



Calvin, Giordano & Associates, Inc.

EXCEPTIONAL SOLUTIONS

1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316

PROFESSIONAL SERVICES AGREEMENT

for

NAME OF PROJECT

This Agreement entered into by and between Calvin-Giordano & Associates, Inc., (“CGA”) and _____ whose address is _____ Telephone Number _____ Fax: _____ (“Subconsultant”).

Witnesseth:

Whereas, CGA desires to engage the Subconsultant for the purpose of rendering certain professional services, and

Whereas, the Subconsultant represents that it is in all respects licensed and qualified to perform such services;

Now, Therefore, the parties agree as follows:

1. **CONTRACTUAL RELATIONSHIP.** The parties intend that a Prime/Subconsultant relationship will be created by this Contract. CGA is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Subconsultant. Subconsultant is not considered to be an agent or employee of CGA for any purpose, and the employees of Subconsultant are not entitled to any benefits that CGA provides for CGA’s employees. It is understood that CGA does not agree to use Subconsultant exclusively. It is further understood that the Subconsultant is free to contract for similar services to be performed for others while it is under contract with CGA as long as services performed for others do not interfere with the timely performance of this contract.
2. **SCOPE OF SERVICES.** The Subconsultant shall carry out in a professional and prudent manner all of the services required under this Contract. These services include all of the services described in Appendix A. Consultant will diligently proceed with the Scope of Services, and will provide such services in a timely manner.
3. **PERSONNEL, EQUIPMENT, SUPPLIES AND LICENSES.**
 - A. Except as noted in Appendix A, the Subconsultant represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the services under this Contract.
 - B. All of the services required hereunder will be performed by the Subconsultant or under its supervision.
 - C. None of the work or services covered by this Contract shall be subcontracted without prior written approval by CGA.

- D. Subconsultant warrants that it is fully licensed under all applicable local, state, and federal laws to perform the services to be provided hereunder.
4. **TIME OF PERFORMANCE.** The services of the Subconsultant are to commence as soon as practicable after the execution of the Contract, and shall be completed no later than the time specified in Appendix A.
 5. **REPORTING.** Except as authorized within Appendix A, CGA's primary representative for this Contract shall be _____. CGA shall designate an alternate representative, if necessary. CGA shall not be liable for Subconsultant's expenses incurred in reliance on directions received from any other employee. The Subconsultant's representative shall be _____ who shall not be an employee of the Subconsultant to whom CGA reasonably objects.
 6. **COMPENSATION.** CGA agrees to pay the Subconsultant according to the schedule attached as Appendix B. The Subconsultant estimated fee schedule is attached to Appendix B.
 7. **TERMINATION OF CONTRACT FOR CAUSE.** If, through any cause, except causes beyond the control of the Subconsultant, the Subconsultant shall fail to fulfill in a timely and proper manner its obligations under this Contract; or if the Subconsultant shall violate any of the covenants, agreements, or stipulations of this Contract, CGA shall have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In that event, all finished or unfinished documents, or other data, in whatever form, prepared by the Subconsultant under this Contract shall, at the option of CGA, become its property, and the Subconsultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials, not to exceed the Contract amount. In the event that the cost to complete the Subconsultant's unfinished work exceeds the remaining subcontract balance, the Subconsultant shall reimburse CGA for the excess immediately upon demand.
 8. **TERMINATION FOR CONVENIENCE OF CGA.** CGA may terminate this Contract at any time by giving written notice to the Subconsultant of such termination and specifying the effective date thereof, at least thirty days before the effective day of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 7 above shall, at the option of CGA become its property, and the Subconsultant will be paid an amount not to exceed the sum set forth in Appendix B for work satisfactorily completed on or before the date of termination, less payments of compensation previously made. However, the Subconsultant shall not be entitled to recover lost profits or other unincurred expenses.
 9. **CONTRACT AGREEMENT.** All parties mutually agreed to the terms of this Contract. The contract should not be construed in favor or against any party. This Contract contains the entire agreement between the parties; there are no other promises, terms, conditions, or obligations other than those contract herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.
 10. **CHANGES.** CGA may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the amount of the Subconsultant's compensation, must be mutually agreed upon in writing before they will be regarded as part of this Contract.
 11. **ASSIGNABILITY.** The Subconsultant shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written consent from CGA.
 12. **FINDINGS CONFIDENTIAL.** Any information given to or prepared by the Subconsultant under this Contract which CGA requests to be kept as confidential shall not be made available to any individual or organization by the Subconsultant without the prior written approval of CGA.

13. **RECORDS.** During performance and other termination of this Contract, each party shall make available to the other party for inspection and copying, all records, whether external, or international, having any relevance to this Contract.
14. **INSURANCE REQUIREMENTS.** The Subconsultant shall furnish to CGA certificate of insurance which indicates that insurance coverage has been obtained for the risks and in the amount specified in Appendix B through the duration of this Contract.
15. **INDEMNIFICATION AGREEMENT.** For the separate consideration of \$100.00, receipt of which is acknowledged, Subconsultant shall indemnify, defend and hold harmless CGA, its officers, employees and agents and each of them (“the Indemnitees”) even if the Subconsultant’s insurance company fail to do so, from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury or death or any person or damage to or destruction or loss of any property or for additional costs or delay arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Contract, which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, errors, misconduct, omission, default or negligence (whether active or passive) of Subconsultant or its employees, agents or subcontractors, regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by an act, errors, misconduct, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them or (ii) the failure of the Subconsultant to comply with any other paragraphs herein or the failure of the Subconsultant to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, or applicable professional standards, in connection with the performance of this Contract.
16. **JURISDICTION.** This contract shall be governed by the laws of the State of Florida.
17. **SUCCESSORS.** This Contract shall be binding upon the successors and assigns of the parties.
18. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the provisions of this document and its appendices, the order of precedence shall be this document, Appendix A, Appendix B, and Appendix C.
19. **Mediation and Cooperation.** Subconsultant agrees to participate in nonbinding mediation before making any claim against CGA under this Contract. In addition, the Subconsultant agrees to participate in any pre-suit or pre-arbitration mediation between CGA and any other party if so requested by CGA. The Subconsultant will provide reasonable assistance to CGA in defending claims brought by any party concerning the project in relationship to which this contract applies, whether or not required by the indemnification provision in this contract.

WHITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized representatives, this the day and year above written

CALVIN, GIORDANO & ASSOCIATES, INC.

SUBCONSULTANT

By:

By:

Print Name:

Print Name

Title:

Title:

Date:

Date:

APPENDIX A: SCOPE OF SERVICES

for

SCOPE OF SERVICES

PERSONNEL: The Subconsultant's primary personnel for this project shall be:

(list names and titles)

APPENDIX B: COMPENSATION

for

APPENDIX C: INSURANCE REQUIREMENTS

for

The Subconsultant must provide certification of proper insurance coverage or binder to CGA.

Commercial General Liability Insurance. The Subconsultant must maintain Commercial Liability Insurance in an amount sufficient to cover any suit that may be brought against the Subconsultant. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and _____ dollars aggregate.

Professional Liability Insurance. The Subconsultant must maintain Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) aggregate to protect the Subconsultant from any claims or damages for any error, omission, or negligent act of the Subconsultant firm, employees, or subcontractors. The Subconsultant will advise CGA of any claims made by others against the Subconsultant which would reduce the insurance coverage available under this policy.

Workers Compensation Insurance. The Subconsultant must maintain Workers Compensation Insurance to protect the Subconsultant from any claims or damages for any personal injury or death which may arise from services performed under this Contract. This requirement applies to the Subconsultant's firm, the Subconsultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Subconsultant must notify CGA immediately when changes in the Subconsultant's business operation affect the Consultant's insurance status.

Comprehensive Automobile Liability Insurance. The coverage shall include all owned hire, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage.