



PASCO COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT
8919 GOVERNMENT DRIVE
NEW PORT RICHEY, FLORIDA 34654
TELEPHONE: (727) 847-8194
FACSIMILE: (727) 847-8065
www.PascoCountyFL.net

REQUEST FOR STATEMENTS OF QUALIFICATIONS (RSQ) **RSQ NO. 07-140**

PROFESSIONAL SERVICES RELATED TO THE DESIGN AND START UP OF THE PASCO COUNTY STORMWATER SYSTEM INVENTORY MASTER PLAN.

The Pasco County Board of County Commissioners is requesting qualifications from firms qualified and experienced in the design and start up of a Master Plan to inventory stormwater systems. The intent of this request is to secure the professional services necessary to design and start up a master plan to inventory the Pasco County stormwater system to meet the requirements of the NPDES MS4 Phase 1 Permit. The final inventory will be stored as a GIS spatial database in the County's ESRI ArcMap application. Proposals will only be considered from those firms demonstrating expertise and experience in the design and start up of similar master plans and related tasks.

The Pasco County Purchasing Department will receive responses until **2:00 P.M.**, local time, (our clock) on **JUNE 14, 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 eight (8) 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 Stromer. Questions may be faxed to (727) 847-8065.

Copies of the complete RSQ document and associated Scope of Work 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 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 an agreement 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 RSQ 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.

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.

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.

RESERVATION OF RIGHTS

Pasco County may (1) amend or modify this RSQ, (2) revise requirements of this RSQ, (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 RSQ, 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.

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

STATEMENT OF WORK

1. Introduction

Responses will be received from firms having specific experience and qualifications in the work described in the Scope of Services. For consideration, responses to this request must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the requested services.

The Pasco County Board of County Commissioners is requesting qualifications from firms qualified and experienced in design and start up of Master Plans to Inventory stormwater systems. The intent of this request is to secure the professional services necessary to design and start up a master plan to inventory Pasco County stormwater system to meet the requirements of the NPDES MS4 Phase 1 Permit. The final inventory will be stored as a GIS spatial database in the County's ESRI ArcMap application. Proposals will only be considered from those firms demonstrating expertise and experience in the design and start up of similar master plans and related tasks.

2. Scope of Services

The County anticipates that the consultant will perform the following tasks under this project:

Task1: Inventory Planning

- The consultant will meet with the County to become familiar with the stormwater conveyance system and the nature of the County's in-house store of equipment, software, data, and staff expertise. The County has purchased several licenses of ESRI ArcPad software, which the consultant may select as the software for field data collection, but other recommendations are welcome. The County possesses several high quality survey instruments, including a robotic station and an established differential GPS base station network that communicates via phone frequencies to field equipment. After meeting with County staff, and discussing the particular data collection requirements of this work, the consultant shall recommend software and hardware platforms to be used for field data collection.
- The consultant will review archived as-built data that must be entered into the GIS database and will describe procedures for the rapid and accurate integration of this information with the GIS. All as-built data capture is to be in the form of vector GIS data; scanning and registering of images is not desired. The consultant may propose commercial or custom software applications to aid and expedite this process.
- Using the County's existing digital photographic base, the consultant will create a grid system for scheduling field work, maintaining data tracking, supporting quality control (QC), and analyzing progress. It is anticipated that the inventory effort will extend over several years, carried out by County staff.

Task 2: Hardware – Software Configuration

- The County anticipates that field data will be collected using a combination of digital photography, GPS readings, and GIS data entry. ArcPad and PDA platforms are one option for integrating these devices and producing ESRI format data, but the consultant may propose other hardware and software combinations, including: rugged laptops, cameras integral with PDA's, GPS vendor-produced PDA's, etc,
- The consultant will produce a document explaining the selected hardware-software configuration, and discussing the strengths and weaknesses of the various alternatives. Costs of the various options shall be a consideration, but the primary criteria should be accuracy, reliability, ease of use, and suitability for the County's specific requirements.

Task 3: Field Inventory Database Configuration

- The consultant will develop a database model that will be employed by the County GIS to receive the stormwater archive and field data collected over the life of the project. This database must be compatible with existing data items in the County GIS and generally conform to the guidelines developed by the Southwest Florida Water Management District (SWFWMD) for watershed management plans. Data that is already in the SWFWMD GIS database must be integrated with the new database created for Pasco County.
- The stormwater infrastructure assets that are to be inventoried include, but are not limited to, the following:
 - Stormwater inlets of all types
 - Roadside swales
 - Drainage ditches
 - Stormwater sewers and manholes
 - Driveway culverts
 - Detention ponds
 - Headwalls and outfalls
 - Edge of pavement, crown of pavement

The assets are to be located, photographed when possible, and attribute information is to be collected, e.g. diameter, invert elevation, grate type, pipe material, connectivity to other assets, receiving water body of discharge, etc. The database model must be flexible enough to accommodate these items and additional ones that may be added. Location data is to be accurate (x, y, z) GPS points (or plan coordinates adjusted to the base map for archive data).

- A complete metadata template will be provided for the final database model. The template will conform to Federal Geographic Data Commission (FGDC) guidelines. Sample completed metadata forms for all asset types will be provided by the consultant.

- The consultant will develop software forms using the selected hardware-software configuration to support the collection of the field data specified. Full attention must be paid to QC. The consultant will describe protocols to timestamp data and photographs, implement connectivity of GPS, GIS feature creation, and imagery collection without error, produce fail-safe backups of field data, and perform error trapping on location and attribute data collected.

Task 4: Data Processing

The County wishes to download data from field collection devices into its central GIS with a minimum of intervention by GIS analysts.

- The consultant shall develop protocols and middleware applications to receive data from the field collection devices, and process it into a form compatible with the final GIS database. It is anticipated that this will include processing of some points into line vertices, application of symbology to some features, and addition of some attributes carried from the GIS County map base.
- The consultant middleware shall perform detailed QC checking to ensure that there are no conflicts between collected data and the GIS base or other SWFWMD data. It is anticipated that intervention will be required to resolve flagged conflicts.
- Field data will be QC checked to ensure continuity with existing data and internal engineering consistency. Invert and slope disjunctions, and connectivity issues will be flagged. A standard data download and QC report will be produced by the consultant middleware for each data append operation.
- Data that is part of a drainage collection network (pipes, swales, manholes, etc.) shall be processed in a manner that lends itself to incorporation into computer simulation of system hydraulics, as with USEPA SWMM, InfoWorks, SewerGEMS, DHI-MIKE, etc.

Task 5 – Inventory System Implementation Plan

- Based on the selected protocols, the Consultant will prepare a plan to implement the inventory of the stormwater conveyance system. This plan should include at least the following:
 - Implementation map. The consultant will describe the proposed route for the field work.
 - Implementation schedule.
 - Resources. The consultant will list human and physical resources required to implement the plan.
 - Cost. The Consultant will prepare a budget for the implementation of the plan.

Task 6 – Inventory Start Up and Training

- The consultant is responsible for the start up of the Master Plan in order to verify in the field and at the office the proposed protocols and prepare necessary adjustments. The County anticipates its staff to continue carrying out the stormwater inventory once all protocols are proof to work properly.

- The consultant will meet with the County and describe all deliverables outlined above. A complete report shall be submitted, including user manuals for any software and forms developed by the consultant.
- All custom code listings will be provided to the County with documentation.
- The consultant will train County staff in the use of field data collection forms and data QC and middleware applications.
- A test survey will be carried out by County staff and the consultant, including a data download and processing. The period of the test survey shall be sufficient for County Staff and in particular for GIS staff to check iterations, make comments to the consultant, receive satisfactory responses from the consultant, perform necessary adjustments and in general to approve the proposed system.
- The consultant will remedy any software bugs or equipment interface problems that are identified during the testing phase.
- The consultant shall train Pasco County personnel involved in this inventory and field train the Stormwater crew responsible for obtaining field information. A complete training manual shall be prepared for reference and for new field crews.

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 two (2) pages each.
II	<i>Understanding of Services.</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. This item shall be limited to no more than ten (10) pages
III	<i>Qualifications.</i> The offeror shall attach current résumés of professionals who will be engaged to provide the specified services. The offeror shall provide a comprehensive list of references for services of similar scope and discipline as specified in this RSQ. The list of references shall include a brief description of similar work <u>and</u> owner contact information for each project.

END OF RESPONSE FORMAT

REVIEW AND ASSESSMENT

Professional firms will be evaluated on the following criterion. These criteria will be the basis for review of the responses, interviews, and selection.

1. Experience in the design and start up of Master Plans to inventory stormwater systems;
2. Experience designing ESRI databases;
3. Understanding of contemporary design and implementation cost to inventory stormwater systems;
4. Proximity to Pasco County or ability to meet the County's needs without delay and/or undue travel and expenses; and
5. Qualifications and methodology offered to accomplish the subject services.

If selected for an interview, the following must appear before the Selection Committee:

1. Firm Principal or Local Manager
2. Project Manager
3. GIS Specialist

In order to select the best firm, the Selection Committee must meet and evaluate the "team" of professionals that are vying for the described project. Failure to have the above individuals or disciplines present may be cause for immediate disqualification and dismissal from consideration.

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, and subconsultant/subcontractor's qualifications. 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 all information for this purpose that may be requested. Pasco County reserves the right to reject any response if the evidence submitted by, or investigation of, the offeror, assigned personnel, and subconsultant/subcontractors fails to satisfy Pasco 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 offeror's, assigned personnel's, and subcontractor's qualifications 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 subconsultants 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 ongoing environmental, consulting and technical services in connection with the design and start up of the Master Plan to Inventory the Pasco County Stormwater System.

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.

[The method and manner of compensation will be determined during meaningful discussions with offerors.]

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