



## AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, made and entered into the first day of October 2010, by and between Sumter County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY") and Page Dixon Chandler Smith, LLC (hereinafter referred to as the "CONTRACTOR") under seal for residential and commercial plan review and inspection services, for Sumter County, (hereinafter referred to as "THE COUNTY"), and the Owner and the Contractor hereby agreeing as follows.

### WITNESSETH

In consideration of the mutual covenants and promises contained herein, COUNTY and CONTRACTOR (the "Parties") hereto agree as follows:

#### Section 1 – Term

This Agreement shall be deemed to commence upon issuance of a Purchase Order, and shall continue until terminated by either party or by October 1, 2011 with an option to renew for two additional one year periods.

#### Section 2 – Scope of Services

CONTRACTOR will provide residential and commercial plan review for compliance with the Florida Building Code, State Statutes, and Sumter County Ordinances, and/or residential and commercial inspection for compliance with the Florida Building Code, State Statutes, and Sumter County Ordinances. Services will be on an as needed basis to be determined by the Building Official or his designee. Work will be performed in accordance with generally accepted professional standards.

#### Section 3 – Compensation

For the Services to be performed, the COUNTY agrees to pay the CONTRACTOR according to Exhibit "A" attached hereto and made a part of. The hourly fixed fee rates listed includes all expenses. No mileage or wages shall be paid for travel to and from inspection locations. Invoices must be kept current for services to continue.

#### Section 4 – Laws, Permits and Regulations

Prior to the performance of any work hereunder, the CONTRACTOR shall obtain and pay for all licenses as required for performing the services of this Agreement, CONTRACTOR shall at all times comply with all appropriate laws, regulations and ordinances applicable to the services provided under this Agreement.

#### Section 5 – Non-Assignment

The CONTRACTOR shall not assign, sublet, or subcontract all or any part of this Agreement without prior written consent of the COUNTY, which consent shall not be reasonably withheld.



County Initials CSK  
Contractor Initials PKC

**Section 6 – Notices**

Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail, return receipt requested, or by hand delivery, and shall be deemed effective if mailed when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the Party to whom the notice or other communication is addressed, with signed proof of delivery, The **COUNTY’S** and the **CONTRACTOR’S** representatives for notice purposes are:

**CONTRACTOR.** Page Dixon Chandler Smith, LLC  
5892 A S Semoran Blvd.  
Orlando, FL 32822

**COUNTY** Sumter County Board of County Commissioners  
County Administrator  
910 North Main Street, Suite 201  
Bushnell, FL 33513

A copy of all notices to the **COUNTY** hereunder shall also be sent to:  
Building Official  
Sumter County Department of Building Services  
910 North Main Street, Suite 301  
Bushnell, FL 33513

**Section 7 – Amendments**

This Agreement may only be amended by mutual written agreement of both Parties.

**Section 8 – Indemnification**

The **CONTRACTOR** shall indemnify and hold harmless the **COUNTY**, its officers, employees, and agents from all suits, claim, or actions of every name and description brought against the **COUNTY** based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of the **CONTRACTOR** or its employees, officers, or agents in performing the services set forth herein.

**Section 9 – Insurance**

During the term of this Agreement the **CONTRACTOR** shall procure and maintain professional liability, errors and omission insurance and provide a Certificate of Insurance naming the Sumter County BOCC as Additional Insured for the following with minimum limits of Insurance coverage as listed:

General Liability	\$1,000,000 each, 2,000,000 aggregate
Automobile Liability	\$1,000,000
Professional Liability	\$2,000,000
Workman’s Compensation	\$100,000 each accident 500,000 each disease



County Initials RLS  
Contractor Initials MC

### **Section 10 – Independent Contractor**

In the performance of this Agreement, the **CONTRACTOR** will be acting in the capacity of an “independent contractor” and not as an agent, employee, partner, joint venture, or associate of the **COUNTY** and as such, shall have no authority to bind the County. However, with regard to the actual inspection services to be performed by the **CONTRACTOR**, **CONTRACTOR** shall have the limited authority under County Codes and regulations to render inspections and make findings as provided in FL Statute Section 553 791 which will be binding on the County unless done in violation of such codes and regulations or in violation of Florida law. The **CONTRACTOR** shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the **CONTRACTOR** in the full performance of this Agreement as well as all expenses and costs incurred by **CONTRACTOR**.

### **Section 11 – County Responsibility**

The **COUNTY** will notify the **CONTRACTOR** in writing, within thirty (30) calendar days of any change in the service.

### **Section 12 – Default/Termination**

This contract may be terminated without cause, by either party, by providing the other party not less than thirty (30) calendar days’s notice following a thirtieth (30) calendar day opportunity for the **CONTRACTOR** to cure the deficiency in the notice of termination.

### **Section 13 – Timely Performance**

All work will commence upon authorization from the County’s representative. All work will proceed in a timely manner without delays.

### **Section 14 – Claims and Disputes**

All claims, disputes, and other matters in question arising out of, or relating to, this agreement or the breach thereof shall be resolved in the County or Circuit Court of Sumter County, Florida, and all parties hereto specifically waive any “venue privileges” they may have in any other jurisdiction. The prevailing party in any litigation arising out of this agreement shall be entitled to recover from the losing party all cost and expenses, including reasonable attorney’s fees, at the trial court and appellate court level, incurred by the prevailing party in enforcing its rights hereunder, this provision not to be construed as a waiver of the sovereign immunity of Sumter County

### **Section 15 - County Status**

**COUNTY** shall schedule the contractor’s employees for meeting daily workloads. **CONTRACTOR** shall hold the staffing and equipment needs of **THE COUNTY** as first priority on a daily basis.

### **Section 16 – Access to Data/Software**

**COUNTY** agrees to provide access to building permit data needed by **CONTRACTOR** to fulfill its inspection obligations, and to provide the necessary licenses of the permitting software used by **COUNTY** for building permit inspections, without cost to the **CONTRACTOR**.



County Initials RSK  
Contractor Initials MC

**Section 17 - Reserved**

**IN WITNESS WHEREOF**, COUNTY and CONTRACTOR have executed this Agreement as of the day and year first above written.

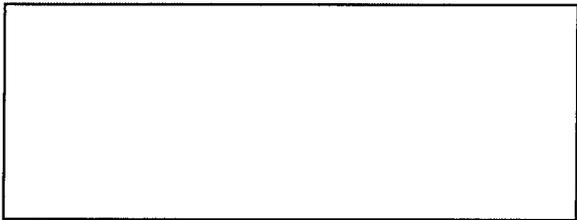
ATTEST  
Clerk of Circuit Court

BOARD OF SUMTER COUNTY  
COMMISSIONERS  
OF SUMTER COUNTY, FLORIDA

DEPUTY CLERK

Garry Breeden, CHAIRMAN

State of Florida, County of \_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, The undersigned Notary Public of the State of Florida, personally appeared \_\_\_\_\_, Who is personally known to me \_\_\_\_\_, or produce identification No. \_\_\_\_\_, and he/she/they acknowledge that he/she executed it.



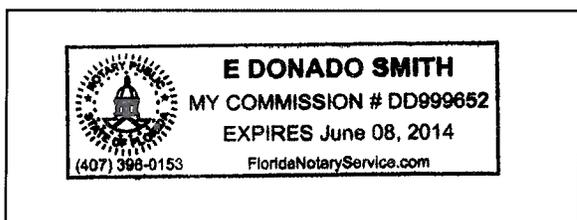
Signature of Notary \_\_\_\_\_  
Printed Name \_\_\_\_\_

**PAGE DIXON CHANDLER SMITH, LLC**

By Michael S. Kraftsow  
Michael S. Kraftsow  
Managing Partner

Attest Yanira Melgarej  
Printed Name Yanira Melgarej

State of Florida, County of Orange, on this the 8th day of Sept, 2010, before me, The undersigned Notary Public of the State of Florida, personally appeared Michael S. Kraftsow, Who is personally known to me ✓, or produce identification No. \_\_\_\_\_, and he/she/they acknowledge that he/she executed it.



Signature of Notary E Donado Smith  
Printed Name Evelyn D. Smith



County Initials BSK  
Contractor Initials ME

**EXHIBIT "A"**

Page Dixon Chandler Smith (PDCS) LLC.  
FY 2010-2011

<b>Service</b>	<b>Hourly Rate</b>
Licensed Plans Examiner, Residential and/or Commercial	\$ 75.00
Licensed Building Inspector Residential and/or Commercial	\$75.00
Building Code Administrator	\$85.00

- Four hour minimum charge per individual
- Overtime (over 8 working hours in one day) and/or weekend rates are 1.5 times the standard listed hourly rate
- Holiday rates are 2.0 times the standard listed hourly rates
- All travel and expenses are included I above listed standard rates



County Initials DK  
Contractor Initials MLC