LAKE COUNTY
FLORIDA

September 23, 2015

Mr. Duane K. Booth, P.E.
BESH, Inc.
902 N. Sinclair Avenue
Tavares, FL 32778

Subject: Contract 15-0622 / Building Plan Review and Inspection Services

Dear Mr. Booth:

The contract between Lake County and your firm in support of the subject contract effort has been approved by the Lake County Board of County Commissioners. Enclosed is an original executed contract for your records. You will be contacted by the County's designated representative to initiate services under the contract in conjunction with issuance of a purchase order supporting project effort.

If you have any questions regarding the contract itself, or the award process, please contact me at (352) 343-9765 or dvillinis@lakecountyfl.gov.

We look forward to working with you and anticipate our mutual success under this contract.

Sincerely,

Donna Villinis, CPPB
Senior Contracting Officer

Original: BESH, Inc.
Copy: County Attorney
Economic Growth (Shane Gerwig)
Contract File

AGREEMENT BETWEEN

LAKE COUNTY, FLORIDA AND

BOOTH, ERN , STRAUGHN & HIOTT, INC.

FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES

RSQ # 15-0622

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Booth, Ern, Straughn & Hiott, Inc., a Florida corporation, its successors and assigns, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted a Request for Statement of Qualifications (RSQ), #15-0622, to retain an appropriately qualified/licensed and experienced firm to perform fire safety, building, structural, electrical, mechanical and/or plumbing plan review and inspection services in accordance with the requirements of Chapter 553, Florida Statutes, the Lake County Code, and in conjunction with the COUNTY'S needs; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide fire safety, building, structural, electrical, mechanical and/or plumbing plan review and inspection services in accordance with the requirements of Chapter 553, Florida Statutes, and the Lake County Code. Services shall be performed in accordance with **Exhibit A**, attached hereto and incorporated herein by reference. The individuals performing these services shall be licensed as required by Chapters 468 and 633, Florida Statutes.

2.2 This Agreement shall be effective for the twelve (12) month period immediately following the date of execution of the Agreement by the COUNTY. Prior to or upon completion of the initial term of this Agreement, the COUNTY reserves the sole right to renew this Agreement for two (2) additional twelve (12) month periods. The COUNTY reserves the unilateral right to extend this Agreement ninety

(90) calendar days beyond the Agreement period. In such event, the COUNTY will notify the CONSULTANT in writing of such extensions. This Agreement may be extended beyond the initial ninety (90) day extension upon mutual agreement of the COUNTY and CONSULTANT. Exercise of the extension periods requires the prior approval of the County's Director of Procurement Services. The Agreement prices shall prevail for the full duration of the initial term and any renewal term(s) subsequently exercised.

2.3 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities, including the use of COUNTY employees, undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

2.4 CONSULTANT agrees that this shall be an open quantity contract. The COUNTY shall not guarantee to the CONSULTANT any minimum amount of work throughout the term of this Agreement. Furthermore, CONSULTANT agrees and acknowledges that in the event CONSULTANT cannot meet the COUNTY's specifications, including but not limited to time for completion, cost for individual project etc., that the COUNTY reserves the sole right to offer the individual project to the COUNTY's alternate consultant(s).

2.5 Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between COUNTY and CONSULTANT, continue until completion at the same prices, terms and conditions.

2.6 Pursuant to Section 119.0701, Florida Statutes, the CONSULTANT shall comply with the Florida Public Records' laws, and shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services identified herein.

B. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided for by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure to comply with this section shall be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

Article 3. Payment

3.1 Payment shall be based upon the hourly rates set forth in Consultant's Pricing, attached hereto and incorporated herein as **Exhibit B**.

3.2 The CONSULTANT shall submit invoices to the COUNTY department requesting the services after each individual work assignment has been completed. The invoices shall reference, as applicable, the corresponding work assignment and related acceptance document that was signed by an authorized representative of the COUNTY department requesting the services. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the services. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the services.

3.3 Invoices shall be submitted in duplicate to the requesting County department at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RFP number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. The CONSULTANT shall keep a travel log indicating all dates of travel, mileage, etc.

3.4 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default of contract and the contract may be terminated.

3.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. The CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY upon request.

3.6 CONSULTANT acknowledges and agrees that if the services provided under this Agreement are being supported in whole or in part by Federal and/or State funding, 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:

A. All persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Lake County; and

B. All persons, including subcontractors, assigned by the CONSULTANT to perform work pursuant to the contract.

Article 4. County Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one County staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

4.2 COUNTY shall reimburse CONSULTANT, in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

4.3 COUNTY will provide to the CONSULTANT all necessary and available data, photos, and documents the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein. The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-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 Agreement shall be canceled and the CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Assignment of Agreement This Agreement shall not be assigned except with the written consent of the COUNTY'S Procurement Services Manager. No such consent shall 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 shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. Additionally, unless otherwise stipulated herein, the CONSULTANT shall 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 Agreement for default.

5.4 Insurance. CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to COUNTY, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONSULTANT or by anyone directly or indirectly employed by CONSULTANT, or by anyone for whose acts CONSULTANT may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(i) General Liability insurance on forms no more restrictive than the latest edition of the 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 following minimum limits and coverage:

Combined Single Limit	$1,000,000

(iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or 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 for that injury.

(iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

(v) Professional liability and/or 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.

(vi) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any material change or cancellation of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe.

(viii) Certificates of insurance shall identify the RSQ number, contract, project, etc., in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall 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

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

(xi) CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall 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 shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

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

(xv) If it is not possible for the CONSULTANT to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONSULTANT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

5.5 Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. In accordance with Section 725.08, Florida Statutes, the CONSULTANT agrees for good and valuable consideration in the amount of ten dollars ($10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

5.6 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

5.7 Ownership of Deliverables. Upon completion of and payment for a task CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY, at COUNTY's expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

5.8 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall 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 the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL 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 from any cause whatsoever, shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT'S sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall 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.

The parties will exercise every reasonable effort to meet their respective obligations hereunder. Notwithstanding the above, the parties shall 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, natural disasters, wars, riots, transportation problems and/or any cause whatsoever 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.

5.10 Retaining Other Consultants. Nothing herein shall 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 the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.11 Accuracy and Warranty. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY. CONSULTANT agrees that the products and services provided under this Agreement shall be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services.

5.12 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding $150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

5.13 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.14 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 contractor, 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

5.15 Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that 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 Agreement.

5.16 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 Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

5.17 Public Records/Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, 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 shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with the federal requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the user COUNTY department.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

5.18 Right to Audit. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. 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. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

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 shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

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

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

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

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement 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, each and every provision of this Agreement.

6.7 During the term of this Agreement CONSULTANT assures 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 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 CONSULTANT employees or applicants for

employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The employee(s) of CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONSULTANT shall provide employee(s) capable of performing the work as required. The COUNTY may require CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

6.10 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 (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.11 CONSULTANT shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. 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.

6.12 With the consent of CONSULTANT, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.13 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.14 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall 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:

Duane K. Booth, President
902 N. Sinclair Avenue
Tavares, Florida 32778

If to COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

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.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibits:

Exhibit A	Scope of Services
Exhibit B	Consultant's Pricing

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, and by CONSULTANT through its duly authorized representative.

CONSULTANT

Duane K. Booth, President
Booth, Ern, Straughan & Hiott, Inc.

This 6TH day of AUGUST, 2015.

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Jimmy Conner
Chairman

This 15 day of Sept, 2015.

ATTEST:

Neil Kelly, Clerk of the Board
of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

EXHIBIT A: SCOPE OF SERVICES

Section 2.1 Background

The Lake County Economic Growth Department is requesting proposals from qualified and experienced firms 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 as required by Chapter 468 and 633, Florida Statutes.

Section 2.2 Project Scope

Lake County desires to contract for Plans Examiner and Inspection services on an as needed, continuing 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 firm. The firm(s) shall act as an as-needed independent contractor and not as an employee of the County.

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.

b. Inspectors

Each inspector must maintain a current, active Building, 1 & 2 Family Dwelling Inspector, Electrical, Mechanical and Plumbing Inspector License from the State of Florida, Department of Business and Professional Regulation or an Architect or Engineer that is registered with the State of Florida.

c. Fire Safety Plans Examiner and Inspector

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.

Responsibilities of Vendor

a. Review and process construction plans for issuance of building permits on as as-needed basis. Inspection and plans review services shall 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 herein described and that the County may from time to time assign. The duties and responsibilities may change from time to time. Theses 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 shall be at no additional cost to the County.

Section 2.3 Operational Procedures

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

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

Section 2.4 County Assistance to be Provided and Report Preparation

a. The County shall 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/firm shall 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 shall 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 shall the confidentiality as permitted by applicable law be breached.

e. Training and cost of training is the responsibility of the Vendor.

Section 2.5 Special Conditions of Proposed Contract

a. Permits, Taxes, Licenses, Insurance

The vendor shall, 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 this contract.

b. Laws and Ordinances

The vendor shall observe and comply with all Federal, State and Local Laws, ordinances, rules, regulations and professional standards that would apply to this contract.

c. Selling, Transferring or Assigning of Contract

No contract awarded under these terms, conditions and specifications shall 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 shall 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 shall be no more than two (2) individual inspectors providing inspections for each project.

EXHIBIT B
CONSULTANT'S PRICING

Line Item 1: Plans Reviewer. The hourly and daily rate proposed by the Consultant for this work category shall presume that the individual performing this function will be located at either the Consultant's facility or at the County Admininstration Building with the support specified in paragraph 2.4 of the Scope of Services. The daily rate shall consist of plan review effort for an 8 hour period on a single working day.

Hourly Rate:	$65.00/hr
Daily Rate:	$520.00/day

Line Item 2: Building Inspector(s). The hourly and daily rate porposed by the Consultant for this work category shall presume that the individual perofrming this function will receive assignments electronically via a County-provided device and proceed to specific assignments during the course of the day. The hourly rate shall include all travel and associated costs for performing the service with billing to commence upon receipt of assignments and continue until completion of effort at the final work location each day. The daily rate shall include all travel and associated costs for performing inspection services for 8 hours on a single work day.

Hourly Rate:	$65.00/hr
Daily Rate:	$520.00/day

Line Item 3: Fire Plans Reviewer Services. The hourly and daily rate proposed by the Consultant for this work category shall presume that the individual performing this function will be located at either the Consultant's facility or the County Administration Building with the support specified in paragraph 2.4 of the Scope of Services. The daily rate shall consist of plan review effort for an 8 hour period on a single working day.

Hourly Rate:	$75.00/hr
Daily Rate:	$600.00/day

Line Item 4: Fire Inspector Services. The hourly and daily rate porposed by the Consultant for this work category shall presume that the individual perofrming this function will receive assignments electronically via a County-provided device and proceed to specific assignments during the course of the day. The hourly rate shall include all travel and associated costs for performing the service with billing to commence upon receipt of assignments and continue until completion of effort at the final work location each day. The daily rate shall include all travel and associated costs for performing inspection services for 8 hours on a single work day.

Hourly Rate:	$75.00/hr
Daily Rate:	$600.00/day