



## MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 1/1/2023	Contract Number: 21-0937A Title: Building Plan Review and Inspection Services Effective Date: 01/01/2022
Contracting Officer: Bill Ponko E-mail: Bill.Ponko@Lakecountyfl.gov Telephone Number: 352-343-9489	Contractor Name and Address:  Name: American Building Safety Associates, Inc. Address: 14049 Vista Dela Lago Blvd. City: Clermont, FL 34711 ATTENTION: John O'Connor, President
Issued By: <div style="text-align: center;">             Procurement Services              Lake County Administration Building              315 W. Main St., Suite 441              Tavares, Florida 32778-7800           </div>	
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
<b>DESCRIPTION OF MODIFICATION:</b> Contract Modification to extend for one (1) year expiring December 31, 2023.	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: <u>John O'Connor</u> Print Name: <u>John O'Connor</u> Title: <u>President</u> Date: <u>September 19, 2022</u> E-mail: <u>joconnor@americanbuildingsafetyassociates.com</u> Secondary E-mail: <u>info@americanbuildingsafetyassociates.com</u>	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: <u>[Signature]</u> Print Name: <u>William Ponko</u> Title: <u>Contracting Officer</u> Date: <u>9/19/22</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

John O'Connor

Digitally signed by John O'Connor  
 DN: cn=John O'Connor, o=American Building Safety Associates, Inc., email=joconnor@americanbuildingsafetyassociates.com, c=US  
 Reason: I am approving this document  
 Content type: pdf/1.4 (application/pdf)  
 Date: 2022.09.19 12:27:44-0400

**CONTRACT FOR  
BUILDING PLAN REVIEW AND INSPECTION SERVICES  
RFP# 21-0937A**

This is a contract between Lake County, Florida, a political subdivision of the State of Florida, referred to in this contract as COUNTY, and American Building Safe Associates, Inc., a Florida for profit corporation, its successors and assigns, referred to in this contract as CONSULTANT.

**WITNESSETH:**

**WHEREAS**, the COUNTY publicly submitted a Request for Proposal (RFP) #21-0937A seeking firms or individuals qualified to provide building plan review and inspections services for COUNTY; and

**WHEREAS**, CONSULTANT wants to perform such services subject to the terms of this contract; and

**WHEREAS**, the provision of such services will benefit the parties and the residents of Lake County, Florida.

**THEREFORE**, the parties agree as follows:

1. The foregoing recitals are incorporated herein.
2. The purpose of this contract is for CONSULTANT to perform building, electrical, mechanical, plumbing, and fire safety inspections and plan review services as required by Chapter 533, Florida Statutes, hereinafter referred to as the "Service."
3. Scope of Professional Services. On the terms and conditions set forth in this contract, the COUNTY hereby engages the CONSULTANT to provide plans examiner and inspection services on an as needed and ongoing basis in accordance with the Scope of Services, attached and incorporated by reference as **Exhibit A** ("Service"). It is understood that the Scope of Services may be modified by change order, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY's Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONSULTANT upon request.
4. Term. This contract will be for an initial one (1) year term with the option for two (2) subsequent (2) year renewals. Renewals are contingent upon mutual written agreement. The contract will commence upon the first day of the next calendar month after Board approval. This contract remains in effect until completion of the expressed and implied warranty periods.
5. Licenses and Permits. CONSULTANT will be solely responsible for obtaining all necessary approvals and permits to complete the service. CONSULTANT will remain appropriately licensed throughout the course of the service. Failure to maintain all required licenses will entitle the COUNTY to terminate this contract. CONSULTANT will be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.
6. E-Verify. The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the CONSULTANT during the term of this contract. The CONSULTANT shall include in all contracts with subcontractors and subconsultants performing work pursuant to any contract arising from this contract an express requirement that the subcontractors utilize the U.S. Department of

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Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of this contract.

7. Accuracy. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the Services furnished under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the Services provided in this contract. All work must be performed in accordance with good commercial practice.

8. Payment. The COUNTY shall pay and the CONSULTANT shall accept as full and complete payment for the timely and complete performance of its obligations under this contract as provided in the Pricing Sheet contained within **Exhibit B**, and not to exceed seventy five thousand fifty five dollars and zero cents (\$75,255.00) per year.

Any hourly rate quoted will be deemed to provide full compensation to the CONSULTANT for labor, supervision, equipment use, travel time, and all other costs associated with providing the services needed to satisfactorily complete all work provided. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

The CONSULTANT shall submit progress invoices to the Lake County Office of Building Services no more than thirty (30) days after performance of Service. All invoices must contain the solicitation number, date and location of delivery or service, purchase order number, confirmation of acceptance of the goods or services by the appropriate COUNTY representative, and a detailed description of services provided.

Service \$25,000 and Under: The COUNTY shall provide a lump sum payment when any Service task is completed by the CONSULTANT and approved by the COUNTY. The CONSULTANT shall submit a fully documented invoice that provides the basic information set forth in the invoice before the COUNTY provides payment. If requested, the COUNTY may allow progress payments, but is under no obligation to do so and the specifics of the progress payments will be at the sole discretion of the COUNTY.

Service Greater than \$25,000: The CONSULTANT may receive periodic payments on a thirty (30) day interval for Service tasks completed during that period by the CONSULTANT and approved by the COUNTY. Retention of funds will be held in accordance with Florida Prompt Payment Act. The CONSULTANT shall submit a fully documented invoice that provides the basic information set forth below before the COUNTY provides payment.

The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate County using department. The COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.

9. Funding. In the event any part of this contract or the Service, is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements will be supplied to the CONSULTANT by the COUNTY upon request.

10. County Responsibilities. The COUNTY shall pay in accordance with the provisions set forth in this contract. The COUNTY retains the right to inspect all work to verify compliance with this contract. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

11. Contract Documents.

A. Definitions: For purposes of this contract, the term "contract documents" includes all bid documents, drawings, the Scope of Services, attachments to this contract, and provisions within this contract, along with any change orders or amendments to this contract. It is the intent of the contract documents to describe a functionally complete Service which defines the scope of work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Service, whether such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

B. Contract Documents: The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, will be provided or executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction or operation of the Service as herein specified, or should any error or disagreement between the specifications and drawings exist or appear to exist, CONSULTANT will not derive unjust benefit thereby, or use such disagreement counter to the best interests of the COUNTY. CONSULTANT will immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

C. Completion of the Scope of Services. CONSULTANT will give the work the attention necessary to assure the scheduled progress and will cooperate with the COUNTY and with other CONSULTANTS on the job site. All work will be done in accordance with the contract documents. When not specifically identified in the technical specifications, such materials and equipment will be of a suitable type and grade for the purpose. All material, workmanship, and equipment will be subject to the inspection and approval of the COUNTY.

12. Consultant Personnel. In submitting a proposal, the vendor is representing that each person listed or referenced in the proposal will be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the vendor must be able to promptly provide a qualified replacement. In the event the vendor wishes to substitute personnel, the vendor shall propose a person with equal or higher qualifications and each replacement person is subject to prior written COUNTY approval. In the event the requested substitute person is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to cancel the contract for cause.

13. Changes in the Scope of Services.

A. The COUNTY may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures make changes within the general scope of this contract. If additional work or other changes are required, an offer will be requested from the CONSULTANT. Upon negotiation of the offer, execution and receipt of the Change Order, the CONSULTANT shall commence performance of the work as specified.

B. The CONSULTANT shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the CONSULTANT performs additional work beyond the specific requirements of this contract without an executed Change Order, it shall be at the CONSULTANT'S own risk. The COUNTY assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

14. Claims and Disputes.

A. Claims by CONSULTANT will be made in writing to the COUNTY within two business days after the commencement of the event giving rise to such claim or CONSULTANT will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in Work."

B. CONSULTANT will proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY will continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by CONSULTANT will be resolved in the following manner:

- i. Upon receiving the claim and supporting data, the COUNTY will within 15 calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONSULTANT will then have 15 calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is.
- ii. If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half the expense of mediation. If the COUNTY declines to mediate the dispute, CONSULTANT may bring an action in a court of competent jurisdiction in and for Lake County, Florida.
- iii. Claims by the COUNTY against CONSULTANT will be made in writing to the CONSULTANT as soon as the event leading to the claim is discovered by the COUNTY. CONSULTANT will respond in writing within 15 calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY will have the option to submit the matter to mediation as set forth in (C)(ii) above.
- iv. Arbitration will not be considered as a means of dispute resolution.
- v. No claim for damages or any claim other than for an extension of time will be made or asserted against the county by reason of any delays. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve CONSULTANT of its duty to perform or give rise to any right to damages or additional

compensation from the COUNTY. CONSULTANT expressly acknowledges and agrees that CONSULTANT will receive no damages for delay. This provision will not preclude recovery or damages by CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT will be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

15. Waiver of Claims. CONSULTANT'S acceptance of final payment will constitute a full waiver of any and all claims by the CONSULTANT against the COUNTY arising out of the contract or otherwise related to the Service, except those previously made in writing and identified by CONSULTANT as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY will be deemed a waiver of the COUNTY'S rights to enforce any continuing obligations of CONSULTANT or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

16. Recovery Rights Subsequent to Final Payment. The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of CONSULTANT be discovered after the final payment has been made, to claim and recover from CONSULTANT by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

17. Termination. This contract may be terminated by the COUNTY upon 10 calendar days advance written notice to the other party; but if any work, service, or task hereunder is in progress but not completed on the date of termination, then this contract may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. Termination for Convenience. In the event this contract is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 10 calendar day advance written notice, the COUNTY will reimburse CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of CONSULTANT will be excluded from the foregoing provision. Termination costs, if any, will not apply. The 10-calendar day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this contract will be canceled, and CONSULTANT will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this contract.

18. Assignment of Contract. This contract will not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve CONSULTANT of liability and obligations under this contract and all transactions with the COUNTY must be through CONSULTANT. Additionally, unless otherwise stipulated herein, CONSULTANT will notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this contract for default.

19. Insurance.

A. CONSULTANT will purchase and maintain at all times during the term of this contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONSULTANT against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONSULTANT under the terms and provisions of the contract. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONSULTANT to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONSULTANT in accordance with the following minimum limits:

- i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability Included	

- ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000
- iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.
- iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000
- v. Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

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C. CONSULTANT must provide a minimum of 30 days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONSULTANT must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND  
THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONSULTANT will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONSULTANT or subcontractor providing such insurance.

I. CONSULTANT will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, will relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

20. Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners and employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. Additionally, the CONSULTANT agrees to indemnify, and hold the COUNTY and its agents, officers, commissioners, and employees, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees, subconsultants, or representatives, in the performance of the CONSULTANT's duties as set forth in this contract.

21. Risk of Loss. CONSULTANT assumes the risk of loss of damage to the COUNTY'S property during possession of such property by CONSULTANT, and until delivery to and acceptance of that



property to the COUNTY. CONSULTANT will immediately repair, replace, or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONSULTANT or a third party.

23. Independent CONSULTANT. The CONSULTANT, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. Additionally, the CONSULTANT, its employees, contractors, and subconsultants at no time will be considered as an officer, employee or agent of the State of Florida, DEO, or FDOT. The CONSULTANT will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

24. Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this contract, CONSULTANT will surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to CONSULTANT by the COUNTY pursuant to this contract.

25. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONSULTANT, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

26. Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this contract, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person will have any such interest at any time during the term of this contract unless approved by the COUNTY.

27. Retaining Other Consultants. Nothing herein will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this contract. While the COUNTY has listed all major items which are utilized by the COUNTY'S offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this contract. Under these circumstances, a COUNTY representative will contact CONSULTANT to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONSULTANT, another vendor or to acquire the items through a separate solicitation.

28. Accuracy. During this contract, CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished hereunder. CONSULTANT will, without additional compensation, correct or revise any errors, omissions, or other deficiencies in resulting from the services provided herein.

29. **Right to Audit.** The COUNTY reserves the right to require the CONSULTANT to submit to an audit, by any auditor of the COUNTY's choosing. The CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this contract at its place of business during regular business hours. The CONSULTANT shall maintain and retain all books, records, and documents pertaining to this contract in accordance with generally accepted accounting procedures and practices and upon request make them available to the COUNTY for five (5) complete calendar years following expiration of the contract or all requirements of the DEO Agreement are satisfied, whichever is longer. The CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

If the CONSULTANT provides technology services, the CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONSULTANT'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONSULTANT.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit must be reimbursed to the COUNTY by the CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY's audit findings to the CONSULTANT.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONSULTANT in performance of any work under this contract.

CONSULTANT understands and agrees to comply with Section 20.055(5), Florida Statutes.

30. **Force Majeure.** The parties will exercise every reasonable effort to meet their respective obligations hereunder, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems or any other cause beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

31. **Public Records**

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONSULTANT will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT will comply with the Florida Public Records' laws, and will:

- i. Keep and maintain public records required by the COUNTY to perform the services identified herein.
- ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.
- iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**C. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT [PURCHASING@LAKECOUNTYFL.GOV](mailto:PURCHASING@LAKECOUNTYFL.GOV).**

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

32. This contract is governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this contract will lie in Lake County, Florida.

33. Neither party may assign any rights or obligations under this contract to any other party unless specific written permission from the other party is obtained.

34. This contract will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

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35. This contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

36. The failure of any party hereto at any time to enforce any of the provisions of this contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, every provision of this contract.

37. During the term of this contract the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONSULTANT employees or applicants for employment. The CONSULTANT understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance.

38. The CONSULTANT will at all times comply with all Federal, State and local laws, rules and regulations.

39. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five years. The COUNTY may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

40. With the consent of the CONSULTANT, other agencies may make purchases in accordance with the contract. Any such purchases will be governed by the same terms and conditions as stated herein except for a change in agency name. In addition, although this contract is specific to a County department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein. A contract modification will be issued by the COUNTY identifying the requirements of the additional County department(s).

41. The CONSULTANT will act as the prime CONSULTANT for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONSULTANT will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this contract. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors will be made without consent of the COUNTY. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

42. The invalidity or unenforceability of any particular provision of this contract will not affect the other provisions hereof, and this contract will be construed as if such invalid or unenforceable provisions were omitted.

43. This contract is intended by the parties hereto to be the final expression of their contract, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or contracts to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

**CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937A**

44. Wherever provision is made in this contract for the giving, service or delivery of any notice, statement or other instrument, such notice will be in writing and will be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

**If to CONSULTANT:**

American Building Safety Associates, Inc.  
John O'Conner, President  
14049 Vesta Dela Lago Blvd  
Clermont, FL 34711

**If to COUNTY:**

Lake County Manager  
315 West Main Street  
P.O. Box 7800  
Tavares, Florida 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

45. Scope of Contract. This contract is intended by the parties to be the final expression of their contract, and it constitutes the full and entire understanding between the parties with respect to the subject of this contract, notwithstanding any representations, statements, or contracts to the contrary previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

This contract contains the following attachments, all of which are incorporated in this contract:

Exhibit A	Scope of Services
Exhibit B	Pricing Sheet

[SIGNATURE PAGE FOLLOWS.]

**CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937A**

**IN WITNESS WHEREOF**, the parties have signed this contract through their authorized representative on the dates under each signature:



AMERICAN BUILDING SAFETY ASSOCIATES,  
INC.

By: John L O'Connor  
John L. O'Conner President

This 16th day of November, 2021.

BOARD OF COUNTY COMMISSIONERS  
OF LAKE COUNTY, FLORIDA

[Signature]  
\_\_\_\_\_, Chairman

This 21<sup>st</sup> day of December, 2021

ATTEST:

[Signature]  
Gary J. Cooney, Clerk  
Board of County Commissioners of  
Lake County, Florida



Approved as to form and legality:

[Signature]  
Melanie Marsh, County Attorney

**Exhibit A  
Scope of Services**

**EXHIBIT A – SCOPE OF SERVICES**

**21-0937**

**Building Plan Review and Inspection Services (Not Engineering)**

**1. SCOPE OF SERVICES**

This is an indefinite quantity contract with no guarantee services will be required. There is no guaranteed minimum or maximum dollar amount or volume to be expended on any contracts resulting from this solicitation. Quantities are estimates only and not a guaranteed quantity to be expended under any resulting contract.

**1.1. Background**

The Lake County Office of Building Services is requesting proposals from qualified and experienced vendors to perform building, electrical, mechanical, plumbing, and fire safety inspections and plan review services as required by Chapter 553, Florida Statutes. The individuals performing the duties must be licensed or certified as required by Part XII, Chapter 468 Florida Statutes and Chapter 633, Florida Statutes.

**1.2. Project Scope**

Lake County desires to contract for Plans Examiner and Inspection services on an as needed and ongoing basis to perform commercial, residential and accessory structure plan reviews and residential and commercial building inspections (building, roofing, plumbing, gas, electric, mechanical HVAC, fire safety) for structures in which permits have been applied for or issued by the County. These services shall be utilized by developers, builders and citizens desiring or needing plan review and inspections. The County reserves the right to award to more than one vendor. The vendors will act as an as-needed independent contractor and not as an employee of the County.

**1.3. Qualifications of Personnel**

**a. Plans Examiners**

Each plans examiner must maintain a current, active Building, Electrical, Mechanical and Plumbing Plans Examiner License from the State of Florida, Department of Business and Profession Regulation, or be an Architect or Engineer that is registered with the State of Florida. The estimated annual need for these services is two hundred fifty (250) hours.

**b. Inspectors**

Each inspector must maintain a current, active license from the State of Florida, Department of Business and Professional Regulation in one or more of the following categories:

- 1 & 2 Family Dwelling Inspector License;
- Building Inspector License;
- Building plus One Trade (Electrical, Mechanical, or Plumbing) Inspector License;
- Building, 1 & 2 Family Dwelling, Electrical, Mechanical, and Plumbing Inspector License.

Or the inspectors may be an Architect or Engineer registered with the State of Florida.

The County will state in its request for service which type of inspector is required. Should the requested type of inspector not be available, and the vendor provides a higher licensed inspector, the County will be invoiced at the lower inspector rate. The estimated annual need for these services is one thousand (1,000) hours.

**c. Fire Safety Plans Examiner and Inspector**

Page 1 of 3

**EXHIBIT A – SCOPE OF SERVICES**

**21-0937**

**Building Plan Review and Inspection Services (Not Engineering)**

Each plans examiner and inspector must maintain current, active Fire Safety licenses certified by the Division of State Fire Marshal as required by Chapter 633, Florida Statutes.

The estimated annual need for these services is one hundred twenty-five (125) hours for fire safety plans examiner and one hundred twenty-five (125) hours for fire inspector.

**1.4. Responsibilities of Vendor**

- a. Review and process construction plans for issuance of building permits on an as-needed basis. Inspection and plans review services must include, but not be limited to building, roofing, mechanical (HVAC), plumbing, structural, electrical, fire safety, as well as providing all administrative documentation as required by the County.
- b. Inspect permitted construction within the County for compliance with the current Florida Building Code, National Electric Code, Florida Fire Prevention Code, County codes and ordinances and permitted plans and specifications.
- c. Prepare and deliver to Lake County written reports of inspections and investigations of complaints and other reports as may be reasonably requested by the County. High quality electronic copies are acceptable; file type must be compatible with Lake County. County inspection forms and processes must be used as well as entering information into the software used by the Building Services Division.
- d. Contact contractors, architects, engineers and citizens about construction projects, code questions and other concerns.
- e. Perform other duties related to or incidental to inspectors and plans reviewers' primary duties as described and that the County may from time to time assign. The duties and responsibilities may change from time to time. These duties may include, but not be limited to, Housing Standard Inspections.
- f. As workload expands it is expected that the workforce will be increased so that scheduled daily inspections are completed that day. As workload varies, it is expected that the vendor's workforce is adjusted in a like manner so that scheduled daily inspections are completed each day.
- g. Perform these duties during normal business hours of 7:30 AM to 5:30 PM, Monday through Friday, or as may be altered with mutual agreement.
- h. In the event of a hurricane/emergency, the vendor will provide emergency twenty-four (24) hour Building Code services to survey damage to structures.
- i. A representative of the vendor must attend one (1) monthly meeting to maintain consistency; attendance will be at no additional cost to the County.

**1.5. Operational Procedures**

The County will contact the vendor by email specifying the number of inspectors, plans examiners and the approximate hours or days that will be needed.

The vendor will be required to provide the requested inspection and plans review services within twenty-four (24) hours of receiving the email from the County requesting such services.

**1.6. County Assistance to be Provided and Report Preparation**

Page 2 of 3



**EXHIBIT A – SCOPE OF SERVICES**

**21-0937**

**Building Plan Review and Inspection Services (Not Engineering)**

- a. The County will provide office space, desks, desk chairs, file cabinets, local phone service and use of a photocopier, fax machine, scanners, computers and county software during the term of contract. The individual or vendor will be responsible for its long-distance phone charges other than those related to County business, office supplies and other equipment necessary for the performance of its responsibilities.
- b. The County will provide permitting staff for the processing of applications and issuance of permits. County staff will collect all fees and maintain records associated with application, reviews, and inspections of permitted structures or activities.
- c. The County provides the zoning staff to perform plot plan review and issuance of zoning clearances.
- d. The County will retain all records and documents. The vendor is permitted to make and maintain duplicate copies of the files, record, and documents at their own expense; however, in no way will the confidentiality as permitted by applicable law be breached.
- e. Training and cost of training is the responsibility of the Vendor.

**1.7. Special Conditions of Proposed Contract**

**a. Permits, Taxes, Licenses, Insurance**

The vendor must, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to the contract.

**b. Laws and Ordinances**

The vendor must observe and comply with all Federal, State and Local laws, ordinances, rules, regulations and professional standards that would apply to the contract.

**c. Selling, Transferring or Assigning of Contract**

No contract awarded under these terms, conditions and specifications will be sold, transferred, or assigned without the written approval of the County.

**d. Addition or Deletion of Services**

The County may require additional services that may not be specifically listed in the RFP. The vendor agrees to provide such services and must provide the County with prices on such additional items based on a formula or method that is the same as, or similar to that used in establishing the prices in this RFP. If the prices or contractual terms offered are not acceptable to the County and the situation cannot be resolved to the satisfaction of the County, the County reserves the right to procure those items from other vendors.

**e. Continuity of Inspections**

For each discipline (building, plumbing, electrical, fire safety, or mechanical HVAC), there will be no more than two (2) individual inspectors providing inspections for each project.

*[The remainder of this page intentionally left blank]*

**CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937A**

**Exhibit B  
Pricing Sheet**

**ATTACHMENT 2 - PRICING SHEET**

**21-0937**

**Building Plan Review Inspection Services**

ITEM #	ITEM DESCRIPTION	HOURLY RATE	DAILY RATE
1	Plans Reviewer	\$75.00	\$600.00
2	Plans Review by A/E	\$85.00	\$680.00
3	1&2 Family Dwelling Inspector	\$85.00	\$680.00
4	Building Inspector	\$85.00	\$680.00
5	Building Plus One Trade Inspector	\$85.00	\$680.00
6	Building, 1 & 2 Family Dwelling, Electrical, Mechanical, and Plumbing Inspector	\$85.00	\$680.00
7	Inspections by A/E	\$85.00	\$680.00
8	Fire Plans Reviewer Services	\$75.00	\$600.00
9	One time charge for critical/expedited calls	\$100.00	\$800.00

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

Lake County will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.

This is an indefinite quantity contract with no guarantee use of services. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.

