

☐ this schedule is not applicable

SCHEDULE H
AFFIDAVIT REGARDING LABOR AND SERVICES

Following this page

SCHEDULE I

Other: _____

(Description)

☐ following this page (pages ____ through ___)

☐ this schedule is not applicable