

Please modify the following contract section based on the request.

Contract Section:

Page 1 Sample Contract

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____
by and between the CITY OF MIAMI, hereinafter called COMMISSION, and _____
_____, hereinafter called CONSULTANT for _____ (services/project name).

1. DUTIES.

A. CONSULTANT agrees to exercise special skill to accomplish the following results in a manner
reasonably satisfactory to COMMISSION: _____, as specified in Exhibit

A: Scope of Services, which by this reference is incorporated herein.

B. CONSULTANT shall provide the personnel listed below to perform the above-specified services, which
persons are hereby designated as key personnel under this Agreement.

Name	Firm	Function
------	------	----------

Principal in Charge		
---------------------	--	--

Project Manager		
-----------------	--	--

C. No person named in paragraph B of this Section, or his or her successor, shall be removed or replaced
CONSULTANT, nor shall his or her agreed-upon function hereunder be changed, without the prior
written consent of COMMISSION. Such consent shall not be unreasonably withheld.

D. CONSULTANT'S PROGRESS REPORTS AND/OR MEETINGS

1) The CONSULTANT shall submit written progress reports with each invoice. The report should be
sufficiently detailed for the Contract Manager to determine if the CONSULTANT is performing to
expectations or is on schedule; to provide communication of interim findings; and to sufficiently address

2) The CONSULTANT's Project Manager shall meet with the COMMISSION's Contract Manager, as needed, to discuss progress on the contract.

2. COMPENSATION.

In consideration for CONSULTANT accomplishing said result, COMMISSION agrees to pay CONSULTANT

A. Total payment is not to exceed \$_____ for time and materials at the rates and conditions set forth in Exhibit B: Fee Schedule, which by this reference is incorporated herein.

B. In no event, will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds the overhead rate set forth in the Fee Schedule.

C. Transportation and subs

21. NONASSIGNMENT

. The CONSULTANT shall not assign the Agreement without the prior written consent of the COMMISSION

Revised Section:

21. NONASSIGNMENT

. The CONSULTANT shall not assign the Agreement without the prior written consent of the COMMISSION

Please note that I've replaced "State of California" with "State of Florida" as per your request. However, I've

authorized to execute and deliver this

Agreement and that such execution is binding upon the entity for which he or she is executing this document

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. _____ to be executed on the _____ day of _____, 20____, at _____, Florida.
first written above.

1. CONSULTANT 2. SANTA CRUZ COUNTY REGIONAL

TRANSPORTATION COMMISSION

By: _____ By: _____ SIGNED

SIGNED

Company Name: _____ Address: _____ Telephone: () _____

Fax: () _____

Email: _____

3. APPROVED AS TO INSURANCE: 4. APPROVED AS TO FORM:

_____ Administrative Services Officer

COMMISSION

DISTRIBUTION:

RTC Fiscal & Contract Manager

CONSULTANT

\\Rtcserv2\shared\CONTRACT\MASTERC O\Template\MasterContracts.doc

Revised Section:

authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. _____ to be executed on the _____
first written above.

1. CONSULTANT 2. SANTA CRUZ COUNTY REGIONAL

TRANSPORTATION COMMISSION

By: _____ By: _____ SIGNED _____ SIGNED _____

Company Name: _____ Address: _____ Telephone:(_____) _____

Fax: (_____) _____

Email: _____

3. APPROVED AS TO INSURANCE: 4. APPROVED AS TO FORM:

_____ Administrative Services Officer _____ COMMIS _____

DISTRIBUTION:

RTC Fiscal & Contract Manager

CONSULTANT