



PASCO COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT
8919 GOVERNMENT DRIVE
NEW PORT RICHEY, FLORIDA 34654
TELEPHONE: (727) 847-8194
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www.PascoCountyFL.net

REQUEST FOR QUALIFICATIONS (RFQ) RFQ NO. 06-175A

CONTINUING PROFESSIONAL ARCHITECTURAL CONSULTING SERVICES FOR COMMUNITY DEVELOPMENT HOME CONSTRUCTION AND REHABILITATION PROGRAM

The Pasco County Board of County Commissioners is requesting qualifications from professional architects to provide continuing services, as needed, to the Community Development Division in support of its homeowner construction and rehabilitation program.

DUE TO A LIMITED RESPONSE TO RFQ NO. 06-175, WHICH WAS ISSUED ON AUGUST 31, 2006, AND CLOSED ON SEPTEMBER 25, 2006, THIS SOLICITATION IS BEING REISSUED TO SECURE ADDITIONAL RESPONSES.

The Pasco County Purchasing Department will receive responses until **3:00 p.m.**, local time, (our clock) on **February 16, 2007**, in the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida. Responses received after this time will not be accepted. Responses will be publicly opened at the above stated time and date, with only the names of the offerors submitting responses being read. All interested parties are invited to attend. Offerors shall submit six (6) response copies. Each response copy shall be bound in a single volume.

Questions concerning the scope of work, response submittal, or process should be directed, in writing, to the Purchasing Director, Scott P. Stromer. Questions may be faxed to (727) 847-8065.

Copies of the complete RFQ document may be obtained from the Purchasing Department or at www.pascocountyfl.net at no cost. The County is not responsible for expenses incurred in prior to award by the Board of County Commissioners. Pasco County reserves the right to reject any and all responses and to waive any irregularities or informalities.

We look forward to receiving your response.

Scott Stromer
Purchasing Director

IMPORTANT! - PLEASE READ CAREFULLY BEFORE RESPONDING

GENERAL PROVISIONS

ACKNOWLEDGMENT OF AMENDMENTS

Offerors shall acknowledge receipt of any amendment to the solicitation by letter, by returning a copy of the issued amendment with the submittal, or notation on the submitted response. The acknowledgment must be received by Pasco County by the time and at the place specified for the receipt of responses. Failure to acknowledge an issued amendment may result in submittal rejection and disqualification.

ADDITIONAL INFORMATION

Questions concerning this request must be submitted in writing to Scott P. Stromer, Purchasing Director, Pasco County Purchasing Department; 8919 Government Drive; New Port Richey, Florida 34654; fax machine number (727) 847-8065. Offerors are cautioned that any statements made by individuals, or employees of Pasco County, that materially change any portion of this request shall not be relied upon unless subsequently ratified by a formal written amendment. No questions will be accepted after five (5) days prior to the date set for opening.

ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Pasco County.

APPLICABLE LAW

The resulting contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the offeror will in no way be a cause for relief from responsibility.

CANCELATION

Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel, or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract will be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Pasco County. In addition to all other legal remedies available to the County, Pasco County reserves the right to cancel and obtain from another source any services which have not been provided within the required period of time, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the County.

CONFLICT OF INTEREST

The contractor, by responding to this request, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the offer of services specified in this request. Furthermore, as part of the resulting contract, the contractor must warrant that its firm will not engage in providing consulting or other services to any private entity regarding any property within the defined geographic area during the term of the resulting contract.

CONTRACT TERM AND REQUIREMENTS

It is the County's intent to develop a "continuing contract" for the services specified herein, contingent upon the appropriation of funds. The contents of the response submitted by the successful firm, with any amendments or subsequent revisions, will become part of the resulting contract. A copy of the County's standard consulting agreement is attached.

COPYRIGHT

The successful contractor shall irrevocably transfer, assign, set over, and convey to Pasco County all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the resulting contract. The contractor further agrees to execute such documents as Pasco County may request to effect such transfer or assignment. Further, the contractor agrees that the rights granted to Pasco County by this paragraph are irrevocable. The contractor's remedy in the event of termination of or dispute over any agreement entered into as a result of this Request for Qualifications shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as result of this Request for Qualifications shall have the effect of rescinding, termination, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

DEBARMENT

By submitting a response, the offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

EXPENSES INCURRED IN PREPARING RESPONSE

Pasco County accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of a response. Such expenses shall be borne exclusively by the offeror.

FAILURE TO DELIVER

In the event of failure of the contractor to deliver the services in accordance with the contract terms and conditions agreed upon, Pasco County may procure the services from other sources and hold the contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids or proposals to Pasco County for a maximum of three (3) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

NONAPPROPRIATION

All funds for payment by Pasco County under this contract are subject to the availability of an annual appropriation for this purpose by Pasco County. In the event of nonappropriation of funds by Pasco County for the services provided under the contract, Pasco County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancelation shall be accepted by the contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and Pasco County shall not be obligated under this contract beyond the date of termination.

NONCONFORMING TERMS AND CONDITIONS

A response that includes terms and conditions that do not conform to the terms and conditions in the RFQ document is subject to rejection as nonresponsive. Pasco County reserves the right to permit the offeror to withdraw nonconforming terms and conditions from its response prior to a determination by Pasco County of nonresponsiveness based on the submission of nonconforming terms and conditions.

INFORMALITIES AND IRREGULARITIES

The Pasco County Board of Commissioners reserves the right to reject any or all responses in whole or in part; or accept any response which is deemed most advantageous and in the best interest of Pasco County.

PRINCIPAL PERSONNEL

Principal or key personnel identified in the response may not be substituted without prior written approval of Pasco County. Replacements for key personnel under contract must have equivalent professional qualifications and experience as those individuals listed in the response. Approval of substituted personnel will not be unreasonably withheld by Pasco County.

PROCUREMENT REGULATIONS

A copy of the Pasco County Procurement Ordinance is available for review at the County Purchasing Department, 8919 Government Drive, New Port Richey, Florida.

ENVELOPES CONTAINING RESPONSES

Envelopes containing responses must be sealed and marked in the lower left hand corner with the request number, and date and hour of opening. Failure to do so may cause the offeror's response not to be considered. Express Company, or Express Mail envelopes containing a sealed response shall also be sealed and marked in the lower left hand corner with the request number, and date and hour of opening.

PUBLIC INFORMATION

Upon public opening of all responses presented to Pasco County as a result of this solicitation, any and all information contained therein is considered public and may be reviewed by any persons interested in doing so.

RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to Pasco County, the same amount may be deducted from any sum due the contractor under the contract or under any other contract between the contractor and Pasco County. The rights of Pasco County are in addition and without prejudice to any other right Pasco County may have to claim the amount of any loss or damage suffered by Pasco County on account of the acts or omissions of the contractor.

VERBAL COMMUNICATIONS

No oral statement of any person shall modify or otherwise affect the terms, conditions, requirements, or scope of work specified herein. All modifications must be made in writing by Pasco County.

RESERVATION OF RIGHTS

Pasco County may (1) amend or modify this RFQ, (2) revise requirements of this RFQ, (3) require supplemental statements or information from any firm, (4) accept or reject any or all responses, (5) extend the deadline for submission of responses, (6) negotiate or hold discussions with any offeror and to waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein, and (7) cancel this RFQ, in whole or in part, if Pasco County deems it in its best interest to do so. Pasco County may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of response or otherwise.

RIGHT TO AUDIT

The contractor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Pasco County from the subject vendor. The contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by Pasco County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by Pasco County, its designees, or other authorized bodies.

UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the contractor is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, Pasco County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor. Notwithstanding the above, Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

RESPONSE RECEIPT AND OPENING

Pasco County will receive sealed responses until the date and time indicated on the cover. Responses must be delivered, by hand or mail, to the Pasco County Purchasing Department, located at 8919 Government Drive, New Port Richey, Florida, where they will be opened at the stated time, **READING ONLY THE NAMES OF THE SUBMITTING OFFERORS**. Responses must be received in the Purchasing Department before or on the hour and date indicated on the cover. Responses received after the date and time of the opening will be returned to the offeror unopened. It is the responsibility of the offeror to ensure that responses arrive at the designated opening place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late responses. **FACSIMILE (FAXED) RESPONSES WILL NOT BE ACCEPTED, AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.**

END OF GENERAL PROVISIONS

**PASCO COUNTY COMMUNITY DEVELOPMENT
SPECIAL CONDITIONS FOR FEDERALLY FUNDED HUD CONTRACTS**

INTRODUCTION

The following special conditions are items, which must be contained in bids/contracts, which are being fully or partially paid with U.S. Department of Housing and Urban Development (HUD) funds. Some items such as bonding and insurance may be also included elsewhere in the bid/contract documents. The bidder must comply with those County requirements as well as these Federal requirements.

I. SPECIAL CONDITIONS FOR ALL CONTRACTS - PROFESSIONAL SERVICES AND CONSTRUCTION CONTRACTS

Applicable	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>

A. "Section 3" Clause for Bid Documents—Applies to Any Contract in Excess of \$100,000.00

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns, which are located in or owned in substantial part by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of the said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 Part CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
3. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant

for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 Part CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 Part CFR 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 Part CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 Part CFR 135.
6. If applicable, the Community Development Division will provide forms to be used to report accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons.

Applicable N/A

B. Remedies for Violation or Breach of Contract Terms

All claims, disputes, and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be resolved as provided by Florida law. Venue shall be in Pasco County, Florida. Failure to timely comply with the contract without approval from the Board of County Commissioners or the agency being funded shall be deemed a breach of this agreement and the expenses and costs incurred by the County or the agency shall be the burden of the contractor. Disputes regarding the interpretation of this contract shall be resolved in favor of the County.

Applicable N/A

C. Patents and Copyrights

HUD and Pasco County retain patent rights and copyrights on any project, which involves research, developmental, experimental, or demonstration work.

Applicable N/A

D. Adherence to State Energy Conservation Plan

The successful bidder shall recognize and adhere to mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Applicable N/A

E. Access to and Retention of Records

Pasco County, HUD, the Comptroller General of the United States, or any of their authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract, for the purpose of performing audit or project monitoring, and such records shall be subject to examination, copying, excerpting, or transcribing. Retention of all required records for five years after final payment and all pending matters are closed.

Applicable N/A

F. Contract Work Hours and Safety Standards

Applies to any contracts in excess of \$2,500.00, which may involve the employment of mechanics or laborers (see Paragraph II.B.2).

Applicable N/A

G. Federal Equal Opportunity Laws—The parties to this contract will comply with the following provisions:

1. Nonsegregated Facilities (for contracts over \$10,000.00).
2. Title VI, Civil Rights Act of 1964.
3. Section 109 of the Housing and Community Development Act of 1974.
4. Section 503 Handicapped (for contracts \$2,500.00 or over).
5. Age Discrimination Act of 1975.
6. Section 504 of the Rehabilitation Act of 1973.

Applicable N/A

H. Interest of Certain Federal and Other Officials

1. No member of, or delegate to, the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall be construed to extend to this contract if made with a corporation for its general benefit.
2. No member, officer, or employee of the grantee, or its designees or agents, no member of the governing body of the locality in which the project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this contract.
3. The contractor will include the provisions of Paragraphs 1 and 2 in every subcontract so that such provisions will be binding upon each subcontractor.

Applicable N/A

I. Certification Regarding Lobbying

1. **Certification for Contracts, Grants, Loans, and Cooperative Agreements.** The undersigned certifies, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit

Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Applicable N/A

J. Liquidated Damages

A liquidated damages clause must be included in all contracts and subcontracts. The assessment will be a minimum of \$100.00 per day, commencing the first calendar day following the end of the project period and continuing until the job is substantially completed.

Applicable N/A

K. Insurance

The contractor shall provide, pay for, and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies authorized to transact business in the State of Florida, have an "A" policyholder's rating, and a financial rating of at least Class VIII in accordance with the most current Best's Key Rating Guide, and which are satisfactory to the County. Pasco County must be listed as an additional insured and loss payee.

If any of the work is sublet, the contractor shall ensure that the employees of the subcontractors are covered by similar insurance. Such insurance shall protect him, and any subcontractors performing work from claims for damage to the work by the action or the elements, or from any other cause whatsoever, arising either from the execution or from the nonexecution of the work. The contractor shall rebuild, repair, restore, and make good, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance.

1. **Architectural, engineering, and construction firms must be insured as follows:**

a. **Coverage**

Amounts and type of insurance shall conform to the following minimum requirements and shall be listed on a current Pasco County Certificate of Insurance form which shall be provided to the contractor by the County, a sample copy of which is included in these special conditions.

b. **Workers' Compensation and Employer's Liability Insurance**

Coverage shall be maintained by the contractor for all employees engaged in the work, in accordance with the laws of the State of Florida.

The amount of such insurance shall not be less than:

Workers' Compensation - Florida Statutory Requirements

Employer's Liability - \$100,000.00 Each Accident

\$500,000.00 Disease - Policy Limit

\$100,000.00 Disease - Each Employee

The insurance company shall waive its Rights of Subrogation against the County, Board of County Commissioners, and their agencies and employees.

2. **Commercial General Liability Insurance**

Coverage shall include, but not be limited to, Personal and Advertising Injury, Contractual for this Agreement including any hold harmless and/or indemnification agreement, independent contractors, and Broad Form Property Damage. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage, and Personal Injury, Combined Single Limits:

General Aggregate	<u>\$ 1,000,000</u>
Products - Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence	<u>\$1,000,000</u>
Fire Damage (Any One Fire)	<u>\$50,000</u>

If the General Liability Insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the NOTICE TO PROCEED date and shall provide that in the event of cancellation or nonrenewal, the discovery period for insurance claims (Tail Coverage) shall be unlimited.

3. **Business Automobile Liability Insurance**

Coverage shall be maintained by the contractor as to the ownership; maintenance; and use of all of owned, nonowned, leased, or hired vehicles with limits of not less than:

Combined Single Limit	<u>\$1,000,000</u>
Bodily Injury (Per Person)	<u>\$1,000,000</u>
Bodily Injury (Per Accident)	<u>\$1,000,000</u>
Property Damage	<u>\$1,000,000</u>

4. **Professional Liability Insurance** - Architects, consultants, and engineers only (includes errors and omissions) with a **minimum of \$1,000,000.00 regardless of project size.**

5. These insurance provisions are the minimum requirements and amounts for insurance on Federally funded HUD contracts. If there is a conflict between these insurance provisions and any other insurance provision provided in the contract, the more expansive provisions and the provisions with the larger amounts required shall be provided by the contractor.

END OF SPECIAL CONDITIONS FOR FEDERALLY FUNDED HUD CONTRACTS

STATEMENT OF WORK

1. INTRODUCTION

The Pasco County Board of County Commissioners is requesting qualifications from professional architects to provide continuing services, as needed, to the Community Development Division in support of its construction and rehabilitation programs.

2. SCOPE OF SERVICES

The Pasco County Community Development Division sponsors programs for construction and rehabilitation of housing and facilities to aid low- and moderate-income persons and not-for-profit agencies in Pasco County.

Rehabilitation Program: The County provides loans to families whose homes need repair. Rehabilitation activities include roof repair, electrical and mechanical systems, plumbing, kitchen and bathroom renovations, and room additions.

New Construction: The County provides loans to families that have homes beyond repair and need to be replaced. The County (with its architect) designs model homes and invites builders to bid on those homes. These new homes are also used by not-for-profit agencies in the construction of new homes for their homebuyer programs.

Other Construction: The County provides funds to not-for-profit agencies in the development and rehabilitation of their buildings and facilities.

Services Required for Rehabilitation:

1. The Consultant shall provide a work write-up. Upon notification by the County, the Consultant shall visit the property, consult with the owners of the property, and prepare a comprehensive work write-up. This write-up shall include an in-depth breakdown of all items requiring repair or replacement and all appropriate sketches. Each item of the work to be performed shall be specified and a finished drawing to scale which shows alterations and/or additions to the property shall be provided. The final work write-up shall be of sufficient quality to be included in bid packages sent by the County to participating housing rehabilitation contractors. Reasonable communication and consultation between the Consultant and the Pasco County Community Development Division shall be required during the process. At the option of the County, the Consultant shall be responsible for providing all specifications for, and approving the costs of any change orders to the work write-up necessary during construction.

The Consultant shall provide the County with original and reproducible copies of all plans, specifications, designs, and all other documentation developed as a result of, or in conjunction with the program contract upon the County's request. The Consultant shall use the County's specification manual as a basis for all work write-ups. These plans must be suitable for procuring permits.

The Consultant may also be required to perform evaluations on properties to judge whether the building is feasible for rehabilitation. Completed work write-ups should be provided in a timely manner (which is defined as no more than three weeks after the initial inspection).

2. The Consultant shall conduct an open house at the property to be rehabilitated. After bid packages have been mailed to participating housing rehabilitation contractors, the consultant will hold an “open house” at the property at the request of the County, with Community Development staff. At this time, contractors will be able to visit the property and meet with the Consultant who will answer questions concerning the work specifications and/or contract. If, at the open house, it is determined that changes are needed to the work specifications, the Consultant shall prepare those changes and deliver them to the County within three days, who shall then send them out to all interested contractors. When the bids are opened, the Consultant, at the option of the County, shall review bids to identify any possible problems.
3. The Consultant shall, at the option of the County, conduct inspections on a regular basis to closely monitor the construction in process.

Consultant shall ensure that repairs and renovations are being made in a professional manner according to standard practices. The Consultant will also determine the percentage of work completed and recommended payment draws according to a schedule provided by the County.

When a contractor has submitted a request for final inspection upon completion of the project, the Consultant, at the option of the County, will review the work and either make a recommendation for final payment, or compile a “punch list” of items that require attention.

All work product from this contract shall become the property of Pasco County.

Services Required for New Construction:

Model Home Plans—Consultant shall maintain existing or prepare new model home plans for the County’s housing programs. The Consultant shall complete all actions necessary for a contractor to obtain a building permit from the appropriate authority. This includes energy calculations, and any additional information required by the permitting body.

Consultant shall periodically review all home plans and specifications to ensure that it meets all building codes.

Services Required for Public Facilities:

Every facility is different and may require a different payment arrangement if it is not part of the fee schedule. Each project shall be separately negotiated, if necessary.

Method of Payment:

The County agrees to pay and the Consultant agrees to accept payment for professional services rendered as described above. All payments shall be according to an established fee schedule and contingent upon County approval of all documentation, feasibility inspection reports, work write-ups, and inspections submitted to the County by the Consultant.

Authorized payments shall be made upon receipt of an acceptable invoice from the Consultant documenting costs of services performed in conformance to the above and approved by the Pasco County Community Development Division, whose concurrence shall not unreasonably be withheld.

END OF STATEMENT OF WORK

RESPONSE FORMAT

Offerors shall present their responses to the Request for Qualifications in the manner and format listed below, identifying each response by its respective tab numeral.

<u>Tab</u>	<u>Item</u>
I	<i>Management summary.</i> The offeror shall provide a cover letter indicating the underlying philosophy of the firm in providing the service. Offeror shall also provide a comprehensive organizational chart. The cover letter and organizational chart shall be limited to one (1) page each.
II	<i>Proposal.</i> Describe, generally, how the subject services will be provided. Offerors should, <u>concisely</u> , relate their respective experience to each criterion in REVIEW AND ASSESSMENT (Page 7). This item shall be limited to no more than ten (10) pages
III	<i>Qualifications.</i> The offeror shall attach current and completed copies of SF 254, and SF 255, <u>or</u> SF 330 for the specified services. This documentation shall provide a list and brief description of similar work <u>and</u> contact information for each project owner.

END OF RESPONSE FORMAT

REVIEW AND ASSESSMENT

Professional firms will be evaluated on the following criteria. Firms submitting a response to the RFQ may be required to give an oral presentation to County representatives. Engagement staff must be present at the oral presentation. The County's request for an oral presentation shall in no way constitute acceptance of a proposal or imply that an agreement is pending. The County reserves the right to award the opportunity to provide the services specified herein based on initial response submissions without oral presentations.

1. Qualifications and experience of the firm and assigned staff members.
2. Understanding of the required services and approach.
3. The degree of completeness of response in accordance with the Request for Proposals and Response Format.

The offeror may be required before the award of any contract to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The offeror may also be required to give past work history and references in order to satisfy Pasco County with regard to the offeror's assigned personnel. Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the same to perform the work, and the offeror shall furnish to the County all information for this purpose that may be requested. The County reserves the right to reject any response if the evidence submitted by, or investigation of, the offeror and assigned personnel fails to satisfy the County that such is(are) properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the offerors' response shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required;
2. The ability of the offeror and assigned personnel to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the offeror; and
4. The quality of performance of previous contracts or services.

END OF REVIEW AND ASSESSMENT

THE FOLLOWING STANDARD AGREEMENT WILL BE USED TO SECURE THE SERVICES, WHICH ARE SPECIFIED HEREIN. PASCO COUNTY WILL NOT ACCEPT NOR CONSIDER ANOTHER FORM OF AGREEMENT. ALL RESPONDING FIRMS MUST EITHER INDICATE FULL ACCEPTANCE OF THIS FORM OR NOTE SPECIFIC CHANGES. FIRMS ACCEPTING THIS FORM, WITHOUT CHANGES, MAY BE GIVEN PREFERENCE, WHICH WILL BE REFLECTED IN THE TENDING COMMITTEE'S FINAL EVALUATION.

THIS AGREEMENT by and between PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter referred to as 'COUNTY'), and _____, a _____, whose address is _____ (hereinafter referred to as "CONSULTANT").

WHEREAS, the COUNTY desires _____ services in connection with the COUNTY'S _____; and

WHEREAS, CONSULTANT desires to render certain services as described in specific Task Orders that will be separately executed, entitled the Scope of Services, and the CONSULTANT hereby certifies it has the qualifications, experience, staff, and resources to perform those services; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. SCOPE OF SERVICES.

In accordance with the services described under separately issued Task Orders, CONSULTANT shall provide environmental, consulting, and technical services in connection with the COUNTY'S wildlife habitat protection program.

SECTION 2. COUNTY'S RESPONSIBILITY.

Except as provided in Section 1, the COUNTY'S responsibilities are as follows:

A. To provide, within a reasonable time from request of CONSULTANT, existing data, plans, reports, and other information in the COUNTY'S possession or under the COUNTY'S control which are necessary for the performance of the duties of CONSULTANT in the Scope of Services, and to provide full information regarding requirements of the Scope of Services, including objectives, budget constraints, criteria, and other requirements that exist at the time of signing of this agreement or which may develop during the performance of this agreement.

B. To give prompt written notice to CONSULTANT if the COUNTY observes or otherwise becomes aware of any fault or defect in the Scope of Services or non-conformance with the documents which comprise this agreement.

C. The COUNTY hereby designates the County Administrator, or his designee, to act on the COUNTY'S behalf with respect to the Scope of Services. The County Administrator, or his designee, shall have complete authority to transmit instructions, receive information, interpret and define COUNTY'S policies and decisions with respect to materials, elements, and systems pertinent to CONSULTANT'S services.

SECTION 3. TERM.

Except as otherwise specified herein, the Agreement shall remain in full force and effect from the effective date of this Agreement until terminated as provided in this Agreement. The effective date for this Agreement shall be defined as the day and year this Agreement is executed by the COUNTY.

In the event that a properly executed TASK ORDER initiated within the initial term of the Agreement requires or expressly permits work to be performed by the CONSULTANT after termination of this Agreement, such TASK ORDER shall automatically extend the effective period of the Agreement to coincide with the completion date delineated in said TASK ORDER.

SECTION 4. COMPENSATION.

Compensation for the Scope of Services performed by CONSULTANT shall be payable as follows:

A. LUMP SUM METHOD. The COUNTY will pay an established fixed price amount for an executed Task Order as a Lump Sum. The Lump Sum compensation amount will be established based on the Direct Salaries costs for work performed on an executed Task Order in accordance with the rates established in each executed Task Order. A schedule for disbursement of the established Lump Sum compensation amount shall be delineated in the executed Task Order. The Lump Sum compensation method shall anticipate that all costs for the services required are known and that no modifications to the established Lump Sum amount will be necessary or allowed. The established Lump Sum amount shall include all of the CONSULTANT'S fees and costs, including but not limited to Direct Salaries, overhead, operating margin, Reimbursable Expenses, and SUBCONSULTANT charges.

B. INVOICES. Not more than one time each month during the effective period of this agreement, the CONSULTANT shall prepare and submit separate invoices for services rendered under each task order under this agreement to the COUNTY for its approval. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed during the invoice period and a percentage of completion estimate. Invoice amounts shall be based on and relate to the percentage of completion estimate. The COUNTY shall promptly notify CONSULTANT if any invoice or report is found to be unacceptable and will specify the reasons therefore.

SECTION 5. TASK ORDERS.

For each task of a specific project, the COUNTY shall provide to the CONSULTANT a detailed description of the services to be performed, the method of payment to be utilized in accordance with Section 4 herein, and the time and cost limitations for such task, if appropriate. The CONSULTANT shall respond in writing to such detailed description by describing the proposed scope of work, staffing, schedule, total compensation, and the number and type of deliverables that are required to complete the described services. If the response from the CONSULTANT is acceptable, the COUNTY may issue a task order to the CONSULTANT containing the agreed upon scope of work, staffing, schedule, time of performance, total compensation, method of payment, and deliverables. Each task order shall be numbered consecutively and shall reference this agreement. In the event of any conflict, the provisions of this agreement will control over conflicting provisions of any Task Order. Each Task Order, after execution by the Board of County Commissioners, shall become a supplement to and a part of this agreement.

SECTION 6. REPORTS AND REVIEWS.

A. The COUNTY may at any time require the CONSULTANT to report in writing in a format approved by the COUNTY on the status and overall progress of the work with a projection as to whether deliverables will be on time and within budget. In addition, the COUNTY may require the CONSULTANT to provide an overall percentage of completion estimate; if behind in schedule, a proposed recovery plan; list of problems and anticipate problems; corrective action planned or needed; outline of proposed activities during the coming reporting period; and any other reasonable information covering the CONSULTANT'S performance hereunder.

B. The COUNTY will monitor the CONSULTANT'S work product for compliance with project standards and criteria and may make comments and recommendations to the CONSULTANT regarding the work. However, any such monitoring or comments and recommendations by the COUNTY, or absence thereof, shall not relieve the CONSULTANT of any of its obligations under this agreement. The CONSULTANT retains sole authority and responsibility for the adequacy and accuracy of its CONSULTANT services in accordance with generally accepted practices.

SECTION 7. DOCUMENTS.

The documents which comprise this Agreement between the COUNTY and the CONSULTANT consists of the following:

- A. This Agreement.
- B. Any written amendments, modifications or Addenda to this Agreement.
- C. Any task orders issued pursuant to this Agreement and executed by the Board of County Commissioners.

SECTION 8. COMPLIANCE WITH LAWS AND REGULATIONS.

The CONSULTANT shall observe and comply with all applicable federal and state laws, COUNTY and municipal ordinances, and the rules and regulations of all authorities having jurisdiction over any project or work performed pursuant to this Agreement. All applicable federal, state, and local laws and ordinances are deemed to be included in this Agreement the same as though herein written out in full.

SECTION 9. PROHIBITION AGAINST CONTINGENCY FEES.

In accordance with the provisions of Section 287.055 of the Florida Statutes, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 10. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT.

CONSULTANT certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. CONSULTANT represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.113, Florida Statutes.

SECTION 11. SUBCONSULTANTS.

A. CONSULTANT shall maintain an adequate and competent staff licensed within the State of Florida. However, upon written approval by the COUNTY, CONSULTANT may use specialists as the CONSULTANT may consider necessary. As requested by the COUNTY, CONSULTANT shall present satisfactory evidence of the reliability, experience, and qualifications of any proposed subconsultants prior to COUNTY approval to sublet work hereunder. No assignment of this agreement will be valid without approval by the COUNTY. It shall be understood by the CONSULTANT and the specialists who are parties to said subcontracts that the COUNTY shall be an intended, substantial beneficiary of the written agreements between the CONSULTANT and the subconsultants.

B. Approval by the COUNTY of any subcontract of any work shall not relieve the CONSULTANT of any responsibility for, or liability in connection with fulfillment of its obligations under this Agreement.

SECTION 12. RETENTION OF DOCUMENTS.

A. All documents prepared or obtained under this agreement are on the property of the COUNTY without restriction or limitation on their use and shall be made available upon request to the COUNTY at any time.

B. Said records and documentation shall be retained by the CONSULTANT and made available to the COUNTY for a minimum of five (5) years from the date of completion of the work. The COUNTY shall have the right to audit, inspect, and copy all such records and documentation as often as the COUNTY deems necessary during the term of this agreement and during the above referenced five (5) year period at actual costs; provided, however, such activity shall be conducted only during normal business hours. If agreed to by the parties, the CONSULTANT shall retain records and supporting documentation until further notified.

SECTION 13. CONFLICTS OF INTEREST.

The CONSULTANT represents that it presently has no interest, either direct or indirect, that may or could conflict in any manner with the performance of services required by this Agreement which interest has not been disclosed to the COUNTY in writing. The CONSULTANT expressly agrees that, throughout the Effective Period, it shall not acquire an interest, either direct or indirect, which would conflict in any manner with the performance of services required by this Agreement or which would conflict with any interest of the COUNTY. If the CONSULTANT is about to engage in representing another client whom it in good faith believes could result in a conflict of interest with the work being performed by the CONSULTANT pursuant to this Agreement, then the CONSULTANT shall promptly bring such potential conflict of interest to the COUNTY'S attention, in writing. If the

COUNTY determines that a conflict of interest exists, the CONSULTANT shall decline the representation upon the COUNTY'S written notice. In the event the CONSULTANT fails to advise or notify the COUNTY of representation which could, or does, result in a conflict of interest, or should the CONSULTANT fail to decline such representation upon the COUNTY'S written notice, the COUNTY may, in its sole discretion, terminate this Agreement in accordance with the provisions of Section 16 below.

SECTION 14. TIMELY PERFORMANCE OF SERVICES.

A. The CONSULTANT acknowledges that time is of the essence with respect to its performance under this Agreement. The COUNTY may suffer damages in the event that the CONSULTANT does not accomplish and complete the required and authorized professional services in a timely manner. Based on the available documents, timetables, construction projections, and duration of this Agreement, the CONSULTANT represents that the CONSULTANT has no internal scheduling conflict and that the CONSULTANT will avoid any internal scheduling conflict in the future which might in any way affect the CONSULTANTS timely performance of this Agreement.

B. The CONSULTANT expressly agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the Effective Period of this Agreement so that all services and/or work performed hereunder will be provided and completed in a timely and diligent manner without interruption or delay.

C. Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONSULTANT, 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 COUNTY including any of its agents or employees, fires, floods, epidemics, quarantine regulations, strikes or lockouts, then the CONSULTANT shall notify the COUNTY in writing within ten (10) calendar days after commencement of such delay, stating the cause or causes thereof, or shall be deemed to have waived any right which the CONSULTANT may have had to request an extension to the time specified in this Agreement.

D. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONSULTANT'S services for any cause whatsoever, including those for which the COUNTY, including any of its agents or employees, may be responsible in whole or in part, shall relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT'S sole remedy against the COUNTY in the event of such interruption, interference, inefficiency, suspension or delay in the commencement or progress of such services shall be the right to seek an extension to the time stated in this agreement. However, such extension shall not operate as a waiver of any other rights of the COUNTY. This section shall expressly apply to claims for early completion, as well as claims based on late completion.

SECTION 15. INSURANCE.

A. The CONSULTANT shall not commence any work pursuant to this agreement until satisfactory proof of all insurance required hereunder has been provided to and approved by the COUNTY. It shall be the responsibility of the CONSULTANT to ensure that all subconsultants performing services pursuant to this agreement comply with the insurance requirements of this provision. The CONSULTANT shall furnish to the COUNTY certificate(s) of insurance in the form

required by COUNTY and, if requested by the COUNTY, CONSULTANT shall provide certified copies of all required insurance policies. The certificate(s) of insurance shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification required for strict compliance with this agreement and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. All certificate(s) of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail (return receipt requested) has been given to the COUNTY to the attention of the Pasco County Risk Manager, West Pasco Government Center, 7530 Little Road, New Port Richey, Florida 34654. In the event any insurance coverage expires prior to the expiration of this agreement, a renewal certificate shall be issued thirty (30) days prior to said expiration. Compliance with the foregoing requirements shall not relieve the CONSULTANT of any liability and/or other obligations pursuant to this agreement. Neither approval by the COUNTY, nor a failure to disapprove insurance certificates or policies furnished by the CONSULTANT, shall release the CONSULTANT from full responsibility of all liability or its obligations under this agreement.

B. All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida. Said insurance companies shall have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best Key Rating Guide, and shall be satisfactory to the COUNTY. Policies of insurance required by this the agreement shall be primary insurance with respect to the COUNTY, its officials, agents, or employees. Any insurance or self-insurance maintained by the COUNTY or its officials, agents, or employees, shall be in excess of the CONSULTANT'S insurance and shall not contribute with it. All policies of insurance required by this agreement, except Workers' Compensation and Errors and Omissions Liability, shall specifically provide that Pasco County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners and its officials, agents, or employees shall be "additional insureds" under the policy. The insurance coverage and limits provided herein are designed to meet the minimum requirements of the COUNTY. Any deductibles or self-insured retentions must be declared and approved by the COUNTY and are the responsibility of the CONSULTANT. The minimum kinds and limits of coverage to be carried by the CONSULTANT throughout the Effective Period shall be as follows:

a. Workers' Compensation and Employer's Liability:

Coverage shall be for the statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of \$100,000.00 each accident. The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, agents, and employees. In case any employee is engaged in any hazardous work pursuant to this agreement and is not protected under the Workers' Compensation statute, the CONSULTANT and any subconsultants shall provide for adequate insurance coverage to protect these employees.

b. Comprehensive General Liability:

Comprehensive general liability shall include premises and/or operations, products and/or competed operations, broad form property damage, xcu coverage, independent contractors, and contractual liability, and shall be written on an "occurrence basis."

Bodily injury and personal injury, including death:

\$1,000,000.00 each person
\$3,000,000.00 aggregate

Property damage:

\$1,000,000.00 each occurrence
\$3,000,000.00 aggregate

c. Comprehensive Automobile Liability:

Comprehensive automobile liability shall include owned vehicles, hired, and non owned vehicles, and employees' non ownership.

Bodily injury and personal injury, including death:

\$1,000,000.00 combined single limit

Property damage:

\$1,000,000.00 combined single limit

d. Errors and Omissions Liability:

\$1,000,000.00 aggregate

CONSULTANT shall maintain during the term of this agreement standard professional liability insurance in the minimum amount of \$1,000,000.00 per occurrence.

SPECIAL INTRUSION. Occurrence for professional liability insurance is highly preferred, however, in the event CONSULTANT is only able to secure claims-made professional liability insurance, special conditions apply. All certificates of insurance must clearly indicate whether the coverage is on a claims-made basis. Should coverage be afforded on a claims-made basis, CONSULTANT shall be obligated by virtue of this agreement to maintain insurance coverage in effect with no less than limits of liability nor any more restrictive terms and conditions for a period of five (5) years from the date of this agreement.

SECTION 16. TERMINATION OF AGREEMENT BY THE COUNTY.

This Agreement may be terminated by the COUNTY, with or without cause, upon ten (10) days written notice. If this Agreement is so terminated, CONSULTANT shall be paid for all work performed, and accepted by the COUNTY pursuant to the terms and conditions of this Agreement, up to the date of termination. Upon termination of this Agreement by the COUNTY, CONSULTANT shall promptly deliver to the COUNTY copies of all then completed deliverable items and all plans, reports, studies, calculations, maps, graphics, and other documents that directly support the deliveries prepared by CONSULTANT.

SECTION 17. CONTROLLING LAW.

This Agreement is to be governed by the laws of the state of Florida. The venue for any litigation resulting out of this Agreement shall be in Pasco County, Florida.

SECTION 18. SUCCESSORS AND ASSIGNS.

The COUNTY and CONSULTANT respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the COUNTY nor the CONSULTANT shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION 19. EXTENT OF AGREEMENT.

A. This Agreement represents the entire and integrated agreement between the COUNTY and CONSULTANT and supersedes all prior negotiations, representations, or agreement, either written or oral.

B. This Agreement may only be amended, supplemented, modified, changed or canceled by a written instrument executed by both parties hereto.

SECTION 20. NON-EXCLUSIVE AGREEMENT.

This Agreement is not intended to be and shall not be construed as an exclusive contract and the COUNTY may employ additional or other professional consulting firms to perform any work contemplated by this Agreement without liability to the CONSULTANT.

SECTION 21. INDEMNIFICATION OF THE COUNTY.

A. CONSULTANT shall indemnify and save the COUNTY, its Commissioners, officers, agents, employees, harmless from and against any claim, damages, costs, including attorney's fees, or causes of action of whatsoever kind or nature, whether direct, indirect or consequential, including, but not limited to, bodily injury, sickness, disease or death, infringement of copyright or patent, or injury to or destruction of property, including loss of use, which claims arise out of or are related to or in any way connected with this Agreement, provided such claim is caused by the negligent error, omission, act, or failure to act of CONSULTANT, its agents, servants or employees in the performance of services under this Agreement. The CONSULTANT shall not indemnify the COUNTY for any negligence of the COUNTY'S employees or agents. This indemnity shall include, but not be limited to, charges of attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law or other tribunal, for any reason.

B. The CONSULTANT'S indemnification obligation under the provision shall not be limited in any way to the consideration hereunder, the agreed upon prices as shown in any Task Order issued pursuant to this Agreement, or any other agreed payment or compensation amount, nor shall this indemnification be limited due to the CONSULTANT'S lack of sufficient insurance protection. The CONSULTANT hereby acknowledges and expressly agrees that the compensation to be paid to the CONSULTANT by the COUNTY pursuant to this Agreement specifically includes compensation as consideration for the indemnification provided herein.

SECTION 22. INDEPENDENT CONTRACTOR.

Neither the COUNTY nor any of its employees shall have any control over the conduct of CONSULTANT or any of CONSULTANT'S employees, except as herein set forth, and CONSULTANT expressly warrants not to represent at any time or in any manner that CONSULTANT or any of CONSULTANT'S agents, servants or employees are in any manner agents, servants or employees of the COUNTY. It is understood and agreed that CONSULTANT is, and shall at all times remain as to the COUNTY, a wholly independent contractor and that CONSULTANT'S obligations to the COUNTY are solely as prescribed by this Agreement.

SECTION 23. WAIVER OF BREACH.

Waiver by either party of a breach of any provision of this agreement shall not be deemed as a waiver of any other breach and shall not be construed to be a modification of the terms of this agreement.

SECTION 24. SEVERABILITY.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 25. NOTICES.

Any notices to be given under this Agreement shall be given by United States Mail, addressed to CONSULTANT at its address stated herein, and to the COUNTY at the following address: John J. Gallagher, Pasco County Administrator, West Pasco Government Center, Suite 340, 7530 Little Road, New Port Richey, Florida 34654.

IN WITNESS WHEREOF, the parties have caused these premises to be executed by their duly authorized representatives on this _____ day of _____, 2006.

PASCO COUNTY, FLORIDA, a political
subdivision of the State of Florida

ATTEST:

Chairman

(S E A L)

Date: _____ 2006

Jed Pittman, Clerk

PROFESSIONAL:

By: _____

Its: _____

Date: _____ 2006

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
OFFICE OF THE PASCO COUNTY ATTORNEY

ATTORNEY