



**HILLSBOROUGH COUNTY SHERIFF'S OFFICE**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**Architectural and Engineering Services**

This Professional Services Agreement "Agreement" is entered into by and between the Hillsborough County Sheriff's Office "HCSO" and [insert professional] "PROFESSIONAL" in response to Request for Qualifications [insert solicitation number] for [insert services description]. This Agreement establishes the terms, conditions, scope of work, responsibilities, and obligations of the PROFESSIONAL. It incorporates by reference [insert solicitation number], issued by HCSO on [insert solicitation issue date]; the PROFESSIONAL's proposal submitted in response to [insert solicitation number], dated [insert proposal date]; and any subsequent amendments or modifications to the RFQ or the PROFESSIONAL's proposal.

The purpose of this Agreement is to clearly define the scope of services, deliverables, timelines, and compensation for the project or services described herein. The PROFESSIONAL agrees to perform all services in accordance with the standards, guidelines, and requirements outlined in this Agreement, the incorporated RFQ, and the PROFESSIONAL's response.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **HCSO** and the **PROFESSIONAL** agree as follows:

**1.0 DEFINITIONS**

The following words and expressions shall, wherever they appear in the AGREEMENT, be construed as follows:

1.1 AGREEMENT - The written Agreement between the HCSO and PROFESSIONAL and any modification agreements thereto. Following is a list of Attachments to this AGREEMENT, which are attached hereto and incorporated herein by reference:

- ATTACHMENT A - PROFESSIONAL' SCOPE OF SERVICES
- ATTACHMENT B - METHOD OF COMPENSATION
- ATTACHMENT C - PROFESSIONAL'S FEE PROPOSAL
- ATTACHMENT D - TRUTH IN NEGOTIATION CERTIFICATE
- ATTACHMENT E - CERTIFICATE OF INSURANCE

1.2 CONSTRUCTION CONTRACT DOCUMENTS - The Standard Contract Documents (Front End);

Specifications to include Technical Specifications and Supplemental Specifications; drawings and/or plans; and any Addenda.

- 1.3 HCSO - Chad Chronister as Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida, or his designee
- 1.4 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.
- 1.5 PROJECT - The term shall refer to the professional architectural and engineering services to be performed by PROFESSIONAL under this AGREEMENT for [insert project name], located at [insert project location], including planning, design, permitting support, bidding support, construction administration, and related professional services as more particularly described in the Scope of Services attached hereto and incorporated herein.
- 1.6 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.
- 1.7 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.

## **2.0 NAME OF PROJECT AND COOPERATION**

- 2.1 HCSO does hereby retain PROFESSIONAL to furnish professional services in connection with, \_\_\_\_\_, herein defined as PROJECT, said services being more particularly described in ATTACHMENT A, SCOPE OF SERVICES, attached hereto and made a part hereof.
- 2.2 With respect to PROFESSIONAL'S performance under this AGREEMENT, PROFESSIONAL shall promote the best interest of HCSO and assume towards HCSO a professional relationship of trust, confidence and fair dealing. PROFESSIONAL shall cooperate with PROJECT MANAGER in all respects relative to PROFESSIONAL'S performance hereunder. PROJECT MANAGER shall have the authority to transmit instructions and receive information with respect to management of the PROJECT including materials, equipment, project elements and systems pertinent to PROFESSIONAL. Provided, however, notwithstanding anything in this AGREEMENT to the contrary, HCSO's DESIGNEE shall not have the authority to modify or change the compensation due to PROFESSIONAL.
- 2.3 HCSO and PROFESSIONAL agree that no work shall be assigned to PROFESSIONAL which conflicts with or is duplicative of any work by PROFESSIONAL or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation as PROFESSIONAL.

## **3.0 REPORTS AND REVIEWS**

- 3.1 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.

- 3.2 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.
- 3.3 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.

#### **4.0 SCHEDULING CONFLICTS**

- 4.1 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.

#### **5.0 MODIFICATION AGREEMENTS**

- 5.1 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.

#### **6.0 TERM OF AGREEMENT/COMMENCEMENT OF WORK/TIMELINESS OF PERFORMANCE**

- 6.1 The term of the AGREEMENT and the obligation for the PROFESSIONAL to render services hereunder shall commence upon approval of the AGREEMENT by the HCSO and upon receipt of a Notice to Proceed from the PROJECT MANAGER and shall expire on the date final completion of construction of the PROJECT is achieved, unless sooner terminated in accordance with this AGREEMENT.
- 6.2 PROFESSIONAL acknowledges that time is of the essence with respect to its performance under this AGREEMENT. Should PROFESSIONAL be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of PROFESSIONAL, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of HCSO, fires, floods, epidemics, quarantine regulations, strikes or lockouts, then PROFESSIONAL shall notify HCSO in writing within ten (10) working days after commencement of such delay, stating the cause or causes thereof, or may be deemed to have waived any right which PROFESSIONAL may have had to request an extension to the schedule.
- 6.3 No interruption, interference, inefficiency, suspension or delay in the commencement or

progress of PROFESSIONAL'S services for any cause whatsoever shall relieve PROFESSIONAL of its duty to perform; however, for any such events not attributable to PROFESSIONAL, PROFESSIONAL shall be entitled to an equitable adjustment of the schedule, and to the extent caused in whole or in part by HCSO—including, without limitation, late decisions or approvals, scope/program changes, directives to suspend or defer services, failure to provide required information or timely reviews, access restrictions, or other acts or omissions of HCSO—PROFESSIONAL shall also be entitled to an equitable adjustment of compensation for resulting additional or extended services and reasonable increased costs, in accordance with Article 14.0; for delays beyond PROFESSIONAL'S control (including those described in Section 6.2), PROFESSIONAL'S sole remedy shall be an equitable adjustment of the schedule, plus an equitable adjustment of compensation only to the extent such delays require PROFESSIONAL to perform additional or extended services beyond the original scope, also in accordance with Article 14.0; this Section expressly applies to claims for early completion as well as claims based on late completion

## **7.0 MEETINGS**

- 7.1 PROFESSIONAL agrees to attend regularly scheduled and special meetings at the request of PROJECT MANAGER. In addition to the responsibilities under Section 2.2, 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.
- 7.2 Either PROJECT MANAGER or PROFESSIONAL may request and be granted a meeting with all parties concerned.

## **8.0 PROFESSIONAL' STAFF AND SUBCONTRACTING**

- 8.1 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 CHIEF OF GENERAL OPERATIONS, may use specialists as PROFESSIONAL may consider necessary. PROFESSIONAL, however, shall not subcontract any work under this AGREEMENT without the prior written consent of CHIEF OF GENERAL OPERATIONS. 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.
- 8.2 Approval by CHIEF OF GENERAL OPERATIONS 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.
- 8.3 In negotiating this AGREEMENT, PROFESSIONAL provided the following information regarding subconsultants who will perform work on the PROJECT:
  - 1) names of subconsultants
  - 2) type of work to be performed by the subconsultants.

That information is incorporated by reference into this AGREEMENT. PROFESSIONAL shall not change subcontractors without prior approval of the PROJECT MANAGER, provided, however, PROFESSIONAL may propose reasonable substitutions of subconsultants with equivalent qualifications and experience, and PROJECT MANAGER'S approval shall not be unreasonably withheld, conditioned, or delayed.

- 8.4 In PROFESSIONAL'S submittal of qualifications and proposals, PROFESSIONAL furnished information regarding the location of offices where work will be performed on the PROJECT and disciplines of work to be performed at each office. That information is incorporated by reference into this AGREEMENT. PROFESSIONAL shall not increase the man-hours of work to be performed at an office, other than the local office, without prior written approval of CHIEF OF GENERAL OPERATIONS.

## **9.0 APPLICABLE LAWS AND REGULATIONS**

- 9.1 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.

## **10.0 OWNERSHIP OF DOCUMENTS AND INSPECTION OF WORK**

- 10.1 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. Notwithstanding the foregoing, PROFESSIONAL and its subconsultants retain all copyrights and other intellectual property rights in their respective instruments of service, including proprietary analyses, methods, procedures, details, and standard specifications; however, HCSO is granted a non-exclusive, royalty-free, perpetual license to use, reproduce, and modify (or have modified) such instruments of service solely for the Project and for operation, maintenance, repair, and future alterations of the Project.
- 10.2 HCSO or PROJECT MANAGER shall have the right to visit the offices of PROFESSIONAL and its subconsultants for inspection of the work, drawings, specifications, test data, and related materials at any time during normal business hours.
- 10.3 PROFESSIONAL may identify HCSO as a client and may include the Project in PROFESSIONAL'S marketing materials and proposals (including website, social media, and qualifications packages), provided that (a) any such use is limited to non-confidential, non-sensitive information; and (b) PROFESSIONAL shall not disclose or publish any security-sensitive information, building plans, floor plans, system details, or other information that could reasonably be used to compromise public safety or security.
- 10.4 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. PROFESSIONAL shall not upload, input, transmit, disclose, or otherwise provide any HCSO documents, data, plans, specifications or deliverables to any public, open, or third-party artificial intelligence system, generative AI tool, or similar machine-learning service. PROFESSIONAL shall not use artificial intelligence, generative AI, machine learning, large language models, or similar tools in connection with performing any services, preparing any deliverables, or otherwise fulfilling PROFESSIONAL'S obligations under this AGREEMENT.
- 10.5 Upon payment of all undisputed amounts due to Sub Consultant, and except as otherwise provided for in this paragraph, all drawings, specifications and other documents and electronic data furnished by Sub Consultant to PROFESSIONAL under this Agreement ("Work Product") shall become the exclusive property of PROFESSIONAL. Among the Work Product are certain "Instruments of Service," including Sub Consultant's analysis, methods, and procedures, which include, without limitation, those that are trade secrets developed by Sub Consultant, and which

also include, without limitation, all specifications, details, concept diagrams, and explanatory narrative related to or referenced therein (“Sub Consultant Materials”). The transfer of ownership rights to PROFESSIONAL of Work Product does not include these Sub Consultant Materials, and PROFESSIONAL expressly acknowledges and agrees that the Sub Consultant Materials that have been or will be provided by Sub Consultant under the Agreement shall remain the sole and exclusive property of the Sub Consultant, and nothing herein to the contrary shall alter the copyright ownership of the Sub Consultant Materials, which shall continue to be owned by the Sub Consultant. Nothing herein shall be construed as a limitation on Sub Consultant’s right to re-use Sub Consultant Materials on other projects, in other contexts, or for other clients. PROFESSIONAL further expressly acknowledges and agrees that the Sub Consultant Materials are not “works made for hire” and shall not be deemed “works made for hire” and Sub Consultant does not sell, assign, or transfer to Consultant, its successors, and assigns, any rights, title, or interest in and to the Sub Consultant Materials and the copyrights in the Sub Consultant Materials; any copyright registrations and applications relating to the Sub Consultant Materials, and any renewals and extensions thereof; any works based upon, derived from, or incorporating the Sub Consulting Materials in any media now known or later developed; any income, royalties, damages, claims, and payments now and hereafter due or payable with respect to the Sub Consultant Materials; any causes of action, either in law or in equity, for past, present, or future infringement of the copyright in the Sub Consultant Materials; nor any rights corresponding to the foregoing throughout the world. Sub Consultant hereby grants to PROFESSIONAL a non-exclusive, royalty free, perpetual license to the Sub Consultant Materials used in the Project and PROFESSIONAL may sublicense such rights to HCSO and the CMAR and other project participants as necessary for the Project. The license granted to PROFESSIONAL hereunder includes the right to modify or have others modify the Sub Consultant Materials in connection with the Project. Consultant shall also be entitled to register copyright in the Work Product, so long as such registration excludes ownership of all Sub Consultant Materials.

## **11.0 SCHEDULE, COMPENSATION, PAYMENT AND FAILURE TO PERFORM**

- 11.1 Prior to execution of this AGREEMENT, a fee proposal and preliminary project schedule, each acceptable to the PROJECT MANAGER, shall be included and made a part of this AGREEMENT as ATTACHMENT C, PROFESSIONAL’S PROPOSAL, FEE PROPOSAL AND SCHEDULE. The schedule included in ATTACHMENT C shall be based upon the anticipated issuance of HCSO’s written Notice to Proceed (“NTP”) and shall be updated by PROFESSIONAL after execution of this AGREEMENT, following issuance of the NTP, so that all milestone and completion dates align with the actual NTP date. The updated schedule, upon written acceptance by the PROJECT MANAGER, shall replace the preliminary schedule included in ATTACHMENT C and shall constitute the project schedule for purposes of this AGREEMENT. Adjustment of the schedule in ATTACHMENT C in accordance with this Section shall not, in and of itself, entitle PROFESSIONAL to any increase in compensation or extension of time.
- 11.2 HCSO and PROFESSIONAL agree that the compensation and the provisions for payment of said compensation for the services rendered by PROFESSIONAL are as set forth in ATTACHMENT B, METHOD OF COMPENSATION AND PAYMENT, affixed hereto and hereby made a part of this AGREEMENT.
- 11.3 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 its sole discretion and option, may withhold payment only to the extent supported by objective evidence of a material deficiency in PROFESSIONAL’S performance; provided, however, that prior to any withholding, HCSO shall provide PROFESSIONAL written notice describing (i) the specific deficiency(ies), (ii) the contract requirement(s) allegedly not met, (iii) the portion of the invoice or amount proposed to be withheld and the basis for such amount, and (iv) a reasonable opportunity (not less than ten (10) business days) to cure the deficiency or submit a corrective action plan acceptable to HCSO. During such notice-and-cure/dispute period, HCSO shall pay all undisputed amounts otherwise due. If

PROFESSIONAL disputes the asserted deficiency or the amount proposed to be withheld, the parties shall meet and confer in good faith (including escalation to their respective project managers and, if unresolved, to a designated senior representative of each party) to resolve the dispute promptly. Only after completion of the foregoing good-faith process may HCSO withhold the specifically disputed amounts supported by the objective evidence described above, and in no event shall HCSO withhold amounts not reasonably related to the alleged deficiency. In the event PROFESSIONAL believes payments have been withheld unjustly, PROFESSIONAL may appeal the decision to withhold payments to the HCSO, and the HCSO will then decide if there is adequate justification for withholding payments.

- 11.4 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.
- 11.5 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.

## **12.0 PROTECTION OF HCSO, QUALITY OF WORK AND FEES**

- 12.1 HCSO has retained PROFESSIONAL to provide professional services for specific work as described in ATTACHMENT A, SCOPE OF SERVICES. Since HCSO has entrusted this work to PROFESSIONAL, PROFESSIONAL shall use its professional expertise to always protect the interests of HCSO regarding its performance under this AGREEMENT. The quality of PROFESSIONAL'S work shall be consistent with the requirements stated herein and with prevailing industry standards. PROFESSIONAL shall ensure that its fees charged for this work are fair, reasonable, and consistent with fees charged locally for similar work.

## **13.0 BUDGET AMOUNTS AND COST ESTIMATES**

- 13.1 HCSO has established the following budget amount for construction of the facilities defined herein: **[Insert Dollar amount]** estimated low bid amount for construction.
- 13.2 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 twenty percent

(20%) for reasons other than unforeseen increased material cost as determined by the CHIEF OF GENERAL OPERATIONS, 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 Article 14.0, but without profit to PROFESSIONAL on account of such services.

#### **14.0 MODIFICATION AGREEMENTS**

- 14.1 Additional compensation shall be subject to approval by the HCSO in a written Modification Agreement as described in this Section.
- 14.2 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, except as provided in 14.4 below, submitted to the HCSO for approval.
- 14.3 Because time is of the essence regarding this AGREEMENT and to achieve the public purpose of this AGREEMENT as initially determined by HCSO, HCSO is hereby authorized by HC SHERIFF to negotiate Modification to this AGREEMENT in accordance with the following criteria:
  - 14.3.1 HCSO'S Chief Financial Officer certifies that any increased costs are within the budgeted funds or are otherwise proper expenditures under the provisions of Sec. 129.07-08, Florida Statutes (1987), as amended.
  - 14.3.2 The amount of any increased cost to be paid by HCSO does not exceed \$120.00 or twenty- five (25) percent in the aggregate of the original amount, whichever is less. When this limit is reached, additional documentation for such expenditures must be submitted to and approved by HCSO.
  - 14.3.3 The Modification Agreement accomplishes one or more of the following public purposes as certified by HCSO:
    - a. The prevention or elimination of a danger or hazard to public health, safety, or welfare.
    - b. 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).
    - c. To preserve the logical sequencing of the work to eliminate delay and increased costs; or
    - d. A response to unforeseen environmental requirements, bond or grant funding requirements, or other unforeseen occurrences on the PROJECT.
  - 14.3.4 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 14.3.1 and 14.3.3 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.
- 14.4 To achieve timely execution of changes that meet the criteria, as stated in Section 14.4 above,

PROFESSIONAL shall fulfill the following requirements within the specified time limits:

- 14.4.1 Upon agreement as to scope and compensation for the change in work by PROFESSIONAL and PROJECT MANAGER, the PROFESSIONAL shall arrange for the original 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.
- 14.4.2 PROFESSIONAL shall assist PROJECT MANAGER in preparing other documentation as required to fully execute the Modification Agreement.
- 14.4.3 PROFESSIONAL shall be authorized to proceed with changes upon receipt of the Modification Agreement duly executed by HCSO pursuant to Sections 14.3 through 14.4.2.
- 14.5 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 14.
- 14.6 Modification Agreements shall be priced in accordance with the requirements of ATTACHMENT B, METHOD OF COMPENSATION AND PAYMENT.

## **15.0 TERMINATION**

- 15.1 If PROFESSIONAL or any principal or partner is adjudged bankrupt or insolvent, if PROFESSIONAL or any principal or partner makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for PROFESSIONAL or any principal or partner or for any of its property, if PROFESSIONAL or any principal or partner files a petition to take advantage of any debtor's act or reorganize under the bankruptcy or similar laws, HCSO may, without prejudice to any other right or remedy, and after having given PROFESSIONAL fourteen (14) days written notice, terminate the services of PROFESSIONAL. PROFESSIONAL shall provide HCSO written notice within five (5) business days of the occurrence of any event described in this Section 15.1, including without limitation the filing of any bankruptcy petition or similar proceeding, or the appointment of any trustee or receiver.
- 15.2 In the event PROFESSIONAL disregards the authority of HCSO or violates the provisions of this AGREEMENT or 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, and if PROFESSIONAL fails within a period of ten (10) calendar days thereafter to correct such failure, HCSO may terminate this AGREEMENT upon written notice to PROFESSIONAL. Upon such termination, PROFESSIONAL shall immediately cease its performance of this AGREEMENT and shall deliver to HCSO all completed or partially completed work.
- 15.3 HCSO reserves the right to terminate this AGREEMENT, in whole or in part, for its convenience. Such termination shall be effective thirty (30) calendar days after transmission of written notice of the same to PROFESSIONAL by U.S. Certified Mail, return receipt requested. Upon receipt of such notice, PROFESSIONAL shall immediately cease work on that portion of the work terminated. In the event of such termination for convenience, PROFESSIONAL shall be entitled to recover that portion of the fee earned and yet unpaid through the date of termination, together with reasonable expenses incurred in complying with the notice of termination, including reasonable demobilization and closeout costs. 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.
- 15.4 Upon termination, the PROFESSIONAL shall deliver to HCSO all completed or partially completed work, including all original papers, records, drawings, models, and other materials set

forth and described in this AGREEMENT, within seven (7) calendar days of the termination date established in the notice. In the event PROFESSIONAL fails to deliver the referenced work and materials to HCSO within the specified time, PROFESSIONAL expressly consents to the entry of an order in any court having jurisdiction authorizing HCSO to enter PROFESSIONAL'S premises and take possession and remove such work and materials.

15.5 If, after notice of termination of this AGREEMENT as provided for in Section 15.1 or 15.2 above, it is determined for any reason that PROFESSIONAL was not in default, or that its default was excusable, or that HCSO was not otherwise entitled to the remedy against PROFESSIONAL provided for in Section 15.1 or 15.2, then the notice of termination given pursuant to Sections 15.1 or 15.2 shall be deemed to be the notice of termination for convenience provided for in Section 15.3 and PROFESSIONAL'S remedies against HCSO shall be the same as and limited to those afforded PROFESSIONAL under Section 15.3.

15.6 Should HCSO find it necessary to terminate this AGREEMENT for the reasons stated in Sections 15.1 or 15.2, the cost of termination and any additional costs incurred in completing or correcting PROFESSIONAL'S work shall be borne by PROFESSIONAL. Should withheld payments be insufficient to cover said costs, PROFESSIONAL shall immediately pay HCSO, upon demand, an amount equal to such additional costs.

## **16.0 PRESS RELEASES, INVENTIONS, AND TRUTH IN NEGOTIATION**

16.1 PROFESSIONAL agrees that it shall make no statements, press releases, or public releases concerning this AGREEMENT or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained, furnished, or developed in compliance with this AGREEMENT or any particulars thereof, during the period of this AGREEMENT, without first notifying HCSO and securing its prior consent in writing. PROFESSIONAL agrees that it shall not publish, copyright, or patent any of the data furnished in compliance with this AGREEMENT. It is mutually understood that under Section 10.1 above, such data, inventions, or discoveries are the exclusive property of HCSO.

16.2 PROFESSIONAL represents that it has not paid or agreed to pay any person, company, corporation, or firm other than a bona fide employee working solely for PROFESSIONAL any type of fee, including brokerage fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT.

16.3 PROFESSIONAL warrants guarantees and certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for PROFESSIONAL, to solicit or secure this AGREEMENT. PROFESSIONAL shall execute a Truth in Negotiation Certificate, ATTACHMENT D.

16.4 For the breach or violation of the warranty, guarantee, or certification provided in Section 16.3 of this AGREEMENT, HCSO shall have the right to terminate this AGREEMENT and, at its discretion, deduct from the AGREEMENT price, or otherwise recover the full amount of such fees, commissions, percentages, gifts, or consideration.

16.5 Any amounts paid to PROFESSIONAL hereunder shall be adjusted to exclude any significant sums by which HCSO determines that such amounts were increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the AGREEMENT.

## **17.0 SINGULAR AND PLURAL WORDS AND PRONOUNS**

17.1 All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular.

## **18.0 RESERVED**

## **19.0 INSURANCE**

- 19.1 During the life of this AGREEMENT, PROFESSIONAL shall provide, pay for, and maintain, with companies satisfactory to HCSO, the types of insurance described herein. All insurance shall be from companies with A.M. Best ratings of A- or better, Class VII and approved to do business in the State of Florida. Promptly after the written Notice of Award of this AGREEMENT, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are to be furnished by HCSO. In addition, certified, true, and exact copies of all insurance policies required shall be provided to HCSO if requested.
- 19.1.1 The Certificates and Policies shall contain provisions that thirty (30) days prior written notice shall be given to PROJECT MANAGER of any cancellation except in the application of the Aggregate Limits Provisions and ten (10) days written notice for non-payment of premium.
- 19.1.2 All insurance coverage of PROFESSIONAL shall be primary to any insurance or self-insurance program carried out by HCSO applicable to this AGREEMENT.
- 19.1.3 The acceptance by HCSO of any Certificate of Insurance or copy of any Policy for this AGREEMENT evidencing the insurance coverages and limits required in the AGREEMENT does not constitute approval or agreement by HCSO that the insurance requirements have been met or that the insurance policies shown on the Certificate of Insurance are in compliance with the AGREEMENT requirements.
- 19.1.4 No work for the HCSO shall commence or occupancy of any of its property take place until the required Certificates of Insurance and copies of the Policies, if requested, are received by HCSO and written Notice to Proceed is issued to PROFESSIONAL by HCSO. HCSO'S Certificate of Insurance form to be used is attached as ATTACHMENT E.
- 19.1.5 The insurance coverage and limits required of PROFESSIONAL under this AGREEMENT are designed to meet the minimum requirements of HCSO. They are not designed as a recommended insurance program for PROFESSIONAL. PROFESSIONAL shall be responsible for the sufficiency of its own insurance program. Should PROFESSIONAL have any questions concerning its exposures to loss under this AGREEMENT or the insurance coverage needed therefore, it should seek professional assistance.
- 19.1.6 All the required insurance coverages must be issued as required by law and must be endorsed, where necessary, to comply with the minimum requirements contained herein. Thirty (30) days' written notice must also be given to:

**Hillsborough County Sheriff's Office**  
 Chad Chronister, Sheriff of Hillsborough County  
 P.O. Box 3371  
 Tampa, FL 33601

**WITH A COPY TO:**  
 Stephen Mitchell, Chief  
 General Operation Services  
 P.O. Box 3371  
 Tampa, FL 33601

as to cancellation required in this AGREEMENT except for the application of the Aggregate Limits Provisions. Ten (10) days' written notice must be given for non-payment of premium.

- 19.1.7 Renewal Certificates of Insurance on HCSO'S form must be provided to HCSO twenty (20) days prior to expiration of current coverage so that there shall be no interruption in the work due to lack of proof of insurance coverage required of PROFESSIONAL in this AGREEMENT. PROFESSIONAL authorizes HCSO to confirm all information furnished HCSO, as to its compliance with its insurance requirements, with PROFESSIONAL'S insurance agents, brokers and insurance carriers.

19.1.8 Should at any time PROFESSIONAL not maintain the insurance coverage required in this AGREEMENT, HCSO may either cancel or suspend this AGREEMENT or, at its sole discretion, shall be authorized to purchase such coverage and charge PROFESSIONAL for such coverages purchased. HCSO shall be under no obligation to purchase such insurance nor shall HCSO be responsible for the coverages purchased or the insurance company or companies used. The decision of HCSO to purchase such insurance coverages shall in no way be construed as a waiver of its rights under this AGREEMENT.

19.1.9 INSURANCE REQUIRED. Before starting any work for HCSO or occupancy of any of HCSO'S property, PROFESSIONAL shall procure and maintain insurance of the types and to the limits specified in this AGREEMENT. All liability insurance policies, other than the Worker's Compensation and Employers Liability Policy and Professional Liability Policy, obtained by PROFESSIONAL to meet the requirements of this AGREEMENT, shall name HILLSBOROUGH HCSO as an additional insured as to the operations of PROFESSIONAL under this AGREEMENT and shall contain a "Severability of Interests" provision. The insurance coverages must cover all of PROFESSIONAL'S activities under this AGREEMENT whether on HCSO'S property or not.

19.2 COVERAGES

The amounts and types of insurance shall conform to the following minimum requirements with the use of current Insurance Service Office forms and endorsements or their equivalent. Notwithstanding the foregoing, the wording of all policies and endorsements shall be acceptable to the HCSO.

If there is any conflict as to any coverage form to be used or limits to be provided in PROFESSIONAL'S current General Insurance program with HCSO'S insurance requirements, HCSO'S Risk Management shall decide whether they meet with the intent of HCSO'S requirements or not. The decision of HCSO'S Risk Management shall be final in this respect.

19.2.1 Workers Compensation and Employers Liability Insurance shall be maintained by **PROFESSIONAL** 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 amount of such insurance shall not be less than:

- a. Workers' Compensation - Florida Statutory Requirements
- b. Employers Liability - 

\$ <b><u>100,000</u></b>	Limit Each Accident
\$ <b><u>500,000</u></b>	Limit Disease Aggregate
\$ <b><u>100,000</u></b>	Limit Disease Each Employee

19.2.2. Commercial General Liability Insurance shall include, but not be limited to: Bodily Injury and Property Damage, Damage, Damage to Rented Premises, Medical expenses, Personal and Advertising Injury, and Products and Completed Operations:

- \$ **300,000** Bodily Injury and Property Damages – Per Person per Occurrence
- \$ **50,000** Damages to Rented Premises – Each Occurrence
- \$ **5,000** Medical Expenses – Any One Person
- \$ **1,000,000** Personal and Advertising Injury – Each Occurrence
- \$ **1,000,000** Products/Completed Operations – Each Occurrence
- \$ **2,000,000** General Aggregate
- \$ **2,000,000** Products/Completed Operations Aggregate

19.2.3 Business Automobile Liability Insurance shall be maintained by PROFESSIONAL as to the ownership, maintenance, and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

- a. **\$300,000** Bodily Injury Per Person per Occurrence

b. **\$300,000** Liability Damage per Occurrence

19.2.4 Professional Liability Insurance shall be maintained by PROFESSIONAL, insuring its legal liability arising out of the performance of the professional services under this AGREEMENT. Such insurance shall have a limit of not less than \$1,000,000.00 each claim and aggregate. Any deductible applicable for any claim shall be the sole responsibility of PROFESSIONAL. PROFESSIONAL must continue this coverage for a period of not less than three (3) years after completion of its services to the HCSO. PROFESSIONAL shall promptly submit a Certificate of Insurance providing for an unqualified written notice to HCSO of any cancellation of the aggregate limits provision. In the event of a reduction in the aggregate limit of the policy, PROFESSIONAL shall immediately take steps to have the aggregate limit reinstated. PROFESSIONAL shall promptly submit a certified, true copy of the policy and any endorsement issued or to be issued on the policy if requested by HCSO.

HCSO reserves the option to require a Project Professional Liability insurance policy for this PROJECT. If this option is exercised, HCSO will pay the premium cost and receive reimbursement of any premium savings accruing to PROFESSIONAL under its regular Professional Liability policy. If PROFESSIONAL causes the policy to extend beyond the Contract completion date resulting in any additional premium cost, it shall be the responsibility of PROFESSIONAL.

## **20.0 INDEMNIFICATION**

20.1 To the fullest extent permitted by law, the PROFESSIONAL shall indemnify and hold harmless the HCSO, and its officers, employees, and agents, from and against third-party claims, damages, losses, and expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent, reckless, or intentionally wrongful acts or omissions of the PROFESSIONAL, its subconsultants, or anyone directly or indirectly employed by them in the performance of the Services.

In any and all claims against HCSO by an employee of the PROFESSIONAL, any subconsultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for the PROFESSIONAL or any subconsultant under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided, however, that the PROFESSIONAL's indemnity obligation remains limited to the extent caused by the PROFESSIONAL's negligent, reckless, or intentionally wrongful acts or omissions as stated herein.

## **21.0 MAINTENANCE AND REVIEW OF RECORDS**

21.1 The PROFESSIONAL its employees, representatives, subconsultants, or any authorized agent of record, as applicable, providing any of the services required to be performed or provided under this AGREEMENT shall maintain adequate records and accounts, including but not limited to property, personnel and financial records, and supporting documentation which shall enable ready identification of PROFESSIONAL'S cost of goods and use of funds for a period of six (6) years from the date of final payment to the PROFESSIONAL, as applicable, under this AGREEMENT or the termination of this AGREEMENT, whichever occurs later. (Such six-year period is hereinafter referred to as the "Audit Period."). HCSO shall have the right, and the PROFESSIONAL in the performance of this AGREEMENT, its employees, representatives, subconsultants, or any authorized agent of record, as applicable, will permit HCSO to examine all such records, accounts and documentation and to make copies thereof, and excerpts or transcriptions therefrom, and to audit all contracts, invoices, materials, accounts and records relating to all matters covered by this AGREEMENT, including but not limited to personnel and employment records during the Audit Period. All such records, accounts and documentation shall be made available to HCSO for audit, examination or copying purposes at any time during normal

business hours and as often as HCSO may deem necessary during the Audit Period. HCSO'S right to examine, copy and audit shall pertain likewise to any audits made by any other agency, whether local, state, or federal. PROFESSIONAL shall ensure that PROFESSIONAL, its employees, representatives, subconsultants, or any authorized agent of record, as applicable, shall recognize HCSO'S right to examine, inspect and audit its records, accounts, and documentation in connection with its provision of services required to be provide by PROFESSIONAL under this AGREEMENT. If an audit is begun by HCSO or other agency, whether local, state, or federal, during the Audit Period, but is not completed by the end of the Audit Period, the Audit Period shall be extended until audit findings are issued. This Section shall survive the expiration or earlier termination of this AGREEMENT. All records, accounts, documentation, and other materials referenced in this Section 21.1 that are made or received in connection with this AGREEMENT are subject to the public records requirements set forth in Section 26 of this AGREEMENT (Public Records), including any applicable obligations regarding access, retention, and disclosure.

## **22.0 COMPLIANCE WITH E-VERIFY REQUIREMENT**

- 22.1 PROFESSIONAL affirms that it is in compliance with Florida Statutes Section 448.095 which, in part, requires all consultants and its subconsultants to register with and use the United States Department of Homeland Security's E-Verify system for all newly hired employees, and requires consultants to obtain affidavits from its subconsultants stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. PROFESSIONAL acknowledges and understands that pursuant to Florida Statutes Section 448.095, the HCSO is required to terminate the AGREEMENT if it has a good faith belief that PROFESSIONAL knowingly violated Florida Statutes Section 448.09(1); whereupon the PROFESSIONAL will not be eligible for award of a public contract for at least one (1) year from the date of such termination.

## **23.0 PUBLIC ENTITY CRIMES**

- 23.1 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 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. PROFESSIONAL represents for itself and its affiliates that it is not prohibited from entering into this AGREEMENT by Section 287.133, Florida Statutes.

## **24.0 NOTICES**

- 24.1 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: [insert Address], 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.

## **25.0 TRANSMITTALS IN WRITING**

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

## **26.0 MISCELLANEOUS PROVISIONS**

- 26.1 This AGREEMENT and any change orders hereto constitute the entire agreement between PROFESSIONAL and HCSO relating to the work. There are no previous or contemporary representations or warranties of HCSO or PROFESSIONAL not set forth herein.
- 26.2 No waiver, termination, rescission, discharge, assignment or cancellation, and except as specifically provided in Section 14.3, no modification of this AGREEMENT or of any terms thereof shall be binding on HCSO unless in writing and approved by HCSO.
- 26.3 Waiver by HCSO of a breach of any provision of this AGREEMENT or any terms thereof 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.
- 26.4 No modification, waiver, termination, discharge, or cancellation of this AGREEMENT or any terms thereof shall impair HCSO'S rights with respect to any liabilities, whether or not liquidated, of PROFESSIONAL to HCSO theretofore accrued.
- 26.5 The duties and obligations imposed by this AGREEMENT and the rights and remedies available hereunder, and, in particular, but without limitation, the warranty, guarantees, and obligations imposed upon PROFESSIONAL and the rights and remedies available to HCSO shall be in addition to and not limited to any otherwise imposed or available by law.
- 26.6 PROFESSIONAL shall remain an independent contractor and shall have no power (nor shall its subconsultants, agents, or employees represent that PROFESSIONAL has any power) to oblige HCSO or to assume or to create any obligation upon HCSO whether that obligation be expressed or implied.
- 26.7 PROFESSIONAL and HCSO stipulate that any litigation arising from or in connection with the performance or nonperformance of this AGREEMENT shall be filed in Hillsborough County, State of Florida, and that Florida law shall be controlling.
- 26.8 This AGREEMENT does not empower PROFESSIONAL to undertake any activity reserved to HCSO.
- 26.9 Section headings have been included in this AGREEMENT solely for the purpose of convenience and shall not affect the interpretation of any of the terms of the AGREEMENT.
- 26.10 In the event of any conflict between the provisions of this AGREEMENT and the exhibits, the provisions of the AGREEMENT shall control over the provisions of the exhibits.
- 26.11 In the event any section, sentence, clause, or provision of this AGREEMENT is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the AGREEMENT shall not be affected by such determination and shall remain in full force and effect.
- 26.12 Any term, condition, covenant or obligation which requires performance by either party after termination of this AGREEMENT shall remain enforceable against such party subsequent to such termination.

## 27.0 PUBLIC RECORDS LAWS

- 27.1 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](mailto:Rec_Request@HCSO.Tampa.FL.US)**

## 28.0 TERMINATION FOR PROFESSIONAL ENGAGING IN BUSINESS OPERATIONS IN CUBA OR SYRIA AND TERMINATION FOR PROFESSIONAL BEING ON THE (I) SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, (II) SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST, AND/OR (III) SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

- 28.1 PROFESSIONAL is advised that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services of One Million Dollars (\$1,000,000) or more if such company (i) is engaged in business operations in Cuba or Syria, (ii) is on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (iii) is on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473).
- 28.2 HCSO reserves the right to terminate the AGREEMENT if HCSO discovers that PROFESSIONAL has submitted a false certification regarding PROFESSIONAL'S business operations in Cuba or Syria and/or PROFESSIONAL'S presence on the Scrutinized Companies that Boycott Israel List the Scrutinized Companies with Activities in Sudan List, and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (hereinafter referred to collectively as the "Scrutinized Companies Lists").
- 28.3 In addition, HCSO reserves the right to terminate the AGREEMENT if, prior to the award of the AGREEMENT or during the AGREEMENT Period, PROFESSIONAL engages in business operations in Cuba or Syria and/or PROFESSIONAL has been placed on one or more of the Scrutinized Companies Lists.

## 29.0 Fiscal Non-Funding Clause

- 29.1 This AGREEMENT is subject to funding availability. In the event sufficient budget funds to fund this AGREEMENT become reduced or unavailable, the HCSO shall notify PROFESSIONAL of such occurrence, and HCSO may terminate this AGREEMENT, without penalty or expense to HCSO, upon no less than twenty-four hours (24) hours' written notice to PROFESSIONAL. HCSO shall be the final authority as to the availability of funds and how available funds will be allotted. If this AGREEMENT is funded in whole or in part by federal or state dollars which are

reduced or become unavailable, HCSO shall notify PROFESSIONAL of such occurrence and HCSO may terminate this AGREEMENT, without penalty or expense to HCSO, upon no less than twenty-four (24) hours written notice to PROFESSIONAL.

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

**Hillsborough County Sheriff's Office**

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CHAD CHRONISTER, SHERIFF

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DATE

**Professional: [insert professional name]**

---

AUTHORIZED SIGNATURE

---

PRINTED NAME

---

DATE

---

TITLE

**ATTACHMENT A  
SCOPE OF SERVICES**

**HILLSBOROUGH COUNTY SHERIFF'S OFFICE**  
**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**FOR**  
**PROFESSIONAL ARCHITECTURAL/ ENGINEERING SERVICES**

**1.0 GENERAL**

- 1.1 This ATTACHMENT A describes the intended Scope of Services for the \_\_\_\_\_ project to establish the standards of performance required of the PROFESSIONAL, and to describe the services, information and items to be furnished by the PROFESSIONAL.
- 1.2 The term "PROJECT MANAGER" as used herein refers to the PROJECT MANAGER as defined in the agreement.
- 1.3 The PROJECT consists of the professional architectural and engineering ("A&E") services [insert project description]
- 1.4 The PROFESSIONAL'S Scope of Services will generally include the provision of basic design and construction administration services for the Project. Services will pertain to all necessary Architectural, Civil, Landscaping, Structural, Mechanical, Plumbing, Fire Protection, and Electrical services elements of the Project. In addition, any specialty consultants deemed necessary by the PROFESSIONAL such as audio-visual design, interior design for furniture and shelving, geotechnical services, special threshold inspection services to be provided at HCSO's option. Work must conform to all the programmatic requirements of the HCSO, the applicable codes and ordinances of authorities having jurisdiction.
- 1.5 As part of its services, the PROFESSIONAL shall edit, complete, and submit for approval **ATTACHMENT A-1** and **ATTACHMENT C**, and refine them as necessary for HCSO'S acceptance and approval.
- 1.6 The PROFESSIONAL'S civil scope of services will generally be limited to improvements within approximately five (5) feet of the building footprint and necessary utility coordination/connections as impacted by the remodeling, including limited grading/drainage adjustments directly associated with the work. Stormwater management, hardscape, and landscape/irrigation improvements are not anticipated as part of the basic civil scope unless required due to the PROJECT work or specifically authorized by HCSO. Electrical service design for the building (including coordination of utility service requirements and point of connection) must be included as part of Basic Services.
- 1.7 HCSO has prepared a Preliminary Architectural Building Program for the Project which shall be refined by the PROFESSIONAL and used as the basis for the project program and design.

**2.0 PROJECT SUMMARY INFORMATION**

- 2.1 The PROJECT consists of [insert project information]
- 2.2 The site is located within Hillsborough County and must meet the County's zoning ordinance and all other applicable regulatory requirements, together with all requirements imposed by applicable AHJ.
- 2.3 The Project construction scope generally consists of the following:
  - 1) [insert general construction scope].
- 2.4 The following issues are anticipated to be of importance in the design of the project:
  - 1) [insert issues of importance]

### **3.0 PROJECT BUDGET AND SCHEDULE**

- 3.1 HCSO has established a Construction Budget listed in Section 13 of the contract. PROFESSIONAL acknowledges that this is a reasonable budget and schedule. PROFESSIONAL shall assist HCSO in establishing a reasonable construction schedule for the Projects.
- 3.2 The PROFESSIONAL shall design within the Construction Budget indicated in Section 13 of the contract and shall perform all services consistent with the generally accepted professional standard of care applicable to architects providing similar services under similar circumstances. PROFESSIONAL shall monitor costs during all phases of design of the Project and advise PROJECT MANAGER immediately of any deviations from the budget amount. Any time a cost estimate exceeds the budget amount, PROFESSIONAL shall advise the PROJECT MANAGER of the reasons for the overage and provide reasonable options available and acceptable to HCSO, for bringing the Project back within budget. HCSO and PROFESSIONAL shall discuss what action is to be taken and the PROJECT MANAGER shall direct the ultimate option to be followed. Cost estimates represent PROFESSIONAL'S professional judgment only, and PROFESSIONAL does not provide any warranties or guarantees, express or implied, that bids, proposals, negotiated prices, or the final cost of construction will not vary from any estimate or exceed the Construction Budget. If all responsive and responsible bids or proposals exceed the Construction Budget amount by 20%, PROFESSIONAL shall revise and modify the Construction Documents and assist in re-bidding or negotiating proposals at no additional cost to the HCSO; provided, however, such no additional cost obligation shall apply only to revisions and modifications necessitated by errors, omissions, or deficiencies in the Construction Documents resulting from PROFESSIONAL'S negligent performance (failure to meet the applicable professional standard of care). All such revisions and modifications to the Construction Documents and such re-bidding shall be at the HCSO's option and subject to HCSO's approval.
- 3.3 PROFESSIONAL shall prepare Construction Documents and update as appropriate to assist HCSO in establishing a reasonable construction schedule.

### **4.0 INFORMATION PROVIDED BY HCSO**

- 4.1 The HCSO will provide the following information pertinent to the Project:
- 1) Legal description and survey of the Project site
  - 3) Project location map for site.
  - 4) General Conditions, Special Conditions, and Draft Division 00 and 01 Sections of Construction Contract(s) for review by PROFESSIONAL.
  - 5) HCSO Building Guidelines; if applicable.
  - 6) Facility standards recommended by HCSO – Information Services Division (ISD).
- 4.2 The HCSO will provide the above information to the PROFESSIONAL for incorporation into the design and construction documents for the Project. The PROFESSIONAL shall review all information provided and shall be responsible for the information incorporated into the design and construction documents. The documentation furnished by the HCSO may not meet all current applicable codes and program requirements, but it is to be used by the PROFESSIONAL for informational purposes in the establishment of the final program and design for the Project. It is PROFESSIONAL'S responsibility to comply with all governing codes, regulations, laws and ordinances.

### **5.0 PROFESSIONAL' SERVICES - GENERAL**

- 5.1 The PROFESSIONAL shall consider efficiency, durability and minimum maintenance requirements in its design. The PROFESSIONAL must consider the needs and standards of the HCSO and its stakeholders.

- 5.2 The PROFESSIONAL owes a duty to the HCSO to meet the HCSO'S and User's desire to achieve the highest quality Project to meet the program requirements within the Construction Budget and Schedule to provide the best value to the HCSO. The PROFESSIONAL shall provide its services in compliance with the program requirements and schedule and budget requirements. Among other considerations, the Project must be designed for efficient use of site and interior spaces, security, durability, low maintenance, energy efficiency and flexibility.
- 5.3 The PROFESSIONAL shall be responsible for the professional quality, technical accuracy and coordination of all designs, drawings, specifications and other services furnished by the PROFESSIONAL under this Agreement. The PROFESSIONAL shall without additional compensation correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- 5.4 During all phases of the PROJECT, PROFESSIONAL shall communicate with HCSO through the PROJECT MANAGER. The PROJECT MANAGER shall be invited to and entitled to attend all project meetings. PROFESSIONAL shall provide copies of all communications with HCSO stakeholders (including, as applicable, HCSO Administration, Information Services Division, Facilities, and any other stakeholders designated by HCSO) to the PROJECT MANAGER.
- 5.5 PROFESSIONAL shall present to and review with the PROJECT MANAGER, and with such HCSO divisions, departments, and other stakeholders as the PROJECT MANAGER may designate (which may include, as applicable, Information Services Division, Facilities, HCSO Administration, and other internal stakeholders), the deliverables submitted under this AGREEMENT.
- 5.6 All work by the PROFESSIONAL shall be performed under the direction and supervision of a Registered Architect employed by PROFESSIONAL, licensed in the State of Florida, and all work by the PROFESSIONAL'S Subconsultants shall be performed under the direction and supervision of a Professional Engineer or other appropriate Professional licensed in the State of Florida. The PROFESSIONAL shall be the Architect of Record for the Project and shall be responsible for producing construction documents by its own architectural staff and by its engineering subconsultants. Production of architectural construction documents and coordination of engineering subconsultants shall specifically not be subcontracted to any other architectural firm.
- 5.6.1 The PROFESSIONAL shall be responsible for reviewing and managing the work of its Subconsultants. The PROFESSIONAL shall diligently coordinate and review all work products such as plans, specifications, estimates, permits, etc., provided by its Subconsultants prior to submitting such documents to the HCSO,
- 5.6.2 PROFESSIONAL shall not change its Subconsultants without PROJECT MANAGER'S written consent. The list of PROFESSIONAL'S key personnel and Subconsultants is included in its proposal in response to [insert RFQ number]. The PROFESSIONAL commits that its key personnel and subconsultants indicated in its proposal will be personally working on the Project during the duration of the Project and shall not be changed without the HCSO's PROJECT MANAGER'S written consent.
- 5.7 Services shall be performed by the PROFESSIONAL to the reasonable satisfaction of the PROJECT MANAGER and the PROJECT MANAGER shall decide all technical questions and difficulties that may arise under or by reason of the Agreement including, but not limited to, questions and difficulties relating to the prosecution and fulfillment of the services hereunder, and the character, quality, amount, and value thereof. Matters of dispute shall be referred to the HCSO who shall decide all disputes of any nature

whatsoever that may arise under this Agreement.

- 5.8 PROFESSIONAL and its Subconsultants shall pro-actively negotiate with regulatory and utility agencies for the Project site, to obtain the best options and to reduce cost to the Project in the HCSO'S best interest.
- 5.9 If requested by HCSO'S PROJECT MANAGER, the PROFESSIONAL shall attend scheduled Public Meetings to inform the public about the Project and to obtain public input. Such meeting attendance shall constitute an Additional Service and shall be performed only upon PROJECT MANAGER'S written authorization.
- 5.10 The PROFESSIONAL shall be responsible for coordinating all required architectural, structural, electrical and data/communications requirements with furniture and equipment layouts. The PROFESSIONAL shall provide basic furniture and equipment layouts. Infrastructure for support of furniture and equipment shall be included in the construction documents. All fixed furniture and equipment specifications shall be included in the construction documents. The PROFESSIONAL shall also cooperate with HCSO and provide drawings and specifications as required to allow HCSO to separately contract for certain furniture, equipment and goods and services as HCSO may reasonably require. Color boards, material and interior/exterior color selections shall be provided as part of Basic Services at the appropriate time, as determined by the PROJECT MANAGER.
- 5.11 DELIVERABLES:
  - 5.11.1 All deliverable drawings produced by the PROFESSIONAL shall be prepared using computer-aided design (CAD), or REVIT.
  - 5.11.2 PROFESSIONAL shall provide copies of documents as required by the Regulatory Agencies for their review and approvals.
  - 5.11.3 In addition to hard copies to the Regulatory Agencies, PROFESSIONAL shall provide all deliverables at all phases in electronic format to the HCSO. Electronic format deliverables shall be in the most current versions of software meeting HCSO requirements. The HCSO is currently using the latest version of Microsoft Office, AutoCAD, REVIT, and Adobe Acrobat.

## **6.0 PROFESSIONAL SERVICES – BASIC SERVICES**

- 6.1 PROFESSIONAL shall provide Basic Architectural/Engineering (A/E) Services which shall include complete Architectural and Engineering Services pertaining to all necessary Architecture, Interior Architecture, Structural Engineering, Mechanical Engineering, Plumbing Engineering, Fire Suppression Engineering, Electrical Engineering (including life safety, security, data/communications infrastructure, A/V design), Civil Engineering, Interior Design for Furniture, Landscape Architect/Arborist and Irrigation services required for complete and proper design and construction administration of the project.
- 6.2 The PROFESSIONAL'S Basic Services are further described in ATTACHMENT A-1 and will be organized generally in accordance with the following design and implementation phases, consistent with the RFQ: Conceptual Design (15%), Schematic Design (30%), Design Development (60%), Construction Documents (90%), Permitting, Bidding and Award Support, and Construction Administration (including threshold inspections as applicable)
- 6.3 **30% DESIGN - SCHEMATIC DESIGN PHASE SERVICES**
  - 6.3.1 The PROFESSIONAL shall review the preliminary program furnished by the HCSO regarding the Project scope, taking into consideration the operations, space requirements, adjacencies, equipment, etc. to re-affirm the program to meet the intent and purposes of the Project.
  - 6.3.2 The PROFESSIONAL shall investigate the site development issues/constraints such as zoning, utilities, drainage, etc., and shall summarize all findings in a written report or on the drawings.

- 6.3.3 Based on the mutually agreed upon Program, and site development investigations and the project budget, the PROFESSIONAL shall prepare Schematic Design Documents consisting of drawings and other documents illustrating the scale, and relationship of project site and building components.
- 6.3.4 The PROFESSIONAL shall submit a Schematic Design Construction Cost Estimate based on square foot costs. The cost shall be summarized in CSI format.
- 6.3.5 The PROFESSIONAL shall recommend the type and location of tests (such as geotechnical test borings) necessary for the completion of the PROFESSIONAL'S Construction Documents.
- 6.3.6 The PROFESSIONAL shall provide a report itemizing the potential sustainable site/building elements recommended for inclusion in the Project. in accordance with the Florida Building Code.
- 6.3.7 The PROFESSIONAL shall present alternative approaches for design and construction.
- 6.3.8 **SCHEMATIC DESIGN PHASE DELIVERABLES:**

The required deliverables for this phase shall include:

- One (1) electronic copy of the Updated Project Program.
- Drawings should, at a minimum, include a site plan; floor plans, building section, and two (2) elevations. Include site development constraints Information per 6.4.
- List and schedule of permits.
- Recommended type and location for geotechnical tests.
- Schematic Design Construction Cost Estimate, utilizing current local construction cost model database.
- Sustainable building and site design report.
- One (1) electronic copy of all drawings, both in AutoCAD, or REVIT, and Adobe PDF formats.
- Completed Design Deliverables Checklist for this Phase of Services.

## **6.4 60% DESIGN – DESIGN DEVELOPMENT PHASE SERVICES**

- 6.4.1 Based on the approved Schematic Design Documents and any revisions requested by the HCSO in the Program or the Budget, the PROFESSIONAL shall prepare Design Development Services Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, civil, landscape, structural, mechanical, and electrical systems; materials; and other essential elements as may be appropriate.
- 6.4.2 Prior to finalizing the Design Development plans, the PROFESSIONAL shall provide a furniture layout and electrical/Data layout for the HCSO'S review.
- 6.4.3 As part of the Design Development services, the PROFESSIONAL shall update and confirm the Schematic Design Construction Cost Estimate in CSI format. The Cost Estimate shall be itemized as to the main elements of cost.
- 6.4.4 As part of the Design Development services, PROFESSIONAL shall confirm requirements for, and prepare, coordinate, and submit site permit applications to all applicable Authorities Having Jurisdiction ("AHJ") over the PROJECT, including, without limitation, all governmental, regulatory, and utility entities having permitting, review, or approval authority. PROFESSIONAL shall also submit water and wastewater service applications to the appropriate utility providers and coordinate with the electric utility provider (including TECO or its successor, as applicable) for electrical service.
- 6.4.5 The PROFESSIONAL shall report any additional site development constraints or information relevant to the Project.
- 6.4.6 **DESIGN DEVELOPMENT PHASE DELIVERABLES:**

The required deliverables for this phase shall include:

- Design Development Documents Phase Submittal consisting of:
- Drawings and specifications sufficiently complete as determined by the PROJECT MANAGER, demonstrating completion of the Phase. The drawings shall consist of, at the minimum; all architectural, civil, landscaping, structural, mechanical, electric, and plumbing drawings. The drawings shall, at a minimum, contain; site plans, foundation plans, floor plans, roof plans, reflected ceiling plans, typical wall sections, details, finish schedules, door schedules, structural plans and details, mechanical plans and details, electric plans and details, and plumbing plans and details.
- Floor plans shall include furniture, fixtures, equipment and IT layouts.
- Cut sheets illustrating specified equipment or components, if requested by HCSO.
- Color/Material Boards for exterior and interior materials.
- Permit Schedule.
- Copies of executed permit applications, as appropriate.
- Updated Construction Cost Estimate
- One (1) electronic copy "USB" of all drawings and one (1) electronic copy of specifications, both in AutoCAD and Adobe PDF formats.
- Completed Design Deliverables Checklist for this Phase of Services.

## **6.5 90% DESIGN - CONSTRUCTION DOCUMENT, and PERMIT PHASE SERVICES**

- 6.5.1 Based on the approved Design Development Documents and any further adjustments in the Scope or quality of the Project, or in the Budget as approved by HCSO, the PROFESSIONAL shall prepare 90% Construction Documents consisting of drawings and specifications, setting forth in detail the requirements for the construction of the Project, providing bidding and Permitting information, and recommending special conditions of the contract. During the preparation of the 90% Construction Documents, at the appropriate time and as determined by the PROJECT MANAGER, the PROFESSIONAL shall submit to the HCSO an Interim Progress Construction Documents Review Submittal.
- 6.5.2 The PROFESSIONAL shall provide a written response to HCSO'S design comments and requests and the comments of reviewing agencies. The response must provide a checklist indicating those items incorporated into the design and those that are not included (with explanations for their exclusion).
- 6.5.3 The PROFESSIONAL shall provide a report itemizing the sustainable building design elements included in the design and potential cost savings in terms of energy, operations/maintenance.
- 6.5.4 The PROFESSIONAL shall make recommendations for and prepare documents for the appropriate phasing of construction, bid alternates, etc., for inclusion within the Contract Documents.
- 6.5.5 The PROFESSIONAL shall provide a Final Detailed Construction Cost Estimate in CSI format and an estimate of construction time. The Final Detailed Construction Cost Estimate shall identify all trades and possible subcontracts. The Estimate shall provide cost estimates for bid Alternates.
- 6.5.6 The PROFESSIONAL shall provide an updated permit schedule and shall indicate which permits have been applied for and the status thereof.
- 6.5.7 The PROFESSIONAL shall incorporate review comments made on the Design Development Documents and Interim Progress Construction Documents Review Submittal into the 90% Construction Drawings and Specifications.
- 6.5.8 The PROFESSIONAL shall carefully review the site information, geotechnical report and other investigations and incorporate the findings into the design and specifications.

- 6.5.9 The PROFESSIONAL shall provide complete Technical Specifications for the Project. The PROFESSIONAL shall carefully review the HCSO'S General Conditions of Contract and provide Division I (General Requirements) and Supplementary/Special Conditions which may be required for the Project. Technical Specifications shall be in the Construction Specifications Institute (CSI) format. All paragraphs and sections shall be numbered. Performance specifications shall not be used unless previously approved by the HCSO.
- 6.5.10 The PROFESSIONAL shall meet with HCSO staff, and other interested HCSO stakeholders to review the Construction Documents' submission and make the necessary revisions, modifications and perform a quality check of the work.
- 6.5.11 Prior to submitting deliverables to HCSO, the PROFESSIONAL shall review the Construction Documents, incorporate all review comments provided by HCSO and perform a quality check of the work.
- 6.5.12 At the close of this phase of work, documents must be submitted for permitting. PROFESSIONAL shall prepare and provide the appropriate permit forms necessary to obtain HCSO signatures on all required permits. The PROFESSIONAL shall submit permit applications, plans, and supporting documents to all applicable Authorities Having Jurisdiction ("AHJ") over the PROJECT, including, without limitation, all local, county, regional, state, federal, and utility entities having code, permitting, or approval authority. The PROFESSIONAL shall make all revisions and modifications required to the construction documents by any AHJ in order to obtain the necessary approvals and permits, at no additional cost to HCSO.

6.5.13 **CONSTRUCTION DOCUMENT and PERMIT SET PHASE DELIVERABLES:**

The required deliverables for this phase shall include:

- 90% Design Review Drawings and Specifications consisting of:
- Complete 90% Construction Documents and Signed and Sealed "Permit Set" drawings.
- Updated Furniture and Equipment layout.
- Complete 90% Technical Specifications and Signed and Sealed Permit with Divisions 00 (Advertisement, Invitation to Bid, Bid Proposal Forms, etc.), and 01 (General Requirements), and Supplementary or Special Conditions together with summary list of contractor submittals described above. This must also include cutsheets for all mechanical, electrical and special equipment specified by the PROFESSIONAL.
- Energy Calculations as approved by the building officials.
- Check list responding to HCSO and reviewing agency comments and requests.
- Final, Detailed Estimated Construction Cost and estimate of construction time.
- Updated permit schedule and permit status.
- One (1) electronic copy of all drawings and one (1) electronic copy of specifications (drawings to be both in AutoCAD and Adobe Acrobat formats).
- Completed Design Deliverables Checklist for this Phase of Services.

## **6.6 BIDDING and AWARD PHASE SERVICES**

- 6.6.1 The PROFESSIONAL shall identify, coordinate, prepare, submit, and obtain, as applicable, all plan approvals, utility approvals, engineering permits, and other permits or approvals required by any Authority Having Jurisdiction "AHJ" or applicable utility provider for the Project. Such authorities may include, without limitation, governmental, quasi-governmental, regulatory, environmental, transportation, building, zoning, fire/life safety, public works, utility, and other agencies or entities having review, permitting, inspection, or approval authority

over any portion of the Project. The PROFESSIONAL shall make revisions to the construction documents required to obtain such approvals and permits at no additional cost to HCSO, except to the extent such revisions are caused by HCSO-directed scope changes, changes in applicable laws or codes after the applicable design submission, unforeseen site conditions, or other matters outside PROFESSIONAL's reasonable control.

- 6.6.2 PROFESSIONAL and its Subconsultants shall pro-actively negotiate with regulatory and utility agencies to obtain the best options and to reduce cost to the Project in the HCSO'S best interest.
- 6.6.3 The PROFESSIONAL shall review the Construction Documents, incorporate all review comments provided by HCSO and reviewing agencies, and perform a quality check of the work.
- 6.6.4 The PROFESSIONAL shall provide a list of all approvals and permits and the expiration dates and required renewal dates of each approval or permit.
- 6.6.5 The PROFESSIONAL shall provide a written response to HCSO'S design comments and requests and the comments of reviewing agencies. The response must provide a checklist indicating those items incorporated into the design and those that are not included (with explanations for their exclusion).
- 6.6.6 The PROFESSIONAL shall provide a sustainable building report for the facility demonstrating intent to conform with minimum Sustainable certification standards. The report shall itemize the sustainable building design elements included in the design and potential cost savings in terms of energy, operations/maintenance.
- 6.6.7 The PROFESSIONAL shall provide a summary list of all contractor submittals required under Technical Specifications in a format approved by the PROJECT MANAGER. This shall include materials submittals, shop drawings, test reports, closeout documents, and warranty/guarantees by Division.
- 6.6.8 The PROFESSIONAL shall meet with HCSO staff, and other interested HCSO departments to review the Construction Documents submittals and make the necessary revisions, modifications and perform a quality check of the work.
- 6.6.9 The PROFESSIONAL shall provide a Final Estimated Construction Cost and Construction Schedule.
- 6.6.10 The PROFESSIONAL shall provide Final Construction Documents consisting of all plans and specifications incorporating all necessary review comments and corrections, including those required by County and permitting agencies.
- 6.6.11 **FINAL BIDDING DOCUMENTS DELIVERABLES:**
  - The PROFESSIONAL shall submit two (2) copies - in ARCH D and 24 x 36 of all Final Review/Permit Phase deliverables. The deliverables shall include:
    - Completed and revised drawings.
    - Two (2) complete sets of Technical Specifications, one bound, one unbound, with Division 01, and Supplementary and Special Conditions.
    - Checklist responding to County and reviewing agency comments and requests.
    - Sustainable Building Design Report.
    - Final Construction Cost Estimate and Construction Schedule.
    - Copies of all Permits.
    - Permit list indicating dates obtained with expiration and required renewal date.
    - One (1) copy of all deliverables including drawings, specifications, and reports on a USB, both in AutoCAD and Adobe Acrobat formats.
    - Completed Design Deliverables Checklist for this Phase of Services

## **6.7 BIDDING AND AWARD PHASE**

- 6.7.1 The PROFESSIONAL shall provide, at the appropriate time, construction documents of sufficient completion, as determined by the PROJECT MANAGER, and assist the HCSO in obtaining competitive bids within the construction budget from qualified contractors.
- 6.7.2 The PROFESSIONAL shall attend Pre-Bid Conferences, clarify documents, review substitutions, and prepare addenda.
- 6.7.3 The PROFESSIONAL shall review the bids, bidder qualifications and make recommendations thereon.
- 6.7.4 At the HCSO'S option, the construction procurement may be achieved in stages through continuing contracts, bidder qualifications/sealed bids and other competitive processes. The PROFESSIONAL shall provide full cooperation to the HCSO if such processes are utilized.
- 6.7.5 Should all bids or proposals be more than twenty percent (20%) of the Final Construction Cost Estimate, the PROFESSIONAL shall at the HCSO'S option, revise the design and assist in re- bidding at no additional cost to the HCSO.

### **6.7.6 BIDDING/NEGOTIATION PHASE DELIVERABLES:**

The PROFESSIONAL shall submit one (1) paper copy (ARCH D and 24 x 36) of all deliverables together with digital copies. The deliverables shall consist of the following:

- Copies of all correspondence and meeting minutes attended by PROFESSIONAL.
- Copies of all Addenda.
- PROFESSIONAL'S bid/proposal review and recommendation.
- If required, one (1) bound final reproducible set of revised and completed drawings and specifications.
- One (1) copy of all revised deliverables and Addenda, including drawings, specifications, and reports on USB.

## **6.8 CONSTRUCTION ADMINISTRATION PHASE SERVICES**

- 6.8.1 The PROFESSIONAL and its Subconsultants shall provide administration of the Construction Contract as provided herein during construction duration. Additionally, PROFESSIONAL shall provide construction administration in its role as the PROFESSIONAL, in accordance with the HCSO'S Contract Documents which are contained within the Construction Contract. The PROFESSIONAL shall make itself familiar with the HCSO'S Construction Contract to perform its tasks as necessary. It is anticipated that library site will have a separate Construction Contract and unique schedule.
- 6.8.2 The term "CONTRACTOR" as used herein shall also apply to all construction contractors retained by the HCSO for the Project.
- 6.8.3 The PROFESSIONAL shall assist the CONTRACTOR in obtaining construction permits by providing the correct and necessary architectural/engineering documents, approved plans, permits, etc.
- 6.8.4 The PROFESSIONAL shall be the duly authorized representative of the HCSO during the Construction Phase and shall advise and consult with the HCSO. The PROFESSIONAL shall have authority to act on behalf of the HCSO to the extent provided herein and in the Construction Contract unless otherwise modified in writing.
- 6.8.5 The PROFESSIONAL shall at all times have access to the Construction Work whenever it is in preparation or in progress.
- 6.8.6 The PROFESSIONAL and its Sub-Consultants shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the construction work, and to determine in general if the

CONTRACTOR'S work is proceeding in accordance with the Contract Documents. Based on such on-site observations, the PROFESSIONAL shall keep the HCSO informed by means of written status reports of the progress and quality of the CONTRACTOR'S work and shall guard the HCSO against defects and deficiencies in the work of the CONTRACTOR.

- 6.8.7 The PROFESSIONAL shall attend all pre-construction meetings, site meetings and conferences as requested by the PROJECT MANAGER. The PROFESSIONAL, with the coordination of the PROJECT MANAGER, shall attend regular progress meetings at least twice a month. Additional site meetings may be required depending on Project progress, conflicts with Contract Documents, errors and omissions, and construction conflicts. Unless otherwise directed by the PROJECT MANAGER, the PROFESSIONAL shall preside at the meeting and provide for keeping minutes and distribution of the minutes.
- 6.8.8 The PROFESSIONAL shall not have control or charge of and shall not be responsible for the construction means, methods, techniques, sequences or procedures; nor for the safety precautions and programs in connection with the CONTRACTOR'S work; nor for the acts or omissions of the CONTRACTOR, Subcontractors or any other persons performing any of the construction work; nor for failure of any of them to carry out said work in accordance with the Contract Documents.
- 6.8.9 The PROFESSIONAL shall provide responses to all Requests for Information (RFI), from the CONTRACTOR and the HCSO, and issue Architectural Supplementary Instructions (ASI) and Drawings as necessary with regards to the Contract Documents and the Construction. The PROFESSIONAL shall update 100% Construction Documents as necessary to reflect major RFI's and ASI's items.
- 6.8.10 The PROFESSIONAL shall review all Payment Applications submitted by the CONTRACTOR and shall either approve or reject such application. Approval of a Payment Application shall constitute a representation by the PROFESSIONAL to the HCSO that the construction work has progressed to the point indicated; that the quality of said work is in accordance with the Contract Documents and that the CONTRACTOR is entitled to payment in the amount approved. If the Payment Application is rejected, the PROFESSIONAL shall provide reasons for the rejection. The PROFESSIONAL'S action on Payment Applications shall be prompt and in accordance with the Contract Documents.
- 6.8.11 The PROFESSIONAL shall be the initial interpreter of the requirements of the Contract Documents and an impartial judge of the performance thereunder by the CONTRACTOR. Claims, disputes and other matters relating to the execution and progress of the CONTRACTOR'S performance under the Contract Documents shall be referred initially to the PROFESSIONAL for recommendation which shall be rendered in writing within a reasonable time. Interpretations and recommendations of the PROFESSIONAL shall be consistent with the intent of the Contract Documents and reasonably inferable from the Contract Documents and shall be in written or graphic form. Prior to issuing such interpretations and recommendations, PROFESSIONAL shall consult with the PROJECT MANAGER.
- 6.8.12 The PROFESSIONAL shall have the responsibility of making recommendations as appropriate to reject CONTRACTOR'S work, which does not conform to the Contract Documents. Whenever, in the PROFESSIONAL'S reasonable opinion, it is necessary or advisable to ensure the intent of the Contract Documents, the PROFESSIONAL will have authority to require special inspection or testing of the work in accordance with the provisions of the Contract Documents; whether such work will then be fabricated, installed, or completed.
- 6.8.13 The PROFESSIONAL shall review and take no exception or take other appropriate action upon the CONTRACTOR'S submittals such as shop drawings, product data, samples, and test reports for conformance with the design concept of the Project

and with the information given in the Contract Documents.

- 6.8.14 Unless otherwise directed by the PROJECT MANAGER, the PROFESSIONAL shall provide Proposal Requests to the CONTRACTOR and shall negotiate, prepare, and approve Change Orders and/or Allowance Authorization Releases (AAR's) for HCSO's approval and execution. Such Change Orders and AARs shall be negotiated with the CONTRACTOR and prepared in a timely manner.
- 6.8.15 The PROFESSIONAL shall issue Field Orders to the CONTRACTOR, when required, to make minor changes in the work not involving adjustment in the Contract Sum or extension of Contract Time.
- 6.8.16 The PROFESSIONAL shall conduct inspections to determine the dates of Substantial Completion and Final Completion; shall prepare punch lists; shall receive, review and forward to the HCSO written warranties and related close-out documents (including record documents) required by the Contract Documents and assembled by the CONTRACTOR; and shall certify and forward the CONTRACTOR'S final Application for Payment.
- 6.8.17 The PROFESSIONAL shall provide prompt responses on all items requiring its action, such as permit information, plans interpretation, field orders, proposal requests, and change orders.
- 6.8.18 The PROFESSIONAL shall act as the Architect/Engineer of Record for the design of the facility. The Architect/Engineer of Record shall execute the required Regulatory and Utility Agencies' certifications as necessary for library site.
- 6.8.19 The PROFESSIONAL shall submit two (2) USB copies, in AutoCAD, MSOffice, and Adobe Acrobat format, of all construction administration phase deliverables. The deliverables shall include:
- **Conformed Set** of Documents
  - Copies of all pertinent construction correspondence, including reports of all field meetings, inspections and conferences.
  - Monthly Construction Status Reports/Deficiencies.
  - Monthly Submittal Status Report.
  - Copies of all approved Shop Drawings, Test Reports, Substitutions and Materials Submittals.
  - Monthly Logs of Requests for Information (RFI's) with PROFESSIONAL'S responses.
  - Log of all Change Order/Proposed Change Request items.
  - Log of all requests for changes.
  - Schedule of all tests and inspections.
  - Signed certificates of Substantial and Final Completion.
  - Signed and sealed certifications required by utility/regulatory agencies.
  - Updated construction documents.
  - Completed Design Deliverables Checklist for this Phase of Services

## 7.0 **ADDITIONAL SERVICES AND ALLOWANCE AMOUNTS [may change depending on the project]**

- 7.1 **HCSO'S Additional Services Allowance:** It is anticipated that certain additional services may be required by the HCSO. An upset limit in the amount of **[\$insert amount here]** is provided under the Agreement as an Allowance for the provision of HCSO'S Additional Services. Such Other Additional Services shall be subject to authorization by the CHIEF of GENERAL OPERATIONS.

**END OF ATTACHMENT A**

**ATTACHMENT A - 1**  
**DETAILED SCOPE OF SERVICES**

**ATTACHMENT B**  
**METHOD OF COMPENSATION and PAYMENT**

# HILLSBOROUGH COUNTY SHERIFF'S OFFICE

## ATTACHMENT B

### METHOD OF COMPENSATION AND PAYMENT FOR

#### 1.0 COST OF SERVICES

- 1.1 The **PROFESSIONAL** has agreed to perform the services under this Agreement for a total amount of \$ [REDACTED] which includes all Basic Services, Additional Services, personnel costs, subconsultant services, overhead, and profit.
- 1.2 The components of the total amount are as follows:
  - 1.2.1 Basic Services: To include complete Architectural and Engineering Services pertaining to all necessary Architecture, Interior Architecture, Structural Engineering, Mechanical Engineering, Plumbing Engineering, Fire Suppression engineering, Electrical Engineering (including life safety, security, data/communications infrastructure), Audio Visual Engineering, Civil Engineering, Landscape and Irrigation, required for complete and proper design, permitting, bidding, and construction of the project. The services, milestones, and deliverables for each of the Phases are described in Attachment A, Professional' Scope of Services; the compensation is part of Attachment C, Professional's Fee Proposal.
  - 1.2.2 Additional Services: Compensation for any Additional Services authorized under this AGREEMENT shall be established in advance by a written Modification Agreement executed in accordance with Article 14.0. Unless otherwise expressly provided in such Modification Agreement, the compensation for Additional Services shall be based upon the unit prices, hourly rates, and/or lump sum amounts set forth in ATTACHMENT C, as such proposal and exhibits are incorporated into this AGREEMENT. No Additional Services shall be compensable unless (a) HCSO has specifically requested the services in writing, and (b) a corresponding Modification Agreement has been fully executed by HCSO's authorized representative. In the event of any conflict between the compensation terms stated in PROFESSIONAL'S proposal or its exhibits and this ATTACHMENT B or the applicable Modification Agreement, the terms of this ATTACHMENT B and the Modification Agreement shall control.
- 1.3 The services and deliverables for each of the above Phases are described in Attachment A, Scope of Services. PROFESSIONAL shall provide Additional Services under the Additional Services Allowance at the request of the HCSO, upon written letter(s) of authorization by the CHIEF of GENERAL OPERATIONS.
- 1.4 The PROFESSIONAL shall work hours required to meet the schedule. if overtime is required to meet the schedule, HCSO shall not reimburse or compensate the PROFESSIONAL, unless properly approved in writing by the HCSO's PM.

#### 2.0 SUBCONSULTANT COSTS

- 2.1 Compensation for Subconsultant costs shall be included within the lump sum fee for the required scope of services.

#### 3.0 REIMBURSABLE COSTS

- 3.1 All reimbursable expenses, including printing, travel, car rental, lodging, etc., shall be included within the lump sum fee for the required scope of services. Deliverables indicated in Attachment A Scope of Services shall not be subject to reimbursable costs but shall be

part of the lump sum cost of services.

- 3.2 Reimbursable expenses for permit fee payments shall be submitted to the HCSO with the PROFESSIONAL'S invoice. The PROFESSIONAL shall submit to the HCSO copies of all regulatory agencies' receipts with invoice. Reimbursement shall not include an overhead or mark-up by the PROFESSIONAL.

#### **4.0 PAYMENTS**

- 4.1 Invoices shall be submitted electronically no more than once monthly to HCSO, Attention: OTC ACCOUNTS PAYABLE to: **accountspayable@hcsotampa.fl.us** The e-mail shall contain a clear reference to the project and the services rendered. A copy of the invoice and supporting material shall be forwarded to HCSO's General Services and Facilities Operations DESIGNEE when submission is sent to ACCOUNTS PAYABLE. If PROFESSIONAL does not follow the requirements listed above, invoices will be considered as having not been submitted.
- 4.2 Invoices must be in a form acceptable to PROJECT MANAGER and must be in sufficient detail to determine invoice validity. For example, the PROFESSIONAL shall invoice by each specific Phase/Sub Phase and consistent with Section 1.2 above. Invoices for Additional Services must describe work performed and authorization received. Invoices must include the title of the project. Each invoice shall include sufficient line-item detail to verify all amounts billed (including, as applicable, dates of service, task/phase/sub-phase, hours, rates, quantities, unit costs, and extended totals) and shall be accompanied by complete backup documentation substantiating each invoice. "Backup documentation" means any and all source documents and records supporting the costs and amounts invoiced, including, as applicable, vendor/subconsultant invoices and supporting detail, purchase/rental documentation, and written authorizations for Additional Services. Reimbursable expenses, if any, are payable only to the extent expressly permitted by this AGREEMENT and properly supported. Each request for reimbursement shall be itemized and shall include complete backup documentation substantiating the expense.
- 4.3 Additional documentation shall be furnished to the FISCAL DIVISION as required.
- 4.4 The invoice shall be submitted only for work which has been reviewed and accepted by PROJECT MANAGER. If milestone submittals are incomplete, or the work does not meet the HCSO's criteria, or percentage of work complete is less than represented in invoice, PROJECT MANAGER may, at his/her sole option, reduce the invoice amount by the amount that the work is incomplete or inadequate, or HCSO's DESIGNEE may return invoice to PROFESSIONAL and require that the submittal be brought up to an acceptable level prior to payment.
- 4.5 In any case in which an improper invoice is submitted by PROFESSIONAL, the PROJECT MANAGER shall, within ten (10) days after the improper invoice is received, notify the PROFESSIONAL that the invoice is improper and indicate what corrective action on the part of the PROFESSIONAL is needed to make the invoice proper.
- 4.6 Neither the 15-day review time nor the time associated with returning an improper invoice shall be included in the 45-day period discussed below.
- 4.7 As established by Florida Statute, Chapter 218.74 (2), payment shall be made within 45 days after the date a proper invoice is presented for payment to the OTC ACCOUNTS PAYABLE. If payment is not made within the time specified by law, interest will be paid to the PROFESSIONAL in accordance with Florida Statutes, 218.74 (4).

**END OF ATTACHMENT B**

**ATTACHMENT C**  
**PROFESSIONAL FEE PROPOSAL, FEE PROPOSAL AND**  
**SCHEDULE**

**ATTACHMENT D**  
**TRUTH IN NEGOTIATION CERTIFICATE**

**ATTACHMENT D**

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**TRUTH IN NEGOTIATION CERTIFICATE**

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, \_\_\_\_\_, hereby certifies that wage rates and other factual unit costs supporting the costs for professional services for Architectural and Engineering Services for \_\_\_\_\_ are accurate, complete, and current at the time of contracting.

**PROFESSIONAL:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
AUTHORIZED SIGNATURE

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ATTACHMENT E**  
**CERTIFICATE OF LIABILITY INSURANCE**