

Exhibit A

Professional Services Requirements

For Leon County and Architect, Engineer, and Landscape Architect Consultants

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Section 1 - General Information

- 1.1** This Agreement is based on the General Information set forth in this Section between the Consultant named in the Agreement, and Leon County, hereinafter called "the County".
- 1.1.1** The physical characteristics and program for the Project and budget for the Cost of the Work as defined in Section 6.1 shall be as described in the Project Summary issued by the County.
- 1.1.2** The County may require specific design and anticipated construction milestone dates, including:
(1) Design, Construction Documents and Procurement phase milestone dates;
(2) Construction commencement date;
(3) Substantial Completion date; and
(4) Other milestone dates.
- 1.1.3** The County intends to utilize a competitive bid procurement and delivery method for the Project unless specified otherwise.
- 1.1.4** The Consultant shall identify and provide a listing of all the Consultant's consultants to the County's designated representative prior to commencement of Professional Services.
- 1.2** The County and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change, and, in that event, the County and the Consultant shall appropriately adjust the Consultant's services, schedule for the services to be performed, and compensation. The County shall adjust the budget for the Cost of the Work and anticipated design and construction milestones, as necessary, to accommodate material changes in the General Information.

- 1.3** In addition to this agreement, the Consultant shall follow all requirements within the Leon County Professional Services Guidelines. If a conflict is found to exist between this agreement and the Professional Services Guidelines, this agreement shall prevail.

Section 2 - Consultant's Responsibilities

- 2.1** The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the State of Florida to provide the services required by this Agreement.
- 2.2** The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by Consultants practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- 2.3** The Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to the Project.
- 2.4** Except with the County's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to this Project.
- 2.5** The Consultant shall utilize the Sub-Consultants designated in the Consultant's Proposal for Professional Services. Any changes to Sub-Consultants shall be submitted to the County in writing and reviewed and approved by the County Contract Manager prior to commencement of the Sub-Consultant's Professional Services.

Section 3 - Scope of Consultant's Basic Services

3.1 General Description

- 3.1.1** The Consultant's Basic Services consist of those described in this Section and shall include usual and customary Professional Services by other professional disciplines required to complete the work. Services not set forth in this Section are Supplemental or Additional Services.
- 3.1.2** The Consultant shall manage the Consultant's services, research applicable design criteria, attend Project meetings, produce and distribute minutes to Project meetings to all attendees within five (5) business days of such meetings, communicate with all members of the Project team, and report progress to the County on, at a minimum, a bi-weekly basis.
- 3.1.3** The Consultant shall coordinate its services with those services provided by the County and the County's consultants. The Consultant shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the County and the County's consultants. The Consultant shall provide prompt written notice to the County if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.
- 3.1.4** Within five (5) business days of the date of the Notice to Proceed with Professional Services from the County, the Consultant shall submit for the County's approval a schedule for the performance of the Consultant's services including the anticipated start date of services and milestone dates for each phase of services (i.e. Pre-Design / Schematic Design, Design Development, 50% and 100% Construction Documents phases). The schedule shall include allowances for periods of time required for the County's review, for the performance of the County's consultants (if any), and for approval of

submissions by authorities having jurisdiction over the Project. Once approved by the County, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant. With the County's approval, the Consultant shall adjust the schedule, if necessary, as the Project proceeds until the commencement of the Bid Phase of the Project.

- 3.1.5** The Consultant shall not be responsible for directives or substitutions requested by the County, or for the County's acceptance of non-conforming Work, made or given without the Consultant's written approval.
- 3.1.6** The Consultant shall contact authorities having jurisdiction required to approve the Construction Documents and entities providing utility services to the Project. The Consultant shall respond to applicable design requirements imposed by those authorities and entities.
- 3.1.7** The Consultant shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project, as well as making all necessary changes, inclusions and clarifications to the documents as required by the authorities having jurisdiction to secure all necessary permits to commence construction of the Project.
- 3.1.8** The Consultant shall familiarize themselves with the Leon County Facility Design Guidelines and incorporate the guidance and requirements included therein into the Project's design to the greatest extent feasible. When the guidance and requirements included in the County Facility Design Guidelines cannot be incorporated into the Project, the Consultant shall inform and consult with the County prior to proceeding with Design Phase services.
- 3.1.9** Upon completion of a Purchase Order by Leon County, the Project Manager will forward a Notice to Proceed letter for commencement of Professional Services. Services shall commence within the timeframe specified in the Notice to Proceed. Any Services conducted prior to receipt of Notice to Proceed and Purchase Order from the County are done so at-risk.

3.2 Predesign / Schematic Design Phase Services

- 3.2.1** The Consultant shall be responsible for the development and submittal to the County the Project Program / Scope of Work and Opinion of Probable Project Cost. This task shall utilize information furnished by the County, and shall include review of all laws, codes, and regulations applicable to the scope and nature of the Work. If the Consultant determines that the information furnished by the County to be used in the Project program results in issues with a design that are not compliant with applicable laws, codes and regulations, or are not generally in the best interests of the Project program, schedule or budget for the Cost of the Work, the Consultant shall immediately notify the County in writing. The Consultant shall notify the County in writing of any additional information required from the County or consulting services that may be reasonably needed for the Project.
- 3.2.2** The Consultant shall discuss with the County alternative approaches to design and construction of the Project as necessary to optimize the economic value, implement best construction practices and ensure design appropriateness of the Project.
- 3.2.3** Based on the County's approval of the Project Program / Scope of Work and Opinion of Probable Project Cost, the Consultant shall prepare Schematic Design Documents and submit for the County's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may, at the County's request, include digitally modeled 3-dimensional representations as required by the County

as required to convey all aspects of the design. Preliminary selections of major building systems and construction materials shall be graphically indicated on the drawings or described in writing.

- 3.2.4** The Consultant shall consider sustainable design alternatives, such as alternative material choices and building orientation, building systems and equipment together with other considerations based on program and aesthetics, in developing a design that is consistent with the County's program, schedule and budget for the Cost of the Work. The County may request more advanced sustainable design services as a Supplemental Service under Section 4.1.
- 3.2.5** The Consultant shall submit to the County an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- 3.2.6** The Consultant shall submit the Schematic Design Documents in .PDF format and request the County's approval. The County shall review the Schematic Design Documents within five (5) business days of the date of receipt and either approve or request revision and resubmittal. Upon approval, the County shall issue a Notice to Proceed with Design Development Phase services.
- 3.2.7** Period of Service for Predesign / Schematic Design Phase activities shall be as per the approved Schedule of Services indicated in Section 3.1.4 following authorization for the Consultant to proceed with Schematic Design Phase services.

3.3 Design Development Phase Services

- 3.3.1** Based on the County's approval of the Schematic Design Documents, and on the County's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Consultant shall prepare Design Development Documents for the County's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, updated or additional digitally modeled 3-dimensional representations (if required by the County), typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to civil / site work / landscape design, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- 3.3.2** The Consultant shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.
- 3.3.3** The Consultant shall submit the Design Development Documents in .PDF format, advise the County of any adjustments to the estimate of the Cost of the Work, and request the County's approval. The County shall review the Design Development Documents within five (5) business days of the date of receipt and either approve or request revision and resubmittal. Upon approval, The County shall issue a Notice to Proceed with Construction Documents Phase services.
- 3.3.4** Period of Service for Design Development Phase activities shall be as per the approved Schedule of Services indicated in Section 3.1.4, following authorization for the Consultant to proceed with Construction Documents Phase services.

3.4 Construction Documents Phase Services

- 3.4.1** Based on the County's approval of the Design Development Documents, and on the County's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Consultant shall prepare Construction Documents for the County's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The County and Consultant acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Consultant shall review in accordance with Section 3.6.4.
- 3.4.2** The Consultant shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. Such requirements shall include compliance with all building codes under Chapter 553, F.S., applicable zoning codes and local rules and regulations.
- 3.4.3** During the development of the Construction Documents, the Consultant shall assist the County in the development and preparation of the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Consultant shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications (AIA A201-2017 or equivalent format approved by the County).
- 3.4.4** The Consultant shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3. By 50 percent completion of the Construction Documents Phase, the Consultant shall resolve with the County any apparent discrepancy between Estimates of the Cost of the Work and the scope and requirements of the County. The Consultant shall be permitted to include acceptable alternates in the Contract Documents to provide a finished and acceptable facility within the County's budget. Contract Documents are defined as all documents listed in the Contract (or Agreement) including any amendments.
- If budget constraints require, at the discretion of the County, provisions for phased construction shall be incorporated into the Construction Documents prior to initiation of Construction Documents Phase services.
- 3.4.5** The Consultant shall submit the Construction Documents in .PDF format to the County, advise the County of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the County's approval. The County shall review the Construction Documents within five (5) business days of the date of receipt and either approve or request revision and resubmittal.
- 3.4.6** Upon approval of 100% Construction Documents by the County, the Consultant shall submit 100% Construction Phase Documents to the authority(ies) having jurisdiction for plan review and pay the plan review portion of the building permit fee as a reimbursable expense per Section 11.7.1.
- 3.4.7** Once all plan review issues by the authority(ies) having jurisdiction have been addressed and incorporated into the Construction Documents by the Consultant, the County shall proceed with Procurement Phase services, at which time all final 100% Construction Phase drawings shall be provided by the Consultant to the County in a.PDF format. The Consultant shall also provide the County with all subsequent supplemental drawings and specifications to be issued to the prospective bidders in a .PDF format.

3.4.8 The Consultant shall signify responsibility for the Contract Documents prepared pursuant to this Agreement by affixing his/her signature, date and seal thereto as required by Chapters 471 and 481, Florida Statutes.

3.4.9 Threshold Buildings. If the facility being constructed meets the definition of a threshold building as defined in Section 553.71(12), Florida Statutes, then the Consultant shall insert the following statement on each sheet required by Chapters 471 and 481, Florida Statutes, to be signed, sealed and dated by the Consultant:

“To the best of my knowledge, the plans, specifications, and addenda comply with the applicable minimum building codes.”

In addition, the Consultant must prepare and submit to the County and Permitting Authority two (2) copies of a Threshold Building Inspection Plan. This Threshold Building Inspection Plan must give specific inspection procedures and schedules so that the building will be adequately inspected for compliance with the permitted construction documents.

3.4.10 Where this Agreement provides for the County’s approval of the Consultant’s design suggestions and decisions, such approval shall not relieve the Consultant of any responsibility or warranty hereunder.

3.4.11 Period of Service for Construction Documents Phase activities shall be as per the approved Schedule of Services indicated in Section 3.1.4 following authorization for the Consultant to proceed with Construction Documents Phase services.

3.5 Procurement Phase Services

3.5.1 General

3.5.1.1 Following the approval of the Construction Documents by the authority(ies) having jurisdiction, the Consultant shall assist the County in obtaining either competitive bids or negotiated proposals.

3.5.2 Competitive Bidding

3.5.2.1 Bidding Documents shall consist of bidding requirements promulgated by the County and proposed Contract Documents.

3.5.2.2 The Consultant shall assist the County in bidding the Project by attending a pre-bid conference for prospective bidders administered by the County and preparing and submitting responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda within a time frame specified by the County. The addenda will be issued to prospective bidders by the County. The Consultant shall be responsible for answering all questions from prospective bidders assigned to them by the County in an appropriate format to completely relay sufficient information to ensure that all bidder questions have been answered. Addenda may include formal answers to bidders’ questions in writing and / or supplemental drawings and specifications.

3.5.2.3 Allowances for product or material substitution in the Bidding Documents are not permitted. However, if the County and the Consultant agree that substitutions are in the best

interest of the project, the Bidding Documents shall permit substitutions by the County's written authorization. In such cases the Consultant shall, as part of its Basic Services, consider requests for substitutions and prepare and identify approved substitutions to the County and include them in an addendum.

3.6 Construction Administration Phase Services

3.6.1 General

- 3.6.1.1** The Consultant shall provide administration of the Contract between the County and the Contractor as set forth below and in the General Conditions of the Contract for Construction (AIA A201-2017 or approved equivalent). If the County and the Contractor modify the General Conditions of the Contract for Construction, those modifications shall not affect the Consultant's services under this Agreement unless the County and the Consultant amend this Agreement.
- 3.6.1.2** The Consultant shall advise and consult with the County during the Construction Phase Services. The Consultant shall have authority to act on behalf of the County only to the extent provided in this Agreement. The Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Consultant be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Consultant shall be responsible for the Consultant's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Contractor.
- 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Consultant's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Consultant issues the final Certificate for Payment.

3.6.2 Evaluations of the Work

- 3.6.2.1** The Consultant shall visit the site at the scheduled bi-weekly project meetings with the County's Project Manager and the Contractor, and become generally familiar with the progress and quality of the portion of the Work completed, and to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Based on the site visits, the Consultant shall keep the County reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the County in writing:
- (1) known deviations from the Contract Documents;
 - (2) known deviations from the most recent construction schedule submitted by the Contractor; and
 - (3) defects and deficiencies observed in the Work.
- 3.6.2.2** The Consultant has the authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable, the Consultant shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good

faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

3.6.2.3 The Consultant shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the County or Contractor. The Consultant's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

3.6.2.4 Interpretations and decisions of the Consultant shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Consultant shall endeavor to secure faithful performance by both the County and the Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Consultant's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

3.6.2.5 Unless the County and Contractor designates another person to serve as an Initial Decision Maker, as that term is defined in the General Conditions of the Contract for Construction, the Consultant shall render initial decisions on disputes in the Work between the County and Contractor as provided in the Contract Documents.

3.6.3 Certificates for Payment to Construction Contractor

3.6.3.1 The Consultant shall review and certify or reject the amounts due the Contractor within ten calendar days and shall issue certificates in such amounts in a format approved by the County (AIA G702 and G703 Application and Certificate for Payment). The Consultant's certification for payment shall constitute a representation to the County, based on the Consultant's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to:

- (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion;
- (2) results of subsequent tests and inspections;
- (3) correction of minor deviations from the Contract Documents prior to completion; and
- (4) specific qualifications expressed by the Consultant.

3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Consultant has:

- (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work;
- (2) reviewed construction means, methods, techniques, sequences or procedures;
- (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the County to substantiate the Contractor's right to payment; or
- (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

3.6.3.3 The Consultant shall maintain a record of the Applications and Certificates for Payment.

3.6.4 Submittals

- 3.6.4.1** The Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Consultant's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Consultant's professional judgment, to permit adequate review.
- 3.6.4.2** The Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Consultant's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- 3.6.4.4** Subject to Section 4.2, the Consultant shall review and respond to requests for information about the Contract Documents. The Consultant shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Consultant's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Consultant shall prepare and issue supplemental Drawings and Specifications in response to the requests for information and provide copies of such drawings and specifications to the County in .PDF format at the time of issuance.
- 3.6.4.5** The Consultant shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

3.6.5 Changes in the Work

- 3.6.5.1** The Consultant may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Consultant shall prepare Change

Orders (AIA G701), Change Proposal Requests (AIA G709), Supplemental Instructions (AIA G710) and Construction Change Directives (AIA G714) or equivalent format approved by the County for the County's approval and execution in accordance with the Contract Documents.

3.6.5.2 The Consultant shall maintain records relative to changes in the Work.

3.6.5.3 During the course of the project, the County reserves the right to add or remove items from the Scope of Work of the project. Via the Consultant, the County will request values from the Contractor for the work that is to be added or removed and shall require the Consultant to issue the appropriate documents as indicated in Section 3.6.5.1 to formally include such changes in the Construction Documents. The Consultant shall be reimbursed for Professional Services for changes in the Scope of Work requested by the County as indicated in Section 4.

3.6.6 Project Completion

3.6.6.1 The Consultant shall:

- (1) conduct inspections to determine the date of Substantial Completion and the date of final completion;
- (2) issue a Certificate of Substantial Completion;
- (3) forward to the County, for the County's review and records, written warranties and related documents required by the Contract Documents and the County and received from the Contractor; and
- (4) issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Consultant's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

3.6.6.2 The Consultant's inspections shall be conducted in conjunction with the County to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

3.6.6.3 When Substantial Completion has been achieved, the Consultant shall inform the County about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

3.6.6.4 The Consultant shall forward to the County the following information received from the Contractor in the appropriate AIA format or equivalent approved by the County:

- (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment (AIA G707);
- (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the County against liens (AIA G706 and G706a); and
- (3) any other documentation required of the Contractor under the Contract Documents.

3.6.6.5 At the conclusion of construction administration phase services, the Consultant shall submit to the County a record copy of the base floor plan(s), base roof plans(s) and base exterior elevations in .DWG format that depicts all changes adopted during the course of the project.

Section 4 - Supplemental and Additional Services

4.1 Supplemental Services. The services listed below are not included in Basic Services but may be required for the Project. The Consultant shall, prior to providing a Professional Services Proposal to the County, notify the County of any recommended Supplemental Services deemed, in their opinion, necessary to the project for the County's consideration. **The Consultant shall not assume that such services will be provided by the County.** The Consultant shall provide the listed Supplemental Services only if specifically approved by the County prior to Notice to Proceed with Professional Services, and the County shall compensate the Consultant as provided in Section 11.2. Supplemental Services may include, but are not limited to the following:

- (1) Building Programming
- (2) Measured Drawings
- (3) Existing Facilities Surveys
- (4) Site Evaluation and Planning
- (5) Feasibility Studies/ Analysis
- (6) Master Planning
- (7) Soils Investigations/Reports
- (8) Surveys -Topographic/Boundary /Vegetation/Improvements/Utilities
- (9) Toxic Substance Mitigation Surveys and Consultation
- (10) Site Environmental Assessments
- (11) Site DRI, PUD, Site Plan Review and/or Zoning Modifications
- (12) Civil Engineering (including Paving, Grading, Utilities, Drainage/Storm-Water Management)
- (13) Fast-track design services
- (14) Environmental & Site Permitting
- (15) Existing Site Utility Infrastructure Improvements
- (16) Site Lighting Design
- (17) Renderings/ Models
- (18) Detailed estimating of the Cost of the Work beyond that required in Section 6.3
- (19) On-Site Project Representation
- (20) As-Constructed Record Drawings
- (21) Telecommunications/Data Design
- (22) Security Evaluation and Planning
- (23) Building Commissioning
- (24) Historic Preservation
- (25) Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis
- (26) LEED Consultation
- (27) Structural Threshold Inspections
- (28) Substantive Changes to Scope, Size or Complexity
- (29) Owner requested Change Orders after commencement of the Construction Phase
- (30) Other Services Provided by Specialty Consultants
- (31) Required attendance and presentations to public meetings or hearings
- (32) Post-construction testing
- (33) Traffic Analysis
- (34) Landscape and Irrigation Design
- (35) Food Service Equipment Design
- (36) Hazardous Materials Evaluation and Abatement
- (37) Interior Design
- (38) Graphic Design / Signage
- (39) Post-Occupancy Evaluations
- (40) Other Supplemental Services

4.2 Consultant's Additional Services

- 4.2.1** The County may request Professional Services as needs arise during the course of the project, at which time the County will submit to the Consultant a request for Additional Services. Except for services required due to the fault of the Consultant, any Additional Services provided in accordance with this Section shall entitle the Consultant to compensation pursuant to Section 11.3 and an appropriate adjustment in the Consultant's schedule.
- 4.2.2** Upon recognizing the need to perform the following Additional Services, the Consultant shall notify the County with reasonable promptness and explain the facts and circumstances giving rise to the need. The Consultant shall not proceed to provide the following Additional Services until the Consultant receives the County's written authorization:
- (1) Services necessitated by a change in the Initial Information, previous instructions or approvals given by the County, or a material change in the Project including size, quality, complexity, the County's schedule or budget for Cost of the Work;
 - (2) Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service (design, documents, specifications and reports prepared by or on behalf of the Prime Consultant or Consultants, including but not limited to plans, sketches, drawings, graphic representations and computer-generated designs and materials);
 - (3) Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
 - (4) Services necessitated by decisions of the County not rendered in a timely manner or any other failure of performance on the part of the County;
 - (5) Preparation of design and documentation for alternate bid or proposal requests proposed by the County; or
 - (6) Preparation for, and attendance at, a public presentation, meeting or hearing, or a dispute resolution proceeding or legal proceeding, except where the Consultant is party thereto.

Section 5 - The County's Responsibilities

- 5.1** Unless otherwise provided for under this Agreement, the County shall provide information in a timely manner regarding requirements for and limitations on the Project which shall set forth the County's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- 5.2** The Consultant, in conjunction with the County, shall establish the County's budget for the Project, including:
- (1) the budget for the Cost of the Work as defined in Section 6.1;
 - (2) the County's other costs; and,
 - (3) reasonable contingencies related to all of these costs.

The County shall update the County's budget for the Project as necessary throughout the duration of the Project until final completion. If the County significantly increases or decreases the County's budget for the Cost of the Work, the County shall notify the Consultant. The County and the Consultant shall thereafter agree to a corresponding change in the Project's scope and quality.

- 5.3** The County shall coordinate the services of its own consultants with those services provided by the Consultant. Upon the Consultant's request, the County shall furnish copies of the scope of services in the contracts

between the County and the County's consultants. The County shall furnish the services of consultants other than those designated as the responsibility of the Consultant in this Agreement or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required by the scope of the Project. The County shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

- 5.4 If available, the County will furnish tests, inspections and reports required by law or the Contract Documents (Agreement and all attachments), such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. If not available from the County, the Consultant shall have these tests conducted and provide reports as either a supplemental or additional service as the case may be.
- 5.5 The County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the County's needs and interests.
- 5.6 The County shall provide written notice to the Consultant if the County becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Consultant's Instruments of Service.
- 5.7 The County shall include the Consultant in all communications with the Contractor that relate to or affect the Consultant's services or professional responsibilities. The County will notify the Consultant of the substance of any direct communications between the County and the Contractor otherwise relating to the Project. Communications by and with the Consultant's Sub-consultants shall be through the Consultant.
- 5.8 The Consultant's duties and responsibilities set forth in the Contract for Construction shall be in conjunction with Consultant's services set forth in this Agreement. The County shall provide the Consultant a copy of the executed agreement between the County and the Contractor.
- 5.9 The County shall provide the Consultant with access to the Project site prior to commencement of Professional Services and shall obligate the Contractor to provide the Consultant with access to the Work wherever it is in preparation or progress.
- 5.10 The County, at its discretion, may retain a Construction Manager to manage the Project. The Construction Manager's services, duties and responsibilities will be as described in the Agreement between the County and the Construction Manager. The Terms and Conditions of such Agreement will be furnished to the Consultant and will not be modified without notification of the Consultant.

Section 6 - Cost of the Work

- 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the County to construct all elements of the Project designed or specified by the Consultant and shall include utility connection fees, development impact fees, estimated permit fees, contractors' general conditions costs, overhead and profit. Such costs shall be clearly assigned to the Contractor in the project specifications. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the County. The Cost of the Work does not include the compensation of the Consultant, specialty consultants or other Professional Services not called for in the project specifications, costs of furnishings the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the County.
 - 6.1.1 The Cost of the Work shall be based upon one of the following sources with precedence in the order listed:
 - (1) Lowest acceptable bona fide Contractor's proposal received for any or all portions of the Project.

- (2) Detailed Estimate of the Cost of the Work if authorized by the County.
- (3) The Consultant's latest Estimate of Probable Project Construction Cost based on construction type, methodology, current area, volume or other unit costs.

When labor, material or service connected equipment is furnished by the Owner, the Project Construction Cost shall include costs at current market cost.

- 6.2** The County's budget for the Cost of the Work is based on the Consultant's initial estimate and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the County's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Consultant, represent the Consultant's judgment as a design professional. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Consultant.
- 6.3** In preparing estimates of the Cost of Work, the Consultant shall include reasonable contingencies for existing conditions, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include additive alternates as may be necessary to adjust the estimated Cost of the Work to meet the County's budget. The Consultant's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the County requires a detailed estimate of the Cost of the Work, the Consultant shall provide such an estimate, if identified as the Consultant's responsibility in Section 4.1, as a Supplemental Service.
- 6.4** If, through no fault of the Consultant, the Procurement Phase has not commenced within 120 days after the Construction Documents achieve final approval from the authority(ies) having jurisdiction, the County's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.
- 6.5** If at any time the Consultant's estimate of the Cost of the Work exceeds the County's budget for the Cost of the Work, the Consultant shall make appropriate recommendations to the County to adjust the Project's size, quality, or budget for the Cost of the Work, and the County shall cooperate with the Consultant in making such adjustments.
- 6.6** If the County's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid, the County shall:
- (1) give written approval of an increase in the budget for the Cost of the Work;
 - (2) authorize rebidding or renegotiating of the Project within a reasonable time;
 - (3) terminate the Agreement;
 - (4) in consultation with the Consultant, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
 - (5) implement any other mutually acceptable alternative.
- 6.7 Projects Exceeding County Budget**
- 6.7.1 Pre-Bid Cost Evaluation.** If the County chooses to proceed under Section 6.6(4), the Consultant shall, at no additional cost to the County, modify the Construction Documents as necessary to comply with the County's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6(1).

6.7.2 Post-Bid Cost Evaluation. If the County requires the Consultant to modify the Construction Documents because the lowest bona fide bid exceeds the County's budget for the Cost of the Work the Consultant's services for modifying the Construction Documents shall be without additional compensation.

NOTE: The County's inability to award an acceptable construction contract because the lowest acceptable bid is greater than the County's budget shall be cause for the Consultant to be required to revise the project at his/her own cost and expense in accordance with the requirements of this Agreement until a contract can be awarded within the County's budget.

Section 7 - Copyrights and Licenses

- 7.1** The Consultant and the County warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- 7.2** The Consultant and the Consultant's Sub-consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant and the Consultant's consultants.
- 7.3** The Consultant grants to the County a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. The Consultant shall obtain similar nonexclusive licenses from the Consultant's Sub-consultants consistent with this Agreement. The license granted under this section permits the County to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the County's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

In the event the County uses the Instruments of Service without retaining the authors of the Instruments of Service, the County releases the Consultant and Consultant's Sub-consultants from all claims and causes of action arising from such uses. The County, **within the limitations set forth in Section 768.28, Florida Statutes**, agrees to indemnify and hold harmless the Consultant and its Sub-consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the County's use of the Instruments of Service under this Section. The terms of this Section shall not apply if the County rightfully terminates this Agreement for cause. **Notwithstanding the above, nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement.** The terms of this Section shall not apply if the County rightfully terminates this Agreement for cause.

- 7.4 Replication of Prototype Designs.** If the County deems the building to be a prototype, the County shall have the right to re-use the plans without limitation. The County shall notify the Consultant of its intent to consider the project a prototype design prior to commencement of Professional Services performed by the Consultant.
- 7.5** Except for the licenses granted in this Section, no other license or right shall be deemed granted or implied under this Agreement. Neither the County nor the Consultant shall assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written mutual agreement

between the County and the Consultant. Any unauthorized use of the Instruments of Service shall furnish the non-breaching party any and all available remedies provided under the laws of the State of Florida.

7.6 The terms of this section shall survive the termination of this Agreement.

Section 8 - Claims and Disputes

It is the policy of Leon County, Florida that payment for all purchases by the County be made in a timely manner in accordance with the provisions of the "Local Government Prompt Payment Act," sections 218.70 – 218.79, Florida Statutes. The Purchasing Director, in conjunction with the Finance Director, shall establish administrative procedures, processes, and forms necessary for the implementation and administration of payments for all contracts under the requirements of the Local Government Prompt Payment Act. In addition, the Purchasing Division shall team with the Finance Department to provide accounts payable training for project managers and other fiscal staff involved in contracts and update training as deemed necessary.

8.1 In the event a dispute occurs between the Consultant and the County concerning payment of a payment request for Professional Services, the Consultant should first attempt to resolve the issue with the County's Project Manager. If the dispute cannot be resolved between the Consultant and the Project Manager within two business days of the dispute first being raised, the Consultant may file a formal payment dispute. Formal payment dispute resolution shall be finally determined by the County, under this procedure in accordance with Florida Statute (FS) 218.76.

8.2 **Definitions.** These definitions are specific to this Section.

8.2.1 "Project Manager" is the Leon County employee responsible for managing the contract and approving payment requests and invoices related to the payment dispute.

8.2.2 "Contract Manager" is the Leon County employee within the County Purchasing Division responsible for monitoring contracts. The Contract Manager serves as Chair of the Payment Dispute Resolution Committee.

8.3 **Filing a Dispute.** The Consultant shall file with the Contract Manager in the County Purchasing Division a formal notice of payment dispute in writing within five (5) business days of the dispute first being raised.

8.3.1 The notice of payment dispute shall contain at a minimum: the name of the Consultant; the Consultant's address and phone number; the name of the Consultant's representative to whom notices may be sent; the contract number associated with the payment dispute; and a brief factual summary of the basis of the dispute.

8.3.2 **Waiver.** Failure to timely file a written payment dispute shall constitute a waiver of proceedings under this section.

8.3.3 Upon timely receipt of a formal payment dispute, the Contract Manager shall provide the Consultant with acknowledgement of receipt, will notify the Payment Dispute Resolution Committee, and will coordinate with all parties to establish the date and time for a Payment Dispute Resolution Proceeding.

8.4 General Provisions

- 8.4.1 Time Limits.** Proceedings to resolve the dispute shall commence not later than 30 calendar days after the date on which the payment request or proper invoice (as specified in the contract document) was received by the County and shall be concluded by final decision of the County not later than 45 calendar days after the date on which the payment request or proper invoice was received by the County.
- 8.4.2 Protest.** Dispute resolution procedures shall not be subject to Chapter 120, Florida Statutes, and such procedures shall not constitute an administrative proceeding, which prohibits a court from deciding de novo any action arising out of the dispute.
- 8.4.3 Interest.** If the dispute is resolved in favor of the County, then interest charges shall begin to accrue 15 calendar days after the County's final decision. If the dispute is resolved in favor of the Consultant, then interest shall begin to accrue as of the original date the payment became due.
- 8.4.4** Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.

8.5 Payment Dispute Resolution Proceeding Process

- 8.5.1** All formal payment disputes shall be presented to the Payment Dispute Resolution Committee. The committee shall be comprised of the Contract Manager, Purchasing Director, and appropriate Division Director for the County or their designees.
- 8.5.2** Within three (3) business days of timely receipt of a formal notice of payment dispute, the Contract Manager shall schedule a proceeding before the Payment Dispute Resolution Committee to include all substantially affected persons or businesses, including the Consultant and County Project Manager. Non-appearance by the Consultant shall constitute a forfeiture of proceedings with prejudice.
- 8.5.3** At or prior to the dispute proceeding, the vendor and project manager, may submit any written or physical materials, objects, statements, affidavits, and arguments which he/she deems relevant to the payment dispute.
- 8.5.4** In the proceeding, the Consultant and Project Manager, or his representative or counsel, may also make an oral presentation of his evidence and arguments. Further, only reasonable direct and cross-examination of witnesses shall be permitted, at the discretion of the Chairman of the Payment Dispute Resolution Committee. The members of the Payment Dispute Resolution Committee may make whatever inquiries they deem pertinent to a determination of the dispute.
- 8.5.4.1** The judicial rules of evidence shall not strictly apply; however, witnesses shall be sworn, and any testimony taken under oath and, the members of the Payment Dispute Resolution Committee shall base their decision on competent, substantial evidence. The proceeding shall be de novo. Any prior determinations by administrative officials shall not be final or conclusive.
- 8.5.4.2** Within three business days of the conclusion of the proceeding, the Payment Dispute Resolution Committee shall render a decision. The Payment Dispute Resolution Committee decision shall be reduced to writing and provided to the Consultant and the County Project Manager. The decision of the Payment Dispute Resolution Committee shall be final and conclusive for all disputes valued less than \$100,000.

8.5.4.3 For those disputes valued above \$100,000, the Payment Dispute Resolution Committee shall file a Recommended Agency Order for approval by the County Administrator or his designee.

8.6 Any active dispute resolution process shall survive the termination of this Agreement.

Section 9 - Termination or Suspension

This section is intentionally left blank.

(Include other terms and conditions applicable to this Agreement.)

Section 10 - Miscellaneous Provisions

10.1 Terms in this Agreement shall have the same meaning as those in the County's General Conditions of the Contract for Construction.

10.2 Unless otherwise required in the Consultant's Scope of Services for each individual project, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. If the Consultant suspects the presence of hazardous materials, they shall immediately notify the County.

10.3 The Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials, unless such photographs or representations of specific buildings, structures or spaces are deemed confidential by the County due to proprietary information, security issues or other risks. The Consultant shall be given reasonable access to the completed Project to make such representations, unless designated as confidential as noted above. The Consultant shall consult with the County on this issue on a case-by-case basis prior to taking such photographs or publishing such representations.

10.4 If the Consultant or the County receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in this Section. This Section shall survive the termination of this Agreement.

The receiving party may disclose "confidential" or "business proprietary" information when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section.

Section 11 - Compensation

11.1 For the Consultant's Basic Services described under Section 3, the County shall compensate the Consultant for a Stipulated Sum as follows.

11.1.1 The Stipulated Sum shall not exceed the current Florida Department of Management Services (DMS) Fee Curve. The Fee Guide Calculator that will be used to determine the maximum Basic Services Fee is available at:

https://www.dms.myflorida.com/business_operations/real_estate_development_and_management/building_construction/forms_and_documents/design_professional_fee_guidelines.

11.1.2 The Probable Construction Cost used in this calculation will be as agreed to by the County and the Consultant based on the parameters of the project.

11.1.3 The complexity group used in this calculation will be as agreed to by the County and the Consultant based on the parameters of the project.

11.2 For the Consultant's Supplemental Services designated in Section 4.1 the County shall compensate the Consultant in an amount as agreed to by the County and Consultant based on the staff hourly rates approved by the County, reasonable consultant's fees and reimbursable expenses per Section 11.7 (if any) prior to commencement of Professional Services.

11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the County shall compensate the Consultant in an amount as agreed to by the County and Consultant based on the staff hourly rates approved by the County, reasonable consultant's fees (if applicable) and reimbursable expenses per Section 11.7 (if any) prior to commencement of such Additional Services.

11.4 Compensation for Additional Services of the Sub-consultants when not included in Section 11.3, shall be the amount invoiced to the Consultant plus percent (15 %).

11.5 Unless specified otherwise in the Agreement, the proportion of compensation for each phase of basic services shall be as follows:

(1) Predesign / Schematic Design Phase percent	(15 %)
(2) Design Development Phase percent	(20 %)
(3) Construction Documents Phase percent	(40 %)
(4) Procurement Phase percent	(5 %)
(5) <u>Construction Administration Phase percent</u>	<u>(20 %)</u>
Total Basic Compensation	(100 %)

11.6 The hourly billing rates for services of the Consultant and the Sub-consultants shall be as approved by the County. The rates shall be adjusted by the County in accordance with percent change in US Bureau of labor Statistics CPI-U. AFTER THE INTIAL TERM OF THE CONTRACT, THE CONSULTANT MAY REQUEST RATE ADJUSTMENTS AS REFERENCED ABOVE. RATE ADJUSTMENTS SHALL BE REQUESTED, IN WRITING, ON AN ANNUAL BASIS 60 DAYS PRIOR TO THE EXPIRATION OF THE CURRENT TERM. INCREASES SHALL BE BASED UPON THE CPI CHANGE FROM THE PREVIOUS YEAR.

11.7 Reimbursable Expense includes actual expenditures, not exceeding the per diem and mileage cost limits per County policy, made by the Consultant in the interest of the Project for the following incidental Expenses. Compensation for Reimbursable Expenses shall be as follows:

11.7.1 Normal Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Consultant directly related to and normally incurred during the course of a Project and are subject to County approval. Normal Reimbursable Expenses are limited to the following:

- (1) Plan Review fees for permitting and other fees required by authorities having jurisdiction over the Project;
- (2) Dedicated data and communication services, teleconferences, Project web sites and extranets;
- (3) Printing, reproductions, plots, and standard form documents; and
- (4) Postage, handling, and delivery.

11.7.2 Reimbursable Expenses requested by the County are in addition to compensation for Basic, Supplemental and Additional Services and include expenses by the Consultant and the Consultant's consultants directly related to the project and require written authorization by the County prior to incurring them. Such expenses include, but are not limited to:

- (1) Transportation and authorized out-of-town travel and subsistence;
- (2) Renderings, physical models, mock-ups, professional photography, and presentation materials;
- (3) Site office expenses;
- (4) Fees of special consultants, for other than the normal civil, structural, mechanical and electrical engineering services, and fees for estimators making Detailed Cost Estimates; and
- (5) Other similar Project-related expenditures.

11.7.3 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant and the Consultant's consultants plus percent (15 %) of the expenses incurred.

11.8 Project Suspension or Abandonment

11.8.1 If any work designed or specified by the Consultant during any phase of service is abandoned or suspended in whole or in part, the Consultant is to be paid for the service performed on account of it prior to receipt of written notice from the County of such abandonment or suspension, together with reimbursements then due and any terminal expense resulting from abandonment or suspension for more than three (3) months.

11.8.2 If the Project is suspended or abandoned in whole or in part for more than three (3) months, the Consultant shall be compensated for all services performed prior to receipt of written notice from the County of such abandonment, together with Reimbursable Expenses then due.

Section 12 - Special Terms and Conditions

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

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