



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

REQUEST FOR STATEMENTS OF QUALIFICATIONS RSQ NO. 08-007

PROFESSIONAL CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES (S.R. 54—WEST OF I-75 TO EAST OF C.R. 577)

The Pasco County Board of County Commissioners is requesting qualifications from qualified firms experienced in construction engineering and inspection services (CEI) for major roadway improvements. The successful consultant shall be responsible for all construction engineering, resident engineering, inspection, and contract administration functions as defined in the Scope of Services and referenced manuals and procedures. The successful consultant will also be involved with preliminary utility coordination, and shall utilize effective control procedures that will insure that construction of the project is performed in reasonable conformity with the Plans, Specifications, and other Contract Documents within the project timeline (540 calendar days).

The Pasco County Purchasing Department will receive responses until **2:00 p.m.**, local time, (our clock) on **November 9, 2007**, in the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida. Responses received after this time will not be accepted. Responses will be publicly opened at the above stated time and date, with only the names of the offerors submitting responses being read. All interested parties are invited to attend. Offerors shall submit six (6) response copies. Each response copy shall be bound in a single volume.

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

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

We look forward to receiving your response.

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

COPYRIGHT

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

DEBARMENT

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

EXPENSES INCURRED IN PREPARING RESPONSE

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

FAILURE TO DELIVER

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

NONAPPROPRIATION

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

NONCONFORMING TERMS AND CONDITIONS

A response that includes terms and conditions that do not conform to the terms and conditions in the 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.

PROCUREMENT REGULATIONS

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

ENVELOPES CONTAINING RESPONSES

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

PUBLIC INFORMATION

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

RECOVERY OF MONEY

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

VERBAL COMMUNICATIONS

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

RESERVATION OF RIGHTS

Pasco County may (1) amend or modify this 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.

RIGHT TO AUDIT

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

UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the contractor is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, Pasco County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor.

Notwithstanding the above, Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

RESPONSE RECEIPT AND OPENING

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

END OF GENERAL PROVISIONS

SCOPE OF SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION (CEI) S.R. 54 (WEST OF I-75 TO EAST OF C.R. 577)

1.0 – PURPOSE.

This Scope of Services describes and defines the work of the CEI CONSULTANT for the S.R. 54 (West of I-75 to East of C.R. 577) – W.O. No. C3330.27 (hereinafter referred to as PROJECT). This work shall be provided in connection with the Construction Contract for the PROJECT that will be performed by a Contractor for the COUNTY. Generally, the CEI work consists of preliminary utility coordination, construction engineering, resident engineering, inspection, and contract administration for the PROJECT. The Contractor will be responsible for quality control sampling and testing of PROJECT-related materials. During the PROJECT, the COUNTY will employ a Geotechnical Consultant for quality assurance sampling and testing of PROJECT-related materials.

2.0 – SCOPE.

The CEI CONSULTANT shall be responsible for all construction engineering, resident engineering, inspection, and contract administration functions as defined in this Scope of Services and referenced manuals and procedures. The CEI CONSULTANT will also be involved with preliminary utility coordination. The CEI CONSULTANT shall utilize effective control procedures that will insure that the construction of the PROJECT is performed in reasonable conformity with the Plans, Specifications, and other Contract Documents within the PROJECT Duration (540 Calendar Days).

The CEI CONSULTANT shall provide technical and administrative personnel meeting the requirements set forth in this Agreement in appropriate numbers and at the proper times to ensure that the responsibilities set forth in this Agreement are effectively carried out. All services shall be performed in accordance with the procedures and practices of the COUNTY. Prior to furnishing any services, the CEI CONSULTANT shall become familiar with the COUNTY standard procedures and practices as set forth in the referenced documents and with informal procedures and practices for construction engineering, resident engineering, inspection, and contract administration used by the COUNTY. The CEI CONSULTANT shall maintain close coordination with the COUNTY and the Contractor in order to minimize any re-scheduling of the CEI CONSULTANT'S activities due to construction delays or changes in scheduling of the Contractor's activities.

3.0 – ITEMS TO BE FURNISHED BY THE COUNTY TO THE CEI CONSULTANT.

The COUNTY shall furnish the following to the CEI CONSULTANT:

- A.) Three (3) sets of half-size construction plans.
- B.) Three (3) sets of the Contract Proposal including Technical Specifications.
- C.) An adequate supply of standard forms used by the COUNTY during construction.

4.0 – ITEMS TO BE FURNISHED BY THE CEI CONSULTANT.

- A.) Field Office - The Contractor for the PROJECT shall furnish a Field Office (See Section 14.0 of this Scope of Services) for the use of the COUNTY and CONSULTANT in accordance with the PROJECT Specifications. The CEI CONSULTANT shall furnish such other shelter, storage, parking space and equipment as necessary to effectively carry out its responsibilities under this Agreement.
- B.) Equipment - The CEI CONSULTANT'S employees shall be easily identifiable. They shall wear the same unique hard hat in the field. The hat will meet all applicable safety standards and requirements. The CEI CONSULTANT will provide any necessary survey equipment, field engineering equipment, testing equipment, photographic equipment (including digital camera), tapes, rules and any other necessary items. Quantity and quality of the items shall meet with COUNTY approval.
- C.) Expenses - Routine expenses for the operation of the office, such as stamps, postal costs and other costs not covered by the COUNTY or the Contractor will be the responsibility of the CEI CONSULTANT.
- D.) Communication - The CEI CONSULTANT will furnish and maintain a minimum of four (4) mobile radios or cell phones compatible with COUNTY equipment.
- E.) Microcomputer - The CEI CONSULTANT shall provide and have available for use in the Field Office, a microcomputer, modem, printer, software and internet service. This equipment shall be capable of providing necessary information storage, processing, and transmittal and receipt via electronic mail in order to properly administer the PROJECT. Use of the microcomputer will be made available to the COUNTY when not being used by the CEI CONSULTANT. The microcomputer shall be furnished subject to the approval of the COUNTY. Ownership and possession of the microcomputer will remain at all times with the CEI CONSULTANT.
- F.) Vehicles – The CEI CONSULTANT shall provide a sufficient number of clearly identifiable vehicles (identified with the CEI CONSULTANT'S name) to maintain the necessary coverage of the PROJECT and to adequately transport personnel and equipment as deemed necessary by the COUNTY. The COUNTY will provide the vehicles with necessary added features to safely carry concrete cylinders, density equipment, or any other equipment or materials as deemed necessary. Considering the terrain, soil and surface conditions of the project area, four-wheel drive vehicles will need to be provided.
- G.) Manuals and Guidelines – The CEI CONSULTANT shall be responsible for obtaining and maintaining a set of Manuals and Guidelines that are referred to in this Agreement or that are necessary in order to perform the work included in this Agreement.

5.0 – LIAISON AND COORDINATION.

The CEI CONSULTANT shall be fully responsible for carrying out all functions assigned to it by this Agreement on the PROJECT. All activities and decisions of the CEI CONSULTANT relating to the PROJECT shall be subject to review by the COUNTY. The CEI CONSULTANT shall provide coordination of all activities, correspondence, reports and other communications related

to its responsibilities under this Agreement. CEI CONSULTANT will be required to coordinate with all parties involved with the PROJECT or affected by the PROJECT. These parties include but are not limited to: COUNTY, Contractor, Geotechnical Consultant, Design Consultant, Private Utilities, Public Utilities, Permitting Agencies, etc. Construction engineering, resident engineering, inspection and contract administration forces will be required of the CEI CONSULTANT at all times while the Contractor is working on the PROJECT.

6.0 – GUIDELINES.

The work performed by the CEI CONSULTANT shall be in general compliance with applicable Florida Department of Transportation (FDOT) manuals and guideline publications. Current editions including updates, of the following Manuals and Guidelines shall be used in performance of the work. AASHTO English criteria will apply. The list is not arranged by priority.

- FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.
- FDOT Soils & Foundations Procedure Manual.
- FDOT Standard Specifications for Road and Bridge Construction as amended by County Technical Specifications.
- FDOT Roadway and Traffic Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System.
- FDOT Construction Project Administration Manual.
- FDOT Material Directives.
- FDOT Materials Sampling, Testing and Reporting Guide.
- FDOT Florida Sampling and Testing Methods.
- FDOT Project Engineer's Handbook.
- FDOT Qualified Product List.
- FDOT Field Sampling and Testing Manual
- FDOT Basis of Estimate and Computation Manual
- Pasco County Stormwater Practices Manual.
- Pasco County Surveying and Mapping Specifications.
- Pasco County Standards for Design & Construction of Water, Wastewater and Reclaimed Water Facilities.
- Manual of Uniform Traffic Control Devices.

7.0 – PERSONNEL.

The CEI CONSULTANT'S work shall be performed and directed by the key personnel identified in the proposal, negotiations, and/or presentations by the CEI CONSULTANT. The CEI CONSULTANT shall not subcontract, assign or transfer any work under the Agreement without the written consent of the COUNTY. CEI Subconsultants must be identified in the proposals, during the negotiations or at the presentations to the COUNTY. Such CEI Subconsultants shall be subject to the approval of the COUNTY. Any changes in the identified personnel shall be subject to the review and approval of the COUNTY. When directed by the Project Manager, the CEI CONSULTANT or CEI Subconsultant personnel whose performance or behavior is determined to be unsatisfactory shall be immediately removed.

The CEI CONSULTANT shall provide a sufficient number of qualified personnel as necessary to effectively carry out its PROJECT responsibilities under this Agreement. The CEI CONSULTANT will utilize only competent personnel who are qualified by experience and education. The CEI CONSULTANT shall submit, in writing to the Project Manager, current resumes of all proposed PROJECT personnel before employing them on the PROJECT. The resumes shall contain detailed information regarding education, background and experience. The CEI CONSULTANT shall obtain written approval from the Project Manager prior to employing or substituting new personnel on the PROJECT. If the Construction Contract delayed, suspended, or nearing completion, the CEI CONSULTANT'S forces shall be adjusted at the direction of the Project Manager. CEI CONSULTANT shall receive prior approval from the COUNTY for any necessary overtime on this PROJECT. CEI CONSULTANT will not be compensated for travel time to and from the PROJECT.

8.0 – MEETINGS.

The CEI CONSULTANT shall attend and conduct the Pre-Construction Meeting and regularly scheduled Progress or other Meetings throughout the duration of the PROJECT. The CEI CONSULTANT shall be responsible for the notification and coordination of these meetings in order that the proper parties and personnel are invited to address PROJECT issues in a timely manner.

9.0 – CORRESPONDENCE AND RECORDS.

Copies of all written correspondence between the CEI CONSULTANT and any other party pertaining specifically to this work shall be provided to the COUNTY for review and records within one (1) week of the sending or receipt of said correspondence. No changes should occur from unwritten comments. All records, reports, correspondence and other data prepared by the CEI CONSULTANT that require authorization shall bear the signature of the person assigned to act in the capacity of the Resident Engineer, or such other person authorized to act on behalf of the Resident Engineer. All reports, records, correspondence and other material prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts, shall be considered works made for hire and shall become the property of the COUNTY and may be reused without additional compensation to the CEI CONSULTANT. The COUNTY has the right to visit the site for inspection of the work and review of the records of the CEI CONSULTANT at any time.

10.0 – PROJECT MANAGER.

The COUNTY will designate a Project Manager who shall be the representative of the COUNTY for the duration of the PROJECT. While it is expected that the CEI CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of the PROJECT remain with the Project Manager.

11.0 – PROJECT REQUIREMENTS.

- A.) General - It shall be the responsibility of the CEI CONSULTANT to provide services as necessary to administer the construction contract in a manner so as to assure that the PROJECT is constructed in reasonable conformity with the Plans, Specifications, and other Contract Documents. The CEI CONSULTANT shall advise the Project Manager in writing of any omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action taken. The work provided by the CEI CONSULTANT shall, in no way, relieve the Contractor of the responsibility for the satisfactory performance of the Construction Contract.

- B.) Survey – The Contractor will be responsible for the survey and construction layout for PROJECT in accordance with the Contract Documents. However, the CEI CONSULTANT shall direct such survey as necessary and perform regular and routine survey in support of its functions as construction engineer, resident engineer, inspector, and contract administrator.

- C.) Inspection – The CEI CONSULTANT shall provide personnel to monitor the Contractor's on-site construction operations and to inspect all materials entering into the work as required to assure that the quality of workmanship and materials is such that the PROJECT will be completed in reasonable conformity with the Plans, Specifications, and other Contract Documents. The CEI CONSULTANT shall keep detailed, accurate records of the Contractor's daily operations and significant events that affect the PROJECT. The CEI CONSULTANT shall measure, count, and properly record the quantities of all pay items incorporated into the PROJECT. The CEI CONSULTANT shall check the quantities included in the Contractor's Pay Estimate for accuracy and advise the Contractor and the COUNTY of any inaccuracies. The CEI CONSULTANT shall, in general, perform inspection services in accordance with the standard practices and procedures of the COUNTY and other accepted practices and procedures as indicated in the Agreement or as may be appropriate.

- D.) Testing – Generally, the quality control testing for this PROJECT will be the responsibility of the Contractor in accordance with the Contract Documents. The Geotechnical Consultant shall perform the quality assurance testing. However, the CEI CONSULTANT shall be responsible for: the general direction of the Geotechnical Consultant; receiving, reviewing and acting upon the reports of the Geotechnical Consultant; and performing regular and routine testing in support of its functions as construction engineer, resident engineer, inspector and contract administrator.

- E.) Resident Engineering – The CEI CONSULTANT shall perform all resident engineering services necessary to: assure that proper coordination of the activities of all parties involved in completing the PROJECT is achieved; to maintain complete, accurate records of all activities and events relating to the PROJECT; to properly document all

significant changes to the PROJECT; to provide interpretations of the Plans, Specifications and other Contract Documents; to make recommendations to the COUNTY to resolve disputes that might arise in relation to the Construction Contract; and, to maintain an adequate level of surveillance of the Contractor's activities.

The CEI CONSULTANT shall also perform any other engineering services normally assigned to a resident engineer that are required to fulfill its responsibilities under the Agreement. All recordation and documentation will be in accordance with COUNTY policies and procedures and good engineering practice. Resident Engineering responsibilities will include, but not be limited to, the following:

- Coordinate and conduct the Pre-Construction Meeting,
- Utility coordination and Utility Coordination Meetings,
- Coordinate and conduct the Weekly Progress Meetings,
- Perform inspections and review, correct and maintain Inspector Daily Reports,
- Maintain Roadway and Bridge Construction Log,
- Maintain Materials Log,
- Analyze, review and act upon Sampling and Testing Reports,
- Review, clarify and process submittals (See Submittals Section below),
- Compliance with permit requirements,
- Review maintenance of traffic and advise Contractor of necessary changes,
- Record noteworthy situations or events with still and/or video photography,
- Review, comment, verify and process Contractor Pay Estimates,
- Review, clarify and process Contract Document interpretation,
- Evaluation and processing of Contractor proposals,
- Analyze and recommend solutions to PROJECT issues,
- Analyze and recommend changes to Contract Documents,
- Analyze, negotiate, and process Change Orders,
- Analyze, negotiate, and process Allowance Authorization Releases (AAR's),
- Process Agendas for Board of County Commissioner's Meetings
- Analyze, negotiate, and process time extension requests,
- Schedule and conduct Final Inspection,
- Review, comment, verify, and process as-built drawings,
- Compile and monitor completion of punch list items,
- Work with the COUNTY and the Contractor to closeout the PROJECT,
- Provide other construction engineering and resident engineering services as requested by the COUNTY.

F.) Contract Administration – The CEI CONSULTANT shall provide the necessary personnel and equipment to properly administer the PROJECT. CEI CONSULTANT shall produce and maintain a neat and orderly set of PROJECT files at the Field Office location. CEI CONSULTANT shall draft, process and transmit all PROJECT correspondence, Agenda Items, Meeting Minutes, Change Orders, AAR's, and any other material necessary to properly document the PROJECT. Depending on the type and/or importance of the material, the CEI CONSULTANT shall obtain the signature of the COUNTY Project Manager. CEI CONSULTANT shall work with the Contractor to develop the Pay Estimates, Change Orders, and AAR's in accordance with this Agreement and the Construction Contract.

12.0 – SUBMITTALS.

The CEI CONSULTANT will coordinate the distribution of all roadway and bridge submittals from the Contractor. The CEI CONSULTANT shall maintain a log recording the times of receipt and distribution of such submittals. Such distribution shall be performed in a timely manner so that the PROJECT is not delayed or adversely affected. The CEI CONSULTANT will be responsible for the review of all roadway shop drawings, proposed substitutions, fabrication and installation drawings, erection drawings, catalog sheets, etc. in accordance with the Contract Documents. Such review shall also be conducted in a timely manner so that the PROJECT is not delayed or adversely affected.

The CEI CONSULTANT shall promptly respond to such submittals, with a copy of their response to be received by the COUNTY within ten (10) working days from the receipt of the submittals. Those responses shall be marked on the plans as either “NO EXCEPTION TAKEN”, “MAKE CORRECTIONS NOTED”, “AMEND – RESUBMIT”, or “REJECTED – RESUBMIT”. The CONSULTANT shall maintain a Submittal Log.

The CEI CONSULTANT shall review Requests For Information (RFI’s) from the Contractor, which includes changes due to construction. The CEI CONSULTANT shall promptly respond to such submittals, with a copy of their response to be received by the COUNTY within forty-eight (48) hours from the receipt of the RFI.

13.0 – OTHER SERVICES.

The CEI CONSULTANT, upon written Notice to Proceed from the COUNTY, shall perform additional, related services as may be required by the COUNTY in connection with the PROJECT. The following items may be required by the COUNTY to supplement the CEI CONSULTANT’S services under the Agreement. Fees for such services shall be negotiated.

- A.) The CEI CONSULTANT will assist the COUNTY in preparing documents for arbitration hearings or litigation that occur after the basic services are complete, in connection with the PROJECT.
- B.) The CEI CONSULTANT will provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist the COUNTY in any litigation or legal hearing in connection with the Construction Contract.
- C.) The CEI CONSULTANT will provide on/off-site project related inspection services, above those in this Agreement.
- D.) In the event that the Contractor for the PROJECT submits a claim for additional compensation and/or time after the CEI CONSULTANT has completed its work under this Agreement, the CEI CONSULTANT will analyze the claim, prepare a recommendation to the COUNTY’S Project Manager covering validity and reasonableness of the claim and/or assist in negotiations leading to settlement of the claim.

14.0 – FIELD OFFICE SPECIFICATION

Section 109-71 - Field Office.

General Requirements.

The Contractor shall furnish an approved, insulated, weatherproof building or trailer solely for the use and occupancy of the Project Manager. The building shall be erected at a location approved by the Project Manager and shall be separate from any building used by the Contractor. The exact location shall be specified at the Preconstruction Conference. The Project Manager's office shall continue to be operational and maintained for a period of one (1) month after Final Acceptance is issued.

Furniture and Equipment

The Contractor shall furnish the following furniture and equipment for the Field Office for the Project Manager:

One (1) 36" X 8' folding table.

Two (2) suitable office desks with drawers, locks and two (2) sets of keys.

Two (2) office swivel chairs.

Two (2) office straight-back chairs.

One (1) 60" X 30" table.

Four (4) metal folding chairs.

One (1) draftsman stool.

One (1) four (4) drawer, legal-size, steel filing cabinet with locks and keys.

One (1) plan rack.

Two (2) wastebaskets.

One (1) 30" X 60" adjustable drafting table with drawers.

One (1) copy machine (Canon C122F or equivalent).

One (1) OSHA-approved fire extinguisher. One (1) electric drinking fountain and with water supplied and replenished at monthly intervals.

One (1) calculator/adding machine with tape.

The furniture and equipment need not be new but must be in first-class, serviceable condition. The Project Manager shall determine the acceptability of all items.

Construction Details

The Project Manager's office shall have a minimum floor area of approximately 300 square feet and shall have two (2) self-contained offices (120 square feet minimum per office). The minimum ceiling height shall be seven (7) feet. Screens shall be provided for all exterior windows and doors.

The Project Manager shall approve the type and layout of the heating and air conditioning systems. The heating system shall be adequate to maintain the inside space of the office to a temperature of 78°F with an outside temperature of 0°F. The Contractor shall provide any fuel required for heating purposes. The air-conditioning system shall be capable of maintaining an inside office temperature of 70°F with an outside air temperature of 100°F.

The office shall have an adequate electrical system, including lighting fixtures, outlets, lamps, wiring, switches, etc., as required.

One (1) telephone, one (1) telephone answering machine, and one (1) facsimile machine shall be provided. The telephones shall have private lines and shall be solely for the use of the Project Manager and his/her staff. The telephone answering machine shall have the capability of remote message retrieval. The facsimile machine (HP OfficeJet or equivalent) shall be connected to a separate telephone line.

A system of plumbing and drains shall be provided in the office, including a separate room with lavatory, water closet, sink, and hot-water heater. A wall cabinet with a mirror shall also be provided. A portable outside toilet will not be acceptable. Water shall be provided from a potable source. All utilities (water, sewer, electric, and local telephone) shall be provided, maintained, and paid for by the Contractor throughout the life of the Contract.

Other Requirements

The Contractor shall provide and maintain an adequate limerock, stone or slag driveway to the Project Manager's office. A parking area adequate for six (6) cars shall also be provided adjacent to the Project Manager's office.

Clearing and Restoration of Site

Upon authorization by the Project Manager, the Contractor shall remove the Project Manager's office and fully restore the site to a neat appearance compatible with the surrounding area, including the removal and/or capping of utilities, removal of the temporary driveway and parking area, and the restoration of the turn in, in the affected areas.

Method of Measurement

Separate payment will be made for the field office. Payment will be made under Bid Item No. 109-71, Engineer's Field Office, DA.

END OF SCOPE OF SERVICES

RESPONSE FORMAT

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

<u>Tab</u>	<u>Item</u>
I	<i>Management summary.</i> The offeror shall provide a cover letter indicating the underlying philosophy of the firm in providing the service. Offeror shall also provide a comprehensive organizational chart.
II	<i>Proposal.</i> Describe, generally, how the subject services will be provided. Offerors should, <u>concisely</u> , relate their respective experience to each criterion in REVIEW AND ASSESSMENT.
III	<i>Qualifications.</i> The offeror shall attach current and completed copies of SF 254, and SF 255, <u>or</u> SF 330 for the specified services. This documentation shall provide a list and brief description of similar projects <u>and</u> contact information for each project owner.
IV	<i>Personnel.</i> The CEI CONSULTANT'S work shall be performed and directed by the key personnel identified in the proposal, negotiations, and/or presentations by the CEI CONSULTANT. The CEI CONSULTANT shall not subcontract, assign or transfer any work under the Agreement without the written consent of the COUNTY. <u>CEI Subconsultants must be identified in the proposals, during the negotiations or at the presentations to the COUNTY.</u> Such CEI Subconsultants shall be subject to the approval of the COUNTY. Any changes in the identified personnel shall be subject to the review and approval of the COUNTY. When directed by the Project Manager, the CEI CONSULTANT or CEI Subconsultant personnel whose performance or behavior is determined to be unsatisfactory shall be immediately removed.

END OF RESPONSE FORMAT

REVIEW AND ASSESSMENT

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

1. Experience designing and managing construction of public roadways;
2. Experience designing and managing construction of public roadways in Florida;
3. Understanding of contemporary design and construction costs for public roadways;
4. Proximity to Pasco County or ability to meet the County's needs without delay and undue travel and expenses; and
5. Qualifications and Methodology offered to accomplish the subject services.

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

1. Firm Principal
2. Project Engineer
3. Project Manager

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

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

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

REVIEW AND ASSESSMENT

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

1. Qualifications and experience of the firm and assigned staff members;
2. Understanding of the required services and resulting methodology; and
3. The degree of completeness of response in accordance with the RSQ.

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

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

END OF REVIEW AND ASSESSMENT

THE FOLLOWING STANDARD AGREEMENT WILL BE USED TO SECURE THE SPECIFIED SERVICES. PASCO COUNTY WILL NOT ACCEPT OR CONSIDER ANOTHER FORM OF AGREEMENT. ALL RESPONDING FIRMS MUST EITHER INDICATE FULL ACCEPTANCE OF THIS FORM OR NOTE SPECIFIC CHANGES. FIRMS ACCEPTING THIS FORM, WITHOUT CHANGES, MAY BE GIVEN PREFERENCE, WHICH WILL BE REFLECTED IN THE COMMITTEE'S FINAL EVALUATION.

STANDARD AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

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

WHEREAS, CONSULTANT desires to render certain services as described in RSQ No. 08-007, and the CONSULTANT hereby certifies it has the qualifications, experience, staff, and resources to perform those services; and

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

SECTION 1. SCOPE OF SERVICES.

In accordance with the services described under separately issued Task Orders, CONSULTANT shall provide_____.

SECTION 2. COUNTY'S RESPONSIBILITY.

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

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

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

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

SECTION 3. TERM.

This agreement shall remain in full force and effect for a period of _____ from the date of execution by the Board of County Commissioners. This term shall constitute the "Effective Period" of this agreement.

SECTION 4. COMPENSATION.

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

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

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

SECTION 5. TASK ORDERS.

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

SECTION 6. REPORTS AND REVIEWS.

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

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

SECTION 7. DOCUMENTS.

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

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

SECTION 8. COMPLIANCE WITH LAWS AND REGULATIONS.

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

SECTION 9. PROHIBITION AGAINST CONTINGENCY FEES.

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

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

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

SECTION 11. SUBCONSULTANTS.

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

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

SECTION 12. RETENTION OF DOCUMENTS.

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

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

SECTION 13. CONFLICTS OF INTEREST.

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

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

SECTION 14. TIMELY PERFORMANCE OF SERVICES.

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

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

C. Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONSULTANT, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of COUNTY including any of its agents or employees, fires, floods, epidemics, quarantine regulations, strikes or lockouts, then the CONSULTANT shall notify the COUNTY in writing within ten (10) calendar days after commencement of such delay, stating the cause or causes thereof, or shall be deemed to have waived any right which the CONSULTANT may have had to request an extension to the time specified in this Agreement.

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

SECTION 15. INSURANCE.

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

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

a. Workers' Compensation and Employer's Liability:

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

b. Comprehensive General Liability:

Comprehensive general liability shall include premises and/or operations, products and/or 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 employees' non ownership.

Bodily injury and personal injury, including death:

\$1,000,000.00 combined single limit

Property damage:

\$1,000,000.00 combined single limit

d. Errors and Omissions Liability:

\$1,000,000.00 aggregate

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

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

SECTION 16. TERMINATION OF AGREEMENT BY THE COUNTY.

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

SECTION 17. CONTROLLING LAW.

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

SECTION 18. SUCCESSORS AND ASSIGNS.

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

SECTION 19. EXTENT OF AGREEMENT.

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

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

SECTION 20. NON-EXCLUSIVE AGREEMENT.

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

SECTION 21. INDEMNIFICATION OF THE COUNTY.

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

but not be limited to, charges of attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law or other tribunal, for any reason.

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

SECTION 22. INDEPENDENT CONTRACTOR.

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

SECTION 23. WAIVER OF BREACH.

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

SECTION 24. SEVERABILITY.

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

SECTION 25. NOTICES.

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

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

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

ATTEST:

Chairman

(S E A L)

Date: _____ 2006

Jed Pittman, Clerk

By: _____

Its: _____

Date: _____ 2006

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

ATTORNEY