



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/05/06

SUBJECT: Residential and Commercial Plans Review

DEPARTMENT: Community Development Department

RECOMMENDED MOTION:

Staff recommends that the City Council approve the "piggybacking" of Sumter County's Request for Proposal for it and authorize the Mayor and City Manager to execute a contract consistent with the terms of the Sumter County contract.

SUMMARY:

Sumter County solicited a Request for Proposal for Residential and Commercial Plans Review and Inspection Services. The contract agreement awarded from that RFP went to PDCS from Orlando, Florida. Since the City's staffing for plans review services is currently very low, we are requesting authorization to "piggyback" this agreement for the residential and commercial plans review services. Staff would like the authority to use PDCS when it is necessary for these services through September 30, 2007.

Funding for this is out of the other professional services account in the Building Depts. budget.

ATTACHMENTS: Ordinance Resolution Budget Resolution

Other Support Documents/Contracts Available for Review in Manager's Office

DEPARTMENT HEAD	<i>R. W. Wells</i>	Richard Wells, Community Development Director	Date <i>11/7/06</i>
FINANCE DEPARTMENT		Approved as to Budget Requirements	Date
CITY ATTORNEY	<i>D. J. Hest</i>	Approved as to Form and Legality	Date <i>11-22-06</i>
CITY MANAGER	<i>K. Lee</i>	Approved Agenda Item For:	<i>12/5/06</i>

COUNCIL ACTION: Approved as Recommended Disapproved
 Tabled Indefinitely Continued to Date Certain Approved with Modification:

From: Lukert, Skip [Harold.Lukert@sumtercountyfl.gov]

Sent: Wednesday, October 18, 2006 1:42 PM

To: Nicole Oliver

Subject: RE: Cohntract Renewal Letter

Nicole, The BOCC has approved the PDCS contract renewal last night Tuesday, 10-17-2006. What I would like to get from you (PDCS) is a letter of contract renewal stating the fees as presented and approved with services signed by your office and a place for the board chairman to sign. This document will be attached to board action in record, signed by BOCC chairman and a completed copy sent to you.

So that my request is not confusing the recording secretary for the board stated that IF the renewal package had two signature lines, one signed by PDCS when I submitted it for BOCC approval the chairman would have signed on the second line on the same form and it would have been enough.

This does not have to go back through the board.

Thanks,

Skip Lukert

From: Nicole Oliver [mailto:noliver@pdcsllc.com]

Sent: Friday, October 06, 2006 12:24 PM

To: Lukert, Skip

Subject: Cohntract Renewal Letter

Skip,

Attached please find a letter from George requesting a one-year renewal of our service agreement with the County. If you have any questions, or need any additional information, please feel free to contact me or George. Thanks.

Nicole Oliver

Director of Marketing and Operations

PDCS, LLC

5756 S. Semoran Blvd.

Orlando, Florida 32822

(407) 277-9795

(407) 277-6863 fax

******* Important Notice *******

The Board of Sumter County Commissioners is a public agency subject to Chapter 119 of Florida Statutes concerning public records.



Building Code
Administration and
Management Services



Main Office

5756 S. Semoran Blvd
Orlando, Florida 32828
(407) 277-9795
(407) 277-6863 fax

Branch Offices

12995 S. Cleveland Ave
Suite 212
Fort Myers, Florida 33907
(239) 936-8030
(239) 936-3720 fax

703 60th Street, Suite B
Bradenton, Florida 34208
(866) 440-PDCS
(941) 847-0972 fax

25 E. Liberty Ave.
Brooksville, Florida 34601
(352) 544-8301
(352) 544-8306 fax

6810 Whitetail Court
Melbourne, Florida 32940
(321) 757-7205
(321) 757-7206 fax



Providing Superior
Building Code Services
to Florida's Public
Agencies

October 6, 2006

Mr. Skip Lukert, Building Official
Building Department Manager
Division of Planning & Development
Sumter County, Florida
209 N. Florida Street
Bushnell, Florida 33513

**RE: Renewal of Agreement to Provide Residential and
Commercial Plan Review and Inspection Services**

Dear Skip,

As our first year of service in Sumter County comes to a close, I would like to take this opportunity to thank you for your continued support and utilization of PDCS, LLC. as a provider of supplemental building code services. Our staff has thoroughly enjoyed working with the County and we appreciate the opportunity to continue to assist your building department needs.

According to our original contract dated November 8th and attached for your convenience, our agreement was to remain in effect until September 30, 2006. The agreement also provided for an option to renew for two additional one year periods. At this time, PDCS is requesting the first annual renewal. Additionally, we are requesting that the County allow for a small increase in our hourly services rates to help offset the increasing costs of providing services. Fixed fee rates and all other terms and conditions should remain the same. Below is a table outlining the proposed new rate structure.

Discipline	Hourly Rate
Licensed Plans Examiner Residential and/or Commercial	\$67.50
Licensed Building Inspector Residential and/or Commercial	\$67.50
Building Code Administrator	\$88.25

If this request meets with your approval, we request that you finalize the contract renewal with the Board of County Commissioners and notify us in writing of the final determination.

Skip, I look forward another year of providing you and the County with flexible building department support and again appreciate the opportunity provided to PDCS, LLC.

Sincerely,

PDCS, LLC.

A handwritten signature in black ink, appearing to read "G. W. Dixon", with a stylized flourish extending to the right.

George W. Dixon
Chief Executive Officer

BOARD OF SUMTER COUNTY COMMISSIONERS
OF SUMTER COUNTY, FLORIDA

Printed Name, Title

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, made and entered into this 8th day of November, 2005, 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., a subsidiary of Page One Consultants, Inc. (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 PROJECT"), 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 September 30, 2006, 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 as per RFQ advertised by Sumter County in 2005 and PDCS, LLC.'s response to that Request for Proposals by this reference made a part of. Services will be on an as needed basis to be determined by the Building Official or his designee.

Section 3 – Compensation - For the Services to be performed, the COUNTY agrees to pay the CONTRACTOR according Exhibit "A" attached hereto and made a part of. Both hourly and fixed fee rates listed include all expenses (excluding travel) No mileage or wages shall be paid for travel to and from inspection locations. For each project, the COUNTY shall determine which fee schedule (fixed fee or hourly) the CONTRACTOR will utilize. Invoices will be rendered by CONTRACTOR to COUNTY monthly and become due upon receipt. 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.

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.
5780 Hoffner Avenue, Suite 401
Orlando, FL 32822

COUNTY: Sumter County Board of County Commissioners
County Administrator
209 North Florida Street
Bushnell, F1 33513

A copy of all notices to the COUNTY hereunder shall also be sent to:

Mr. Skip Lukert
Sumter County Building Department
209 North Florida Street
Bushnell, F1 33513

Section 7 – Amendments - This Agreement may only be amended by mutual written agreement of both Parties.

Section 8 – Insurance - During the term of this Agreement the CONTRACTOR shall procure and maintain professional liability, errors and omission insurance.

Section 9 - 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. 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.

Section 10 -County Responsibility - The COUNTY will notify the CONTRACTOR in writing, within seven (7) calendar days of any change in the service.

Section 11 - Default/Termination - This contract may be terminated without cause, by either party, by providing the other party not less than seven (7) calendar days written notice,

Section 12 - Timely Performance - All work will commence upon authorization from the County's representative. All work will proceed in a timely manner without delays.

Section 13 – Clams 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.

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

ATTEST:



Clerk of Circuit Court

[Signature]
DEPUTY CLERK

BOARD OF SUMTER COUNTY COMMISSIONERS
OF SUMTER COUNTY, FLORIDA

[Signature]
JOEY A. CHANDLER, CHAIRMAN

ATTEST:

[Signature]

Nicole L. Zessin, Secretary/Treasurer

Page Dixon Chandler Smith, LLC.

[Signature]

George W. Dixon, CBO, MPA - Managing Director

ATTACHMENT "A"

Hourly Rates

Discipline	Hourly Rate
Licensed Plans Examiner, Residential and/or Commercial	\$65.00
Licenses Building Inspector Residential and/or Commercial	\$65.00
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 in above listed standard rates

Fixed Fee Rates

Construction Cost	Total Permit Fee	Building Plan Review Fee	Building Inspection Fee
\$10,000 to \$50,000	\$100.00 for the first \$10,000, plus \$10 for each additional thousand or fraction thereof, to and including \$50,000	20% of the total permit fee	80% of the total permit fee
\$50,000 to \$250,000	\$900.00 for the first \$50,000, plus \$3 for each additional thousand or fraction thereof, to and including \$250,000	20% of the total permit fee	80% of the total permit fee
250,000 to \$1,000,000	\$3,750.00 for the first \$250,000, plus \$2 for each additional thousand or fraction thereof, to and including \$1,000,000	20% of the total permit fee	80% of the total permit fee
\$1,000,000 to \$5,000,000	\$10,450.00 for the first \$1,000,000, plus \$1.50 for each additional thousand or fraction thereof, to and including \$5,000,000	20% of the total permit fee	80% of the total permit fee
\$5,000,000 to \$12,000,000	\$38,450.00 for the first \$5,000,000, plus \$1.50 for each additional thousand or fraction thereof, to and including \$12,000,000	15% of the total permit fee	85% of the total permit fee
\$12,000,000 to \$25,000,000	\$59,450.00 for the first \$12,000,000, plus \$1.50 for each additional thousand or fraction thereof, to and including \$25,000,000	15% of the total permit fee	85% of the total permit fee
25,000,000 and up	\$78,950.00 for the first \$25,000,000, plus \$1.00 for each additional thousand or fraction thereof.	15% of the total permit fee	85% of the total permit fee

- No minimum hourly requirements
- Projects will be invoiced monthly based on the percentage of project competition at the end of each billing period
- All travel and expenses are included in above listed rates
- Overtime, weekend and/or holiday services will be charged a premium of \$90.00 per hour, one (1) hour minimum. This charge is in addition to the fixed fee