



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. 10-003

ON-GOING PROFESSIONAL ARCHITECTURAL, ENGINEERING AND RELATED SERVICES FOR IMPROVEMENTS TO PARKS AND RECREATION FACILITIES

The Pasco County Board of County Commissioners is requesting qualifications from professional qualified multi-discipline (architectural, engineering, etc.) firms (teams) to provide design services, construction and contract documents and project oversight for projects at parks and recreation facilities throughout the County when construction costs will not exceed \$2 million. To be considered, responding firms must have documented work experience associated with the design and construction of both active (e.g. sports fields and recreation centers, etc.) and passive (e.g. picnic shelters, restrooms, boat ramps, etc.) public parks and amenities. Preference may be given to firms that possess two (2) or more of the necessary professional disciplines in-house.

The Pasco County Purchasing Department will receive responses until **2:30 P.M.**, local time, (our clock) on **NOVEMBER 24, 2009**, 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.pascopurchasing.com at no cost. The County is not responsible for expenses incurred 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 P. 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.

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.

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. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

The Pasco County Board of County Commissioners is requesting qualifications from professional qualified multi-discipline (architectural, engineering, etc.) firms (teams) to provide design services, construction and contract documents and project oversight for projects at parks and recreation facilities throughout the County when construction costs will not exceed \$2 million. To be considered, responding firms must have documented work experience associated with the design and construction of both active (e.g. sports fields and recreation centers, etc.) and passive (e.g. picnic shelters, restrooms, boat ramps, etc.) public parks and amenities. Preference may be given to firms that possess two (2) or more of the necessary professional disciplines in-house.

2. Scope of Work

Projects may include, but are not limited to, new construction or renovation of parks and recreation amenities, such as: recreation buildings (gymnasiums, restrooms, shower rooms, concessions, etc.), sports fields (soccer, football, softball, lacrosse, etc.), outdoor courts (tennis, racquetball, basketball, bocce ball, etc.), multi-purpose trails, camping facilities, picnic shelters, playgrounds, spray grounds, swimming pools, skate parks, boat ramps and docks, boardwalks and observation towers, seawalls and maintenance buildings. Supporting amenities may include, but are not limited to, landscaping, irrigation systems, signage, storm water and drainage management systems, utilities, fencing, sidewalks, roads and parking lots. Projects may require the development of designs, preparation of construction and contract documents for both new and modifications to existing amenities. Projects may also require professional oversight of permitting, construction (management) and project closeout activities.

Services may include, but are not limited to:

1. Project schedules (time frames);
2. Surveys—site (boundary), tree (if necessary), topographical, and geotechnical;
3. Complete design, including civil structural, architectural, and mechanical;
4. Evaluation and recommendation of potential and proposed sites;
5. Site plans depicting locations of all amenities, setbacks, etc.;
6. Design of all site improvements, including but not limited to, parking and landscaping;
7. Interior design services, space design and programming;
8. Conceptual drawings and renderings, including interior and facade design/redesign;
9. Public hearings to review plans;
10. Construction drawings and specifications suitable for permitting;
11. Development of bidding documents;
12. Comprehensive evaluation of bid responses and detailed recommendation;
13. Addressing all permitting issues, including application for and acquisition;
14. Environmental mitigation monitoring services;
15. Cost estimates and preliminary construction schedule estimates;
16. Consultant services during construction;
17. Construction supervision/administration/management;
18. Prepare construction contracts;
19. Job close-out; and
20. As-built drawings.

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.
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.
III	<i>Qualifications.</i> The offeror shall attach current and completed copies of 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. These criteria will be the basis for review of the responses, interviews, and selection.

1. Experience with design and construction of parks and recreation facilities and amenities;
2. Experience with design and construction of parks and recreation facilities and amenities in Florida;
3. Proximity to Pasco County or ability to meet the County's needs without delay and undue travel and expenses; and,
4. 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
2. Assigned Project Engineers
3. Assigned Project Managers

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

**AGREEMENT FOR
PROFESSIONAL ARCHITECTURAL, ENGINEERING AND RELATED SERVICES FOR
IMPROVEMENTS TO PARKS AND RECREATION FACILITIES
RSQ NO. 10-003**

THIS CONSULTANT SERVICES Agreement (hereinafter referred to as the "Agreement"), is made and entered into by and between PASCO COUNTY, FLORIDA, hereinafter the "COUNTY", and _____, whose address is _____ and whose Federal Employer Identification number is _____, hereinafter the "CONSULTANT."

RECITALS:

WHEREAS, the COUNTY desires to obtain continuing and periodic design, engineering, architectural, and/or construction related professional services for parks and park related projects from the CONSULTANT and is authorized to enter into this Agreement pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the CONSULTANT hereby certifies that it is qualified to perform said services; and

WHEREAS, the CONSULTANT further certifies that it has been granted and possesses valid, current licenses to conduct business in the State of Florida and in Pasco County, Florida, as such licenses are issued by those state boards and/or agencies responsible for regulating and licensing the services to be provided and performed by the ARCHITECT pursuant to this Agreement; and

WHEREAS, the CONSULTANT has been informed of and has reviewed the professional services required to be performed pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions, and terms hereinafter set forth in this Agreement; and

WHEREAS, the selection and engagement of the CONSULTANT has been made by the COUNTY in accordance with the provisions of the Consultant's Competitive Negotiation Act, Chapter 287.055, Florida Statutes (2002).

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties, as indicated by their respective execution of this Agreement, agree that a Contract shall exist between the COUNTY and the CONSULTANT specifically consisting of:

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, interpretation and meaning of such terms as they appear throughout this Agreement.

ARTICLE 1 – DEFINITIONS

1.01 COUNTY

The term COUNTY shall refer to the Board of County Commissioners of Pasco County, a political subdivision of the State of Florida, and any official or employee thereof who shall be duly authorized to act on the COUNTY'S behalf relative to this Agreement.

1.02 COUNTY ADMINISTRATOR

The County Administrator of Pasco County, Florida, acting directly or through duly authorized representatives, which representatives are acting exclusively within the scope of the duties and authority assigned to them.

1.03 PROJECT DIRECTOR

The term PROJECT DIRECTOR shall refer to the Director of the Facilities Management Department of Pasco County, acting directly or through his duly authorized representative acting exclusively within the scope of the duties and authority assigned to him or her.

1.04 PROJECT MANAGER

The term PROJECT MANAGER shall refer to that person employed by the COUNTY designated by the PROJECT DIRECTOR to serve and act on the COUNTY'S behalf to provide direct contact and communication between the COUNTY and the CONSULTANT throughout the effective period of this Agreement or, at the COUNTY's discretion, for the duration of a particular TASK ORDER. The PROJECT MANAGER is not authorized to, and shall not, issue any verbal request or instruction to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way: (1) the scope of PROFESSIONAL SERVICES to be performed by the CONSULTANT; (2) the time the CONSULTANT is obligated to commence and complete all such services; or (3) the amount of compensation the COUNTY is obligated to pay the CONSULTANT. The PROJECT MANAGER shall review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed pursuant to this Agreement.

1.05 CONSULTANT

The term CONSULTANT shall refer to the architectural/engineering firm designated to perform the design or resident engineer services for the Work by the firm and whose employees are licensed in the State of Florida to provide the technical and professional expertise to produce and sign for the services described herein, or the COUNTY ENGINEER on those occasions when, and to the extent that, COUNTY staff perform the design or resident engineer services for the work or a portion thereof.

By execution of this Agreement, the CONSULTANT shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work, and materials including services or work of SUBCONSULTANTS required under the covenants, terms, and provisions contained in this Agreement and any and all MODIFICATIONS or CHANGE ORDERS issued pursuant thereto.

1.06 PROFESSIONAL SERVICES

The term PROFESSIONAL SERVICES shall refer to all of the service, work, materials, and all related professional, technical, and administrative activities that are necessary to be provided and performed by the CONSULTANT, its employees, and any and all SUBCONSULTANTS that the CONSULTANT may engage to provide, perform, and complete the Basic and ADDITIONAL SERVICES required pursuant to the provisions of this Agreement as more fully defined in this Agreement.

1.07 SUBCONSULTANT

The term SUBCONSULTANT shall refer to any individual, company, or firm offering professional services that is engaged by the CONSULTANT to assist the CONSULTANT in providing and performing the PROFESSIONAL SERVICES for which the CONSULTANT is contractually obligated, responsible, and liable to provide and perform under this Agreement. The COUNTY shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement or contract entered into between the CONSULTANT and any SUBCONSULTANT of the CONSULTANT.

1.08 ADDITIONAL SERVICES

The term ADDITIONAL SERVICES shall refer to PROFESSIONAL SERVICES that were intentionally excluded from the BASIC SERVICES or were unanticipated with respect to the projects that are the subject of this Agreement, and that the COUNTY may request or authorize the CONSULTANT to provide or perform relative to the subject matter of this Agreement, and any other lawful professional architectural, engineering or consulting services that the CONSULTANT is qualified to provide and that the COUNTY may authorize the CONSULTANT to undertake. ADDITIONAL SERVICES shall be authorized by the execution by both parties of a Task Order for each Project specifying the ADDITIONAL SERVICES that shall apply to that Task Order. ADDITIONAL SERVICES shall constitute a continuation of the PROFESSIONAL SERVICES covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement.

1.09 MODIFICATION

The term MODIFICATION shall refer to a written document executed by both the COUNTY and the CONSULTANT setting forth and authorizing PROFESSIONAL SERVICE tasks which were not set forth in and are supplemental to the Scope of Services contained in this Agreement.

The amount of the change in contract compensation and time set forth in any MODIFICATION(S) executed and issued under this Agreement shall be understood and agreed by both the COUNTY and CONSULTANT to be fair, equitable, and adequate and to represent the total of all costs associated with said MODIFICATION.

1.10 CHANGE ORDER

The term CHANGE ORDER shall refer to a written document executed by both the COUNTY and the CONSULTANT setting forth and authorizing changes to the agreed upon scope of PROFESSIONAL SERVICES, compensation, method of payment, time or schedule of performance, project guidelines, or criteria as set forth and agreed to in the initial Agreement,

MODIFICATIONS, TASK ORDERS, or previous CHANGE ORDERS issued thereto. The CHANGE ORDER document, which shall be executed on a COUNTY standard form, shall set forth authorized changes to the scope of PROFESSIONAL SERVICES, tasks, work or materials to be performed or provided by the CONSULTANT as well as the compensation and method of payment, the schedule or time period for performance and completion, and the guidelines, criteria and requirements pertaining thereto. Any changed compensation to the CONSULTANT as a result of a CHANGE ORDER shall be understood and agreed to be the total of all costs associated with said CHANGE ORDER.

1.11 TASK

A discrete design job or project within the scope of the Agreement, as may be determined by the COUNTY in its discretion, for which an individual Notice to Proceed may be issued that delineates a fixed number of days for completion of the job or other milestones applicable to the job, and with respect to which liquidated damages may be assessed for failure to achieve completion in the allotted number of days or otherwise for failing to meet applicable milestones established for that Task.

1.12 TASK ORDER

The term TASK ORDER shall refer to a written document executed by both parties to this Agreement whereby the COUNTY provides authorization and notification to the CONSULTANT to proceed to provide or perform certain PROFESSIONAL SERVICES, on a per project or task basis or work pursuant to the scope of BASIC SERVICES and ADDITIONAL SERVICES of this Agreement.

1.13 NOTICE TO PROCEED

The term NOTICE TO PROCEED shall refer to a written document executed by the COUNTY ADMINISTRATOR or his duly authorized representative issued to the CONSULTANT that shall notify the CONSULTANT to commence work or to provide PROFESSIONAL SERVICES pursuant to a properly executed TASK ORDER. The time for performance of PROFESSIONAL SERVICES or work required pursuant to any properly executed TASK ORDER shall commence to run from the date specified in the NOTICE TO PROCEED.

ARTICLE 2 – TERM

Except as otherwise specified herein, this Agreement shall remain in full force and effect from the effective date of this Agreement for a period of five (5) years or until all TASK ORDERS and CHANGE ORDERS generated under this Agreement are complete, whichever is later, unless the Agreement is terminated earlier as otherwise provided in this Agreement.

ARTICLE 3 – SCOPE OF PROFESSIONAL SERVICES

The parties agree that the CONSULTANT'S primary responsibility under this Agreement is to provide consulting and professional architectural and/or engineering services relating to and including, but not limited to, the planning, site evaluation, design, testing and inspecting, change order processing, reporting, tracking, construction cost estimating, construction supervision and contract administration of park and park related projects not exceeding \$2 million in construction

costs and/or \$200,000.00 for study activity as further defined in RSQ No. 10-003 which is attached hereto and incorporated herein by reference as Exhibit A. In the case of conflict between the General Conditions of the RSQ and this Agreement, the terms of this Agreement shall prevail. TASK ORDER(S) agreed to in accordance with the provisions of this Agreement shall be construed in a manner consistent with the foregoing intent. The specific services that the CONSULTANT agrees to furnish and the terms that CONSULTANT agrees to follow, if authorized by a properly executed TASK ORDER, are subject to the terms and conditions of this Agreement.

ARTICLE 4 – ASSIGNMENT OF WORK BY TASK ORDER

The work and services to be performed pursuant to this Agreement is TASK ORDER driven. When the COUNTY requires the PROFESSIONAL SERVICES of the CONSULTANT, individual TASK ORDERS will be approved by the Pasco County Board of County Commissioners (BOARD) or by the COUNTY ADMINISTRATOR, when applicable.

For purposes of this Agreement, the COUNTY ADMINISTRATOR is specifically delegated authority from the BOARD to issue and approve TASK ORDERS for PROFESSIONAL SERVICES up to an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) each.

The completion date for an individual TASK ORDER may be extended in writing by the BOARD at a regularly scheduled meeting of the BOARD or by the COUNTY ADMINISTRATOR as provided herein.

All terms in this Agreement shall be incorporated by reference in each executed TASK ORDER. In the event of any conflict, the provisions of this Agreement will control over the conflicting provisions of any TASK ORDER. Each fully executed TASK ORDER shall become a supplement to and a part of this Agreement.

After the issuance of a properly executed TASK ORDER and NOTICE TO PROCEED the CONSULTANT shall commence work promptly and shall carry on without delay or interruption all such services and work as may be required to completion. The time of performance for rendering PROFESSIONAL SERVICES or work pursuant to any TASK ORDER shall commence to run from the date specified in the NOTICE TO PROCEED issued for said TASK ORDER.

ARTICLE 5 – BASIC SERVICES

The CONSULTANT agrees to provide BASIC SERVICES for each Project as follows: architectural, civil, landscaping, structural, mechanical, and electrical engineering design for site evaluation, schematic design, final design, permitting, construction documentation, bidding, construction and change order administration, and close-out phases. Prior to the start of work, the CONSULTANT shall provide to the COUNTY a detailed project schedule which shall cover the period from Site Evaluation through Close Out.

Descriptions of the Project phases, specified herein are included to offer minimum Project requirements, but are not intended to restrict the design and engineering of the Project in terms of efficiency, functionality and future growth. The CONSULTANT shall also attend BOARD and COUNTY meetings as requested by the COUNTY to provide clarification, present designs or findings, or to answer questions regarding any phase of each Project. It is the COUNTY'S intent to define by TASK ORDERS on a project by project basis all the PROFESSIONAL SERVICES required for the construction of its park and park related projects, excluding only unusual,

unforeseeable circumstances or needs, or as stated elsewhere herein.

The obligations of the CONSULTANT with respect to all the PROFESSIONAL SERVICES authorized pursuant to this Agreement on a TASK ORDER basis may include, but not be limited to, the following:

5.01 SITE EVALUATION PHASE

Site evaluation shall include, but not be limited to, the study of potential locations with respect to site limitations from architectural and engineering perspectives with regard to zoning requirements, storm drainage requirements, and the availability of required utilities. The CONSULTANT shall investigate proposed sites to determine the availability of potable water and sanitary sewer, the capacity of the water system to provide adequate fire protection, and the existence and condition of subsurface and surface drainage structures and other utilities. The Site Evaluation shall also include the regulatory aspects of the project including, but not limited to, zoning, site approvals, and permitting. The site evaluation shall include the coordination of geotechnical engineering services.

If so requested by the COUNTY for any Project, the CONSULTANT shall also provide the Geotechnical Site Assessment as an ADDITIONAL SERVICE. Such Geotechnical Site Assessment shall include, at a minimum:

- (a) Review readily available published topographic and soils information from the appropriate Quadrangle Map published by the United States Geological Survey (USGS) and the "Soil Survey of Pasco County, Florida" published by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS).
- (b) Mobilize/demobilize a drill rig with crew.
- (c) Perform standard penetration test (SPT) bores within the specified area of the planned development and SPT bores at the building site sufficient to determine soil stratum types and depths, to provide soil information regarding relative density, and to provide samples for visual examination.
- (d) Prepare a report of depth to groundwater at the time of the exploration and estimated seasonal high groundwater levels.
- (e) Perform hydraulic conductivity tests in the drainage retention area, if applicable.
- (f) Determine the foundation design recommendations including allowable bearing pressures and feasible foundation types.
- (g) Determine the geotechnical design parameters required for the foundation system, including allowable bearing pressures, foundation levels and expected settlements.
- (h) Analyze and report soil subgrade preparation required, including stripping, grubbing, and compaction, engineering criteria for placement and compaction of approved structural and pavement fill materials.
- (i) Identify the general location and description of potentially deleterious materials encountered in the borings that may interfere with construction progress or structure, pavement and drainage performance, including existing fills and surficial organics.
- (j) Return the site to its former condition following tests.
- (j) Provide for the location and marking of all underground utilities.

Unless otherwise specified herein, the CONSULTANT and its SUBCONSULTANTS shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials in any form at the Projects' sites, including but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances. However, if during its performance of the provisions of this Agreement, the CONSULTANT discovers the existence of any hazardous materials, it shall immediately disclose to the COUNTY the existence of same.

DELIVERABLES: The CONSULTANT shall provide three copies of the written Site Evaluation report for each PROJECT, detailing findings of the above issues and, if the COUNTY requests that the CONSULTANT prepare the Geotechnical Site Assessment, the report shall contain the soils testing results. At the County's request, the CONSULTANT shall provide a Site Evaluation for one proposed location for each project as part of the BASIC SERVICES. Site evaluations for two or more potential locations for any one PROJECT shall be compensated as ADDITIONAL SERVICES.

5.02 SCHEMATIC DESIGN.

The CONSULTANT shall prepare the Schematic Design from the Site Evaluation report for the selected location and direction from the COUNTY. The CONSULTANT shall consult with all utility companies and permitting agencies to verify current design standards and code requirements. If a fixed limit of construction cost shall be established as a condition of this Agreement by the furnishing, proposal, or establishment of a fixed Project budget, the CONSULTANT shall determine what alternate materials, equipment, component systems and types of construction are to be included in the Contract Documents to permit reasonable adjustments in the scope of the Project, and to include in the design phases and Contract Document's alternate bid items to adjust the construction cost to the fixed limit.

DELIVERABLES: The CONSULTANT shall provide three sets of Schematic Designs, consisting of plans, sections, elevations, outline specifications, and other details necessary to fully describe the design intent for each PROJECT, including site work and landscaping. The CONSULTANT shall provide a detailed construction cost estimate, specifying, at a minimum, the lump sum change in costs for each of the 16 CSI Construction Divisions.

5.03 PRELIMINARY DESIGN.

If so requested by the COUNTY, the CONSULTANT shall prepare, from the approved conceptual schematic design documents, the Preliminary Design documents, further defining the recommended solution. The Preliminary Design documents will consist of plans, sections, elevations, outline specifications, and other details necessary to fully describe the design intent for each Project including site work. The CONSULTANT shall consult with all utility companies and permitting agencies to verify current design standards and code requirements. The CONSULTANT shall coordinate the development of and provide to the COUNTY an updated cost estimate.

DELIVERABLES: The CONSULTANT shall provide and distribute three sets of the Preliminary Design documents for review and comment as directed by the PROJECT

DIRECTOR.

5.04 FINAL DESIGN.

The CONSULTANT shall prepare the Final Design documents from the approved Schematic Design or Preliminary Design, as applicable, incorporating authorized changes by the COUNTY and the utility providers, consisting of plans, elevations, and other drawings, including perspective sketches and outline specifications to fix and illustrate the size and character of each entire Project in its essentials as to kinds of materials, type of structure, mechanical, and electrical systems, and such other work as may be required. The Final Design documents shall include on-site drives, walkways, storm sewers, sanitary sewer lines, water distribution lines, and stormwater ponds that serve each Project.

The CONSULTANT shall provide a detailed construction cost estimate, specifying, at a minimum, the lump sum change in costs for each of the 16 CSI Construction Divisions.

DELIVERABLES: The CONSULTANT shall provide three sets of the Final Design documents, along with an updated Construction Cost Estimate. The CONSULTANT shall provide sets as needed for permit applications and shall incorporate into the 100% Final Design documents all requirements of permitting agencies.

5.05 PERMITTING.

During this phase, the CONSULTANT shall prepare, submit, respond to, and revise as required, applications for all necessary permits. Fees for permits shall be paid by the COUNTY. The agencies requiring permits include but are not limited to the following: SWFWMD – Stormwater; FDEP – Sanitary Sewer Collection; Pasco County Health Unit – Water Distribution; and NPDES – Construction. The County's Construction Contractor shall be responsible for obtaining and paying for the Building Permit, but the COUNTY shall pay the Building Permit Review Fee.

DELIVERABLES: The permit applications shall be submitted to the COUNTY for review prior to submittal to the applicable agencies.

5.06 CONSTRUCTION DOCUMENTATION.

Contract Documents. The CONSULTANT shall prepare, from the approved Final Design documents and permits, all construction Contract Documents, consisting of working drawings and specifications and setting forth in detail the work. The non-technical documents consisting of the necessary bidding information, General Conditions of the Contract, Supplementary General Conditions of the Contract, Division One of the specifications, Proposal and Contract form shall be coordinated with the COUNTY and coordinated by the CONSULTANT. Upon approval by the COUNTY of the Contract Documentation, the ARCHITECT shall prepare, at cost, vellum prints of all drawings and a full copy of all specifications data as well as an electronic version of such documents. Copies of the construction Contract Documents for the CONSULTANT'S use shall be the financial responsibility of the CONSULTANT.

(1) **Addenda.** The CONSULTANT, in consultation with the COUNTY, shall

prepare necessary addenda and provide copies, mylars, or camera-ready copy of each as appropriate to the COUNTY, in the same number and distribution as specified for construction Contract Documents. The PROJECT DIRECTOR shall approve in writing all addenda prior to distribution.

(2) Responsibilities and Standards. The CONSULTANT shall provide Contract Documents (design documents, specifications, etc.) and Addenda that conform to applicable building codes (see Chapter 60D-7, Florida Administrative Code) and zoning codes and generally accepted construction industry standards. The CONSULTANT represents that the plans, specifications, Contract Documents, and all other work products of the CONSULTANT shall be adequate and sufficient to accomplish the purpose of each Project; and further, that review and approval by the COUNTY of any documents shall not diminish the CONSULTANT'S representation of adequacy. Where this Agreement provides for the COUNTY's approval of the CONSULTANT'S design suggestions and decisions, such approval shall not relieve the CONSULTANT of any responsibility hereunder. The CONSULTANT shall signify his responsibility for the contract documents prepared pursuant to this Agreement by affixing his signature, date, and seal thereto as required by Chapters 471 and 481, Florida Statutes.

DELIVERABLES: The CONSULTANT shall provide to the COUNTY four paper or vellum sets of the approved Contract Documents and any approved Addenda, which shall be properly sealed and forwarded as follows: two sets to the COUNTY Purchasing Department, one set to the PROJECT DIRECTOR, and one set to the Construction PROJECT MANAGER. The official Contract Documents of record are those paper or vellum documents produced by the CONSULTANT that bear the CONSULTANT'S company seal and signatures. The CONSULTANT, whether using a computer aided design and drafting application (CADD) or a manual design and drafting technique, shall also provide the COUNTY with two sets of CD-Rom disk files at the conclusion of 100% Construction Documents defined above. Drawing files shall be compatible with the latest DOS® or Windows® release of AutoCAD® in a .dwg file format and shall contain all font, symbol, block, and attribute files used to assemble the documents. Technical specifications shall be in a Microsoft Word® or ASCII file format suitable for acceptable translation to Microsoft Word®. Disk files may be submitted on high-density 1.2 megabyte or 1.44 megabyte flexible media, with the contents of each disk appropriately labeled. Layering of drawing files shall conform to the "CADD Layering Guidelines, Recommended Designations for Architecture, Engineering, and Facility Management; Computer-Aided Design," published by the American Institute of Architects. The CONSULTANT shall also provide a directory of the layers used and the identification of each layer. The electronic CADD files and technical specifications to be delivered under this Agreement contain information to be used for the production of contract documents for each of the Projects. These electronic files are provided as an accommodation to the COUNTY to assist in limited production of the details of the Contract Documents. The COUNTY shall be responsible for all software required to access the files. The COUNTY understands and agrees that the right to use the electronic files provided under this Agreement is specifically limited to same and acknowledge that the CONSULTANT does not have the right to sublicense for COUNTY's use any software required to

access said electronic files, and no such license is granted hereby. The CONSULTANT shall also provide to the COUNTY along with the Contract Documents two sets of the final construction cost estimates, broken down at a minimum by the 16 CSI Construction Divisions.

5.07 BIDDING.

The COUNTY's Purchasing Director shall be responsible for administering the bidding of the construction work. The CONSULTANT shall evaluate product equals at the request of the PROJECT DIRECTOR and shall make a decision on each in a timely manner. The CONSULTANT shall attend the pre-bid conference and bid opening upon the request of the COUNTY. The CONSULTANT shall coordinate with the COUNTY to respond to bidders' questions during the bidding period, if so requested by the COUNTY. In the COUNTY's sole discretion, if clarification or correction of the Contract Documents is required as a result of an oversight or miscommunication by CONSULTANT, the CONSULTANT shall prepare such clarifications and corrections to the Construction Documents and shall prepare associated Addenda for review and issuance by the COUNTY, at no additional cost to the COUNTY. The CONSULTANT shall assist the COUNTY in evaluating all bids received and shall provide comment and recommendation in writing to the COUNTY within five (5) calendar days after the close of bidding on each proposed Project.

DELIVERABLES: The CONSULTANT shall provide reports to the COUNTY on product equals, respond to bidders' questions in writing to the COUNTY and submit corrections or clarifications to the construction documents as directed by the COUNTY, and shall provide its written evaluation of bids and bidders to the COUNTY.

5.08 CONSTRUCTION ADMINISTRATION.

The construction phase shall commence with a written authorization to the Contractor from the PROJECT DIRECTOR to begin and, together with the CONSULTANT'S obligation to provide Basic Services under this Agreement, shall terminate when final payment to the Contractor is made, or in the absence of a final Certificate for Payment or of such due date, 120 days after the date of Substantial Completion of each total Project, whichever occurs first. Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the CONSULTANT shall provide administration for the construction contract as set forth below and in the Conditions of the Contracts for Construction.

(1) Communications and Authority: The CONSULTANT shall be a representative of the COUNTY during the Construction, and shall advise and consult with the COUNTY. Instructions to the Contractor shall be forwarded through the CONSULTANT. The CONSULTANT shall have authority to act on behalf of the COUNTY only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with this Agreement.

(2) Site Visits. The CONSULTANT shall visit the site as often as is necessary to maintain knowledge of the progress and quality of the Work and to determine if the work is generally proceeding in accordance with the Contract Documents. In no case will the frequency of the visits be less than once a week.

On the basis of such on-site observations of the work, the CONSULTANT shall keep the COUNTY informed of the progress and quality of the work and shall endeavor to guard the COUNTY against defects and deficiencies in the materials or the work of the Contractor and his subcontractors.

(3) Progress Payments: Based on the CONSULTANT'S observations at the site and an evaluation of the Application for Payment, the CONSULTANT shall determine the amounts owing to the Contractor and shall issue a Certificate for Payment in such amounts, as provided in the Contract Documents. CONSULTANT'S evaluating of Contractor's application for Payment shall be completed within seven (7) days of receipt or within such other period specified by the COUNTY or as required under the Florida Prompt Payment Act. The issuance of a Certificate for Payment shall constitute a representation by the CONSULTANT to the COUNTY that, based on the CONSULTANT'S observation at the site and on the data comprising the Application for Payment, work has progressed to the point indicated; that, to the best of the CONSULTANT'S knowledge, information and belief, the quality of work is in accordance with the Contract Documents (subject to an evaluation of Work for conformance with the Contract Documents upon Substantial Completion, to the results or any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Project Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the parties acknowledge that issuance of a Certificate for Payment shall not be a representation that the CONSULTANT has made any examination to ascertain how or for what purpose the Contractor has used the monies paid on account of the contract sum.

(4) Disagreements: Should disagreement occur between the Contractor and CONSULTANT over acceptability of work and conformance with the requirements of the specifications and plans, the PROJECT DIRECTOR shall be the final judge of performance and acceptability. The CONSULTANT'S decisions on any other claims, disputes or other matters, including those in question between the COUNTY and the Contractor, shall be consistent with the provisions of this Agreement and in the Contract Documents.

(5) Compliance with Contract Documents: All interpretations and decisions of the CONSULTANT shall be consistent with the intent of, and reasonably inferable from, the Contract Documents, and shall be in writing or in graphic form.

(6) Artistic Effect: The CONSULTANT'S decision in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

(7) Rejection of the Work: The CONSULTANT shall have authority to reject work that does not conform to the Contract Documents. Whenever, in the CONSULTANT'S reasonable opinion, it is necessary or advisable to insure conformance with the provisions of the Contract Documents, the CONSULTANT

shall provide inspection or materials testing of work, whether or not such work be then fabricated, installed, placed, or completed. A copy of all inspections and materials testing reports shall be provided promptly to the PROJECT DIRECTOR.

In the event the CONSULTANT determines that there is or may be a concern related to conformance with the provisions of the Contract Documents, the CONSULTANT shall so notify the CONTRACTOR and the PROJECT DIRECTOR in writing, stating its concern and the remedy sought or corrective action required of the CONTRACTOR. The CONSULTANT shall continue to monitor the situation through to resolution and shall provide periodic written status reports to the PROJECT DIRECTOR no less than weekly.

(8) Review of Submittals: The CONSULTANT shall receive submittals such as Shop Drawings, Product Data and Samples from the Contractor and shall review and approve them only if they conform to the Contract Documents and are appropriate, adequate, and sufficient for the intended use. Such action shall be taken with reasonable promptness so as to cause no delay. The CONSULTANT'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(9) Contractor's Change Orders: The CONSULTANT shall review and approve or take other appropriate action on Change Orders prepared by the Contractor for the COUNTY's authorization in accordance with the Contract Documents and shall evaluate and make recommendations to the COUNTY regarding any value engineering recommendations by the Contractor.

(10) CONSULTANT'S Change Orders: The CONSULTANT shall have authority to order minor changes in work not involving an adjustment in a Contract Sum or an extension of a contract time and which are not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order issued to the Contractor endorsed by the PROJECT DIRECTOR.

(11) COUNTY's Change Orders: Changes in the scope, design, materials, or timing of the Work initiated at the option of the COUNTY, which were not anticipated and listed as an Alternate to the work, shall be prepared by CONSULTANT as an Additional Service.

(12) Substantial and Final Completion: The CONSULTANT shall conduct inspections (walk-throughs) as needed to determine the dates of substantial completion and final completion and shall issue appropriate certificates. The CONSULTANT shall prepare punch lists for completion items and shall oversee construction until all items are 100% completed.

DELIVERABLES: The CONSULTANT shall provide the following to the COUNTY in a timely manner throughout the construction period, unless otherwise scheduled below:

(A) A copy of all correspondence between the CONSULTANT and the Contractor, Subcontractors, permitting agencies, inspectors, and all other interested parties within a calendar week of receipt or issuance by the CONSULTANT.

(B) A copy of CONSULTANT'S field notes and meeting notes from site visits, upon request, only.

(C) Three sets of a monthly status reports detailing the progress of the work with photographs of the construction site, along with a copy of test results, inspection reports, other associated reports, an itemization of change order requests with associated cost impacts, disputed issues documentation, construction progress schedule update and such other items as may have occurred during or be relevant to the period.

(D) All documents related to verification and processing of the Application for Payment and the Certificate for Payment for progress and final payment to the Contractor.

(E) The CONTRACTOR'S evaluation of and recommendations or decisions regarding Submittals by the Contractor.

(F) All documents related to Change Order requests, whether prepared by the Contractor or the CONSULTANT, including updated Construction Cost Estimates.

(G) All documentation related to Substantial Completion. CONSULTANT shall issue the Certificate of Substantial Completion on the most current AIA form unless otherwise directed by the COUNTY.

(H) Recommendation for Certificate of Final Completion.

5.09 CLOSE OUT.

The CONSULTANT shall assist the Contractor in receiving and forwarding to the COUNTY written warranties and related documents. The CONSULTANT shall provide to the COUNTY As-Built construction documents and plans.

DELIVERABLES: The CONSULTANT shall provide an original of all written warranties, operational manuals, and related documents. The CONSULTANT shall provide three paper or vellum sets of As-Built construction documents and As-Built documents in AutoCAD within one calendar month of final completion.

ARTICLE 6 –OBLIGATIONS OF THE ARCHITECT

6.01 LICENSES

The CONSULTANT agrees to maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Pasco County, Florida, including, but not limited to, licenses required by the respective regulatory boards and other governmental agencies responsible for regulating and licensing the PROFESSIONAL SERVICES provided and performed by the CONSULTANT pursuant to this Agreement.

6.02 PERSONNEL

6.02.1 QUALIFIED PERSONNEL

The CONSULTANT agrees that when services to be provided and performed pursuant to this Agreement relate to a PROFESSIONAL SERVICE, which, under the Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such service, the CONSULTANT will employ or retain only qualified personnel to perform or oversee all such services.

6.02.2 CONSULTANT'S PROJECT DIRECTOR

The CONSULTANT agrees to employ and designate in writing a qualified and, if required by law, licensed professional to serve as the CONSULTANT'S PROJECT DIRECTOR. The CONSULTANT'S PROJECT DIRECTOR shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating, and administering all aspects of the services to be provided and performed under this Agreement.

6.02.3 REMOVAL OF PERSONNEL FROM WORK ON THE PROJECT

The CONSULTANT agrees, within three (3) calendar days of receipt of a written request from the COUNTY, to promptly remove and replace the CONSULTANT'S PROJECT DIRECTOR or any other personnel employed or retained by the CONSULTANT or personnel of any SUBCONSULTANT engaged by the CONSULTANT pursuant to this Agreement. The COUNTY may make such request for the removal of personnel with or without cause.

6.03 TIMELY ACCOMPLISHMENT OF SERVICES

At all times that this Agreement is in effect, the CONSULTANT shall insure that sufficient time remains in the project schedule within which to complete the services required and authorized by any given TASK ORDER. In the event there are delays which would modify or extend a scheduled TASK ORDER completion date, the CONSULTANT shall, within seven (7) days of discovering such delay, submit a written request to the COUNTY seeking a time extension to complete a delayed project, which request shall specifically identify the reasons for the delay and the amount of time related thereto.

In the event the specified time for performance for a given TASK ORDER expires and the CONSULTANT has not requested a time extension, or if the COUNTY has denied a request for a time extension in writing, partial progress payments will be stopped on the date time expires. In addition to withholding partial progress payments from the date time expires as described above, the COUNTY may simultaneously impose liquidated damages in accordance with this Agreement.

Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the CONSULTANT, the CONSULTANT shall notify the COUNTY in writing within seven (7) days after the commencement or discovery of such delay, stating the causes thereof and requesting an extension of the CONSULTANT'S time of performance. Causes beyond the control of the CONSULTANT shall include, but are not limited to, court orders and injunctions, actions or rulings of any federal, state, or municipal authority (including the COUNTY) having jurisdiction over any project or TASK ORDER performed pursuant to this Agreement, or any Force Majeure event as delineated in this Agreement. Upon receipt of the CONSULTANT'S request for an extension of

time for causes beyond the control of the CONSULTANT, the COUNTY ADMINISTRATOR or his designee shall have the discretion to grant an extension of time for up to an additional one hundred and eighty (180) days if the COUNTY determines the delay encountered by the CONSULTANT was due to causes beyond its control and not attributable to the fault, error, omission, or neglect of the CONSULTANT. ALL other extensions of time must be approved by the BOARD. No liquidated damages shall apply for time extensions granted by the BOARD or by the COUNTY ADMINISTRATOR or his designee as defined in a TASK ORDER for causes beyond the control of the CONSULTANT.

6.04 FAILURE TO PERFORM IN A TIMELY MANNER

The timely performance and completion of the required services, work and materials is vitally important to the interests of the COUNTY. **Time is of the essence for all of the duties and obligations contained in this Agreement.** The CONSULTANT agrees to employ, engage, retain, or assign an adequate number of personnel throughout the period this Agreement is in effect so that all BASIC SERVICES and ADDITIONAL SERVICES will be provided, performed, and completed in a timely and diligent manner. If the CONSULTANT fails to commence, provide, perform, or complete any services required under this Agreement in a timely and diligent manner, as determined by the COUNTY or within a specified time period delineated in an executed TASK ORDER, MODIFICATION, or CHANGE ORDER, the COUNTY may seek liquidated damages from the CONSULTANT as provided in this Agreement. Alternatively, the COUNTY, in its sole discretion, may terminate this Agreement upon written notice to the CONSULTANT.

As an alternative to termination, the COUNTY may also, at its option, upon written notice to the CONSULTANT, withhold any or all payments due and owing to the CONSULTANT, not to exceed the amount of the compensation for any work in dispute, until such time as the CONSULTANT resumes performance of its obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement or as set forth in any TASK ORDER, MODIFICATION, or CHANGE ORDER issued pursuant thereto.

6.05 STANDARDS OF PROFESSIONAL SERVICE

The work and services to be provided or performed by the CONSULTANT and by any SUBCONSULTANT engaged by the CONSULTANT shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards, or other guidelines issued by any governmental agency having jurisdiction over all or a portion of any work performed under this Agreement in effect at the time the COUNTY executes this Agreement or which may subsequently be changed or revised. All final plans, documents, reports, studies, and other data prepared by the CONSULTANT or any SUBCONSULTANT shall bear a professional's seal and signature in accordance with the applicable Florida Statutes or any applicable Administrative Rules promulgated by the Florida Department of Business and Professional Regulation (where applicable).

6.06 CONSULTANT'S QUALITY CONTROL

6.06.1 RESPONSIBILITY TO CORRECT

The CONSULTANT agrees to be responsible for the professional quality, technical

adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, and other services, work, and materials performed, provided, and/or furnished by CONSULTANT or by any SUBCONSULTANT utilized by the CONSULTANT pursuant to this Agreement. Upon written notice from the COUNTY, the CONSULTANT shall, without additional compensation, correct or revise any errors, omissions, mistakes or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, work, and materials resulting from the negligent act, errors or omissions, or intentional misconduct of the CONSULTANT or any SUBCONSULTANT(S). If the CONSULTANT does not correct the defective work within the time specified in the COUNTY'S written notice, the COUNTY may have the deficiency corrected. All direct or indirect costs of such correction shall be paid by the CONSULTANT or deducted from payment due to the CONSULTANT.

6.06.2 COUNTY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

Neither review, approval, nor acceptance by the COUNTY of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the CONSULTANT or by any SUBCONSULTANT shall in any way relieve the CONSULTANT of responsibility for the adequacy, completeness, and accuracy of its services, work and/or materials, or the services, work and/or materials of any SUBCONSULTANT. Neither the COUNTY'S review, approval, or acceptance of, nor payment for, any of the CONSULTANT'S work, services and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action the COUNTY may have arising out of the performance of this Agreement.

The CONSULTANT agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims which may result from any actions or omissions of the CONSULTANT in which the COUNTY participates either through review of or concurrence of the CONSULTANT'S actions. In reviewing, approving, or rejecting any submissions or other work prepared by the CONSULTANT or by a SUBCONSULTANT retained by the CONSULTANT, the COUNTY in no way assumes or shares any of the responsibility or liability of the CONSULTANT, or SUBCONSULTANT under this Agreement.

6.07 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE ARCHITECT

CONSULTANT agrees to promptly repair or replace, or cause to have repaired or replaced, at its sole cost and expense and in a manner acceptable to and approved by the COUNTY, any property damage arising out of, or caused by, the willful or negligent acts of the CONSULTANT or of its SUBCONSULTANT or SUBCONTRACTOR. The COUNTY reserves the right, should the CONSULTANT fail to make such repair or replacement within a reasonable period of time, to cause such repair or replacement to be made. All costs and expenses associated with having such repair or replacement performed shall be paid for by the CONSULTANT directly or via reimbursement to the COUNTY from the CONSULTANT.

6.08 RESPONSIBILITY FOR ESTIMATES

The CONSULTANT acknowledges that the accuracy and reliability of the

CONSTRUCTION COST ESTIMATE is vital to the COUNTY'S interests because it may be used for such purposes as, but not limited to, budgeting, obtaining, allocating or obligating funds for a COUNTY capital improvements project or evaluating and determining the reasonableness of bids or price proposals for construction projects. For the purposes of this Agreement, a CONSTRUCTION COST ESTIMATE is an estimate prepared on the basis of well defined engineering/architectural data and on detailed information set forth in specifications and design drawings, which shall be used as a basis for obtaining bids or price proposals for constructing any and all facilities, site improvements, utilities, and associated improvements contemplated under this Agreement. Unless requested by the COUNTY, the CONSTRUCTION COST ESTIMATE shall not include nor require any estimate, approval or valuation of costs associated with the acquisition of property, easements or rights-of-way which may be required to complete the construction project for which said estimate is sought. As an expressed condition of this Agreement, any CONSTRUCTION COST ESTIMATE prepared by the CONSULTANT or any SUBCONSULTANT shall be accurate within plus or minus ten percent (10%) of the actual low bid or price proposal received for any construction project contemplated by this Agreement within six (6) months of the CONSULTANT'S submission of a Construction Cost Estimate.

In the event the COUNTY solicits and receives bids or price proposals from contractors on a construction project based on specifications, design drawings, and a CONSTRUCTION COST ESTIMATE prepared by the CONSULTANT, and the lowest bid or price proposal submitted by a responsive and responsible bidder exceeds the amount of the CONSULTANT'S CONSTRUCTION COST ESTIMATE by more than fifteen percent (15%), the CONSULTANT shall, upon notification by the COUNTY, assume responsibility for and proceed to provide and perform the following services without additional compensation:

The CONSULTANT shall, subject to the review and approval of the COUNTY, modify the specifications, design drawings, and related bidding and contract documents to the extent necessary so that a re-solicitation of bids or price proposals by the COUNTY shall realize bids or price proposals being received that are within the range of accuracy established for the CONSTRUCTION COST ESTIMATE. Any such modifications made by the CONSULTANT shall not conflict with established rules, regulations, requirements, or professional standards pertaining to the design, specifications, or drawings prepared by the CONSULTANT, nor shall such modifications adversely affect the safe use or operation of the constructed project.

6.09 DISCLOSURES

The CONSULTANT agrees that it shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the effective period of this Agreement without first notifying the PROJECT MANAGER and securing written consent for any such disclosure from the COUNTY ADMINISTRATOR or his designee. The CONSULTANT also agrees that it shall not publish, copyright, or patent any of the data or other information developed pursuant to this Agreement, it being understood that, under this Agreement, such data or information is the property of the COUNTY.

6.10 COMPLIANCE WITH THE CONSULTANT'S COMPETITIVE NEGOTIATION ACT

In accordance with the provisions of Chapter 287.055, Florida Statutes, the CONSULTANT warrants that the CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT any fee, commissions, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

The CONSULTANT further certifies that all wage rates and other factual unit costs supporting the compensation to be paid pursuant to this Agreement are accurate, complete, and current at the time of execution of this Agreement by the CONSULTANT or at the time of issuance of any properly executed TASK ORDER.

If the CONSULTANT has breached or otherwise violated or failed to comply with the terms of this Article, the COUNTY shall have the right to terminate this Agreement without liability and, at the COUNTY'S discretion, to deduct from the contract price, or otherwise recover the full amount of any such fee, commission, percentage, gift, or consideration paid in violation of this Article.

ARTICLE 7 – OBLIGATIONS OF THE COUNTY

7.01 DESIGNATION OF PROJECT MANAGER

The COUNTY AGREES after the execution of this Agreement to advise the CONSULTANT, in writing, of the person designated to serve and act as the COUNTY'S PROJECT MANAGER, and to advise the CONSULTANT, in writing, of any change it may from time to time make in the designation of PROJECT MANAGER.

7.02 INFORMATION PROVIDED BY COUNTY

The COUNTY shall make available to the CONSULTANT all information and data relative to the PROFESSIONAL SERVICES to be provided pursuant to this Agreement as may be in the COUNTY'S possession, including the COUNTY'S objectives and constraints, previous studies, surveys, aerial photographs, maps, environmental reports, photographs, analytical data, and any other relevant information requested by the CONSULTANT in writing.

The COUNTY will furnish a legal description of the site and a certified survey of the site giving, as required, grades and lines of streets, alleys, pavements and adjoining property; rights of way, encroachments, boundaries and contours of the building site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees.

7.03 TASK ORDER PROPOSALS

For the PROFESSIONAL SERVICES to be provided pursuant to this Agreement, the COUNTY shall provide the CONSULTANT with a written TASK ORDER PROPOSAL which shall request services or tasks to be performed by the CONSULTANT or any SUBCONSULTANT in accordance with the requirements of this Agreement. The COUNTY, in its sole discretion, may waive the requirements of this Article in the event of a public emergency, catastrophic weather event, or for any other reason the COUNTY deems is in the best interest of the public health, safety, and welfare. If the COUNTY, in its discretion, waives the requirements of this Article, the CONSULTANT'S responsibilities pursuant to Article "4.12 Task Orders" of this Agreement shall be

waived.

7.04 ACCESS TO COUNTY PROPERTY

The COUNTY agrees to provide the CONSULTANT with access to COUNTY property, facilities, buildings, and structures to enable the CONSULTANT to provide and perform any required PROFESSIONAL SERVICES and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with COUNTY operations, or the operations carried on by others under a lease, or other contractual arrangements with the COUNTY, or in such a manner to adversely affect the public health, safety, and welfare.

7.05 EXAMINATION OF WORK OF ARCHITECT

The COUNTY, in its discretion, may examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, and other CONSULTANT as the COUNTY deems appropriate for such examination, and render, in writing, any conclusions, comments, or decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

7.06 SUSPENSION OF WORK

In addition to the COUNTY'S contractual right to terminate this Agreement in its entirety as set forth above, the COUNTY may, at its convenience, stop, suspend, supplement, or otherwise change all or any part of the PROFESSIONAL SERVICES set forth herein. The COUNTY shall provide written notice to the CONSULTANT in order to implement a stoppage, suspension, supplement, or change. If any engineering or professional consulting services covered by this Agreement to be carried out by the CONSULTANT shall be suspended, abated, or terminated at the direction of the COUNTY for reasons unrelated to the quality of work provided by the CONSULTANT, the COUNTY shall pay the CONSULTANT for such services actually rendered prior to the suspension, abatement, or termination and any reasonable additional costs incurred by the CONSULTANT to effectuate an orderly closing of its activities, with the payment to be based insofar as possible on the fees as established in this Agreement.

ARTICLE 8 – COMPENSATION AND METHOD OF PAYMENT

8.01 PAYMENT FOR SERVICES

The COUNTY shall pay the CONSULTANT for all authorized BASIC SERVICES rendered hereunder by the CONSULTANT and completed in accordance with the requirements, provisions, and terms of this Agreement or MODIFICATION or CHANGE ORDER and in accordance with the provisions delineated below.

The fee paid to the CONSULTANT shall be based on one of the following methods or any combination thereof as determined by the COUNTY in its sole discretion:

8.01.1 STANDARD HOURLY RATE METHOD. The COUNTY may pay the CONSULTANT'S STANDARD HOURLY RATES FOR ADDITIONAL SERVICES included and attached hereto as Exhibit "B" for all work performed or services rendered pursuant to

a properly executed TASK ORDER or CHANGE ORDER thereto, subject to and limited by a maximum payment amount delineated in said TASK ORDER. The CONSULTANT'S STANDARD HOURLY RATES FOR ADDITIONAL SERVICES shall cover all of the CONSULTANT'S costs, including DIRECT SALARIES, overhead, operating margin, and Reimbursable Expenses. The COUNTY may also elect to utilize on a line item basis the Standard Hourly Rate method for a particular service or activity as defined within an individual TASK ORDER.

8.01.2 NOT TO EXCEED" METHOD FOR SERVICES. The COUNTY will pay the ARCHITECT'S DIRECT SALARIES for services provided on an executed TASK ORDER in accordance with the rates delineated in Exhibit "B", subject to an established limiting amount, which Not to Exceed method shall be delineated in said TASK ORDER. In addition to payment of the aforementioned DIRECT SALARIES, the COUNTY shall pay the CONSULTANT an Overhead Rate as established pursuant to subsection (3) below, plus an operating margin defined in each executed TASK ORDER, plus Reimbursable Expenses in accordance with the provisions of subsection (4) below, plus SUBCONSULTANT charges in accordance with the provisions of subsection (5) below. Operating margin and Overhead Rate shall not be allowed on any premium portion of overtime or on any Reimbursable Expenses or SUBCONSULTANT charges. In no event shall the established Not to Exceed method be increased except through the issuance of a new TASK ORDER approved by the BOARD. The COUNTY may also elect to apply the Not to Exceed method on a line item basis for a particular ADDITIONAL SERVICE defined within an individual TASK ORDER.

8.01.3 FIXED FEE OR LUMP SUM METHOD. The COUNTY may pay the ARCHITECT a FIXED or LUMP SUM FOR SERVICES for all work performed or services rendered pursuant to a properly executed TASK ORDER, subject to and limited by a maximum payment amount delineated in said TASK ORDER based on the hourly rates included in Exhibit B. Fixed Fees for ADDITIONAL SERVICES shall remain constant throughout the term of this Agreement. The COUNTY may also elect to apply the Lump Sum Method on a line item basis for a particular service or activity as defined within an individual TASK ORDER. If the Lump Sum Method is used, no additional documentation regarding costs for work is required to be attached to the CONSULTANT'S invoices for lump sum payment of a TASK ORDER or specific line item within a TASK ORDER.

8.01.4 OVERHEAD RATE FOR SERVICES. In determining the Overhead Rate to be paid to the CONSULTANT, if applicable, it is the COUNTY'S expressed intention to utilize the audit information compiled by the Florida Department of Transportation (FDOT) pursuant to its Qualification, Selection, and Performance Evaluation Requirements for Professional CONSULTANTS in accordance with Chapter 14-75 of the Florida Administrative Code. The Overhead Rate to be paid by the COUNTY shall be established in each executed TASK ORDER if ADDITIONAL SERVICES are authorized, in accordance with audit information supplied by FDOT and maintained by the COUNTY and shall not exceed the then current uniform Overhead Rate cap established by FDOT. In the event the CONSULTANT has not supplied audit information to FDOT in accordance with Chapter 14-75 of the Florida Administrative Code, the COUNTY shall establish the Overhead rate to be paid in an executed TASK ORDER which rate may be less than the current uniform Overhead Rate cap established by FDOT.

8.01.5 REIMBURSABLE EXPENSES FOR ADDITIONAL SERVICES. The COUNTY shall pay the CONSULTANT for Reimbursable Expenses in accordance with the provisions of this Article and Article 9, below. The term Reimbursable Expenses shall mean the CONSULTANT'S out-of-pocket costs for items directly charged to any project initiated pursuant to this Agreement including, but not limited to, charges for printing services and copying (both in-house or subcontracted), laboratory testing fees, and per diem and travel expenses of the CONSULTANT'S employees not to exceed the statutory limits delineated in Chapter 112.061, Florida Statutes.

The COUNTY shall only compensate the CONSULTANT for Reimbursable Expenses which are directly charged to projects performed pursuant to this Agreement which are not included in the CONSULTANT'S overhead and which are consistently charged to all clients. The COUNTY, in its sole discretion, may require the CONSULTANT to verify or provide supporting documentation that demonstrates that Reimbursable Expenses for which compensation is sought have been generated or originated from or by a project initiated pursuant to this Agreement. If the CONSULTANT seeks compensation for CADD, PCs or Facilities Capital Costs of Money (FCCM) as a Reimbursable Expense, the cost basis for the unit rates used for such items must be fully supported by appropriate documentation. All Reimbursable Expenses shall be charged at the actual cost to the CONSULTANT.

8.01.6 SUBCONSULTANT CHARGES. The professional services of any SUBCONSULTANT whose expertise is required within the scope of the CONSULTANT'S ADDITIONAL SERVICES under this Agreement will be paid in accordance with the fees identified in the individual TASK ORDERS for such services. The use of any SUBCONSULTANT referenced in the paragraph above must be approved in writing by the COUNTY ADMINISTRATOR or his designee before such SUBCONSULTANT may be retained by the CONSULTANT.

8.01.7 ADDITIONAL COSTS. The parties agree that any additional costs for work or services to be provided under a TASK ORDER issued pursuant to this Agreement, or pursuant to any other method utilized by the parties for determining the original costs of services or work to be provided by the CONSULTANT, must be approved in writing by the BOARD at a regularly scheduled meeting of said BOARD. If such additional costs are not authorized by the BOARD, in writing, no payment, reimbursement, or compensation for such additional costs shall be tendered by the COUNTY to the CONSULTANT.

8.01.8 RETAINAGE. The COUNTY reserves the right to retain five percent (5%) from any progress payment (if applicable) for design work performed under any TASK ORDER issued hereunder. Upon the COUNTY'S receipt of the permit(s) required for the design phase, the CONSULTANT may request the release of fifty percent (50%) of the retainage. Upon the satisfactory completion of the design phase, the CONSULTANT may request that the remaining retainage amount be released.

If a permit is not required for a project but the CONSULTANT has satisfactorily completed the design phase, the CONSULTANT may request that one hundred percent (100%) of the retainage amount be released.

The releases of retainage may be made prior to final payment for the project. In other

words, if a project includes services beyond design and permitting (e.g. Post-Design Services, Construction Phase Services), retainage or portions of retainage may be released before those services are completed or final payment is submitted.

8.01.9 INCREASE IN FEES. Within sixty (60) days after the first anniversary of the EFFECTIVE DATE of this Agreement, the CONSULTANT may request in writing an adjustment to the rates delineated in Exhibit "B". Adjusted rates for DIRECT SALARIES, if any, shall not modify any limiting amount or maximum compensation amount established by any executed TASK ORDER.

8.02 PAYMENT PROCEDURES

The CONSULTANT shall be entitled to submit not more than one invoice statement to the COUNTY each month per Task Order covering services rendered during the preceding month. The CONSULTANT'S invoice statement shall be itemized to correspond to the basis of compensation as set forth in the Agreement or TASK ORDER issued thereunder. The CONSULTANT'S invoice statement shall contain a description of services and amount of work provided or performed and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. If the CONSULTANT has been issued more than one TASK ORDER pursuant to this Agreement, the CONSULTANT shall submit separate invoices to the COUNTY for the specific services performed for each specific TASK ORDER.

8.02.1 PAYMENT FOR SERVICES PERFORMED

The COUNTY shall pay the CONSULTANT on the basis of services completed for tasks set forth in the TASK ORDER agreed upon by the CONSULTANT and the COUNTY. Payments shall be made for CONSULTANT'S work-in-progress or completed service items based on the agreed method of compensation as outlined in the TASK ORDER.

When the Lump Sum Method is used for a TASK ORDER or for a particular service or activity within a TASK ORDER, the COUNTY shall pay the CONSULTANT for services performed for tasks set forth in the TASK ORDER on the basis of an invoice statement covering the CONSULTANT'S work-in-progress expressed as a percentage of the total cost of the service and work required for each task involved. All such work-in-progress percentages are subject to the review and approval by the COUNTY'S PROJECT MANAGER. The decision of the COUNTY shall be final as to the work-in-progress percentages paid. Payment by the COUNTY for tasks on a work-in-progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the COUNTY of any such service or work-in-progress. The CONSULTANT shall be responsible for correcting, re-doing, modifying, or otherwise completing the services and work required for each task before receiving final full payment, whether or not previous work-in-progress payments have been made by the COUNTY.

In order to ensure the COUNTY that the CONSULTANT has satisfied its payment obligations to its SUBCONSULTANTS, the CONSULTANT shall submit an AFFIDAVIT OF DEBTS AND CLAIMS (which is attached hereto and incorporated herein by reference as Exhibit "C") to its final invoice or application for payment for any individual TASK ORDER or for any such final payment that is otherwise due and owing under this Agreement.

8.02.2 SALES TAX

The COUNTY shall pay all applicable sales taxes or provide to the CONSULTANT the appropriate tax exemption information.

ARTICLE 9 –CONSULTANT WORK SCHEDULE

The CONSULTANT shall be required to prepare and submit to the COUNTY at the beginning of the project, a WORK SCHEDULE. The CONSULTANT'S WORK SCHEDULE shall set forth the time and resources scheduled for all of the various phases or tasks required to be provided, performed, or completed by the CONSULTANT and any SUBCONSULTANTS pursuant to this Agreement and shall address such other issues as required by the related TASK ORDER. The CONSULTANT'S WORK SCHEDULE shall be prepared such that the CONSULTANT'S planned and actual work progress can be readily compared. The schedule shall be submitted on floppy disk or CD-Rom in electronic spreadsheet or Primavera Suretrak™ format.

ARTICLE 10 – INSURANCE

The CONSULTANT shall not commence work until all of the insurance required herein is obtained and approved by the COUNTY as provided hereinafter. The CONSULTANT shall not allow any SUBCONSULTANT to commence work until proper insurance has been obtained by the SUBCONSULTANT and such insurance has been approved by the COUNTY, as provided hereinafter. It shall be the responsibility of the CONSULTANT to insure that all SUBCONSULTANTS comply with the same insurance requirements as provided herein. The CONSULTANT shall provide the COUNTY satisfactory proof of the required insurance prior to rendering any PROFESSIONAL SERVICES. The PROFESSIONAL shall render certificate(s) of insurance in the form required to the COUNTY and shall provide certified copies of all required policies. The certificate(s) 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 as provided below. The certificate(s) 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, canceled, 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, Suite 330, New Port Richey, Florida, 34654. In the event any insurance coverages expire prior to the expiration of this Agreement, a renewal certificate shall be issued thirty (30) days prior to such expiration. Compliance with the foregoing requirements shall not relieve the CONSULTANT of 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 of full responsibility of all liability or its obligations under this Agreement.

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" policyholder's 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. All policies of insurance required by the Agreement shall be primary insurance with respect to the COUNTY or its officials, agents or employees, shall be excess of the CONSULTANT'S insurance and shall not contribute with it. All policies of insurance required by this Agreement, except Worker's Compensation and Professional

Liability, shall specifically provide that the COUNTY and its officials, agents or employees shall be an "additional insured" under the policy and shall contain a severability of interests provision. All insurance policies required herein shall apply to all operations, activities, or use by the PROFESSIONAL or anyone employed by, contracting with, or acting at the PROFESSIONAL'S direction or supervision. The insurance coverages 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 term of this Agreement shall be as follows:

10.01 WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

The CONSULTANT and all SUBCONSULTANTS shall take out and maintain during the term of this Agreement Worker's Compensation insurance for all employees employed at the project site. Coverage shall be for the statutory limits in compliance with applicable state and federal laws. The policy must include employer's liability with a limit of \$1,000,000.00 each accident. The insurer shall agree to waive all rights of subrogation against the COUNTY, and its officials, agents and employees. In case any employee is engaged in hazardous work on the project site and is not protected under the Worker's Compensation statute, the CONSULTANT and any SUBCONSULTANTS shall provide for adequate insurance coverage to protect these employees.

10.02 COMPREHENSIVE GENERAL LIABILITY

Comprehensive General Liability shall include premises and operations, products and completed 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

10.03 COMPREHENSIVE AUTOMOBILE LIABILITY

Comprehensive automobile liability shall include owned vehicles, hired and non-owned vehicles.

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

10.04 PROFESSIONAL LIABILITY:

CONSULTANT shall maintain during the term of this Agreement standard professional liability insurance in the minimum amount of \$1,000,000.00 per occurrence. The COUNTY may require a higher limit as mutually agreed to with the CONSULTANT for specific TASK ORDERS.

SPECIAL INSTRUCTIONS: Occurrence form professional liability insurance is highly preferred. However, in the event the CONSULTANT is only able to secure claims-made

professional liability insurance, the following special conditions apply and are agreed to by the CONSULTANT: if coverage is afforded on a claims-made basis, the CONSULTANT shall be obligated by virtue of this Agreement to maintain insurance coverage in effect with no less limits of liability nor any more restrictive terms or conditions for the term of the contract plus any duly authorized extensions thereof from the effective date of this Agreement. All Certificates of Insurance must clearly indicate whether the coverage is on a claims-made basis or an occurrence basis.

ARTICLE 11 – INDEMNIFICATION

The CONSULTANT shall be liable for and shall indemnify and hold harmless the COUNTY and all of its officers and employees from any claim, loss, damage, cost, charge, or expense, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs, arising out of or resulting from any negligent act, error, mistake, neglect, or omission during the performance of the contract or work performed pursuant to this Agreement. The CONSULTANT shall further be liable for and shall indemnify and hold the COUNTY harmless for any and all claims, suits, judgments, damages, losses, and expenses, including court costs and attorney fees, arising out of or resulting from the errors, omissions, mistakes, or negligence of any SUBCONSULTANTS engaged by the CONSULTANT pursuant to this Agreement. The CONSULTANT shall not be liable to nor shall it indemnify the COUNTY for any portion of damages or claims arising out of any error, omission, or negligence of the COUNTY, its employees, designated representatives, and agents.

This provision shall also pertain to any claims brought against the COUNTY by any employee of the CONSULTANT, SUBCONSULTANTS, or anyone directly or indirectly employed by any of them.

The CONSULTANT'S obligation under this provision shall not be limited in any way to the consideration hereunder, the agreed upon contract price as shown in this Agreement or any TASK ORDER hereunder, or the CONSULTANT'S limit of or lack of sufficient insurance protection. The CONSULTANT hereby acknowledges and agrees that the compensation to be paid the CONSULTANT by the COUNTY pursuant to this Agreement specifically includes compensation as consideration for the indemnification provided herein.

ARTICLE 12 – ASSIGNMENT, TRANSFER AND SUB-CONTRACTS

Neither the COUNTY nor the CONSULTANT shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. Except as otherwise authorized in this Agreement, the CONSULTANT shall not subcontract any of its service obligations hereunder to third parties without the prior written approval of the COUNTY. The CONSULTANT shall have the right, subject to the COUNTY'S prior written approval, to employ other persons or firms to serve as SUBCONSULTANTS to the CONSULTANT pursuant to the requirements of this Agreement. The COUNTY shall have the right and be entitled to withhold its approval of SUBCONSULTANTS, but such approval shall not be unreasonably withheld.

ARTICLE 13 – CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this Agreement. The CONSULTANT further agrees that no person having any such interest shall be employed or engaged by the CONSULTANT for said performance.

If the CONSULTANT is about to engage in representing another client, whom in good faith

it believes could result in a conflict of interest with the work being performed by the CONSULTANT or any SUBCONSULTANT under this Agreement, then it will promptly bring such potential conflict of interest to the COUNTY'S attention, in writing. The COUNTY will advise the CONSULTANT, in writing, within twenty (20) calendar days if such a conflict of interest exists. If the COUNTY determines that a conflict of interest exists, the CONSULTANT or any SUBCONSULTANT shall decline the representation upon the COUNTY'S written notice.

If the COUNTY determines that there is no such conflict of interest, then the COUNTY shall give its written consent to such representation. If the CONSULTANT accepts such a representation without obtaining the COUNTY'S prior written consent, and if the COUNTY subsequently determines that there is a conflict of interest between such representation and the work being performed by the CONSULTANT or SUBCONSULTANT, then the CONSULTANT and SUBCONSULTANT agree to promptly terminate such representation. The CONSULTANT shall require all SUBCONSULTANTS to comply with the provisions of this Article.

Should the CONSULTANT fail to advise or notify the COUNTY as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the CONSULTANT fail to discontinue such representation, the COUNTY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 14 – INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT and any SUBCONSULTANTS are and shall be Independent Contractors in and throughout the performance of all work and services performed pursuant to this Agreement. As Independent Contractors, the CONSULTANT and SUBCONSULTANTS shall not be deemed to be employees or agents of the COUNTY. The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Agreement. The CONSULTANT shall be responsible to the COUNTY for all work or services performed by the CONSULTANT or any person or firm engaged as a SUBCONSULTANT pursuant to this Agreement. The COUNTY shall not be liable to any SUBCONSULTANT or any other person, firm, corporation, or other entity that contracts with or provides goods or services to the CONSULTANT in connection with the work required to be performed pursuant to this Agreement. The COUNTY shall not be liable to any SUBCONSULTANT or any other person, firm, corporation, or other entity for debts or claims accruing to such parties against the CONSULTANT pursuant to any work or services performed under this Agreement.

ARTICLE 15 – TERMINATION

This Agreement may be terminated for any reason by the COUNTY giving fourteen (14) days' written notice to the CONSULTANT of the COUNTY'S intent to terminate.

In the event of termination of this Agreement, the COUNTY shall compensate the CONSULTANT only for: (1) all services performed prior to the effective date of termination; (2) Reimbursable Expenses then due; and (3) reasonable expenses incurred by the CONSULTANT, in affecting the termination of services, that are outside the scope of work of the open TASK ORDERS and that are authorized in advance in writing by the COUNTY.

The CONSULTANT shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses, or for any other anticipated income or expense which may be associated with the services that are terminated, suspended, eliminated, or cancelled.

ARTICLE 16 – GENERAL PROVISIONS

16.01 APPLICABLE LAW

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida. Venue for any claims, disputes, or other matters in question between the parties to this Agreement shall be in Pasco County, Florida.

16.02 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 consulting or architectural firms to perform any work contemplated by this Agreement without liability to the CONSULTANT.

16.03 FORCE MAJEURE

Neither the COUNTY nor the CONSULTANT shall be liable for failure to perform hereunder due to any circumstances beyond their respective control, such as Acts of God, nature, wars, riots, national emergencies, strikes, or accidents. The COUNTY or the CONSULTANT may suspend their respective performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the COUNTY and the CONSULTANT shall resume performance as soon as is reasonably possible.

16.04 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.

16.05 EQUAL OPPORTUNITY CLAUSE

The CONSULTANT agrees to comply with the requirements of all applicable state, federal, and local laws, rules, regulations, ordinances and Executive Orders prohibiting and/or relating to discrimination, including but not limited to, Executive Order 11246, as amended and supplemented 41 CFR § 60-1.4, and all such applicable state, federal and local laws, rules, regulations, ordinances and Executive Orders, including but not limited to, Executive Order 11246, as amended and supplemented.

16.06 COUNTY OWNERSHIP OF DOCUMENTS

All documents, such as drawings, tracings, notes, photographs, computer files, plans, specifications, maps, evaluations, reports and other records and data relating to this Agreement shall become property of the COUNTY and shall be delivered by the CONSULTANT to the COUNTY within thirty (30) days of completion of the TASK ORDER or within seven (7) calendar days of the COUNTY making a request for said document delivery, whichever is applicable. The County reserves the right to reuse completed plans as provided in Section 287.055(11), F.S. In the event the COUNTY gives the CONSULTANT a written Notice of Termination pursuant to this Agreement, or upon issuance to the CONSULTANT by the COUNTY of a written CHANGE ORDER or MODIFICATION that deletes all or part of the services or work required, the CONSULTANT shall deliver to the COUNTY all documents listed above with the mutual understanding and commitment by the COUNTY that compensation earned or owing to the

CONSULTANT for services provided or performed by the CONSULTANT pursuant to this Agreement prior to the date of such termination will be paid to the CONSULTANT within sixty (60) calendar days of the date of issuance of the Notice of Termination.

The CONSULTANT, at its expense, may make and retain copies of all documents delivered to the COUNTY for the CONSULTANT'S reference and internal use. The CONSULTANT shall not use any of these documents or data or information contained therein on any other project or for any other client without the prior expressed written permission of the COUNTY.

16.07 MAINTENANCE OF RECORDS

The CONSULTANT shall keep and maintain its accounting records and supporting documentation related to all of the services, work information, expenses, costs, invoices and materials provided or performed pursuant to the requirements of this Agreement for a minimum of five (5) years from the date of termination or expiration of this Agreement. The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such accounting records and supporting documentation as often as the COUNTY deems reasonably necessary during the effective period of this Agreement and during the five (5) year period after expiration or termination thereof. Any auditing, inspections, or copying of the CONSULTANT'S accounting records and support documentation performed by the COUNTY shall be conducted during normal business hours upon reasonable prior notice to the CONSULTANT and shall be at the sole expense of the COUNTY.

16.08 FEDERAL REGULATIONS

In the event that the work or services required pursuant to this Agreement involve the expenditure of federal funds or involve projects or work sponsored by any department or agency of the federal government, the CONSULTANT shall be required to comply with all federal regulations, rules, and statutes which may apply to, govern, or control such work. The COUNTY shall provide notice to the CONSULTANT in each TASK ORDER of any work or services required pursuant to this Agreement that involve the expenditure of federal funds or that are sponsored by a federal department or agency.

16.09 HEADINGS

The headings of the articles, sections, subsections, appendices, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such articles, sections, subsections, appendices, and attachments.

16.10 ENTIRE AGREEMENT

This Agreement, including all referenced attachments hereto, constitutes the entire Agreement between the COUNTY and the CONSULTANT and shall supercede, replace, and nullify all prior agreements or understandings, written or oral, relating to the matters set forth herein. Prior agreements or understandings, if any, shall have no force or effect whatsoever on this Agreement.

ARTICLE 17 – ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the named parties in the space provided hereinafter and being attested as indicated.

(THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Continuing Professional Services Agreement effective the last day and year entered below.

(SEAL)
ATTEST

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: _____
PAULA S. O'NEIL
CLERK & COMPTROLLER

BY: _____
CHAIRMAN

DATE: _____

(SEAL)
WITNESSES:

CONSULTANT:

Signature

BY: _____

TITLE: _____

Print or Type Name

Signature

Print or Type Name

STATE OF FLORIDA

COUNTY OF _____

Sworn and subscribed before me this ____ day of _____, 2009 by
_____ as _____ of

_____, who is personally known to me or who has produced
_____ as identification.

Notary Public
My Commission Expires:

EXHIBIT A

RSQ 10-003

**ON-GOING PROFESSIONAL ARCHITECTURAL, ENGINEERING AND RELATED SERVICES FOR
IMPROVEMENTS TO PARKS AND RECREATION FACILITIES**

EXHIBIT "B"

RATES FOR SERVICES

DIRECT SALARIES FOR HOURLY RATES:

Construction Administration

Administrator/Principal	\$ _____
Director of Engineering	\$ _____
Assistant Director of Engineering	\$ _____
Field Inspector	\$ _____

Engineering

Principal	\$ _____
Registered Engineer	\$ _____
Project Manager	\$ _____
Design Engineer	\$ _____
Design Technician	\$ _____
Planner	\$ _____
Clerical	\$ _____

Transportation and communication costs between the CONSULTANT or SUBCONSULTANTS' offices and the COUNTY are not an eligible reimbursable expense.

REIMBURSABLE EXPENSES:

Permit Fees:

- SWFWMD - Stormwater
- FDEP - Sanitary Sewer Collection
- Pasco County Health Unit - Water Distribution
- NPDES - Construction

Specifications, Plans, and Drawings

(Reproduction of drawings and specifications, other than those sets specified within the Agreement for use by the COUNTY or permitting agencies and those copies required for CONSULTANT'S office use):

Blueprints – 24" x 36"	\$ _____/Sheet
Blueprints – 30" x 42"	\$ _____/Sheet
Blackline (Presentation Quality) Plots – 24" X 36"	\$ _____/Sheet
Blackline (Presentation Quality) Plots – 30" x 42"	\$ _____/Sheet
Blacklines / Plots – 11" x 17"	\$ _____/Sheet
Mylar Sepias – 24" x 36"	\$ _____/Sheet
Mylar Sepias – 30" x 42"	\$ _____/Sheet
Aerial Plots (Color) – 24" x 36"	\$ _____/Sheet
Aerial Plots (Color) – 30" x 42"	\$ _____/Sheet
Reproducible Vellums – 24" x 36"	\$ _____/Sheet

Reproducible Vellums – 30" x 42"

\$ _____ /Sheet

Photocopies – 8 ½" x 11"

\$ _____ /Sheet

Photocopies – 8 ½" x 14"

\$ _____ /Sheet

Photocopies – 11" x 17"

\$ _____ /Sheet

Floppy Disk

\$ _____ /Disk

CD-Rom

\$ _____ /CD

EXHIBIT "C"

CONSULTANT'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

Note: This statement must be attached to all Applications for Final Payment.

KNOW ALL MEN BY THESE PRESENTS that

(Name of consultant's Principal, Officer or Authorized Representative)

The _____
(Title of CONSULTANT'S Principal, Officer or Authorized Representative)

Of _____
(Name of CONSULTANT)

whose principal address is:

(Address of CONSULTANT)

on penalty of perjury, hereby affirms that pursuant to the provisions of Pasco County Contract No. _____ for Professional Services and as further provided under the following Task Order:

Task Order No. _____

Project Name. _____

All monies owed all subconsultants, subcontractors and material suppliers have been paid in full and that no outstanding debts or claims against the above Task Order exist.

ATTEST:

PRINCIPAL, OFFICER or
AUTHORIZED REPRESENTATIVE

WITNESS

WITNESS

STATE OF _____ }

COUNTY OF _____ }

On this _____ day of _____, 20____,

before me the undersigned authority, personally appeared _____

_____, to me known to be the individual described in

and who executed the forgoing instrument as a Principal or Officer of the firm of

_____ (if applicable) and

acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public – State of Florida)

(Print, Type or Stamp Commissioned Name)

Personally known _____

Or Produced Identification _____

Type of identification produced _____

(NOTARY SEAL)