

## **PROFESSIONAL SERVICES AGREEMENT-SAMPLE**

THIS AGREEMENT, made on the \_\_\_\_ day of **MONTH, YEAR**, by and between the CITY OF OSHKOSH, party of the first part, hereinafter referred to as CITY, and CONSULTANT NAME, hereinafter referred to as the CONSULTANT,

WITNESSETH:

That the CITY and the CONSULTANT, for the consideration hereinafter named, agree as follows: (Note: If anything in the Proposal conflicts with the Request for Proposals or this document, the provisions in the Request for Proposals and this document shall govern.)

### **ARTICLE I. PROJECT MANAGER**

A. Assignment of Project Manager. The CONSULTANT shall assign the following individual to manage the project described in this contract:

**(NAME, TITLE)**

B. Changes in Project Manager. The CITY shall have the right to approve or disapprove of any proposed change from the individual named above as Project Manager. The CITY shall be provided with a resume or other information for any proposed substitute and shall be given the opportunity to interview that person prior to any proposed change.

### **ARTICLE II. CITY REPRESENTATIVE**

The CITY shall assign the following individual to manage the project described in this contract:

**(NAME, TITLE)**

### **ARTICLE III. SCOPE OF WORK**

The CONSULTANT shall provide the services described in the CITY'S Request for Proposals and Proposal of the CONSULTANT. The CONSULTANT bid is attached as Exhibit A, and is incorporated into this agreement to the extent it does not conflict with the CITY'S Request for Proposals, or this agreement.

The CONSULTANT shall provide the services described in its proposal attached hereto and incorporated herein by reference.

The CONSULTANT may provide additional products and/or services if such products/services are requested in writing by the Authorized Representative of the CITY.

#### ARTICLE IV. CITY RESPONSIBILITIES

The CITY shall furnish, at the CONSULTANT'S request, such information as is needed by the CONSULTANT to aid in the progress of the project, providing it is reasonably obtainable from CITY records.

To prevent any unreasonable delay in the CONSULTANT'S work the CITY will examine all reports and other documents and will make any authorizations necessary to proceed with work within a reasonable time period.

#### ARTICLE V. TIME OF COMPLETION

All work to be performed under this contract shall be completed on or before **DATE, MONTH, YEAR** unless the parties agree in writing to extend this date.

#### ARTICLE III. PAYMENT

##### A. The Contract Sum.

The CITY shall pay to the CONSULTANT for the performance of the contract the total sum of **\$X,XXX for describe project(s) here**, adjusted by any changes as provided in the proposal, or any changes hereafter mutually agreed upon in writing by the parties hereto.

B. Method of Payment. The CONSULTANT shall submit itemized monthly statements for services. The CITY shall pay the CONSULTANT within 30 calendar days after receipt of such statement. If any statement amount is disputed, the CITY may withhold payment of such amount and shall provide to CONSULTANT a statement as to the reason(s) for withholding payment.

C. Additional Costs. Costs for additional services shall be negotiated and set forth in a written amendment to this agreement executed by both parties prior to proceeding with the work covered under the subject amendment.

#### ARTICLE IV. CONSULTANT TO HOLD CITY HARMLESS

The CONSULTANT covenants and agrees to protect and hold the CITY harmless against all actions, claims and demands of any kind or character whatsoever which may in any way be caused by or result from the intentional or negligent acts of the CONSULTANT, his agents or assigns, his employees or his subcontractors related however remotely to the performance of this Contract or be caused or result from any violation of any law or administrative regulation, and shall indemnify or refund to the CITY all sums including court costs, attorney fees and punitive damages which the CITY may be obliged or adjudged to pay on any such claims or demands within thirty (30) days of the date of the CITY'S written demand for indemnification or refund.

#### ARTICLE V. INSURANCE

The CONSULTANT shall provide insurance for this project that includes the CITY as an additional insured. The specific coverage required for this project are identified on a separate document.

#### ARTICLE VI. TERMINATION

A. For Cause.

If the CONSULTANT shall fail to fulfill in timely and proper manner any of the obligations under this Agreement, the CITY shall have the right to terminate this Agreement by written notice to the CONSULTANT. In this event, the CONSULTANT shall be entitled to compensation for any satisfactory, usable work completed.

B. For Convenience.

The CITY may terminate this contract at any time by giving written notice to the CONSULTANT no later than 10 calendar days before the termination date. If the CITY terminates under this paragraph, then the CONSULTANT shall be entitled to compensation for any satisfactory work performed to the date of termination.

This document and any specified attachments contain all terms and conditions of the Agreement and any alteration thereto shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

In the Presence of:

CONSULTANT

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

By: \_\_\_\_\_

(Seal of Contractor  
if a Corporation.)

\_\_\_\_\_  
(Specify Title)

By: \_\_\_\_\_

\_\_\_\_\_  
(Specify Title)

**CITY OF OSHKOSH**

By: \_\_\_\_\_  
Mark A. Rohloff, City Manager

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

And: \_\_\_\_\_  
Pamela R. Ubrig, City Clerk

APPROVED:

I hereby certify that the necessary provisions have been made to pay the liability which will accrue under this contract.

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City Attorney

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City Comptroller