



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. 09-099

PROFESSIONAL CONSULTING SERVICES RELATED TO BROWNFIELD ASSESSMENT AND REDEVELOPMENT

The Pasco County Board of County Commissioners is requesting qualifications from firms with documented experience providing Brownfield (environmental) assessments and related services for local governments of similar (or greater) size as Pasco County.

The Pasco County Purchasing Department will receive responses until **2:00 P.M.**, local time, (our clock) on **SEPTEMBER 1, 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 one (1) clearly-marked original and eight (8) copies of the response. 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 in prior to award by the Board of County Commissioners. Pasco County reserves the right to reject any and all responses and to waive any irregularities or informalities.

We look forward to receiving your response.

Scott 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.

CANCELLATION

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

CONFLICT OF INTEREST

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

CONTRACT TERM AND REQUIREMENTS

It is the County's intent to develop a continuing agreement for the services specified herein, contingent upon the appropriation of funds. The Pasco County Board of County Commissioners reserves the right to execute agreements with multiple firms if deemed to be in the County's best interest. A copy of the County's continuing agreement is attached.

COPYRIGHT

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

DEBARMENT

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

EXPENSES INCURRED IN PREPARING RESPONSE

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

FAILURE TO DELIVER

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

NONAPPROPRIATION

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

NONCONFORMING TERMS AND CONDITIONS

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

INFORMALITIES AND IRREGULARITIES

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

PRINCIPAL PERSONNEL

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

ENVELOPES CONTAINING RESPONSES

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

PUBLIC INFORMATION

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

RECOVERY OF MONEY

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

VERBAL COMMUNICATIONS

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

RIGHT TO AUDIT

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

RESERVATION OF RIGHTS

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

UNSATISFACTORY WORK

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

RESPONSE RECEIPT AND OPENING

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

END OF GENERAL PROVISIONS

STATEMENT OF WORK

1. Introduction

The Pasco County Board of County Commissioners is requesting qualifications from firms with documented experience providing Brownfield (environmental) assessments and related services for local governments of similar (or greater) size as Pasco County (County). The County desires to improve the quality of life for its residents, with special emphasis on economically and socially disadvantaged communities, through the coordination of community initiatives and identifying redevelopment opportunities.

Pasco County is situated in west central Florida, totals 745 square miles of land area and is part of the Tampa-St. Petersburg-Clearwater Metropolitan Statistical Area (MSA). There are six municipalities in Pasco County: Dade City, New Port Richey, Port Richey, St. Leo, San Antonio and Zephyrhills, which are located adjacent to major transportation corridors. In 2000, approximately 90% of Pasco County's 344,765 residents lived in the unincorporated areas of the County. Today, the population is close to 450,000 residents, making Pasco County the 12th most populous of 67 counties in the State of Florida. The high rate of growth and development trends have resulted in increasing demands for housing and infrastructure; along with heightened expectations for a sustained and improved quality of life by the residents of Pasco County. Approximately 2,167 full-time employees currently work for the Pasco County Board of County Commissioners in a strong County Administrator form of government. The County consists of four (4) distinct branches (Legislative/Administrative, Development Services, Public Services, and Utilities Services). The County further consists of approximately nineteen (19) major departments, twenty-four (24) divisions and thirty-five (35) sections.

The County seeks to benefit from available federal, state and local resources to promote Brownfield redevelopment activities that encourage the transformation of abandoned, deteriorated and underutilized properties into productive and viable uses that facilitate community and economic revitalization. Primarily, the County desires to:

- 1.1 Develop, establish, implement and manage an effective and successful Brownfield program and strategic plan.
- 1.2 Identify, pursue and utilize all available Brownfield program resources and funding to facilitate and expand economic development opportunities in targeted areas.
- 1.3 Work closely with other Brownfield programs in the Tampa-St. Petersburg-Clearwater MSA to encourage and develop a regional approach to Brownfield redevelopment.
- 1.4 Engage, educate and encourage community involvement and reinvestment in targeted areas.

2. Scope of Services

The selected firm will serve as the County's professional environmental consultant, as-needed, for the on-going purposes of conducting site characterization and assessment activities, preparing cleanup plans and providing support assistance for community involvement. The Scope of Work includes, but is not limited to the following tasks:

2.1 Task 1: Public Involvement and Community Outreach

The Consultant shall provide public involvement and community outreach activities to ensure that the community concerns are considered and addressed in the assessment planning and execution processes of the projects. The following activities are expected:

- 2.1.1 Conduct public meetings and hearings to solicit community interest and provide educational information.
- 2.1.2 Create and facilitate a Brownfield Task Force (BTF) to review and recommend sites to be assessed and characterized.
- 2.1.3 Develop and implement effective methods of communicating information about the Brownfield program to the public (website, mail, etc.).
- 2.1.4 Consult with prospective private landowners and developers to encourage participation in the program.

2.2 Task 2: Property Identification and Database Development

The Consultant shall work with County staff and the BTF to develop and refine a Brownfield inventory (database) of potential Brownfield properties. The firm shall develop criteria to prioritize the inventory of properties for environmental assessment and related activities.

2.3 Task 3: Environmental Site Assessments (ESA Phase I/II)

The Consultant may be asked to conduct Phase I Environmental Site Assessments (ESA's) and Phase II ESA's including required non-site specific Quality Assurance Project Plan (QAPP) and site specific work plan documentation (i.e. Sampling Analysis and Monitoring Plans (SAMP's), Health and safety Plans (HASP's) and Site Investigation Reports. The Consultant, on behalf of the County, as applicable, shall follow the American Society for Testing Materials (ASTM) standards and 2002 Small Business Liability Relief and Revitalization Act "All Appropriate Inquiry (AAI)" guidelines in order to meet the requirements applicable to the "Innocent Landowner Defense" under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

END OF STATEMENT OF WORK

RESPONSE FORMAT

To ensure fair and equitable evaluation, proposals must be organized into the following separate sections:

Corporate Experience and Capacity:

The offeror shall provide the following:

- (1) A brief history of the firm's experience providing the services described in the Scope of Work. Describe your firm's capability and knowledge of conducting site characterization and assessment activities, preparing cleanup plans and providing support assistance for community involvement.
- (2) A description of the firm's organizational structure, including the names and relevant experience of principals, project manager(s) and professional staff who will be engaged to work directly with the County. Each individual named must be identified as a sub-contractor or employee of the offering firm. Preference may be given to firms that offer and utilize employees rather than sub-contractors or sub-consultants.
- (3) The offeror's disclosure of any potential conflicts of interest due to any other clients, contracts, or property interests involving Pasco County. Include a statement certifying that no member of your firm's ownership, management, or staff have no such conflicts of interest or potential conflicts of interest.

References:

The offeror shall provide a list of references where the requested services have been or are currently being provided by your firm. Reference information must include:

- (1) Client Information (client name, contact person, address and phone number).
- (2) When the services were provided (start date, end date).
- (3) Detailed description of the services provided (must be directly related to the services requested herein).
- (4) Names and titles of key personnel from your firm handling the services.

Proposal & Methodology: The offeror shall provide the following:

- (1) A description of how your firm intends to provide the each of the tasks and services defined in the Scope of Work. Include a discussion of how your firm's relationship with the County will be managed and maintained.
- (2) Describe the capabilities of your firm in such a way that clearly establishes the firm's qualifications and ability to successfully execute the specified services.
- (3) A full description of the relevant services your firm offers.
- (4) A concise statement why the County should select your firm for the specified services.

Cost:

The offeror shall provide a comprehensive fee schedule for the services offered in response to this solicitation. The schedule is for review only. Actual fees will be negotiated.

END OF RESPONSE FORMAT

REVIEW AND ASSESSMENT

The responding firms will be evaluated on the following criteria. Firms submitting a response to the RSQ may be required to give an oral presentation to the BCC or County staff. The County's request for an oral presentation shall in no way constitute acceptance or imply that an agreement is pending. The County reserves the right to award this opportunity based on the initial responses to this RSQ without oral presentations. The following criteria are equal in weight and will be considered accordingly.

1. Experience with Brownfield Redevelopment Projects.
2. Experience with Brownfield Redevelopment Projects in Florida.
3. Environmental Assessment Experience.
4. Environmental Assessment Experience in Florida.
5. Quality Assurance and Quality Control Measures.
6. Experience Creating Local Government Brownfield Redevelopment Programs.
7. Understanding of the Scope of Work and Methodology for Providing Services.
8. Ability to Provide Services in a Timely Manner Without Undue Delay and Travel Expense.

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

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

END OF REVIEW AND ASSESSMENT

**AGREEMENT TO FURNISH PROFESSIONAL
CONSULTING SERVICES RELATED TO BROWNFIELD PROGRAM ESTABLISHMENT,
IMPLEMENTATION, ASSESSMENT AND RE-DEVELOPMENT FOR
THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS**

This CONTINUING PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between the Board of County Commissioners of PASCO COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and **[CONSULTANT'S NAME]**, whose business address is **[CONSULTANT'S ADDRESS]**, hereinafter referred to as the "CONSULTANT".

RECITALS:

WHEREAS, the COUNTY desires to obtain continuing and periodic professional consulting and advisory services related to Brownfield assessment and re-development from the CONSULTANT and is authorized to enter this Agreement pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the CONSULTANT hereby certifies that CONSULTANT has been granted and possesses a valid, current license to do business in the State of Florida and in Pasco County, Florida, issued by those state boards and/or governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONSULTANT 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 County's purchasing ordinance and regulations.

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:

ARTICLE 1 – DEFINITIONS

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.

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 and/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 CONSULTANT

The term CONSULTANT shall refer to the individual or firm offering PROFESSIONAL SERVICES which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/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.

1.04 PROFESSIONAL SERVICES

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

The scope of services required under this agreement will vary on a project by project basis. However, this RSQ all include, but is not limited to, the following core services:

1. Conduct public meetings and hearings to solicit community interest and provide educational information.
2. Create and facilitate a Brownfield Task Force (BTF) to review and recommend sites to be assessed and characterized.
3. Develop and implement effective methods of communicating information about the Brownfield program to the public (website, mail, etc.).
4. Consult with prospective private landowners to encourage participation in the program.
5. The Consultant shall work with County staff and the BTF to develop and refine a Brownfield inventory (database) of potential Brownfield properties. The firm shall develop criteria to prioritize the inventory of properties for environmental assessment and related activities.
6. The Consultant shall conduct Phase I Environmental Site Assessments (ESA's) and Phase II ESA's including required non-site specific Quality Assurance Project Plan (QAPP) and site specific work plan documentation (i.e. Sampling Analysis and Monitoring Plans (SAMP's), Health and safety Plans (HASP's) and Site Investigation Reports).
7. The Consultant, on behalf of the County, shall provide assurances that American Society for Testing Materials (ASTM) standards and 2002 Small

Business Liability Relief and Revitalization Act "All Appropriate Inquiry (AAI)" guidelines will meet the requirements applicable to the "Innocent Landowner Defense" under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

1.05 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.

1.06 ADDITIONAL SERVICES

The term ADDITIONAL SERVICES shall refer to such "PROFESSIONAL SERVICES" the COUNTY may request or authorize the CONSULTANT to provide or perform relative to this Agreement which are not included in the BASIC SERVICES. ADDITIONAL SERVICES shall be authorized by the execution of both parties to this Agreement of either a MODIFICATION or a CHANGE 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.

1.07 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.

1.08 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 and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the initial Agreement, MODIFICATION(S), TASK ORDER(S), or previous CHANGE ORDER(S) issued thereto. The CHANGE ORDER document, which shall be executed on a Pasco 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.

1.09 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, tasks, or work pursuant to the scope of PROFESSIONAL SERVICES of this Agreement.

1.10 NOTICE TO PROCEED

The term NOTICE TO PROCEED shall refer to a written document executed by the County Administrator or his designee issued to the CONSULTANT which shall notify the CONSULTANT to commence work or 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.

1.11 PROJECT MANAGER

The term PROJECT MANAGER shall refer to that person employed by the COUNTY designated 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 (at the COUNTY'S election) 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 PROFESSIONALS SERVICES to be performed by the CONSULTANT; (2) the time the CONSULTANT is obligated to commence and complete all such services; and/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.

1.12 CONSULTANT'S STANDARD HOURLY RATES

The CONSULTANT'S standard hourly rates for professional services rendered pursuant to this Agreement are those attached hereto as EXHIBIT "A," entitled "CONSULTANT'S HOURLY RATES", which EXHIBIT "A" is specifically made a part of this Agreement. The CONSULTANT'S STANDARD HOURLY RATES shall be the rates for specific job and/or work classifications and shall cover all of the Consultant's costs, including DIRECT SALARIES, overhead, operating margin, and Reimbursable Expenses as delineated in Article 6.01 below. Within sixty (60) days after the first anniversary of the effective date of this Agreement, and each one year anniversary thereafter, the CONSULTANT may request in writing to the COUNTY an adjustment to the rates defined in Exhibit "A." The COUNTY shall, within thirty (30) days of receipt of such request, approve the rate adjustment or reject the rate adjustment until documentation substantiating the rate adjustment is provided by the CONSULTANT and deemed acceptable to the COUNTY.

1.13 CONSULTANT'S DIRECT SALARIES

The CONSULTANT'S DIRECT SALARIES under this Agreement are those attached hereto as EXHIBIT "B," entitled "CONSULTANT'S DIRECT SALARIES," which Exhibit "B" is specifically made a part of this Agreement. The CONSULTANT'S DIRECT SALARIES shall be the established rates for specific employees or the average rates for specific employment

classifications utilized by the CONSULTANT. The CONSULTANT'S DIRECT SALARIES shall be subject to verification by a current payroll register or other appropriate payroll or salary records. Those DIRECT SALARIES which are based on average rates for specific employment classifications shall require supporting documentation which identifies the Consultant's employees within the specific employment classes and their respective wage rates. 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.

1.14 PROFESSIONAL

The professional planning consulting firm designated to perform the services for the Work by a prior agreement entered into between the COUNTY and said firm and firm employees licensed in the State of Florida with 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 and/or resident engineer services for the Work of a portion thereof.

ARTICLE 2 – TERM

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

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

ARTICLE 3 – SCOPE OF PROFESSIONAL SERVICES

The scope of services under this Agreement shall be any environmental consulting services as required by COUNTY and as specifically set forth in Task Orders issued pursuant to this Agreement.

ARTICLE 4 – OBLIGATIONS OF THE CONSULTANT

The obligations of the CONSULTANT with respect to all the PROFESSIONAL SERVICES authorized pursuant to this Agreement shall include, but not be limited to, the following:

4.01 LICENSES

The CONSULTANT agrees to maintain throughout the period of this Agreement is in effect 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/or other governmental agencies responsible for regulating and licensing the PROFESSIONAL SERVICES provided and performed by the CONSULTANT pursuant to this Agreement.

4.02 PERSONNEL

(1) QUALIFIED PERSONNEL

The CONSULTANT agrees that when services to be provided and performed pursuant to this Agreement relate to a PROFESSIONAL SERVICES 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 and/or retain only qualified personnel to be in responsible charge of all such services.

(2) CONSULTANT'S PROJECT DIRECTOR

If applicable, the CONSULTANT agrees to employ and designate in writing a qualified, and if required by law, a 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. The CONSULTANT'S Project Director shall have full authority to bind and obligate the CONSULTANT on any matter arising under this Agreement unless substitute arrangements have been furnished to the COUNTY in writing.

(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(S) engaged by the CONSULTANT pursuant to this Agreement. The COUNTY may make such request for the removal of personnel with or without cause.

4.03 TASK ORDERS

The work and/or services to be performed pursuant to this Agreement are TASK ORDER driven. If and 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 ORDER (S) for PROFESSIONAL SERVICES up to an amount not to exceed twenty-five thousand dollars (\$25,000.00). The completion date for an individual TASK ORDER may be extended, in writing, by the Pasco County Board of County Commissioners at a regularly scheduled meeting of said Board or by the COUNTY ADMINISTRATOR as provided herein.

It is the intention of this Agreement that all terms in this Agreement shall be automatically incorporated into each executed TASK ORDER, except as specifically altered, superseded, or modified in said 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.

In the event the CONSULTANT fails to commence, provide, perform and/or complete any of the services or work required pursuant to this Agreement in a timely and diligent manner or within a specified time period as delineated in an executed TASK ORDER, the COUNTY may consider such failure as justifiable cause to seek liquidated damages from the CONSULTANT in accordance with the terms of Article 14 of this Agreement except when such failure is beyond the control of the CONSULTANT. Alternatively, the COUNTY, in its sole discretion may terminate this Agreement.

4.04 TIMELY ACCOMPLISHMENT OF SERVICES

The CONSULTANT, at all times that this Agreement is in effect, shall ensure that sufficient time remains in the project schedule within which to complete the services required and authorized by any given TASK ORDER(S). 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 any such delay, submit a written request to the COUNTY seeking a time extension to complete a delayed project which request shall specifically identify the reason(s) 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 Article 14 of 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 cause(s) 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, inactions 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, and/or any Force Majeure event as delineated in Article 16.03 of this Agreement. Upon receipt of the CONSULTANT'S request for an extension of time for cause(s) 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 TASK ORDER(S) for causes beyond the control of the Consultant.

4.05 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 COUNTY may suffer damages in the event that the CONSULTANT does not accomplish and complete the required services in a timely manner. The CONSULTANT agrees to employ, engage, retain and/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 and/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(S), MODIFICATION(S), or CHANGE ORDER(S), the COUNTY may seek liquidated damages from the CONSULTANT as provided in Article 14 of this Agreement. Alternatively, the COUNTY, in its sole discretion, may terminate this Agreement.

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(S), MODIFICATION(S), or CHANGE ORDER(S) issued pursuant thereto.

4.06 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the CONSULTANT and by any SUBCONSULTANT(S) 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 and/or which may subsequently be changed or revised. All final plans, documents, reports, studies, and other data prepared by the CONSULTANT or any SUBCONSULTANT(S) shall be signed by an officer of the firm who shall be responsible for the contents and accuracy of the information, data and recommendations contained within the report or documents and in accordance with the applicable Florida Statutes and/or any applicable Administrative Rules promulgated by the Florida Department of Business and Professional Regulation (where applicable).

4.07 CONSULTANT'S QUALITY CONTROL

(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(S) utilized by the CONSULTANT pursuant to this Agreement.

If any design work or submittal prepared by the CONSULTANT contains an error, omission, deficiency or mistake, the COUNTY reserves the right to back_charge costs incurred in identifying and documenting any such error, omission, deficiency or mistake. The time involved will be charged in a minimum of five (5) minute increments. The costs associated with such back charges for reviews performed in-house by COUNTY staff will be based on the hourly rates for senior staff or comparable class reflected in Exhibit A ("CONSULTANT'S Hourly Rates") to this Agreement. The COUNTY also has the discretion to have such review performed by an outside consultant in which instance, the CONSULTANT would be back charged for the actual cost incurred by the County for identifying and documenting the CONSULTANT'S error, omission, deficiency or mistake.

In addition, if an error, omission, deficiency or mistake is identified in the implementation phase, (where applicable) the COUNTY will hold the CONSULTANT responsible for any additional costs (both direct and indirect) incurred by the COUNTY to correct such error, omission, deficiency or mistake including but not limited to engineering fees, construction costs and attorney fees.

Such back charge amounts may be deducted from any payment(s) due the CONSULTANT. If the payments due the CONSULTANT are not sufficient to cover such amount(s), the CONSULTANT shall be responsible for paying the difference to the COUNTY.

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.

If any work or submittal prepared by the CONSULTANT contains an error, omission, deficiency, or mistake and the CONSULTANT fails to correct such error, omission, deficiency or mistake within the time period established for completion in the notice to correct or the TASK ORDER(S) requiring such work or submittal, the COUNTY, in its discretion, may, in the alternative, also seek liquidated damages from the CONSULTANT

in accordance with the provisions of Article 14 of this Agreement.

(2) COUNTY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

Neither review, approval, or 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(S) shall in any way relieve the CONSULTANT of responsibility for the adequacy, completeness, and accuracy of its services, work and materials, or the services, work and materials of any SUBCONSULTANT(S). Neither the COUNTY'S review, approval, or acceptance of, nor payment for, any of the CONSULTANT'S services, work 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 participated either through review or concurrence of the CONSULTANT'S actions. In reviewing, approving, or rejecting any submissions or other work prepared by the CONSULTANT, or by SUBCONSULTANT(S) retained by the CONSULTANT, the COUNTY in no way assumes or shares any of the responsibility or liability of the CONSULTANT, or SUBCONSULTANT(S) under this Agreement.

4.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

CONSULTANT agrees to promptly repair and/or replace, or cause to have repaired and/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(S) or SUB-CONTRACTOR(S). The COUNTY reserves the right, should the CONSULTANT fail to make such repairs and/or replacement within a reasonable period of time, to cause such repairs and/or replacement to be made. All costs and expenses associated with having such repairs and/or replacement performed shall be paid for by the CONSULTANT directly or via reimbursement to the COUNTY from the CONSULTANT.

4.09 RESPONSIBILITY FOR ESTIMATES

(1) CONSULTANT'S LIABILITY

In the event the services required pursuant to this Agreement include the CONSULTANT preparing and submitting to the COUNTY cost estimates, the CONSULTANT shall develop such cost estimates in accordance with the provisions set forth in sub-paragraph (2) below, or as may otherwise be required under this Agreement.

The CONSULTANT shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all cost estimates.

(2) PROJECT COST ESTIMATE (May not be applicable to services involved.)

For the purposes of this Agreement, a PROJECT COST ESTIMATE is an estimate

prepared on the basis of well defined data and on detailed information set forth in specifications and/or design drawings which shall be used as a basis for obtaining bids or price proposals for materials and labor for constructing and placement of such items in conjunction with an approved Task Order or any similar projects contemplated under this Agreement. Unless requested by the COUNTY, the PROJECT 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. The CONSULTANT acknowledges the accuracy and reliability of the PROJECT 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 and/or evaluating and determining the reasonableness of bids or price proposals for construction projects. As an expressed condition of this Agreement, any PROJECT COST ESTIMATE prepared by the CONSULTANT or any SUBCONSULTANT(S) (barring a Force Majeure) shall be accurate within plus or minus fifteen percent (15%) of the actual low bid or price proposal received for any construction project contemplated by this Agreement within one (1) year of the CONSULTANT'S submission of a Project Cost Estimate.

In the event the COUNTY solicits and receives bids or price proposals from contractors on a project based on specifications, conceptual drawings and a PROJECT 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 PROJECT 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 service without additional compensation:

The CONSULTANT will, subject to the review and approval of the COUNTY, modify the Project specifications, conceptual 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 will realize bids or price proposals being received that are within the range of accuracy established for the PROJECT COST ESTIMATE. Any such modifications made by the CONSULTANT shall not conflict with the functional, operational or regulatory permit requirements established by the COUNTY or State and Federal Agencies nor shall any such modifications conflict with established rules, regulations, requirements, or professional standards pertaining to the conceptual design, specifications, or drawings prepared by the CONSULTANT, nor shall such modifications adversely affect the safe use or operation of the completed project.

4.10 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 Article 16.05 of this Agreement, such data or information is the property of the COUNTY.

ARTICLE 5 – OBLIGATIONS OF THE COUNTY

5.01 DESIGNATION OF PROJECT MANAGER

The COUNTY agrees after the execution of this Agreement to properly advise the CONSULTANT, in writing, of the person designated to serve and act as the COUNTY'S PROJECT MANAGER pursuant to the provisions of Article 1.11 of this Agreement.

5.02 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 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.

5.03 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 and/or tasks to be performed by the CONSULTANT or any SUBCONSULTANT(S) 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 4.03 of this Agreement shall be waived.

5.04 ACCESS TO COUNTY PROPERTY

The COUNTY agrees, with reasonable prior written notice given by the CONSULTANT, 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.

5.05 EXAMINATION OF WORK OF CONSULTANT

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 consultants 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.

5.06 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 6 – COMPENSATION AND METHOD OF PAYMENT

6.01 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/or terms of this Agreement or MODIFICATION(S) or CHANGE ORDER(S) and in accordance with the provisions delineated below.

A. PAYMENT METHODS

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:

- (1) Standard Hourly Rate Method. The COUNTY may pay the CONSULTANT'S STANDARD HOURLY RATES included and attached hereto as Exhibit "A" 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. The CONSULTANT'S STANDARD HOURLY RATES shall cover all of the CONSULTANTS 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(s) or activities as defined within an individual TASK ORDER.
- (2) Lump Sum Method. The COUNTY may pay a negotiated fixed-price amount for an executed TASK ORDER as a Lump Sum. The Lump Sum compensation amount will be estimated based on the DIRECT SALARIES cost for work performed on an estimated TASK ORDER in accordance with the rates established in Exhibit "B." A negotiated Lump Sum compensation amount shall be delineated in the executed

TASK ORDER. The Lump Sum compensation method shall anticipate that all costs for the services required are known and that no modifications to the established Lump Sum amount will be necessary. The established Lump Sum amount shall include all of the CONSULTANT'S costs, including DIRECT SALARIES, overhead, operating margin, Reimbursable Expenses, and SUBCONSULTANT charges. 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 such method is selected, 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.

- (3) Not to Exceed Method. The COUNTY will pay the CONSULTANT'S DIRECT SALARIES for services provided or work performed 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 this rate shall be established pursuant to subsection B. below, plus an operating margin defined in each executed TASK ORDER, plus Reimbursable Expenses in accordance with the provisions of Subsection C. below, plus SUBCONSULTANT charges in accordance with the provisions of Subsection D. 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 of County Commissioners. The COUNTY may also elect to apply the Not to Exceed Method on a line item basis for a particular service or activity defined within an individual TASK ORDER.
- (4) The County reserves the right to retain five percent (5%) from any progress payments (if applicable) for design work (including preparation of ROW maps, legal descriptions, etc.) 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 remaining fifty percent (50%) of the retainage amount will be released upon the request of the CONSULTANT with the final payment.

B. OVERHEAD RATE

In determining the Overhead Rate to be paid to the CONSULTANT, it is the COUNTY'S expressed intention to utilize the audit information compiled by the Florida Department of Transportation (the "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 in accordance with audit information supplied by the FDOT and maintained by the COUNTY and shall not exceed the then current uniform Overhead Rate cap established by the FDOT. In the event the CONSULTANT has not supplied audit information to the FDOT in accordance with Chapter 14-75 of the Florida Administrative Code, the COUNTY shall establish the Overhead rate to be paid in each executed TASK ORDER which Rate may be less than the then current uniform Overhead Rate cap established by the FDOT.

C. REIMBURSABLE EXPENSES

The COUNTY shall pay the CONSULTANT for Reimbursable Expenses in accordance with the provisions of this Article and Article 7.5 below, entitled "Payment of Expenses". 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 and/or provide supporting documentation which 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, PC's 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.

D. SUBCONSULTANT CHARGES

The professional services of any SUBCONSULTANT(S) whose expertise is required within the scope of the CONSULTANT'S work 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(S) referenced in the paragraph 1 above must be approved in writing by the COUNTY ADMINISTRATOR or his designee before such SUBCONSULTANT(S) may be retained by the CONSULTANT.

E. 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 of County Commissioners at a regularly scheduled meeting of said Board. If such additional costs are not authorized by the Board of County Commissioners in writing, no payment, reimbursement, or compensation for such additional costs shall be tendered by the COUNTY to the CONSULTANT.

ARTICLE 7 – TERMS OF PAYMENT

(1) MONTHLY INVOICES

Depending on the type of payment schedule agreed upon by the parties, the CONSULTANT shall be entitled to submit not more than one invoice statement to the COUNTY each month covering services rendered during the preceding month. The CONSULTANT'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement, or TASK ORDER(S), issued thereunder. The CONSULTANT'S invoice statements shall contain a description of service(s) and amount of work provided and/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.

Payment for services rendered by the CONSULTANT during any billing period shall be due and payable by the COUNTY in accordance with the provisions of Chapter 218, Part VII, Florida Statutes (the Florida Prompt Payment Act).

(2) PAYMENT FOR SERVICES PERFORMED

- (A) 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. The County also specifically reserves the right to tie payments to certain deliverable or milestone dates within a particular Task Order.
- (B) When the Lump Sum Method is used for a TASK ORDER or for a particular services 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/or 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.
- (C) In order to ensure the COUNTY that the CONSULTANT has satisfied its payment obligations to its SUBCONSULTANT(S), the Consultant must 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.

(3) PAYMENT SCHEDULE

The COUNTY shall issue payment to the CONSULTANT as provided from the CONSULTANT, which invoice must be in an acceptable form and must contain the requested detailed description of charges. Should the COUNTY object or take exception to the amount of any CONSULTANT'S invoice statement, the COUNTY shall notify the CONSULTANT of such objection or exception within the fourteen (14) days from date of payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said fourteen (14) day period, the COUNTY shall withhold the disputed amount and make payment to the CONSULTANT of any amount not in dispute. Payment of any disputed amount, or adjustments thereto resolved by mutual agreement of the parties will be paid in accordance with the Florida prompt Payment Act.

(4) TECHNICAL STATUS REPORT

The CONSULTANT shall complete and submit a technical status report with each pay request or invoice submitted to the COUNTY for each TASK ORDER.

ARTICLE 8 SALES TAX

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

ARTICLE 8 – CONSULTANT WORK SCHEDULE

If requested in writing by the COUNTY, the CONSULTANT shall be required to prepare and submit to the COUNTY on a monthly basis a CONSULTANT'S WORK SCHEDULE. The CONSULTANT'S WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to be provided, performed, and/or completed by the CONSULTANT and/or any SUBCONSULTANT(S) 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 determined.

ARTICLE 9 – INSURANCE (If Consultant is a solo practitioner, may need to revisit limits with Risk Mgt.)

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 services. The CONSULTANT shall furnish certificates(s) of insurance in the form required to the COUNTY and shall provide certified copies of all required policies. The

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 coverage expires prior to the expiration of this Agreement, a renewal certificate shall be issued thirty (30) days prior to said expiration. Compliance with the foregoing requirements shall not relieve the CONSULTANT of 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" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best Key Rating Guide, and shall be satisfactory to the COUNTY. All policies of insurance required by the Agreement (except as otherwise noted herein) shall be primary insurance as respects the COUNTY, or its officials, agents or employees. Any insurance or self-insurance maintained by 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 CONSULTANT or anyone employed by, contracting with, or acting at the CONSULTANT'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:

A. Worker's Compensation and Employer's Liability:

The CONSULTANT and all SUBCONSULTANTS shall take out and maintain during the life of this Agreement Worker's Compensation insurance for all employees. 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 SUBCONSULTANT(S) shall provide for adequate insurance coverage to protect these employees.

B. Comprehensive General Liability:

Comprehensive General Liability shall include premises and/or operations, products and/or 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

C. Comprehensive Automobile Liability:

Comprehensive automobile liability shall include owned vehicles, hired and non-owned vehicles, and employee's non-ownership.

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

D. 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 and/or conditions for a period of three (3) years 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 10 – 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 planners, engineers, architects, attorneys, environmental consultants 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 of the CONSULTANT 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, and/or negligence of any SUBCONSULTANT(S) engaged by the CONSULTANT pursuant to this Agreement. The CONSULTANT, however, shall not be liable to nor shall it indemnify the COUNTY for any portion of damages or claims arising out of any error, omission, and/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(S), 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 11 – 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 and/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 12 – 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, which it in good faith 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 and/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, a SUBCONSULTANT 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, SUBCONSULTANT, then the CONSULTANT, SUBCONSULTANT agrees 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 13 – INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT and any and all 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, 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 the 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 good 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 14 – LIQUIDATED DAMAGES

The CONSULTANT acknowledges that time is of the essence for completion of all work required by this Agreement. The COUNTY and the CONSULTANT are in agreement that the completion dates for the various individual TASK ORDER(S) are critical. It is mutually agreed by the parties that, in the event of failure by the CONSULTANT to finish any phase, element, or component of the work or services required by this Agreement in a timely manner (not otherwise extended as provided herein), that damages to the COUNTY will be incapable of being precisely calculated or determined, but will be substantial. Therefore, it is agreed that the failure of substantial completion of any element, phase, or component of any TASK ORDER(S) by the CONSULTANT will entitle the COUNTY, upon written notice to the CONSULTANT, to assess liquidated damages from and against the CONSULTANT in the amount of Five Hundred Dollars (\$500.00) per calendar day. Liquidated damages will not be limited to the amount of the contract price, but the COUNTY may deduct and/or withhold from payments remaining due or sums remaining unpaid under this Agreement to the CONSULTANT as partial or total payment of liquidated damages. In case of a default of this Agreement by the CONSULTANT and the COUNTY completes any work pursuant to this Agreement, or pursuant to a TASK ORDER, CHANGE ORDER, or MODIFICATION, the CONSULTANT shall be liable for liquidated damages as provided for in this Article. In addition to the liquidated damages provided for in this Article, if the CONSULTANT fails to complete the work required pursuant to a TASK ORDER, CHANGE ORDER, or MODIFICATION, or fails to complete the work within such additional time as may be granted by the COUNTY, the COUNTY may recover from the CONSULTANT amounts paid by the COUNTY for any damages suffered by third parties, unless the failure to timely complete the work was caused by an act or omission of the COUNTY. In the event that the COUNTY permits the CONSULTANT to continue to provide work on any TASK ORDER, CHANGE ORDER or MODIFICATION after the expiration of time allowed for such element, phase, or component, including any extensions of time granted to the CONSULTANT, the granting of permission by the COUNTY shall in no way act as a waiver of the liquidated damages pursuant to this Article.

ARTICLE 15 – TERMINATION

This Agreement may be terminated for any reason by the COUNTY giving fourteen (14) days prior 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, including costs incurred by submittal to the COUNTY of project drawings, plans, data, and other project documents.

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 which 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 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 its failure to perform hereunder due to any circumstances beyond their respective control, such as Acts of God, 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 or the CONSULTANT shall resume its performance as soon as is reasonably possible and the schedule for all active Task Orders will be extended for delays caused by "Force Majeure" ..

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 – 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. In the event the COUNTY gives the CONSULTANT a written Notice of Termination pursuant to Article 18 of this Agreement, or upon issuance to the CONSULTANT by the COUNTY of a written CHANGE ORDER or MODIFICATION which deletes all or part of the services or work required, the CONSULTANT shall deliver to the COUNTY any and 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 any 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 and/or data or information contained therein on any other project or for any other client without the prior expressed written permission of the COUNTY.

16.06 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 and/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 supporting 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.

16.07 FEDERAL REGULATIONS

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

16.08 HEADINGS

The headings of the articles, sections, subsections, exhibits, and/or 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, exhibits, and/or attachments.

16.09 ENTIRE AGREEMENT

This Agreement, including all referenced exhibits and attachments hereto, constitutes the entire Agreement between the COUNTY and the CONSULTANT and shall supersede, replace and nullify any and 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.

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

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

BY: _____
Paula O'Neil, Clerk and Comptroller

BY: _____
[BCC CHAIRMAN]

DATE: _____, 2009

(SEAL)

WITNESSES:

[CONSULTANT]

BY: _____

Print or Type Name

TITLE: _____

DATE: _____, 2009

Print or Type Name