

**EXHIBIT A
CONTRACT**

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
PROFESSIONAL SERVICES AGREEMENT
NO.23-RFP00448/AP**

THIS Agreement made and entered into this _____ day of _____, 20____, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the County and Quorum Services, LLC, 203 N. Armenia Avenue Suite 102, Tampa, FL 33609 duly authorized to conduct business in the State of Florida, hereinafter called the Professional.

W I T N E S S E T H:

SECTION 1. The County does hereby retain the Professional to furnish certain services in connection with:

Various Services for Building Department Plan Reviews/Inspections – Residential and Commercial

SECTION 2. The Professional and the County mutually agree to furnish, each to the other, the respective services, information and terms as described in Exhibit "A", attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a supplemental written Agreement covering such modifications and the compensation to be paid therefor.

Reference herein to this Agreement shall be considered to include any supplement thereto and the Request for Proposals that resulted in this Agreement.

Reference herein to County Administrator shall mean the Hernando County Administrator or its designee.

SECTION 3. The services indicated in Exhibit "A" to be rendered by the Professional shall be commenced, subsequent to the execution of this Agreement, upon written notice from the Hernando County Administrator and or its designee and shall be completed within thirty-six (36) months from the date of issuance of the Purchase Order and /or Notice to Proceed.

SECTION 4. The Professional agrees to provide Project Schedule progress reports in a format acceptable to the County, either monthly or at intervals established by the County. The County will be entitled at all times to be advised, at its request, as to the status of work being done by the Professional and of the details thereof. Coordination shall be maintained by the Professional with representatives of the County. Either party to the Agreement may request and be granted a conference.

SECTION 5. In the event there are delays on the part of the County as to the approval of any of the materials submitted by the Professional, or if there are delays occasioned by circumstances beyond the control of the Professional which delay the project schedule completion date, the County shall grant to the Professional, by "Letter of Time Extension," an extension of the Contract time equal to the aforementioned delays, provided there are no changes in compensation or scope of work except those changes that may be agreed upon between the parties hereto.

It shall be the responsibility of the Professional to ensure at all times that sufficient Contract time remains within which to complete all services on the project. In the event there have been delays that would affect the project completion date, the Professional shall submit a written request to the County that identifies the reason(s) for the delay and the amount of time related to each reason. The County shall timely review the request and determine whether to grant all or part of the requested extension.

In the event Contract time expires and the Professional has not requested, or if the County has denied, an extension of the completion date, partial progress payments will be stopped on the date time expires. No further

payment for the project will be made until a time extension is granted or all work has been completed and accepted by the County.

SECTION 6. The Professional shall maintain an adequate and competent professional staff within the State of Florida and may associate with Specialists, Sub-Professionals, and/or other Professionals for the purpose of its services hereunder without additional cost to the County. Should the Professional desire to utilize other Specialists, Sub-Professionals, and/or Professionals in the performance of the work, the Professional shall be responsible for satisfactory completion of all such Specialists', Sub-Professionals' and/or other Professionals' work and may not assign or transfer work under this Agreement to other Specialists, Sub-Professionals, or Professionals unless approved in writing by the County. It is agreed that only Specialists, Sub-Professionals, and/or other Professionals which have been approved by an authorized representative of the County will be used by the Professional. It is also agreed that the County will not, except for services so designated herein or as may be approved by the County, permit or authorize the Professional to perform less than the total Contract work with other than its own organization.

SECTION 7. All final plans, documents, reports, studies, and other data prepared by the Professional will bear the endorsement of a person in the full employ of the Professional and duly registered in the appropriate professional category.

a) After the County's acceptance of final plans and documents, the Professional shall provide to the County a reproducible form of the Professional's drawings, tracings, plans, and maps. Upon completion of construction by the Contractor, the Professional shall furnish acceptable field verified "record drawings" of full-size prints. The Professional shall signify, by affixing an appropriate endorsement on every sheet of the record sets that the work shown on the endorsed sheets was reviewed by the Professional. In addition to the aforementioned documents in this subparagraph, the Professional shall submit three (3) final sets of operation and maintenance manuals.

b) The Professional shall not be liable for the County's use of said plans, documents, studies, or other data for any purpose other than stated in the Scope of Services, Exhibit "A," of this Agreement.

SECTION 8. All tracings, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of the County restricted to the terms of (7) above; and reproducible copies shall be made available upon County's request, at Professional's direct printing costs, to the County at any time during the period of this Agreement. The County will have the right to visit the site for inspection of the work and the drawings of the Professional at any time. Unless changed by written Agreement of the parties, said site shall be the address of the firm. Records of cost incurred under the terms of this Agreement shall be maintained and made available upon request of the County at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the County upon request at direct printing cost.

Records of cost incurred includes the Professional project accounting records, together with supporting documents and records of the Professional and all Specialists, Sub-Professionals and/or other Professionals performing work on the project, and all other records of the Professional and Specialists, Sub-Professionals and/or other Professionals considered necessary by the County for a proper audit of project costs.

Whenever travel costs are included in Exhibit B, the provisions of Section 112.061, Florida Statutes (Current Edition), shall govern as to reimbursable costs.

The Professional shall furnish to the County at direct printing cost all final work documents, papers, and letters or any other such materials which may be subject to the provisions of Chapter 119, Florida Statutes (Current Edition), made or received by the Professional in conjunction with this project. Failure by the Professional to provide such records shall be grounds for immediate unilateral cancellation of the Agreement by the County.

SECTION 9. The Professional shall comply with all federal, state, and local laws and ordinances applicable to the work or payment thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

SECTION 10. The County agrees to pay the Professional compensation as detailed in Exhibit B which is attached

hereto and made a part hereof. Unless otherwise agreed to, this is a lump sum Contract. No additional fees or expenses will be paid by the County.

SECTION 11. The Professional is employed to render a professional service only and payments made to the Professional are compensation solely for such services rendered and recommendations made in carrying out the work. The Professional shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with sound engineering and professional consulting practices and principles.

In performing construction phase services, the Professional may be requested to act as agent of County. The Professional's review or supervision of work prepared or performed by other individuals or firms employed by the County shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

SECTION 12. The County may terminate this Agreement in whole or in part at any time the interest of the County requires such termination.

- a) If the County reasonably determines that the performance of the Professional is not satisfactory, the County shall have the option of:
 - 1) immediately terminating the Agreement and paying the Professional for work reasonably and satisfactorily performed hereunder through the date of termination; or
 - 2) notifying the Professional of the deficiency requiring that the deficiency be corrected within a reasonable specified time, and terminating the Agreement at the end of the specified time if the Professional does not correct the deficiency. If the County terminates the Agreement, it shall pay the Professional for the work satisfactorily completed to such specified date.
- b) If the County requires termination of the Agreement for reasons other than unsatisfactory performance of the Professional, the County shall notify the Professional of such termination and specify the state of work at which time the Agreement is to be terminated, and the Professional shall be entitled to receive payment for all work reasonably, satisfactorily performed hereunder through the date of termination. An allowance for satisfactory work in progress but not yet completed shall be made.
- c) If the Agreement is terminated before performance is completed, the Professional shall be paid for work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed the percentage of the work performed.

SECTION 13. Adjustment of compensation and Contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be left County's absolute discretion. The parties shall commit such adjustment to a written supplemental agreement.

SECTION 14. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 15. The Professional shall procure and maintain professional liability insurance as required in the Request for Proposals that resulted in this Agreement.

The Professional will also cause professional Specialists and/or Sub-Professionals retained by Professional for the project to procure and maintain comparable professional liability insurance coverage. Before commencing the work, the Professional shall furnish the County a certificate(s) showing compliance with this paragraph (Exhibit C). *Said certificate(s) shall provide that policy(s) shall not be changed or canceled until thirty (30) days prior written notice has been given to the County; Hernando County is named as additional insured as to Commercial General Liability and Certificate Holder must read: Hernando County Board of County Commissioners.*

SECTION 16. The Professional warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Professional, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

- a) For the breach of violation of Paragraph (16) 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 17. Unless otherwise required by law or judicial order, the Professional agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement without first notifying the County and securing its consent in writing. The Professional also agrees that it shall not publish, copyright or patent any of the site-specific data furnished in compliance with this Agreement; it being understood that, under Paragraph 8 hereof, such data or information is the property of the County. This does not include materials previously or concurrently developed by the Professional for "In House" use. Only data generated by Professional for work under this Agreement shall be the property of the County.

SECTION 18. Standards of Conduct - Conflict of Interest - The Professional covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes (Current Edition) as it relates to work performed under this Contract, which standards are hereby incorporated and made a part of this Contract as though set forth in full. The Professional agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

SECTION 19. The County reserves the right to suspend, cancel or terminate the Agreement, without penalty, in the event one or more of the Professional's Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the Professional for or on behalf of the County under this Agreement. It is understood and agreed that in the event of such termination, reproducible copies of all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the County in conformity with the provisions of Paragraph 8 hereof. The Professional shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 12 hereof. The County also reserves the right to terminate or cancel this Agreement in the event the Professional is placed in either voluntary or involuntary bankruptcy or if an assignment is made for the benefit of creditors. The County further reserves the right to suspend the qualifications of the Professional to do business with the County upon any such indictment or direct information. In the event that any such person is found not guilty or if the indictment or direct information is dismissed, the County Administrator shall immediately lift the suspension.

SECTION 20. Professional shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Professional and other persons employed or utilized by Professional in the performance of the Contract.

SECTION 21. All notices required to be served on the Professional shall be served by Registered or Certified mail, Return Receipt Requested, to Professional's address and all notices required to be served upon the County shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604.

SECTION 22. Hernando County reserves the right to audit the Professional's records relating to equipment, goods or services and expenditures related to this Agreement, whether express or implied. Such records include, but are not limited to: all books, records, and memoranda of every description pertaining to the work under this Agreement.

Hernando County further reserves the right to reproduce any of the documents mentioned in this section.

SECTION 23. Unless otherwise required by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this Agreement shall be litigated in the appropriate court in Hernando County, Florida, or the United States District Court, Middle District of Florida. IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL AND EACH SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES.

SECTION 25. INTERPRETATION

This Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 26. TRAVEL

Engineering firms (Professional) requesting travel and subsistence reimbursement shall comply with Section 112.061, Florida Statutes (Current Edition).

SECTION 27.

- Attachments:
- Exhibit "A" Scope of Services
- Exhibit "B" Compensation and Method of Payment
- Exhibit "C" Certificate of Insurance
- Exhibit "D" Notice to Proceed
- Exhibit "E" Request for Proposals (23-RFP00448/AP)

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____ Date: _____
Douglas A. Chorvat, Jr., Clerk of Circuit Court

_____ Date: _____
Chair

(QUORUM SERVICES LLC)

Witness Michelle Stahlgren

By 
Printed Name and Title of Professional

EXHIBIT A – SCOPE OF SERVICES

5. SCOPE OF WORK

Review the Scope of Work and Evaluation Criteria thoroughly. Responses should include relevant information that will assist the County in evaluating each proposal based on the Scope of Work and Evaluation Criteria sections.

5.1. Scope of Work: Specifications

On an as-needed basis, the bidder shall provide the following fully qualified and Florida licensed staff, as required, to support residential as well as commercial operations of Hernando County's Building Division.

A. Plans Examiner Support Services:

1. Provide plan check services which result in comments being provided to the client and Hernando County
2. Provide plan check for all project types including, but not limited to residential or commercial improvements.
3. Plan review consists of, but is not limited to, reviewing plans or documents for compliance with construction code
4. Deliver approved drawings and other construction documents bearing the professionals approval stamp(s)
5. If agreed upon, an electronic/digital version of the stamped and approved plans and documents is acceptable
6. Residential plan reviews shall be completed and returned no later than 15 business days from receipt of initial request

B. Inspection Support Services:

1. Provide inspection services within a minimal time frame from the time an inspection request is made for an active building permit.
2. Provide inspection services for all commercial and residential project types including, but not limited to:
 - i. new commercial structures,
 - ii. tenant improvements,

- iii. new single family dwellings,
- iv. additions,
- v. alterations,
- vi. accessory buildings,
- vii. swimming pools.

3. Inspection services consist of, but are not limited to, inspection of each phase of construction based on approved plans and/or documents for compliance with the construction codes.

4. Inspection results must be recorded at job site and reported back to Hernando County Building Division same business day of inspection or next business day.

5. If agreed upon, remote inspections via various means of technology are acceptable providing that the process meets all criteria as provided in the latest editions of the Florida Building Code (FBC)

NOTE: Plan Review and Inspection Support Services require adherence to latest editions of Florida Building Code (FBC) through appropriate state licensed inspectors authorized to inspect in accordance with the FBC.

5.2. Scope of Work: Performance Requirements and Timeliness

A. Plan Reviews and Inspection Support Services will be performed during Hernando County standard business hours. Hernando County standard business hours are defined as hours between 7:30am to 4:00pm EST, Monday thru Friday, excluding evenings, weekends or County observed and/or National Holidays. All daily inspections must be scheduled appropriately to conclude performance of the inspector's duties no later than 4:00pm daily.

B. Residential Plan Reviews should be completed and returned to Hernando County no later than 15 business days from receipt of initial request.

C. Personnel and operations shall be responsive to the needs of the County, shall perform in accordance with County programs, policies and procedures.

D. If needed, personnel shall be made available to the County, upon request, to support emergency operations.

5.3. Scope of Work: Work Products Required - Contractor's Responsibility

- A. Contractor will provide all appropriate electronic approvals, along with signed and notarized plan compliance affidavits to Hernando County.
- B. Contractor will provide all inspection results to the County.
- C. Contractor will properly post inspection results to the permit placard prior to leaving any job site.
- D. Contractor will have quality assurance procedures in place to ensure accuracy of all assigned work.

5.4. Minimum Qualifications

Plan Review and Inspection Support Services will be performed by licensed professionals under Chapters 468, 471 and 481, Florida Statutes (current version) who are licensed in their respective trades (Electrical, Mechanical, Plumbing and Building Inspectors and Plans Examiners) through DBPR (Florida Department of Business and Professional Regulation) or current State of Florida Registration as an Architect or Engineer.

EXHIBIT B – COMPENSATION AND METHOD OF PAYMENT

GROUP A: SINGLE FAMILY RESIDENTIAL (SFR) PLAN REVIEW

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	REVIEW - Remodel or Repair of Existing SFR	1	each	\$75.00	\$75.00
2	RE-REVIEW (Remodel or Repair)	1	each	\$50.00	\$50.00
3	REVIEW - New Construction excluding outside/separate structures	1	each	\$175.00	\$175.00
4	RE-REVIEW (New Construction)	1	each	\$125.00	\$125.00
5	REVIEW - Additions or Enclosures (Porch, Patio, Screen Room, Pool, Spa)	1	each	\$125.00	\$125.00
6	RE-REVIEW - Additions or Enclosures (Porch, Patio, Screen Room, Pool, Spa)	1	each	\$75.00	\$75.00
7	Supplemental Plan Review (exceeding initial and re-review)	1	each	\$75.00	\$75.00

GROUP A: MINIMUM INSPECTIONS REQUIRED BY VENDOR (SFR)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
8	Number of minimum inspections required - residential	10	each	\$45.00	\$450.00
9	Number of minimum inspections required - commercial	10	each	\$65.00	\$650.00
TOTAL					\$1,100.00

GROUP B: COMMERCIAL PLAN REVIEW

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
10	REVIEW - Remodel or Repair of Existing SFR	1	each	\$95.00	\$95.00
11	RE-REVIEW (Remodel or Repair)	1	each	\$95.00	\$95.00
12	REVIEW - New Construction excluding outside/separate structures	1	each	\$95.00	\$95.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
13	RE-REVIEW (New Construction)	1	each	\$95.00	\$95.00
14	REVIEW - Additions or Enclosures	1	each	\$95.00	\$95.00
15	RE-REVIEW - Additions or Enclosures	1	each	\$95.00	\$95.00
16	SUPPLEMENTAL PLAN REVIEW exceeding initial and re-review	1	each	\$95.00	\$95.00

GROUP B: MINIMUM INSPECTIONS REQUIRED BY VENDOR (COMMERCIAL)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
8	Number of minimum inspections required - residential	10	each	\$45.00	\$450.00
9	Number of minimum inspections required - commercial	10	each	\$65.00	\$650.00
TOTAL					\$1,100.00

GROUP C: IN-PERSON INSPECTION SUPPORT SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	Inspection Services - Residential	1	each	\$45.00	\$45.00
18	Inspection Services - Commercial	1	each	\$65.00	\$65.00
TOTAL					\$110.00

GROUP C: MINIMUM IN-PERSON INSPECTIONS REQUIRED (IN-PERSON)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
19	Number of minimum inspections required - residential	10	each	\$45.00	\$450.00
20	Number of minimum inspections required - commercial	10	each	\$65.00	\$650.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					\$1,100.00

ADDITIONAL SERVICES AND RELATED FEES - STANDARD BUSINESS HOURS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
27	Principal	1	Hour	\$200.00	\$200.00
28	Professional Engineer (any discipline)	1	Hour	\$200.00	\$200.00
29	Architect/Designer	1	Hour	\$200.00	\$200.00
30	Business Development Manager	1	Hour	\$200.00	\$200.00
31	Project Manager - Off Site	1	Hour	\$200.00	\$200.00
32	Project Manager - On Site	1	Hour	\$250.00	\$250.00
33	Inspector (one discipline)	1	Hour	\$75.00	\$75.00
34	Inspector (multi-discipline)	1	Hour	\$85.00	\$85.00
35	Fire Plans Examiner or Inspector	1	Hour	\$100.00	\$100.00
36	Administrative Assistant	1	Hour	\$75.00	\$75.00
37	Clerical Assistant	1	Hour	\$60.00	\$60.00

ADDITIONAL SERVICES AND RELATED FEES - NON-STANDARD BUSINESS HOURS

Including Declared Disaster Events

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
38	Principal	1	Hour	\$200.00	\$200.00
39	Professional Engineer (any discipline)	1	Hour	\$200.00	\$200.00
40	Architect/Designer	1	Hour	\$200.00	\$200.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
41	Business Development Manager	1	Hour	\$200.00	\$200.00
42	Project Manager - Off Site	1	Hour	\$200.00	\$200.00
43	Project Manager - On Site	1	Hour	\$250.00	\$250.00
44	Inspector (one discipline)	1	Hour	\$75.00	\$75.00
45	Inspector (multi-discipline)	1	Hour	\$85.00	\$85.00
46	Fire Plans Examiner or Inspector	1	Hour	\$100.00	\$100.00
47	Administrative Assistant	1	Hour	\$75.00	\$75.00
48	Clerical Assistant	1	Hour	\$60.00	\$60.00

REIMBURSABLE - OUT OF POCKET EXPENSES

Line Item	Description	Unit of Measure	Percentage
49	Copies, Prints, Plots/Blueprints, Courier Fees, Priority Mail/Service Providers and alike	Cost plus Percentage	10%

REIMBURSABLE - BUSINESS USE VEHICLE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
50	Mileage - Business Use Vehicle	1	Mile	\$0.67	\$0.67