



**HILLSBOROUGH COUNTY SHERIFF'S OFFICE
SHERIFF'S OPERATIONS CENTER
2008 EAST 8TH AVENUE
TAMPA, FL 33605**

**THIS IS A LEGALLY BINDING AGREEMENT
BETWEEN
THE HILLSBOROUGH COUNTY SHERIFF'S OFFICE
AND
[Insert PROFESSIONALs name]**

This Agreement, effective as of the date of execution, is made and entered into by [Insert Company Name] ("PROFESSIONAL") and the Hillsborough County Sheriff's Office ("HCSO"); and

WHEREAS, HCSO issued RFQ 2026-002 to establish a pool of pre-qualified firms to provide professional architectural and engineering services, which may include programming and planning, schematic design, design development, construction documentation, and construction phase support, and related services such as value engineering, permitting, utility coordination, constructability reviews, and construction administration, for various future projects across HCSO facilities, including projects delivered via design-bid-build, design-build, and CMAR-supported methods, on an as-needed basis pursuant to §287.055, Florida Statutes;

WHEREAS, the PROFESSIONAL has been selected by the HCSO as a pre-qualified firm based on its qualifications, expertise, and ability to perform the required services;

WHEREAS, this MSA establishes the general terms and conditions that will govern the relationship between the Parties, while specific scopes of work will be defined and authorized through individual Task Orders issued pursuant to this MSA;

NOW, THEREFORE, the parties agree as follows:

1. Introduction and Recitals. This Agreement governs the terms and conditions for the provision of architectural and engineering services on an as-needed basis. It establishes a pool of qualified firms to perform work as required by the HCSO, subject to the terms of this

MSA, the RFQ document titled “RFQ 2026-002 Architectural and Engineering Services” and subsequent Task Orders.

2. Definitions.

- a. 'RFQ': Request for Qualifications 2026-002 Architectural and Engineering Services under which this MSA is established.
- b. CONSTRUCTION CONTRACT DOCUMENTS - The Standard Contract Documents (Front End); Specifications to include Technical Specifications and Supplemental Specifications; drawings and/or plans; any Addenda; and, for a Construction Manager at Risk (“CMAR”) delivery method, the CMAR’s Guaranteed Maximum Price (“GMP”) proposal as accepted by HCSO and all exhibits, clarifications, and amendments thereto.
- c. CONSTRUCTION MANAGER AT RISK (“CMAR”) - The construction manager at risk retained under a separate agreement with HCSO to provide pre-construction and construction services for the PROJECT, including, without limitation, cost estimating, constructability review, value engineering, scheduling, subcontractor and vendor procurement, administration of the construction work, and provision of a Guaranteed Maximum Price (“GMP”)
- d. GUARANTEED MAXIMUM PRICE (“GMP”) - The maximum price for construction of the PROJECT proposed by the CMAR and accepted by HCSO, as the same may be adjusted in accordance with the CMAR’s construction contract with HCSO.
- e. PROJECT - The specific HCSO facility project, program, improvement, or assignment authorized under a Task Order issued pursuant to this MSA.
- f. SERVICES - The professional architectural and/or engineering services to be performed by PROFESSIONAL under this MSA and each applicable Task Order, including any related services expressly included in the Task Order.
- g. HCSO - Chad Chronister as Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida, or his designee.
- h. PROJECT MANAGER - The term shall refer to an HCSO employee, or other individual designated in writing by HCSO, who is assigned by HCSO to act as its project manager with respect to the PROJECT, to oversee the PROJECT on HCSO’s behalf, and to serve as HCSO’s primary representative and point of contact with PROFESSIONAL for all matters relating to the administration, coordination, and oversight of the PROJECT and the Services under this AGREEMENT. The PROJECT MANAGER shall be authorized to exercise, on behalf of HCSO, those rights, approvals, and determinations expressly assigned in this AGREEMENT to the PROJECT MANAGER, and any such rights of HCSO that HCSO may from time-to-time delegate to the PROJECT MANAGER, except where this AGREEMENT expressly reserves such authority to the Sheriff, the HCSO Chief Financial Officer (“CFO”), or another specific HCSO official. HCSO may change the designated PROJECT MANAGER at any time during the life of this AGREEMENT by issuing written notice to PROFESSIONAL to that effect.
- i. CFO - The term shall refer to the Chief Financial Officer of the Hillsborough County Sheriff’s Office who is responsible for financial oversight and

administration on behalf of HCSO with respect to this AGREEMENT.

- j. Authorities Having Jurisdiction ("AHJ") - The term shall refer to any governmental, quasi-governmental, regulatory, or utility authority, agency, board, or entity having code enforcement, plan review, permitting, inspection, or approval authority over any aspect of the PROJECT.
- k. Task Order - A binding agreement for a specific scope of work, particular task, or set of tasks issued under this MSA.

3. Term and Termination. This Agreement shall commence on the effective date and remain in effect until (insert date here), unless terminated earlier in accordance with Section 17 below. The expiration or termination of this MSA shall not affect the validity or enforceability of any Task Orders issued under this MSA prior to its expiration or termination.

4. General Responsibilities. The PROFESSIONAL shall provide services in accordance with applicable professional standards, all relevant laws and regulations, and the terms outlined in this Agreement.

5. Task Order Process.

- a. Selection for Work: From the pool of qualified firms under this MSA, HCSO will select a firm for specific work based on qualifications, availability, timelines, and project needs.
- b. Task Order: HCSO will issue a Task Order to the selected firm, specifying the scope of work, deliverables, timeline, and compensation.
- c. Design-Build Work: For design-build services, HCSO will issue a project-specific Request for Proposals to the qualified pool and select a firm based on the responses.
- d. Execution and Governance: All work will be governed by the terms of this MSA and the RFQ unless otherwise specified in the Task Order.

6. RFQ and Response Incorporated by Reference. The RFQ dated (insert date here), as detailed above and the response submitted by the PROFESSIONAL in response to the RFQ (the "Submittal Package"), including any amendments or modifications thereto, are hereby incorporated into and made a part of this Contract by reference. The terms and conditions of the RFQ and Submittal Package, including any exhibits or attachments, shall govern the performance of the work and obligations of the parties under this Contract to the extent they do not conflict with the terms of this Contract. In the event of any conflict between this Contract, a task order issued under this contract, the RFQ, and the Submittal Package, the terms of the issued task order shall govern first, followed by this contract, followed by the RFQ, and lastly the Submittal Package, with each document governing only to the extent it does not conflict with the terms of the document above it in this order of precedence.

7. Reports and Reviews. HCSO may, at any time, require PROFESSIONAL to report in writing and in a format approved by PROJECT MANAGER on the status and overall progress of the work with a projection showing deliverables will be on time and within budget. In addition, PROJECT MANAGER may require PROFESSIONAL to provide an overall percentage of completion estimate; if behind in the schedule, a proposed recovery plan; list of problems and anticipated problems; corrective action planned or needed; outlined

activities during the coming reporting period; and any other reasonable information covering PROFESSIONAL'S performance hereunder.

PROJECT MANAGER will monitor PROFESSIONAL'S work product for compliance with PROJECT standards and criteria and may make comments and recommendations to PROFESSIONAL regarding the work. However, any such monitoring or comments and recommendations by PROJECT MANAGER, or the absence thereof, shall not relieve PROFESSIONAL of any of its obligations under this AGREEMENT. Any comments or recommendations to PROFESSIONAL by PROJECT MANAGER, if adopted and followed by PROFESSIONAL, in whole or in part, shall be used at the risk and responsibility of PROFESSIONAL; and HCSO shall assume no liability, therefore. PROFESSIONAL retains sole authority and responsibility for the adequacy and accuracy of its professional services, in accordance with generally accepted architectural and engineering practices. PROFESSIONAL'S work shall be in compliance with ATTACHMENT A, SCOPE OF SERVICES and the other terms of this AGREEMENT.

PROFESSIONAL'S performance under this AGREEMENT shall be reviewed by PROJECT MANAGER. The review will result in a performance rating of PROFESSIONAL which will be used in ranking PROFESSIONAL during the Selection Process for future HCSO work. Demonstrated poor performance under this AGREEMENT may result in PROFESSIONAL'S inability to obtain future work with HCSO.

8. Scheduling Conflicts. Based on the available documents, timetables, construction projections, and duration of this AGREEMENT, PROFESSIONAL represents that PROFESSIONAL has no internal scheduling conflict and that PROFESSIONAL will avoid any internal scheduling conflict in the future which might in any way affect PROFESSIONAL'S timely performance of this AGREEMENT.

9. Modification Agreements. Before undertaking any additions, deletions, changes or revisions to this AGREEMENT, the parties shall enter into a written Modification Agreement covering such additions, deletions, changes or revisions and the amount of compensation to be paid, therefore. Reference herein to this AGREEMENT shall be considered to include any modification thereto. Additional compensation shall be subject to approval by the HCSO in a written Modification Agreement as described in this Section.

Without invalidating the AGREEMENT, HCSO may, at any time or from time to time, order additions, deletions, or revisions to the services to be provided by PROFESSIONAL. Upon agreement as to changes in the services to be performed, PROJECT MANAGER will prepare a written Modification Agreement to be signed by PROFESSIONAL and submitted to the HCSO for approval.

Because time is of the essence regarding this AGREEMENT and to achieve the public purpose of this AGREEMENT as initially determined by HCSO, CFO is hereby authorized by HCSO to negotiate Modification to this AGREEMENT in accordance with the following criteria:

- a. HCSO'S Chief Financial Officer certifies that any increased costs are within the budgeted funds.
- b. The amount of any increased cost to be paid by HCSO does not exceed twenty-five (25) percent in the aggregate of the original amount. When this limit is reached, additional documentation for such expenditures must be submitted to and approved by HCSO.

- c. The Modification Agreement accomplishes one or more of the following purposes as certified by HCSO:
 - 1) The prevention or elimination of a danger or hazard to public health, safety, or welfare.
 - 2) The change in work, materials, price, or time or any combination thereof is necessary to complete the PROJECT as intended by HCSO (regardless of whether the specifications must be changed or not).
 - 3) To preserve the logical sequencing of the work to eliminate delay and increased costs; or
 - 4) A response to unforeseen environmental requirements, bond or grant funding requirements, or other unforeseen occurrences on the PROJECT.
- d. HCSO shall prepare a Modification Agreement which shall include the amount of the change, a description of the change, the reason for the change, including certifications required under Sections detailed above, and the AGREEMENT itself properly executed by PROFESSIONAL and HCSO. HCSO shall file the executed Modification Agreements for inclusion with the original AGREEMENT and shall submit such Modification Agreements to HCSO for ratification. This provision shall govern over any other conflicting provisions in this AGREEMENT.

To achieve timely execution of changes that meet the criteria, as stated above, PROFESSIONAL shall fulfill the following requirements within the specified time limits:

- a. Upon agreement as to scope and compensation for the change in work by PROFESSIONAL and PROJECT MANAGER, the PROFESSIONAL shall arrange for the Modification Agreement to this AGREEMENT and required documentation to be executed by a duly authorized representative of the PROFESSIONAL and return to PROJECT MANAGER within three (3) working days.
- b. PROFESSIONAL shall assist PROJECT MANAGER in preparing other documentation as required to fully execute the Modification Agreement.
- c. PROFESSIONAL shall be authorized to proceed with changes upon receipt of the Modification Agreement duly executed by HCSO.

PROFESSIONAL will be deemed to have waived any right or claim it might otherwise have had for either additional compensation or an extension to the AGREEMENT time for any additional services rendered by PROFESSIONAL, where such additional services were performed by PROFESSIONAL without a fully approved and executed Modification Agreement in accordance with the provisions of Section 9.

Modification Agreements shall be priced in accordance with the requirements of the relevant task order for the project..

10. Meetings. PROFESSIONAL agrees to attend regularly scheduled and special meetings at the request of PROJECT MANAGER. In addition to the responsibilities contained herein, PROJECT MANAGER shall be always entitled, upon reasonable request, to be advised as to the status of work being done by PROFESSIONAL and the details thereof.

Either PROJECT MANAGER or PROFESSIONAL may request and be granted a meeting with all parties concerned.

11. Professional's Staff and Subcontracting. PROFESSIONAL shall maintain an adequate and competent staff of professional architects and/or engineers licensed within the State of Florida, and upon approval by the HCSO may use specialists as PROFESSIONAL may consider necessary. PROFESSIONAL, however, shall not subcontract any work under this AGREEMENT without the prior written consent of HCSO. No assignment of this AGREEMENT will be valid without approval of the HCSO. It shall be understood by PROFESSIONAL and the specialists who are parties to said subcontracts that HCSO shall be an intended, substantial beneficiary of the written agreements between PROFESSIONAL and its subconsultants. PROFESSIONAL shall be solely responsible for the selection, management, direction, coordination, and supervision of its subconsultants and any subcontractors, and for ensuring that their services, deliverables, schedules, and performance comply with this AGREEMENT, the applicable Task Order(s), and all applicable laws, rules, and professional standards.

Approval by HCSO of any subcontract of any work shall not relieve PROFESSIONAL of any responsibility for, or liability in connection with fulfillment of its obligations under this AGREEMENT.

12. Applicable Laws and Regulations. PROFESSIONAL shall sign and seal all final plans and documents prepared by PROFESSIONAL per the requirements of all laws, rules and regulations of any governmental entity having authority over the PROJECT and deliver them to HCSO upon request of PROJECT MANAGER. This does not relieve PROFESSIONAL of its responsibility to make direct submission of documents to other agencies, as requested by the PROJECT MANAGER. PROFESSIONAL shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of this AGREEMENT. Work shall be in compliance with applicable local, state, and federal laws, rules and regulations. PROFESSIONAL shall consider all laws, rules, and regulations in effect at the time of the work.

13. Ownership of Documents and Inspection of Work. All documents, including but not limited to original tracings, plans, specifications, maps, evaluations, reports, technical data, tests, and field books prepared or obtained under this AGREEMENT are the property of HCSO without restriction or limitation on their use and shall be made available, upon request, to HCSO at any time. Upon demand, PROFESSIONAL shall deliver said documents to HCSO upon completion of the work or termination of this AGREEMENT. In the event that HCSO makes use of said documents on a project or projects not covered under this AGREEMENT, without PROFESSIONAL'S express written consent, such use shall be at the sole discretion, liability and risk of HCSO. PROFESSIONAL may retain copies of said documents, at its sole cost for its files and its internal use.

PROFESSIONAL shall keep adequate records and supporting documentation applicable to the performance of work under this AGREEMENT, including, but not limited to, all records and documentation generated or maintained in the ordinary course of PROFESSIONAL'S business that relate in any way to the Services and/or any Project or Task Order issued under this AGREEMENT, including, but not limited to, all payroll records, time records, correspondence, design coordination records, meeting notes, submittal and RFI logs (if applicable), change documentation, travel and expense records, invoices from subconsultant services, and other costs. Said records and documentation shall be retained by

PROFESSIONAL and made available to HCSO for a minimum of six (6) years from the date of completion of the work or termination of this AGREEMENT, whichever is later. HCSO shall have the right to audit, inspect, and copy all such records and documentation, including, but not limited to, all payroll records, travel and expense records, invoices for subcontractor services and other costs, as often as HCSO deems necessary during the term of this AGREEMENT and during the above referenced six (6) year period; provided, however, such activity shall be conducted only during normal business hours. After the expiration of the said six (6) year period, PROFESSIONAL shall notify HCSO in writing of its intent to dispose of records and supporting documentation prior to their disposal. If requested by HCSO, PROFESSIONAL shall retain records and supporting documentation until further notified.

PROFESSIONAL agrees to use care in protecting plans and specifications for HCSO Infrastructure from access by unauthorized persons. Release of documents or information other than as required to fulfill the scope of the AGREEMENT is prohibited. HCSO is empowered to authorize release of documents in accordance with applicable law.

14. Failure to Perform. Should PROFESSIONAL fail to commence, provide, perform or complete any of the services it is to provide hereunder in a timely and diligent manner, in addition to any other rights or remedies available to HCSO hereunder, HCSO, at his sole discretion and option, may withhold any and all payments due and owing to PROFESSIONAL until such time as PROFESSIONAL resumes performance of its obligations hereunder in such a manner so as to establish to HCSO's satisfaction that PROFESSIONAL'S performance is or will shortly be back on schedule. In the event PROFESSIONAL believes payments have been withheld unjustly, PROFESSIONAL may appeal the decision to withhold payments to the HCSO. The HCSO will then decide if there is adequate justification for withholding payments.

If, during the term of the AGREEMENT, PROFESSIONAL should refuse or otherwise fail to fulfil any of its obligations under the AGREEMENT, the HCSO reserves the right to:

- a. Obtain the services from another professional; and/or
- b. Terminate the AGREEMENT; and/or
- c. Suspend/Debar the PROFESSIONAL from proposing/bidding on HCSO purchasing/contracts for a period of up to 24 months and/or
- d. Pursue any and all other remedies available to the HCSO.

If at any time HCSO has received notice of a claim, suit, demand, damage, loss or expense for which, if established, HCSO might become liable, and which is chargeable to PROFESSIONAL, or if PROFESSIONAL shall incur any liability to HCSO, or HCSO shall have any claim or demand against PROFESSIONAL, whether reduced to judgment or award or not, of any kind or for any reason, related to or arising out of this AGREEMENT, HCSO shall have the right to retain out of any payment due, or which may become due, under this AGREEMENT, any amounts sufficient to indemnify HCSO against such claim, and/or to compensate HCSO for and fully satisfy such liability, claim or demand, and charge or deduct all costs of defense, or collection with respect thereto, including reasonable attorneys' fees. Should any claim develop after all payments are made, PROFESSIONAL shall refund to HCSO all the monies that HCSO may be compelled to pay in discharging such claims incurred, and in collecting said monies from PROFESSIONAL.

15. Protection of HCSO, Quality of Work and Fees. HCSO has retained

PROFESSIONAL to provide professional architectural and engineering services on an as-needed basis under this AGREEMENT, as more particularly authorized and described in individual Task Orders issued pursuant to this AGREEMENT. Since HCSO has entrusted such services to PROFESSIONAL, PROFESSIONAL shall use its professional expertise to always protect the interests of HCSO regarding its performance under this AGREEMENT and any applicable Task Order. The quality of PROFESSIONAL'S work shall be consistent with the requirements stated herein, the applicable Task Order, and prevailing industry standards. PROFESSIONAL shall ensure that its fees charged for services under this AGREEMENT and any Task Order are fair, reasonable, and consistent with fees charged locally for similar work.

16. Budget Amounts and Cost Estimates. PROFESSIONAL shall make every attempt to design within HCSO'S budget for construction. PROFESSIONAL shall monitor costs during design of the PROJECT and advise PROJECT MANAGER immediately of any deviations from HCSO'S budget amount. Any time a cost estimate exceeds the budget amount; PROFESSIONAL shall advise PROJECT MANAGER of the reasons for the overage and all options available to HCSO for bringing the PROJECT back within budget. PROJECT MANAGER and PROFESSIONAL shall discuss what action is to be taken, and PROJECT MANAGER shall direct the ultimate option to be followed. Cost estimates prepared by PROFESSIONAL represent PROFESSIONAL'S judgment as a design professional familiar with the construction industry. However, PROFESSIONAL cannot and does not guarantee that bids or negotiated prices will not vary from any cost estimate prepared by PROFESSIONAL or exceed the budget amounts established by HCSO. Notwithstanding anything above to the contrary, if all responsive and responsible bids exceed HCSO'S established budget amounts by ten percent (15%) for reasons other than unforeseen increased material cost as determined by the HCSO, PROFESSIONAL shall revise and modify Construction Contract Documents and assist in rebidding the Project. All such revisions and modifications to the Construction Contract Documents and the rebidding of the work shall be subject to PROJECT MANAGER'S approval. Provided, however, PROFESSIONAL'S obligation to revise and modify Construction Contract Documents and to assist in the rebidding of the work shall be expressly conditioned upon the HCSO originally letting the PROJECT out to bids within six (6) months from the date of HCSO'S receipt and approval of all Construction Contract Documents to be delivered in accordance with Design Phase services to be performed by PROFESSIONAL hereunder. If PROFESSIONAL believes it is entitled to additional compensation for the redesign and rebidding services described above, PROFESSIONAL may submit a request for additional compensation in accordance with Section 9, but without profit to PROFESSIONAL on account of such services.

In the event the PROJECT is delivered via a CMAR, the PROFESSIONAL'S obligations under this Section shall be applied, as appropriate, to the CMAR's pre-construction cost estimating and GMP development process, and references to "bids" or "bidding" shall be interpreted to include the CMAR's procurement of subcontractor and vendor pricing and negotiation of the GMP with HCSO.

17. Termination. The Contract and the parties' performance may be terminated upon the following events:

- a. Termination by Mutual Agreement. In the event the parties mutually agree in writing, the Contract may be terminated on the terms and dates stipulated therein.

- b. Termination Without Cause. HCSO shall have the right to terminate the Agreement without cause by providing the PROFESSIONAL with thirty (30) calendar days written notice.
- c. Termination for Cause. In the event of a material breach of these terms and conditions, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate their performance and the parties' relationship immediately. Material breaches shall include but are not limited to, violations of Governing Standards, state, or federal laws, HCSO's policies and procedures, or these terms and conditions.
- d. Additional HCSO Termination Rights for Cause (Progress/Quality/Noncompliance). If PROFESSIONAL disregards the authority of HCSO, violates the provisions of this Agreement, otherwise fails to comply with any provisions of this Agreement, or if the progress or quality of the work is unsatisfactory, HCSO may serve written notice thereof upon PROFESSIONAL/CONTRACTOR, and if PROFESSIONAL/CONTRACTOR fails within a period of ten (10) calendar days thereafter to correct such failure, HCSO may terminate the Agreement upon written notice to PROFESSIONAL/CONTRACTOR. Upon such termination, PROFESSIONAL/CONTRACTOR shall immediately cease its performance and shall deliver to HCSO all completed or partially completed work.
- e. Immediate Termination by HCSO. HCSO, in its sole discretion, may terminate the Contract immediately upon the occurrence of any of the following events:
 - i. PROFESSIONAL's violation of the Public Records Act;
 - ii. The insolvency, bankruptcy, or receivership of PROFESSIONAL;
 - iii. PROFESSIONAL's violation or non-compliance with NONDISCRIMINATION Section of these terms and conditions; or
 - iv. PROFESSIONAL fails to maintain insurance in accordance with the INSURANCE Section of this contract.
 - v. PROFESSIONAL is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria.
 - vi. PROFESSIONAL is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- f. Termination for Convenience and Compensation Limitation. In the event of termination by HCSO without cause (for convenience), PROFESSIONAL shall be entitled to recover only that portion of the fee earned and yet unpaid through the

effective date of termination, together with reasonable, documented expenses incurred in complying with the notice of termination. PROFESSIONAL shall not be entitled to any other or further recovery, including but not limited to anticipated fees or profits on work not required to be performed.

- g. Delivery of Work Product; Right of Entry. Upon termination, PROFESSIONAL/CONTRACTOR shall deliver to HCSO all completed or partially completed work, including all original papers, records, drawings, models, and other materials prepared or obtained in connection with the services, within seven (7) calendar days of the termination date established in the notice. In the event PROFESSIONAL/CONTRACTOR fails to deliver the referenced work and materials to HCSO within the specified time, PROFESSIONAL/CONTRACTOR expressly consents to the entry of an order in any court having jurisdiction authorizing HCSO to enter PROFESSIONAL/CONTRACTOR's premises and take possession of and remove such work and materials.
- h. Recharacterization of Improper Default Termination. If, after notice of termination for cause (including under the insolvency/bankruptcy provisions above), it is determined for any reason that PROFESSIONAL/CONTRACTOR was not in default, or that its default was excusable, or that HCSO was not otherwise entitled to the remedy of termination for cause, then the notice of termination shall be deemed a notice of termination without cause (for convenience), and PROFESSIONAL/CONTRACTOR's remedies shall be the same as and limited to those set forth in subsection (f) above.
- i. Costs of Termination for Cause. Should HCSO find it necessary to terminate this Agreement for cause (including under subsections (c), (d), or (e)), the cost of termination and any additional costs incurred in completing or correcting PROFESSIONAL/CONTRACTOR's work shall be borne by PROFESSIONAL/CONTRACTOR. Should withheld payments be insufficient to cover said costs, PROFESSIONAL/CONTRACTOR shall immediately pay HCSO, upon demand, an amount equal to such additional costs.

Neither the expected termination nor the expiration of the Contract shall relieve PROFESSIONAL, its employees and independent contractors from their contractual duty and ethical obligation to provide or arrange for services until the date of termination.

Notwithstanding any other provisions of these terms and conditions, the PROFESSIONAL'S duty to indemnify and defend HCSO as set forth in these terms and conditions shall survive the termination or expiration of the Agreement.

18. Notices. All NOTICES hereunder shall be deemed to be properly made if sent by certified mail, return receipt requested, or by nationally recognized overnight courier service, (i) to PROFESSIONAL at: _____, and (ii) to HCSO, Attention: PROJECT MANAGER, at: 1227 Tech Blvd, Tampa, FL 33619, with a copy, which shall not constitute notice, to HCSO Financial Services Division, P.O. Box 3371, Tampa, Florida 33601. The address and/or addressees for notice for either party may be changed by such party by written notice given in accordance with this Section. Notice so mailed or sent shall be effective upon the date shown on the return receipt or on the courier's

delivery confirmation.

19. Transmittals in Writing. All instructions, directives, and information provided to and from PROFESSIONAL and PROJECT MANAGER shall be fully transmitted in writing when possible.

20. CMAR Delivery Method and Collaboration. The provisions of this Section apply only to a Task Order that identifies the Project delivery method as Construction Manager at Risk ("CMAR") or otherwise states that a CMAR will be used.

- a. CMAR Under Separate Agreement; No Privity. HCSO may retain a Construction Manager at Risk ("CMAR") under a separate agreement to provide pre-construction and construction services for the Project, including, but not limited to, cost estimating, constructability review, value engineering, scheduling, permitting support, preparation and negotiation of a Guaranteed Maximum Price ("GMP"), procurement of subcontractor and vendor pricing, and administration of the construction work. PROFESSIONAL acknowledges the CMAR is retained under a separate agreement with HCSO and that PROFESSIONAL has no contractual relationship with the CMAR unless otherwise expressly stated in writing by HCSO.
- b. General Duty to Cooperate and Coordinate. PROFESSIONAL shall cooperate and coordinate with the CMAR throughout all phases of design and construction, as reasonably directed by the PROJECT MANAGER, including participation in coordination meetings; timely consideration of CMAR input on constructability, phasing, logistics, and value engineering; and coordination of cost estimates and budget alignment in support of the HCSO construction budget. PROFESSIONAL shall provide design documents and information in a timely manner reasonably necessary to support CMAR preconstruction services and GMP development.
- c. Bidding References Interpreted for CMAR/GMP. References in this Agreement, the MSA, and any Task Order and attachments to "bidding," "bids," "bidders," "bid documents," or similar terms shall, where the Project is delivered via CMAR, be deemed to include, and apply to, the CMAR's development and negotiation of the GMP and its competitive procurement of subcontractor and vendor pricing. PROFESSIONAL'S obligations with respect to bidding support shall, in such case, be performed in coordination with the CMAR and the PROJECT MANAGER.
- d. Cost Estimating / Budget Alignment / GMP Support. PROFESSIONAL shall reasonably cooperate with the CMAR and PROJECT MANAGER in the preparation, review, and reconciliation of construction cost estimates supporting the GMP, and shall coordinate its cost estimating, value engineering, and budget alignment obligations with the CMAR during pre-construction services. Where the Task Order includes a design-to-budget requirement, PROFESSIONAL shall participate in reconciliation meetings and provide clarifications, alternates, and design refinements as reasonably necessary to align the design with the budget and to support GMP development.
- e. Communications and Direction. PROFESSIONAL shall coordinate with the CMAR in accordance with direction from the PROJECT MANAGER. Nothing

in this Section authorizes the CMAR to direct PROFESSIONAL's services except to the extent instructions are communicated or confirmed by the PROJECT MANAGER.

- f. Professional Responsibility Not Shifted. CMAR participation, review, comments, value engineering suggestions, constructability observations, or cost/schedule input do not relieve PROFESSIONAL of any professional responsibility for the adequacy, accuracy, completeness, or code compliance of the design and deliverables, and PROFESSIONAL remains responsible for its professional services.
- g. Conflict; Task Order Controls. If a Task Order expressly states a delivery method other than CMAR (e.g., design-bid-build) or states that CMAR coordination is not required, the Task Order controls for that Project. If CMAR is used and a conflict exists between this Section and a Project's Task Order regarding CMAR coordination deliverables, the Task Order controls for that Project-specific requirement.

21. Termination of Task Order; Payment and Delivery of Work Product. If HCSO terminates a Task Order pursuant to the termination provisions of this MSA, or if HCSO determines in good faith that continued performance of the Task Order would cause the Task Order or Project to exceed any applicable statutory dollar/threshold limitation for continuing contracts under Florida's CCNA (§287.055, Fla. Stat.) (or any successor provision), then (i) PROFESSIONAL shall promptly cease Services as directed, (ii) HCSO shall pay PROFESSIONAL only for Services satisfactorily performed and accepted through the effective date of termination (plus any reasonable, documented, pre-approved reimbursable expenses authorized by the Task Order incurred prior to the effective date), and PROFESSIONAL shall not be entitled to anticipatory profits or fees for unperformed Services, and (iii) within seven (7) calendar days after termination (or such shorter time as HCSO reasonably requires), PROFESSIONAL shall deliver to HCSO all completed and partially completed work product and deliverables prepared or obtained in connection with the Task Order, including all in-progress design documents and native files (CAD/BIM and other editable formats to the extent available), all of which shall be the property of HCSO consistent with the MSA's ownership provisions.

22. Indemnification. The PROFESSIONAL will indemnify and hold harmless the HCSO and its employees and agents from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its Work, provided that any such liability, claim, damage, loss, or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from and (b) is caused in whole, or in part, by the act or omission of the PROFESSIONAL, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole, or in part, by a party indemnified hereunder.

In any and all claims against the HCSO or any of its agents or employees by any employee of the PROFESSIONAL, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the PROFESSIONAL or any Subcontractor under worker's compensation acts, disability benefit

acts, or other employee benefit acts.

23. Certificate of Insurance. No Work shall commence in connection with this Contract until the PROFESSIONAL and any Subcontractor(s) have met the insurance requirements listed below and obtained approval of such by the HCSO. All commercial general liability and automobile liability policies required herein shall name Chad Chronister, Sheriff, as an additional insured; include the severability of interest provision; provide that all liability coverage required under contract are primary to any liability insurance carried or any self-insured programs of the Sheriff; and shall be maintained throughout the life of this Contract. All insurance policies shall be with insurers qualified and doing business in the state of Florida. The HCSO must be notified within sixty calendar days of cancellation, non-renewal, or change in the insurance coverage.

a. Worker's Compensation Insurance. Worker's Compensation Insurance must meet statutory minimum requirements for all employees connected with the Work of this project and in case any Work is sublet, the PROFESSIONAL shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the PROFESSIONAL. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous Work under this Contract at the site of the project is not protected under the Worker's Compensation statute, the PROFESSIONAL shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the HCSO for the protection of their employees not otherwise protected. The minimum amounts required are as follows:

Employer's Liability:	\$100,000 Limit each Accident
	\$500,000 Limit each Aggregate
	\$100,000 Limit Disease each employee

b. Contractors Public Liability and Property Damage Insurance. Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance which shall protect the PROFESSIONAL from claims for damage and personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by the PROFESSIONAL or by anyone directly or indirectly employed by the PROFESSIONAL shall be the minimum limits as follows:

Comprehensive General	\$300,000 bodily injury and property damage combined single limit.
Automobile	\$300,000 bodily injury and property damage combined single limit.

c. Professional Liability Insurance (if applicable to the work being performed). Professional Liability Insurance shall meet the following minimum amounts:

\$500,000 per occurrence; and
\$1,000,000 aggregate.

d. Comprehensive Insurance Coverage (if any of the categories below apply to the work being performed). Comprehensive General Liability and Automobile Liability Insurance which shall protect the PROFESSIONAL from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by the PROFESSIONAL or by anyone directly or indirectly employed by the PROFESSIONAL. The minimum amounts of such insurance shall be as follows:

Commercial/Comprehensive General Liability:

Bodily Injury	\$300,000 per person per occurrence
Property Damage	\$300,000 per occurrence
Automobile Liability	\$300,000 combined single limit bodily injury and property damage
Garage Liability	\$1,000,000 combined single limit each occurrence
Garage Keepers Liability	\$100,000 collision and comprehensive per Vehicle

24. Assignment. The PROFESSIONAL will not assign, transfer, convey, or otherwise dispose of this contract or any part thereof, or of its right title or interest therein or its power to execute this contract or any amendment or modification hereto, to any other person, company, or corporation, without prior written consent of the HCSO. Sale of a majority of corporate stocks, filing for bankruptcy or reorganization shall be considered an assignment.

25. Default. The Contract may be canceled or nullified by the HCSO's CFO in whole, or in part, by written notice of default to the PROFESSIONAL upon non-performance or violation of Contract terms. An award may be made to the next best responsive Submittal Package and responsible PROFESSIONAL based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the PROFESSIONAL to deliver service, materials, or items within the time stipulated in this Submittal Package, unless extended in writing by the Financial Services Division, shall constitute Contract default. Contractors who default on contracts may be removed from the HCSO Supplier List and determined ineligible for future contracts at the discretion of the CFO.

26. E-verify Requirement. Pursuant to §448.095, Fla. Stat., the Sheriff requires the PROFESSIONAL, and any and all subcontractors, if permitted by agreement, to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If the PROFESSIONAL enters into a contract with a subcontractor, the subcontractor must provide the PROFESSIONAL with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The PROFESSIONAL shall maintain a copy of such affidavit for the duration of the contract. If the Sheriff has a good faith belief that the PROFESSIONAL has knowingly violated §448.09(1), Fla. Stat., the contract will be terminated. If the Sheriff has a good faith belief that a subcontractor knowingly violated this subsection, but the PROFESSIONAL otherwise complied with this subsection, the Sheriff will promptly notify the PROFESSIONAL and order the PROFESSIONAL to immediately terminate the contract with the subcontractor.

Termination of any and all contracts and/or sub-contracts as provided above, does not constitute a breach of contract and may not be considered as such. If the Sheriff terminates a contract with PROFESSIONAL as provided above, the PROFESSIONAL may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The PROFESSIONAL is liable for any additional costs incurred by the Sheriff as a result of the termination of a contract.

27. Emergency. If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this Contract and procure the item(s) from the most available source.

28. Final Inspection and Acceptance. Final inspection and acceptance of all items and services specified for delivery under this contract shall be accomplished by the Project manager or his duly authorized representative.

29. Non-Discrimination. PROFESSIONAL shall not discriminate against any client, employee, or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status, or medical status. PROFESSIONAL shall comply with all applicable sections of the Americans with Disabilities Act. The PROFESSIONAL agrees that compliance with this provision constitutes a material condition to this agreement, and that it is binding upon the PROFESSIONAL, its successors, transferees, and assignees for the period during which services are provided. The PROFESSIONAL further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this provision.

30. Choice of Law & Forum. PROFESSIONAL agrees that any and all agreements and transactions and performances resulting from this Agreement will be governed by the laws of the State of Florida, and the venue for any legal action will be Hillsborough County, Florida. PROFESSIONAL shall meet all State and Federal certification requirements, and any other applicable laws, codes, rules, regulations, and standards throughout the performance term relative to the Agreement.

31. Sovereign Immunity. Nothing in these terms or conditions is intended nor shall it be construed or interpreted to waive or modify HCSO's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.

32. Confidentiality of HCSO Operations. To the extent permitted by law, PROFESSIONAL shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of HCSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of HCSO, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this Contract. PROFESSIONAL acknowledges that a breach of this confidentiality will cause irreparable injury to HCSO that the remedy at law for any such violation or threatened violation will not be adequate and HCSO shall be entitled to temporary and permanent injunctive relief. The provisions of this clause shall remain in full force and effect and enforceable even after the expiration of the contract. At the option of HCSO, employees and/or subcontractors of PROFESSIONAL that will be working on this contract will be required to electronically sign a confidentiality agreement.

33. Severability. In the event any provisions of these terms and conditions are held to be

unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the terms and conditions which shall remain in full force and effect and enforceable in accordance with these terms and conditions.

34. Enforcement. In the event either party incurs legal expenses or costs to enforce these terms and conditions, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limiting, reasonable attorney's fees and costs.

35. No Third-Party Beneficiaries. Except as expressly stated in this Agreement regarding HCSO's status as an intended beneficiary of PROFESSIONAL's subconsultant agreements, this Contract is for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in these terms and conditions shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

36. Foreign Influence. PROFESSIONAL represents and warrants that it has made any applicable disclosures to HCSO which are required under Florida Statute 286.101(3)(a) pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

37. Public Records Laws. The Florida Constitution, Article I, Section 24, as well as Florida Statute § 119.07(1), provides that information received pursuant to law or ordinance or in connection with the transaction of official business by an Agency is a public record and must be released upon request unless an exemption from the Florida Public Records Act applies. PROFESSIONAL acknowledges its obligations under Florida Statute § 119.0701(2)(b), and the following language is included pursuant to Florida Statute § 119.0701(2)(a):

IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTE TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SHERIFF'S CUSTODIAN OF PUBLIC RECORDS AT:

**Hillsborough County Sheriff's Office
Records Section – Freddie Solomon Annex
1900 East 9th Avenue
Tampa, Florida 33605
(813) 247-0960**

Rec_Request@HCSO.Tampa.FL.US

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

PROFESSIONAL:
[Insert PROFESSIONALs name]

Hillsborough County Sheriff's Office

By: _____
[Insert Representative name and title]

By: _____
Chad Chronister, Sheriff

Date: _____

Date: _____