

**AGREEMENT FOR OPEN END SERVICES FOR BUILDING CODE
SUPPLEMENTAL SERVICES**

**BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND MEP STRUCTURAL, ENGINEERING AND INSPECTIONS, INC.**

THIS AGREEMENT, made this 7th day of November in the year Two Thousand Eighteen, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA** (hereinafter called the “Owner” “SBBC” and/or “Board”), and:

MEP STRUCTURAL, ENGINEERING AND INSPECTIONS, INC.

It is agreed that this Agreement is an “Open End” Agreement in that the Owner will from time to time during the term of this Agreement require services from the Code Enforcement Consultant on various different projects from time to time. Rather than enter into separate agreements each time that is required, the Owner and Code Enforcement Consultant shall enter into this Agreement. The terms and conditions of this Agreement shall govern each of the individual projects for which the Code Enforcement Consultant is hired to provide services, per Attachments “1A & 1B” to this Agreement Scope of Work for Consulting Services. For each project, some or all of these Services will be part of the Scope of Work for that particular project or any additional work required by the Owner, related to the intended Scope of this Agreement. The Owner’s Representative will assign increments of Work to the Code Enforcement Consultant via an Authorization to Proceed (“ATP”) (Attachment 4) which will be completed for each project or service to which the Code Enforcement Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Code Enforcement Consultant evidencing the services, fees of the person performing the work, time, reimbursable and supplementary services, for that particular project and confirming the terms and conditions of this Agreement, each invoice will be supported with the actual hours worked by the team member, submitted to the Owner by the Code Enforcement Consultant in its original proposal and at the hourly rate submitted to the Owner

based on the agreed hourly rates and Unit Prices. Each project assigned to the Code Enforcement Consultant will be identified by the Owner's (as defined in 1.1.2) assigned project numbers. The term of this Open End Agreement shall commence on January 1, 2019, and unless this Agreement is extended, shall naturally expire on December 31, 2021; no new projects may be made part of this Open End Agreement more than three (3) years from the commencement date of this Agreement, unless the Agreement is extended. The total dollar amount for all fees to be paid to the Code Enforcement Consultant for all projects pursuant to this Agreement may not exceed Six Million Dollars (\$6,000,000). The Agreement may be extended for one year and/or One Million Dollars (\$1,000,000). The Owner and Code Enforcement Consultant agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Definitions:

- 1.1.1 **The Chief Facilities & Construction Officer, Office of Facilities & Construction** - An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of the specific project for the Owner. Referred to hereinafter as the Chief Facilities & Construction Officer.
- 1.1.2 **Owner** - The School Board of Broward County, Florida ("SBBC" and / or "Board"). The School Board of Broward County, Florida, through its Board, which is the entity authorized to approve all Agreements, changes in the scope of work, change orders, fees, final acceptance of the project, and final payment.
- 1.1.3 **Owner's Representative** - The Chief Building Official, or designee.
- 1.1.4 **Contractor** - Any person, firm or corporation with whom a Contract has been awarded by the Owner under any type of delivery process, for the performance of any work as directed by the Owner on the Work covered by the Contract.
- 1.1.5 **Code Enforcement Consultant** - The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly licensed inspectors, plan reviewers or other design professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of this contract or Agreement, hereinafter referred to as Code Enforcement Consultant.
- 1.1.6 **Project Manager** An employee of The School Board of Broward County, Florida, (SBBC) who is designated by the Chief Facilities & Construction Officer to manage or provide direct interface with the Contractor with respect to the Owner's responsibilities. May be a combination of Project Managers based on the complexity and size of the Project.
- 1.1.7 **Project** - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, or other Professional Services necessary to build the component or parts of the Project identified in the project manual and as contemplated by the Owner's approved scope of work and budget.

- 1.1.8 **Phase** - A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion. A Phase may be designated for completion by the Owner's own forces, by Other Contractors or Professional Code Enforcement Consultants.
- 1.1.9 **Punch List** - A list of items of work required by the Contract Documents which after inspection by the Owner, Code Enforcement Consultant and the Contractor has been termed to be deficient and/or inconsistent with the Contract Documents or Professional Services.
- 1.1.10 **Subcontractor** - A person or entity other than a material man or laborer who enters into a Contract with a Contractor for the performance of any part of Construction. The term "Subcontractor" is referred to throughout the Construction Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contract or subcontract with the Owner.
- 1.1.11 **Fixed Limit of Construction (FLCC)** - Fixed Limit of Construction Cost, referred to hereinafter as FLCC, and is the total dollar value budgeted by the Owner for the Project.
- 1.1.12 **Guaranteed Maximum Price (GMP)** - The GMP is the maximum that the Owner shall pay the Contractor for the Work described in the contract documents.
- 1.1.13 **Submittals** - Documents prepared by the Contractor or those working on its behalf (subcontractors, material suppliers, and others) to show how a particular aspect of the Work is to be fabricated and installed. Contractor Submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.
- 1.1.14 **Substantial Completion** - The term Substantial Completion as used herein, shall mean that point at which, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy of the Work performed by the Contractor and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase. Occupancy may not be the sole factor in determining whether Substantial Completion has been achieved.
- 1.1.15 **Subconsultant** - A person or organization of properly registered design professionals who have entered into an agreement with the Project Consultant to furnish professional services for the Project.
- 1.1.16 **Superintendent or Contractor and/or Contractor's Project Manager** - An English speaking executive representative for the Contractor present on the project at all times during progress, authorized to receive and fulfill instructions from the Owner, the Project Consultant and the Code Enforcement Consultant, if applicable, and capable of management of the work efficiently as designated, per current and applicable contracts.
- 1.1.17 **Superintendent of Schools** - The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.
- 1.1.18 **Surety** - The entity which is bound by the Payment and Performance Bonds with and for the Contractor, and which engages to be responsible for the Construction and acceptable performance of the work and for its payment of all debts pertaining thereto.

- 1.1.19 **Building Code Inspector and Plans Examiner (BCI)** - Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida Statute 468 as a BCI by the State of Florida Department to provide plan review and inspections for code compliance. A BCI may provide plan review, construction inspection for code compliance and report non-compliant work to the Chief Building Official, Broward School Project Manager, Code Enforcement Consultant and Contractors under contract with the Owner.
- 1.1.20 **Scope of Work** - The totality of the obligations, including professional and other services, imposed on the Code Enforcement Consultant by the Authorization To Proceed, including all services to be provided by the Code Enforcement Consultant to fulfill its obligations. The Authorization To Proceed shall constitute the required Professional Services.
- 1.1.21 **Written Notice** - Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or an office of the corporation for who it is intended, or, if delivered or sent by registered mail or other traceable delivery service to the last business address known to the entity serving notice.
- 1.1.22 **Change Order** - A change order is issued and approved by the Owner for additions or deletions in the Scope of Work provided by the Contractor. A change order may increase or decrease the Contract amount or Time for Completion.
- 1.1.23 **Construction Change Directive (“CCD”)** - A CCD is issued and approved by the Owner or its designee for additions or deletions in the scope of work or services provided by the Contractor when the Change Order work needs to be expedited. The Contractor is not required to agree to the terms offered by the Owner for the Change Order Work.
- 1.1.24 **Contingency Use Directive (“CUD”)** - A CUD is issued and approved by the Owner for the purpose of accounting for unforeseen increases or decreases in the construction cost resulting from unforeseen circumstances relating to Construction.
- 1.1.25 **Supplemental Services** - Those services referred to in Article 5.2.
- 1.1.26 **Authorization to Proceed** - A fully approved and executed purchase order document in the form found in Attachment #4, issued by the Owner’s Representative to the Code Enforcement Consultant, which when fully executed authorizes Project Consultant to proceed with all or a portion of the Professional Services.
- 1.1.27 **Senior Project Manager (Design/or Construction)** - An employee of the Owner referred to hereinafter as the “SENIOR PM” and who is the direct Supervisor of the Project Managers.

ARTICLE 2 - CODE ENFORCEMENT CONSULTANT SERVICES AND RESPONSIBILITIES

- 2.1 **Consulting Services:** The Consulting Services are those set forth in the Professional Services Required form attached as Attachments “1A & 1B” hereto and incorporated by reference. It should be noted that the Consulting Services may be some or all of those services listed on Attachments “1A & 1B” to this Agreement, or other services designated by Owner.
- 2.2 **Licensure and Qualification:** Code Enforcement Consultant employees providing services to this Agreement shall:

2.2.1 Hold proper valid certificates issued in accordance with the provisions of Chapter 468, Florida Statutes, and shall have successfully completed The Florida Department of Education, Office of Educational Facilities' Continuing Education (CE) course in the State Requirement for Educational Facilities (SREF) and the Florida Building Code (FBC) Section 423.

2.3 Standard of Care and Representations:

2.3.1 **Standard of Care:** The Owner's engagement of the Code Enforcement Consultant is based upon the Code Enforcement Consultant's representations to the Owner that: (A) it is an organization of experienced professionals authorized and licensed to do business in Florida; (B) the person responsible for performance pursuant to this Agreement is currently a licensed Building Official in the State of Florida; (C) it is qualified, willing and able to perform services for the Project; and that (D) it has the past experience and ability to provide services which will meet the Owner's objectives and requirements.

2.3.2 As to all services provided pursuant to this Agreement, the Code Enforcement Consultant shall furnish services by experienced personnel and under the supervision of qualified and experienced Code Enforcement Consultants, and shall exercise a degree of care and diligence in the performance of these services in accordance with the customary professional standards currently practiced by firms in Florida and in compliance with any and all applicable codes, laws, ordinances, etc. The Code Enforcement Consultant shall follow Quality Control guidelines and Inspection procedures as outlined in the attached Specification Section 01450.

2.3.3 Defective or deficient work furnished by the Code Enforcement Consultant shall be promptly corrected by the Code Enforcement Consultant at no cost to Owner, without limitations to other remedies or rights of Owner's approval, acceptance or use of or payment for all or any part of Code Enforcement Consultant's services hereunder or of the Project itself shall in no way alter the Code Enforcement Consultant's obligations or Owner's rights hereunder. The Code Enforcement Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects and if any of the original selected and approved personnel are changed by the Code Enforcement Consultant, the Owner will require the rate of the new employee and the professional qualifications of the replaced personnel for acceptance of the Owner or their representative.

2.3.4 CODE ENFORCEMENT CONSULTANT'S PROPOSED TEAM MEMBERS

The Code Enforcement Consultant proposes to utilize the personnel listed in Attachment 5, List of Project Team members, for all projects awarded pursuant to this Agreement:

2.3.5 All services provided by the Code Enforcement Consultant shall: (A) be in accordance with all applicable codes, including but not limited to, Florida State Board of Education Regulations, Chapter 6A-2.0111 (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities (SREF), Florida Building Code (FBC), Florida Fire Protection Code, Americans With Disabilities Act (ADA), in effect at the time of execution of this Agreement, and its referenced codes and standards; and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes), with Owner until final completion of the Project serving as the interpreter of the intent and meaning of SREF, FBC or any other applicable codes; and (B) be provided for the benefit of the Owner and not for the benefit of any other party. (C) If funding is Federal and the aggregate dollar amount or value exceeds two thousand (\$2,000) dollars, applicability of the Davis-Bacon Act and all its references will apply to any design or task and reference will be made within the specifications. Include all Code Enforcement Consultant services normally required for a project of this type

as listed in the project scope. The Code Enforcement Consultant's services shall conform to Owner's specifications.

- 2.3.6 Notwithstanding any other provisions of this Agreement to the contrary, any substantially affected person may appeal any building code dispute or interpretation of the Chief Building Official of the School Board of Broward County, Florida to the Florida Building Commission as set forth in Florida Statute 1013.37 as amended from time to time and the Florida Building Code, as amended, from time to time.

ARTICLE 3 – SUB-CONSULTANTS

- 3.1 The use or employment of sub-consultants by the Code Enforcement Consultant is strictly prohibited.

ARTICLE 4 – THE OWNER'S RESPONSIBILITIES

- 4.1 Information, Documents and Services Furnished: The Owner shall consult with the Code Enforcement Consultant and provide such information regarding requirements for the Project as is reasonable to accomplish the services requested.
- 4.2 Owner Furnished Items: When documents, services, or other materials furnished by the Owner for the Code Enforcement Consultant's use are deemed by the Code Enforcement Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Code Enforcement Consultant shall notify the Owner (within 48 hours in writing) of its opinion immediately upon discovery of same. Owner will notify Code Enforcement Consultant upon delivery of any inaccurate data provided to the Code Enforcement Consultant (within 72 Hours). Failure of the Code Enforcement Consultant to so notify the Owner shall result in the Code Enforcement Consultant's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, delays or other compensation related to the use of those Owner furnished materials.
- 4.3 Building Department:
- 4.3.1 **The Chief Building Official:** The Chief Building Official or designee shall act on behalf of the Owner in all matters pertaining to this Agreement, and shall approve all Authorizations to Proceed to the Code Enforcement Consultant and all invoices for payment to the Code Enforcement Consultant. See Article 5.1.4 below pertaining to Authorization to Proceed.

ARTICLE 5 – BASIS OF COMPENSATION

- 5.1 **Professional Basic Service Fees:**
- 5.1.1 The Owner agrees to pay the Code Enforcement Consultant, and the Code Enforcement Consultant agrees to accept for services rendered pursuant to this Agreement, based upon a Cost Plus with a Guaranteed Maximum based on Direct Personnel Expenses and/or a fee as set forth on Attachments 1A, 1B and 4 attached hereto and incorporated by reference.
- 5.1.2 The Basic Service Fee listed above (hereinafter called the "Fee") is based on the scope of services for a project of this scope, size and complexity.
- 5.1.3 If the Owner authorizes an increase or decrease in the scope, size or complexity of the Project, the Fee will be adjusted as mutually agreed upon, in writing, by Owner and Code Enforcement Consultant.

5.1.4 The Code Enforcement Consultant shall not perform Professional Services, Supplemental Services, or Reimbursable Services until a written Purchase Order with the appropriate "line number" has been issued by the Supply Management and Logistics Department together with a fully executed Authorization to Proceed. **ANY WORK PERFORMED BY THE CODE ENFORCEMENT CONSULTANT PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN AUTHORIZATION TO PROCEED AND PURCHASE ORDER SHALL BE AT THE CODE ENFORCEMENT CONSULTANT'S OWN RISK.**

5.2 Supplemental Fee:

5.2.1 The Code Enforcement Consultant may be authorized to perform Supplemental Services. See Article 5.1.4. The fee for such services will be based upon a Cost Plus with a Guaranteed Maximum based on Direct Personnel Expenses. Where a mutually agreeable Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense cannot be arrived at, the Owner may secure services from an independent source or from the Owner's resources. The Code Enforcement Consultant shall provide any information and/or copies of project documentation necessary to facilitate the provision of said supplemental services by others.

5.3 Direct Salary Expense:

5.3.1 Where this Agreement or Attachments 1A, 1B and 4 hereto indicates a fee computed on the basis of Direct Salary Expense, such fee shall be a not-to-exceed amount based on the following hourly rates:

Labor Classification	Base Rate	Burden Factors (%)				Total
		Taxes	W/C	O/H	Profit	
Building Official	\$43.98/hour	7.65	18	64.57	7.6	\$87.00
Building Code Inspector	\$34.38/hour	7.65	18	64.57	7.6	\$68.00
Plans Examiner	\$41.45/hour	7.65	18	64.57	7.6	\$82.00

Note: The hourly rates will be fixed hourly rates. The Code Enforcement Consultant will submit to the Owner the labor rate per hour and the actual fringe benefit rate per hour for each labor classification. The Code Enforcement Consultant will provide the cost per hour for each component of the fringe benefit rate. The Owner will review the labor and fringe benefit rate and based on the review may negotiate the labor rate set forth above. The labor rate will be used in pricing work subject to this Agreement.

5.4 **Direct Personnel Expense:** Direct Personnel Expense is defined as the salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on a project, and the portion of the actual cost of their mandatory non-discretionary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, pensions and similar contributions and benefits included on the table in Article 5.3, not to exceed one point two five (1.25) times raw labor.

5.5 Fees for Reimbursable:

5.5.1 Reimbursable are those items pre-approved, in writing, and authorized by the Owner in addition to the Supplemental Services and consist of actual expenditures made by the Code Enforcement Consultant and the Code Enforcement Consultant's employees and Sub-Consultants in the interest of the work.

- 5.5.2 Authorized travel outside the areas of Dade, Broward and Palm Beach Counties, lodging and meals in connection with the Project (subject to the limitations imposed by Chapter 112.061, Florida Statutes); fees paid for securing approval of authorities having jurisdiction over the work, reproductions, (outside of Basic services and with prior written Owner approval), postage and handling of Drawings, Specifications and other documents.
- 5.5.3 The Owner will reimburse the Code Enforcement Consultant for authorized Reimbursable as verified by appropriate bills, invoices or statements.
- 5.5.4 Authorized Reimbursable shall not include charges for office rent or overhead expenses of any kind, including but not limited to, local telephone, cell phone and utility charges, overtime or any discretionary labor benefits office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to the Project. For all Reimbursable, the Code Enforcement Consultant must request a pre-approval in writing and authorized from the Owner and / or its representative, the invoice will be accompanied by the proof of the actual expenditures. The submitted cost of the reimbursable expenditures will be re-paid dollar for dollar and no additional markup will be authorized. Authorized reproductions in excess of sets required at each phase of the work will be a reimbursable upon a written approval by the Owner and / or its representative.

ARTICLE 6 – PAYMENTS TO THE CONSULTANT

- 6.1 Payment for Basic and Supplemental Services and/or Reimbursable:
- 6.1.1 Payments for Basic and Supplemental Services and/or Reimbursable may be requested monthly, on the Owner's standard invoice format, in proportion to services performed during each portion of the work or other basis as set forth in the Schedules attached hereto and conforming to the, unit prices if applicable, for Attachments "1A & 1B". Owner in its sole discretion shall determine if the payment requested is in accordance with the proportion of the work performed.
- 6.1.2 No payments shall be due to Code Enforcement Consultant unless and until all materials, forms and documents required by Owner have been provided by Code Enforcement Consultant and its Sub-Consultant to Owner or others who are to receive same. The Owner retains the right to withhold payment from the Code Enforcement Consultant for non-performance of the Code Enforcement Consultant during any phase or portion of the Project.
- 6.1.3 The Code Enforcement Consultant shall submit invoices on the Owner's required invoice format as attached hereto as Attachment 2 and incorporated herein.
- 6.1.4 All submitted invoices shall have copies of referenced Scope of Work and the Authorization to Proceed attached.
- 6.1.5 Payments are due per the FS. 218.70 or the "Prompt Payment Act" and payable within forty (45) days from receipt of the Code Enforcement Consultant's invoice, provided it is in compliance with the requirements of this Agreement. If the invoice is not in compliance the payment request will be returned in writing for correction and/or full compliance within twenty (20) working days after the invoice is stamped as received.

6.1.6 The Code Enforcement Consultant shall submit a monthly S/M/WBE utilization report with the monthly request for payment, on forms provided by the Owner.

6.2 Project Suspension:

6.2.1 If the Project is suspended for the convenience of the Owner for more than three (3) months or terminated in whole or in part during any Phase, the Code Enforcement Consultant shall be paid for services authorized by an Authorization to Proceed which were performed prior to such suspension or termination, together with the cost of Reimbursable Services and expenses then due.

ARTICLE 7 - INDEMNIFICATION CLAUSE

7.1 Indemnification

7.1.1 To the extent any provision or article of this agreement is held invalid or unenforceable the Court shall disregard said provision or article and enforce to the fullest extent permitted by law the remaining provisions or articles.

7.1.2 To the fullest extent permitted by law, the Code Enforcement Consultant shall indemnify and hold harmless the Owner, its Board members, officers, employees and agents (hereinafter collectively "Related Parties") from and against any and all liability, claims, causes of action (by whomever brought or alleged and regardless of the legal theories upon which the liability, claims or causes of action are based), losses, damage, costs, expenses and fees (including but not limited to reasonable fees of attorneys, expert witnesses and other Code Enforcement Consultants), which are or may be imposed upon, incurred by or asserted against Owner and/or Related Parties to the extent said liability, claims, causes of action, losses, damages, costs, expenses and/or fees are caused by the negligent, reckless or intentional wrongful acts of omission, error, misconduct, or commission of the Code Enforcement Consultant and other persons or entities employed or utilized by the Code Enforcement Consultant in the performance of the contract.

7.1.3 The indemnification rights accruing to the Owner and Related Parties under this Article are independent of, in addition to and not in limitation of or a condition precedent to any rights and remedies accruing to the Owner at law or in equity for damages resulting from Code Enforcement Consultant's breach of any duties arising under this Agreement.

7.1.4 The term "negligent acts" as defined herein includes, but is not limited to, the failure of the Code Enforcement Consultant to fully review, inspect and otherwise enforce compliance with all minimum requirements of the Florida Building Code and all other applicable codes, statutes and design criteria in effect on the date of this Agreement.

7.1.5 In any and all claims against the Owner by any employee of the Code Enforcement Consultant, or anyone for whose acts the Code Enforcement Consultant may be liable, the obligations for the Code Enforcement Consultant to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Code Enforcement Consultant under workman's compensation acts, disability acts, or other employee benefit acts.

7.1.6 In the event that any claims are brought or actions filed against the Owner with respect to the indemnity contained herein, the Code Enforcement Consultant agrees to defend against

any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Code Enforcement Consultant agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Code Enforcement Consultant further agrees to pay, at the sole expense of the Code Enforcement Consultant, the attorney's fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. However, if the claims or actions are covered by insurance and such coverage is acknowledged by the insurance company in writing to the Owner, then, in that case, the insurance company shall choose counsel, direct the defense and be the judge of the acceptability of any compromise or settlement of any such claims or actions against the Owner which are within the insurance policy limits and are paid by the insurance company solely. Otherwise, if the claims or actions are not covered by insurance, then, at its sole option the Owner shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.

7.1.7 The Code Enforcement Consultant recognizes the nature of the indemnification obligations imposed under this contract and voluntarily makes these covenants. The obligation imposed upon the Code Enforcement Consultant under this Indemnification Agreement shall survive termination of this contract.

7.2 Breach of Contract and Remedies

7.2.1 The Code Enforcement Consultant shall comply with all terms and conditions set forth within this Agreement. In the event, the Code Enforcement Consultant materially breaches this Agreement, the SBBC shall be entitled to all remedies available at law and/or in equity, including but not limited to, compensatory damages, consequential damages, special damages, delay damages, and attorney's fees and cost.

7.2.2 A Material Breach as defined herein includes, but is not limited to: 1) the Code Enforcement Consultant's failure to timely provide review, inspection and enforcement services that comply with all governing building codes and regulations; 2) the Code Enforcement Consultant's failure to timely respond to Requests for Information; 3) the Code Enforcement Consultant's failure to timely provide services; and any other material breach of this Agreement.

ARTICLE 8 - INSURANCE

8.1 General Insurance Requirements

8.1.1 The Code Enforcement Consultant shall not provide any services under this contract until the Code Enforcement Consultant has obtained all insurances required hereunder and such insurances have been approved by the Owner's Designated Risk Management Administrator. Owner may withhold payments due to Code Enforcement Consultant in accordance with this Agreement or terminate or suspend this Agreement with all costs or expenses associated with same to be paid by Code Enforcement Consultant in the event Code Enforcement Consultant fails to comply with any requirement in the Agreement regarding insurance.

8.1.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this Agreement shall have an "A"-rating and a financial rating of no less than VI in the current A.M. Best Manual OR hold a Moody's Investors Service Financial Strength of "Aa3" or better. (See additional requirements in section 8.1.5 of this Article).

- 8.1.3 All insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectable coverages maintained by the Owner. The Owner shall be named as an additional insured under the General Liability policy.
- 8.1.4 The Code Enforcement Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Agreement and shall maintain same at all times during the term of this Agreement. Such certificate shall include the Owner's Project number and full Project title (including applicable facility name) on the Certificate.
- 8.1.5 All certificates of insurance shall be in the form as approved by Insurance Standards Office (ISO), unless approved by Owner's designated Risk Management Administrator and such certificates shall clearly indicate that the Code Enforcement Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner's designated Risk Management Administrator.
- 8.1.6 The Code Enforcement Consultant shall verify that all Subconsultants/Subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions.
- 8.1.7 Neither approval by the Owner's Designated Risk Management Administrator, nor failure to disapprove the insurance provided by the Code Enforcement Consultant shall relieve the Code Enforcement Consultant of full responsibility to provide the insurance as required by this contract.
- 8.1.8 Insurance Provider and Surety: In the event that any insurance provider, including but not limited to performance and payment bond surety companies, is downgraded from A-VI rating by AM Best or Aa3 rating by Moody's Investor Service, or has an order of liquidation entered against it in any jurisdiction, Code Enforcement Consultant shall furnish a replacement insurance product, insurance policy or surety bond, that satisfies the requirements of this Agreement within fifteen (15) days of receipt of written notice from Owner's Designated Risk Management Administrator or from the time Code Enforcement Consultant becomes aware of the downgrade or order of liquidation whichever is sooner.
- 8.1.9 Code Enforcement Consultant and Surety shall have a continuing obligation to ensure that all insurance or surety requirements are satisfied throughout the construction of the project and until all post completion obligations including punch list and insurance warranty requirements are completed or expire.
- 8.1.10 Should at any time Code Enforcement Consultant not maintain the insurance coverages required in this Agreement, Owner may cancel the Agreement and any Authorizations to Proceed issued pursuant to the Agreement or, at Owner's designated Risk Management Administrator's sole discretion, it shall be authorized to purchase such coverages and charge Code Enforcement Consultant for such coverages purchased. If Code Enforcement Consultant fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset those costs from any amount due Code Enforcement Consultant under this Agreement. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner or its designated Risk Management

Administrator's decision to purchase such insurance coverage shall in no way be construed to be a waiver of its rights under this Agreement.

8.2 **Insurance Required:**

8.2.1 **Commercial General Liability Insurance:** The Code Enforcement Consultant shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, and Contractual Liability, to cover the indemnification language set forth herein. Limits shall not be less than \$1,000,000 per occurrence; \$2,000,000 general aggregate. Products Completed Operations aggregate shall not be less than \$2,000,000. The School Board of Broward County shall be named as an Additional Insured.

8.2.2 **Automobile Liability Insurance:** The Code Enforcement Consultant shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars (\$1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standard ISO Business Auto Policy CA 00 01. In the event the Awardee does not own any vehicles, we will accept hired and non-owned coverage for \$1,000,000 Combined Single Limits and we will require an affidavit signed by the Awardee indicating the following:

(Insured) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, _____ (Insured) agrees to provide proof of "Any Auto" coverage effective date of acquisition.

8.2.3 **Workers' Compensation Insurance:** The Code Enforcement Consultant shall maintain Workers' Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand \$500,000/\$500,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

8.2.4 **Professional Liability (Errors and Omissions):** The Code Enforcement Consultant shall procure a Professional Liability Insurance Policy with coverage of not less than One Million (\$1,000,000) Dollars and a deductible of not more than Twenty-Five Thousand (\$25,000) Dollars, providing for all sums which the Code Enforcement Consultant shall be legally obligated to pay as damages for claims arising out of or relating to the services performed by the Code Enforcement Consultant or any person employed or acting on the Code Enforcement Consultant's behalf, but not limited to Subconsultants/Subcontractors, in connection with this Agreement. The insurance policy, or a policy with the same terms and conditions, shall remain in full force and effect during the project and for a period of time terminating three (3) years after final completion of the project. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may authorize the Code Enforcement Consultant to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage, including but not limited to deductible amounts, based upon the scope of the Project.

8.2.5 **Insurance Warranty Period:** All Insurance policies (CGL; Auto Liability; Workers' Comp), must remain in effect during performance of the work and for a period of one (1) year after Certificate of Final Inspection (OEF 209) has been signed by the Chief Building Official /certified inspector. The Professional Liability policy must remain in effect for a period of three (3) years after Certificate of Final Inspection (OEF 209) has been signed by the Chief Building Official /certified inspector.

8.2.6 **Certificate of Insurance Requirements:** Prior to the commencement of any work, as evidence of required coverage, Code Enforcement Consultant must provide a Certificate of Insurance to School Board of Broward County, Florida's Risk Management Department for approval. Certificates should be faxed to School Board of Broward County's Certificate Tracking System at 1-866-897-0425.

8.2.6.1 Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

8.2.6.1.1 The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement # is: _____.

8.2.6.1.2 All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

8.2.6.1.3 Contractual liability is included in the General Liability policy.

8.2.6.1.4 Please include the Project Number and Project Name on the Certificate of Insurance.

ARTICLE 9 – GENERAL PROVISIONS

9.1 Performance:

9.1.1 **Performance and Delegation:** The services to be performed hereunder shall be performed by the Code Enforcement Consultant's own staff, unless otherwise approved by the Owner. Said approval shall not be construed as constituting an agreement between the Owners and said other person or firm.

9.1.2 **Term of Agreement:** The term of this Agreement shall start on January 1, 2019, and continue through December 31, 2021. The time for performance by the Code Enforcement Consultant for each individual Project pursuant to this Agreement shall be set forth in Attachment 4 hereto which is incorporated by reference.

9.1.3 **Time for Performance:** The Code Enforcement Consultant agrees to start all work hereunder upon receipt of Attachment 4 issued by the Chief Building Official or designee, as set forth on Attachment 4 ("ATP") hereto, and to complete all work in the time set forth by the Owner or his designee in a timely manner. The Code Enforcement Consultant acknowledges that failure to perform within the time stipulated may cause the Owner to sustain loss and damages and the Code Enforcement Consultant will be responsible for same. The Code Enforcement Consultant agrees that Owner is entitled to recover no less than One Hundred Dollars (\$100) per consecutive calendar day of unexcused delay caused by the Consultant's failure to comply with the times set forth in the fully executed ATP. Owner shall have the right to deduct such amounts from payments due and owing to the Consultant.

9.1.4 **Time Extensions:** A reasonable extension of time for completion of various aspects may be granted by the Owner should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Code Enforcement Consultant for additional or extra compensation. Under no circumstances shall the Code Enforcement Consultant be entitled to

additional compensation or payment as a result of or related to delays within the Project schedule. Time is of the essence with regard to the performance of this contract.

9.2 **Termination of Agreement:**

- 9.2.1 **Right to Terminate:** The Owner has the right to terminate this Agreement for its own convenience on a seven (7) days written notice. Upon termination of this Agreement, the Code Enforcement Consultant shall be paid in accordance with the terms of this Agreement. To receive payment, all inspection reports, photographs, videos, test reports, charts, sketches, studies, drawings, and other documents or other materials related to work authorized under this Agreement, whether finished or not, must be turned over to the Owner fully documented and with all supporting documentation including hours worked by each team member and at the rate which was agreed by contract.
- 9.2.2 The Code Enforcement Consultant may terminate this Agreement only for a material breach of the Agreement and provided the Code Enforcement Consultant has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then and in that event, the Code Enforcement Consultant is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance in writing.
- 9.2.3 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Code Enforcement Consultant to comply with any of its material obligations under this Agreement or a decrease in available Capital Outlay Funds. In such event, Code Enforcement Consultant shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Code Enforcement Consultant's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, then it shall be deemed to be a termination for convenience pursuant to Article 9.2.1 above, and the Code Enforcement Consultant's sole compensation shall be compensation in accordance with that paragraph.
- 9.2.4 Whether or not this Agreement is so terminated, the Code Enforcement Consultant shall be liable to Owner for any damage or loss resulting from such failure or violation by Code Enforcement Consultant. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.
- 9.2.5 **Annulment:** The Code Enforcement Consultant warrants that no one has been employed or retained other than an employee working solely for the Code Enforcement Consultant, to solicit or secure this Agreement; and that the Code Enforcement Consultant has not paid, nor agreed to pay, any company or other person any fee, commission, gift or other consideration contingent upon the making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability.
- 9.2.6 **Force Majeure:** The Owner's or Code Enforcement Consultant's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, or a decrease in available Capital Outlay Funds, shall not be deemed a breach of this Agreement.

- 9.2.7 **Green Statute:** 255.2575 Energy-efficient and sustainable buildings: All school district buildings shall be constructed to meet the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) rating system. This section shall apply to all buildings the architectural plans of which are commenced after July 1, 2008.
- 9.2.8 **Equal Employment Opportunity (EEO):** The Equal Employment Opportunity Commission (EEOC) requires employers to report various information about their employees, in particular, their racial/ethnic categories to prevent discrimination based on race/ethnicity.
- 9.3 **Code Enforcement Consultant's Accounting Records and Right to Audit Provisions:**
- 9.3.1 Code Enforcement Consultant's records which shall include, any and all records reasonably requested by Owner that relate to performance of services by Code Enforcement Consultant. Records include but are not limited to, information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), books, papers, documents subscriptions, recordings, estimates, price quotations, agreements purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers, monthly, quarterly, yearly or other financial statements, accounting records, payroll time sheets, job cost reports, job cost history, margin analysis, cancelled payroll checks, W-2's, 1099's, audited and unaudited financial statements to substantiate overhead rates, written policies and procedures, constructability or peer reviews, coordination documents, logs and supporting documentation, general ledger entries, insurance information, and any other supporting evidence necessary to substantiate charges related to this Agreement (all of the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Code Enforcement Consultant or any of his payees pursuant to the execution of this Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations), fees, reimbursable services, etc. as they may apply to costs, matters or items associated with this Agreement.
- 9.3.2 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Owner to Code Enforcement Consultant pursuant to this Agreement. All costs which the Code Enforcement Consultant is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of costs or found to be not in compliance with the provisions of this contract, shall be reimbursed to the Owner.
- 9.3.3 Owner's agent or its authorized representative shall have access to the Code Enforcement Consultant's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this Article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.
- 9.3.4 If an audit inspection or examination in accordance with this Article discloses overcharges (of any nature) by the Code Enforcement Consultant to the Owner in excess of \$25,000, the actual cost of the Owner's audit shall be paid by the Code Enforcement Consultant. If the audit discloses contract billing or charges to which Code Enforcement Consultant is not contractually entitled, Code Enforcement Consultant shall pay over to Owner said sum within 20 days of receipt of a written demand unless otherwise agreed to by both parties in writing.

9.4 **Ownership of documents:**

- 9.4.1 The documents developed under this Agreement shall become and be the sole property of the Owner whether the Project for which they were developed is executed or not. The Code Enforcement Consultant may maintain copies thereof for its records and for its future professional endeavors, although the Owner shall bear no liability or any responsibility whatsoever for such use of said documents by the Code Enforcement Consultant.
- 9.4.2 In the event of the Code Enforcement Consultant's termination under other provisions of this Agreement, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.
- 9.4.3 In the event Owner requests any such documents or materials referred to in this Article and Code Enforcement Consultant fails to provide same as requested by Owner, then Code Enforcement Consultant acknowledges that Owner will be irreparably harmed and subject to an injunction to provide same.
- 9.4.4 The Owner will not modify or distribute the documents, including electronic media versions, to third parties except for those purposes listed above without the expressed permission and consent of the Code Enforcement Consultant. The Owner will delete any title blocks or other marks identifying the originating Code Enforcement Consultant from any materials so distributed. The Owner will indemnify the Code Enforcement Consultant against any claims that result from the modification of data and disks by the Owner.

9.5 **Electronic Media:**

- 9.5.1 Where this Agreement or referenced provisions in the Contract require the Code Enforcement Consultant to provide information or documents in either electronic or magnetic media, the preparation and format of that media shall conform to the Owner's "Electronic Media Submittal Requirements" which are incorporated as Attachment 3 to this Agreement for Open End Services.

9.6 **Attachments and References:**

- 9.6.1 **The following named Attachments are made an integral part of this Agreement and are incorporated by reference:**
1. **Attachments 1A & 1B: SCOPE OF WORK: (BUILDING CODE INSPECTOR AND BUILDING PLAN REVIEW SERVICES) (2 PAGES EACH).** A LIST OF SERVICES THAT MAY BE SELECTED FROM THE SCOPE OF WORK AND QUANTITY OF PERSONNEL AVAILABLE.
 2. **Attachment 2: CODE ENFORCEMENT CONSULTANT'S INVOICE FORMAT (3 PAGES).** THE OWNER'S STANDARD FORMS THAT WILL BE UTILIZED BY THE CODE ENFORCEMENT CONSULTANT FOR INVOICING FOR SUPPLEMENTAL SERVICES. THESE FORMS INCLUDE:
 - A. **PROFESSIONAL SERVICES REQUIRED (PAGE 1 OF 3)**
 - B. **PROJECT SCHEDULE (PAGE 2 OF 3)**
 - C. **PROFESSIONAL FEES (PAGE 3 OF 3)**

3. **Attachment 3: ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS:** THE OWNER'S STANDARD REQUIREMENTS FOR THE USE AND SUBMITTAL OF COMPUTER MEDIA.
4. **Attachment 4: AUTHORIZATION TO PROCEED (ATP) FORM:** STANDARD FORMS WHICH WILL BE USED BY THE OWNER WHEN ISSUING AN ATP FOR PROJECT SPECIFIC INCREMENTS OF WORK TO THE CODE ENFORCEMENT CONSULTANT. THESE SAMPLE DOCUMENTS INCLUDE:
 - A. **CODE ENFORCEMENT CONSULTANT'S INVOICE FORMAT (PAGE 1 OF 3)**
 - B. **CODE ENFORCEMENT CONSULTANT'S INVOICE (PAGE 2 OF 3)**
 - C. **CODE ENFORCEMENT CONSULTANT'S REIMBURSABLE INVOICE (PAGE 3 OF 3)**
5. **Attachment 5: LIST OF PROJECT TEAM MEMBERS**
6. **Attachment 6: DOCUMENT 00455 - BACKGROUND SCREENING**

9.7 **Extent of Agreement:**

- 9.7.1 This Agreement represents the entire and integrated agreement between the Owner and the Code Enforcement Consultant and supersedes all prior negotiations, representations or agreements, written or oral.
- 9.7.2 This Agreement may not be amended, changed, modified, or otherwise altered after the execution hereof, except by resolution of Owner and an Agreement executed by Owner and Code Enforcement Consultant.
- 9.7.3 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other party, nor shall it create a contractual relationship with any other party.
- 9.7.4 This Agreement shall be governed by the laws of the State of Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.
- 9.8 **Strict Performance:** The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.
- 9.9 **Prompt and Satisfactory Correction:** The Owner, at its sole discretion, may direct the Code Enforcement Consultant, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.
- 9.10 **Successors and Assigns:**
 - 9.10.1 The performance of this Agreement shall not be delegated or assigned by the Code Enforcement Consultant without the written consent of the Owner.
 - 9.10.2 The Code Enforcement Consultant and the Owner each binds one another, their partners, successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.
- 9.11 **Certification and Disclosure:**

9.11.1 The Code Enforcement Consultant certifies that by entering this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal department or agency.

9.11.2 The Code Enforcement Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Code Enforcement Consultant to solicit or secure this Agreement and that he or she 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. For the breach or violation of this provision, the Owner shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the fees due and owing to the Consultant, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. (Ch. 287.055, F.S.)

9.11.3 Where the Code Enforcement Consultant is unable to certify any of the statements in this certification, the Owner, at its sole option, may terminate this Agreement for cause.

9.12 **Non-Discrimination and Americans with Disabilities Act Amendments Act of 2008:**

9.12.1 **Non-Discrimination:** The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

9.12.2 **Americans with Disabilities Act Amendments Act of 2008:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

9.13 **Captions**

9.13.1 **Captions:** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

9.14 **Authority**

9.14.1 **Authority:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.

9.15 **Notice Provision**

9.15.1 When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in

compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice.

To School Board: Robert W. Runcie, Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, FL 33301

With copies to: Mary C. Coker, Director
The School Board of Broward County, Florida
Procurement and Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, FL 33323

Robert Hamberger, Chief Building Official
The School Board of Broward County, Florida
Building Department
2301 NW 26th Street, Building 9
Oakland Park, FL 33311

Code Enforcement
Consultant: Salvatore J. Giorlando, Principal
MEP STRUCTURAL ENGINEERING AND INSPECTIONS, INC.
6590 Cypress Road, Suite 106
Plantation, Florida 33317

With a copy to: Otto J. Letzelter, Principal
MEP STRUCTURAL ENGINEERING AND INSPECTIONS, INC.
6590 Cypress Road, Suite 106
Plantation, Florida 33317

9.16 Excess Funds

9.16.1 Any party receiving funds paid by The School Board of Broward County, Florida (SBBC) under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

9.17 Background Screening

9.17.1 **Background Screening:** Code Enforcement Consultant agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Code Enforcement Consultant, its agents, Subconsultants and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Code Enforcement Consultant or its personnel providing any services under the conditions described in the previous

sentence. Code Enforcement Consultant will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Code Enforcement Consultant and its personnel. The Parties agree that the failure of Code Enforcement Consultant to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Code Enforcement Consultant agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Code Enforcement Consultant's failure to comply with the requirement of this Section or Section 1012.32 and Section 1012.465, Florida Statutes in addition to any other indemnification obligations that may be imposed upon Code Enforcement Consultant pursuant to Article 7 of this Agreement and the laws of Florida.

ARTICLE 10 - INCORPORATION OF RFQ INTO AGREEMENT

10.01 In addition to those Attachments and References identified made part of this Agreement in Article 9.6.1, the provisions of RFP No. 18-215C ("Continuing Contracts for Emergency Building Code Services") (the "RFQ") are hereby incorporated into this Agreement. In the event of conflict between the provisions contained in this Agreement and the RFP, the more stringent provision shall prevail. If this Agreement is silent on an issue that is contained with the RFP, the provisions of the RFP shall be followed.

IN WITNESS WHEREOF, The School Board of Broward County, Florida, has caused this Agreement to be executed by the undersigned and the seal of the School Board to be set hereto; and the said Code Enforcement Consultant has caused this Agreement to be executed by the undersigned and the seal of the Code Enforcement Consultant set hereto on this day and year first above written.


THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Nora Rupert, Chair

Robert W. Runcie, Superintendent of
Schools

Approved as to Form and Legal Content:



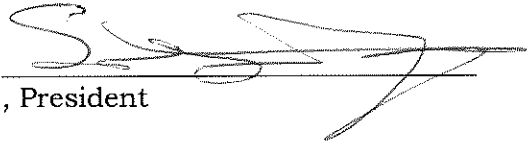
Office of the General Counsel

MEP STRUCTURAL, ENGINEERING AND INSPECTIONS, INC.

(ATTEST)

MEP STRUCTURAL, ENGINEERING AND INSPECTIONS, INC.

Salvatore J. Giorlando.



, President

Otto J. Letzelter, P.E./S.I., CBO, LEED AP



, Secretary

(CA9224)
Code Enforcement Consultant's
Certificate of Authorization No.

ACKNOWLEDGEMENT

**STATE OF FLORIDA
COUNTY OF BROWARD**

BEFORE ME this 9th day of October, 2018, appeared Otto Letzelter, PE, and, Salvatore

Giorlando personally known to me to be the persons described

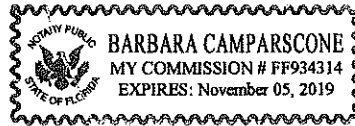
in and who executed the foregoing contract and acknowledge that he executed the same as his free act and deed for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last official this 9th day of October, 2018.

Notary Public State of Florida

My Commission Expires: November 5, 2019

(SEAL)



Barbara Camparscone
Signature – Notary Public

Barbara Camparscone
Printed Name of Notary

FF934314
Notary's Commission No.

**Professional Services Agreement for Continuing Contract
for Building Code Supplemental Services**

Attachment 1A: Scope of Work

1.1 General Requirements

- 1.1.1 The Owner may assign increments of work related to a specific project or other professional services as necessary to meet the needs of the Owner as outlined below.
- 1.1.2 The listed services below are not all encompassing and shall not limit those activities or services, which may be requested by the Owner.
- 1.2 The services provided by the entity and available to the School Board under this Agreement include: building official, plan review, permit inspections, code enforcement and other services related to building.
 - 1.2.1 Building Official services shall only be provided to the entity when specifically requested in writing by the School Board; otherwise, code enforcement authority shall remain with the School Board's Chief Building Official.
 - 1.2.2 Entity employees providing services pursuant to this Agreement shall (a) hold paper, valid certificates issued in accordance with the provisions of Chapter 468, Florida Statutes and (b) shall have successfully completed The Florida Department of Education, (CE) course in the State Requirements for Educational Facilities (SREF) and the Florida Building Code (FBC) Section 423.
- 1.3 The School Board issues permits and retains fees. The entity charges hourly rates for providing emergency supplemental staffing for the year to the School Board. The entity will maintain a finite group of resources to provide peak load relief or emergency services on a first come first serve basis.
- 1.4 Consultant shall provide all transportation required in the execution of the Work herein at no additional cost to the Owner.
- 1.5 The Consultant shall have on its staff a minimum of the following personnel available at the SBBC request:
 - Inspectors – Eight (8)
 - Plan Examiners – Four (4)

2.1 Basic Services

- 2.1.1 Required Field Inspection Services: Consultant shall perform field inspections as selected as selected by the SBBC Chief Building Official including, but not limited to, the following:
 - (A) Consultant shall inspect the contractor's work at the intervals as requested by the contractor according to the Florida Building Code, Florida Fire Prevention Code and SBBC requirements identified in the ATP (Authorization to Proceed).
 - (B) Consultant shall submit photo documentation to SBBC with inspection reports to the SBBC Chief Building Official for the following:

- (1) Code Inspection Reports – Inspections scheduled by the contractor.
- (2) Non-compliance notifications
- (3) Approved Final Inspection
- (4) Certificate of Occupancy
- (5) Quality Assurance and Control Inspections for compliance with plans and specifications

(C) The deficiencies documented shall be specific and include the property reference. The reports must include photo documentation or a SBBC approved equal to document the issues.

2.1.2 Relocatables: Inspections for relocatables shall be in accordance with Attachment “A”, “Mandatory and In-Progress Florida Building Code Inspections for Relocatables,” attached hereto and incorporated herein.

2.1.3 Time Frame:

- (A) Inspections will be performed within twenty-four (24) hours notification.
- (B) Report results of tests conducted by the Consultant shall be documented and transmitted to the Chief Building Official within five (5) working days, except Non-Compliance Reports, which shall be submitted within 24 hours.

2.1.4 Format: Inspection comments shall be specific and include the applicable code references and in a form provided by the SBBC.

2.1.5 Meetings/Reporting:

- (A) Consultant shall attend monthly meetings with the School Board Chief Building Official.
- (B) Consultant shall prepare monthly reports summarizing the monthly inspection activities.
- (C) Upon request of the SBBC Chief Building Official, Consultant shall provide clarifications as to the intent of the comments.

2.1.6 Notification of Deficiencies: Consultant shall notify the SBBC Chief Building Official in the event of non-compliance to the regulations in the Florida Building Code and Florida Fire Prevention Code, of such severity to withhold approval or acceptance and notification, no later than twenty-four (24) hours after discovery.

2.1.7 Other Services: Upon Request of the Chief Building Official, Consultant may assist and perform other duties including, but not limited to, development of inspection checklist, guidelines, procedures, standard details, etc.

2.1.8 Performance Evaluations: Consultant and SBBC may be periodically evaluated by an auditor from the SBBC, Office of Management/Facility Audit, for their performance. This evaluation will be forwarded to the consultant, Chief Building Official, and the SBBC, Director of Supply Management & Logistics, for each agency’s information.

**Professional Services Agreement for Continuing Contract
for Building Plan Review**

Attachment 1B: Scope of Work

1.01 General Requirements

- 1.01.01 The Owner may assign increments of work related to a specific project or other professional services as necessary to meet the needs of the Owner as outlined below.
- 1.02.02 The listed services below are not all encompassing and shall not limit those activities or services, which may be requested by the Owner.

2.02 Basic Services

- Plan Review of document submittals generated by outside consultants. Attend “Stand Up” Review meetings with Project Consultants and SBBC staff as requested by Owner.
- Review Addenda
- Review of Shop Drawings
- Review Architectural Supplemental Instructions
- Review As-Built Documents

- 2.02.01 The Project Consultant agrees to: (A) Provide complete professional plan review services and all necessary personnel, equipment and materials to perform services; (B) Complete services in accordance with the respective ATP’s for specific projects and related schedules. Owner schedules shall not be extended by consultant without prior notice and written approval of the Owner. (C) Provide other additional basic services as provided for within respective ATP’s issued under the Agreement for Continuing Contract for Building Code Plan Review.

3.01 Basic Services – Consultant Responsibilities

3.01.01 Code Compliance

- (A) Review: Consultant shall review the Project A/E’s design and construction documents to determine compliance with applicable codes and regulations at the following intervals:
- (1) Completion of Phase III 60% - Construction Documents
 - (2) Completion of Permit Documents
 - (3) Completion of Plan Changes
 - (4) Completion of Design and Construction
- (B) If at any design phase referenced in the ATP (Authorization to Proceed) Consultant notes during Plan Review any non-compliance to the Florida Building Code regulations, Consultant shall record those in the comment section of the Plan Review report to the School Board Chief Building Official.
- (C) Evaluation of Responses: Consultant shall review the project A/E’s responses to the plan review comments when reviewing subsequent submittals.

3.01.02 Plan Review Comments:

- (A) Plan Review Comments shall be documented and transmitted to the SBBC Chief Building Official according to the terms of the ATP.
- (B) Report results of tests conducted by the Consultant shall be documented and transmitted to the Chief Building Official within five (5) working days, except Non-Compliance's, which shall be submitted within 24 hours.

3.01.03 Format: Plan Review comments shall be specific and include the applicable code reference. The following disciplines must provide comments:

- (A) Structural/Architectural
- (B) Plumbing
- (C) Mechanical/HVAC
- (D) Electrical
- (E) Civil
- (F) The Plan Review report format may be developed by the Consultant but shall be acceptable to the SBBC Chief Building Official.

3.01.04 Meetings/Reporting:

- (A) Consultant shall attend monthly meetings with the School Board Chief Building Official.
- (B) Consultant shall prepare monthly reports summarizing the monthly plan review activities.
- (C) Upon request of the SBBC Chief Building Official, Consultant shall provide clarifications as to the intent of the comments.
- (D) Upon request and as per the ATP, Consultant shall attend the Design Review Committee meetings.

3.01.05 Notification of Deficiencies: Consultant shall notify the SBBC Chief Building Official in the event of Non-Compliance to the regulations in the Florida Building Code and Florida Prevention Code, of such severity to withhold approval or acceptance and notification no later than twenty-four (24) hours after discovery.

3.01.06 Other Services: Upon Request of the Chief Building Official, Consultant may assist and perform other duties including, but not limited to, development of inspection checklist, guidelines, procedures, standard details, etc.

3.01.07 Performance Evaluations: Consultant and SBBC may be periodically evaluated by an auditor from the SBBC, Office of Management/Facility Audit, for their performance. This evaluation will be forwarded to the consultant, Chief Building Official, and the SBBC, Director of Supply Management & Logistics, for each agency's information.

The School Board of Broward County, Florida

**Professional Services Agreement
Attachment 2:**

Building Code Supplemental Services Invoice Format

The School Board of Broward County, Florida requires submittal of the Building Inspector Services Consultant's invoice on the District's standard invoice forms attached to a transmittal form or letter on the Building Inspector Services Manager's company letterhead. Include the information and attachments described below:

1. Letterhead Containing Firm Information
 - A. Firm Name
 - B. Address
 - C. Telephone and FAX Numbers
 - D. Emergency Building Code Services Consultant's Invoice Reference Number _____
(Suggested)

2. Address Transmittal/Letter to:

Building Department
The School Board of Broward County, Florida
2301 NW 26th Street
Oakland Park, FL 33311
Attention: Robert Hamberger, Chief Building Official

3. Ensure that Transmittal/Letter references the following information:
 - A. Date of submittal.
 - B. The Invoice Number for ATP Number (example: Invoice No. 01 for ATP No. 01)
 - C. The School Board of Broward County's Purchase Order No.: (Which will be provided by the District's Chief Building Official at the beginning of the project.)

4. Ensure attachment of the following documents to the Transmittal/Letter:
 - A. Emergency Building Code Services Consultant's Invoice Form.
 - B. Emergency Building Code Services Consultant's Reimbursable Invoice Form.
 - C. Copy of signature page (page 3 of 3) of the Emergency Building Code Services Consultant's Authorization to Proceed.
 - D. Breakdown of hours by project name, project number, discipline, task, and employee in accordance with Articles 5 and 6 of the Agreement.



The School Board of Broward County, Florida
 The Building Department, RIPDC, Building 9
 2301 NW 26th Street, Oakland Park, FL 33311
 (754) 321-4800

Building Code Supplemental Services Consultant's Invoice

**Building Code
 Supplemental
 Services
 Consultant:
 Remit to Address:**

**Date:
 Invoice No:
 SBBC PO No.
 ATP No.
 Invoice From:**

Original Basic Fee	\$
Current basic fee	\$

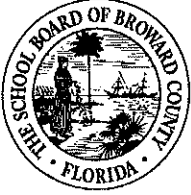
INVOICE TOTALS:

Summary	Current Fee	Previously Billed	This Invoice	Balance
Basic Services	\$	\$	\$	\$
Reimbursables	\$	\$	\$	\$
Total:	\$	\$	\$	\$

BASIC FEE TOTALS

Project Name	Hours Worked	Previously Billed	This Invoice	Balance
(ie H High School)	\$	\$ %	\$ %	\$ %
	\$	\$ %	\$ %	\$ %
	\$	\$ %	\$ %	\$ %
	\$	\$ %	\$ %	\$ %
	\$	\$ %	\$ %	\$ %
Total Previously Billed:	\$			
Total Amount This Invoice:			\$	
Total Balance:				\$

Submitted By: Name: Title: Date: (Signature)	Certified By: Name: N/A Title: N/A Date: (Signature)	Recommended By: Name: Robert Hamberger Title: Chief Building Official Date: (Signature)	Approved By: Name: Maurice Woods Title: Chief Strategy & Operations Officer Date: (Signature)
---	---	--	--



**The School Board of Broward County, Florida
 The Building Department, RIPDC, Building 9
 2301 NW 26th Street, Oakland Park, FL 33311
 (754) 321-4800**

Building Code Supplemental Services Consultant's Reimbursable Invoice

**Building Code
 Supplemental
 Services
 Consultant:
 Remit to
 address:**

**Invoice No:
 SBBC PO No.
 ATP No.**

Invoice From:

Item No.	Date	Reimbursable Item	Amount
Invoice Total			\$

Receipts for each Item must be attached.

Current Contract Amount:	\$	
Total This Invoice:	\$	
Total Previously Billed:	\$	
Total Balance:	\$	

Submitted By:	Certified By:	Recommended By:	Approved By:
Name:	Name: N/A	Name: Robert Hamberger	Name: Maurice Woods
Title:	Title: N/A	Title: Chief Building Official	Title: Chief Strategy & Operations Officer
Date:	Date:	Date:	Date:
(Signature)	(Signature)	(Signature)	(Signature)

**Professional Services Agreement
ATTACHMENT 3:**

Electronic Media Submittal Requirements

The School Board of Broward County, Florida utilizes electronic media as the principal way it develops, communicates and archives information concerning its various construction programs. To that end, the Board's standard Professional Services Agreements for consultant services require submittal of documents produced on electronic media. Requirements for that media are presented below.

ELECTRONIC MEDIA

A. General Requirements:

1. All Work, including surveys drawings, maps, details or other drawings and information to be provided on electronic media by the Consultant. Work under contract shall be accomplished and developed using computer-aided design and drafting (CADD) software and other related software and procedures conforming to the following criteria.
2. The School Board of Broward County, Florida contracts with one or more Internet bid advertising and distribution services and intends to advertise accordingly in addition to other media. Requirements for conversion to read-only electronic documents will be necessary and the project consultant must comply with such requirements. The file formats include Adobe Acrobat Reader and WHIP! Viewer conversions. **E-COMMERCE IS A RAPIDLY EVOLVING ENVIRONMENT AND THE PROJECT CONSULTANT MUST BE AWARE OF EMERGING DEVELOPMENTS. BE ADVISED OF THIS IMPORTANT AND DEVELOPING FORMATTING REQUIREMENT.**

B. Graphic Format:

1. Provide all CADD files with .dwg format using Autodesk, Inc.'s AutoCAD 2012 version for Windows.
2. It is the responsibility of the consultant to ensure that all electronic files and data deliverables are compatible with owner's target system.
3. Any non-graphical database delivered with prepared drawings: provide in relational database format compatible with Microsoft's Visual FoxPro, most current version of Microsoft Access, or other compatible SQL format database.
4. Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats.
5. All database tables: conform to the structure and field-naming guidance provided upon request by the Owner.

C. CADD Standards:

1. Standard plotted drawing size: 24 inch x 36 inch or 30 inch x 42 inch sheets.
2. Consultant shall coordinate with the Owner and provide the standard file naming protocol to be utilized.
3. Layering:
 - a. Conform to the most up-to-date guidelines defined by the American Institute of Architects (AIA) standard document, "CAD Layer Guidelines."
 - b. Provide an explanatory list of which layer is used at which drawing and an explanatory list of all layers which do not conform to the standard AIA CAD Layer Guidelines including any user definable fields permitted by the guidelines.
 - c. Layering for Florida Inventory of Schoolhouses (F.I.S.H.) documents: Obtain latest F.I.S.H. layering scheme from Owner prior to production of documents.
4. No deviations from the Owner's established project submittal and checklist standards will be permitted unless prior written approval of such deviation has been received from the Owner.

D. Non-Graphic Format:

1. Provide word processing files in Microsoft Word for Windows compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
2. Provide spreadsheet files in Microsoft Excel for windows compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
3. Provide database files in relational database format compatible with Microsoft's Visual FoxPro, Microsoft Access, or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure.

E. Delivery Media and Format:

1. Submit copies of all CADD files, data and other electronic files developed under this contract on appropriate electronic digital media as required for project phase submittals.
2. The electronic digital media shall be in the format that can be read and processed by the Owner's target CADD system.
3. The external label for each electronic digital media shall contain, as a minimum, the following information:
 - a. The Project Number, Project Title and date.
 - b. The Facility Name
 - c. The format and version of operating system and software.

- d. The name and version of utility software used for compression/decompression and copying files to the media.
- e. List of filenames.
- 4. Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:
 - a. Purge all files and remove all extraneous graphics outside the border area and set the active parameters to a standard setting or those in the Owner-furnished seed file.
 - b. Make sure all reference files are attached without device or directory specifications.
 - c. Compress all project electronic files using WINZIP or other compatible file compression/decompression software approved by the Owner.
 - d. All required project files both graphic and non-graphic, shall include color tables, pen tables, font libraries, block libraries, user command files, plot files, etc. All project related blocks must be provided to the Owner as a part of the electronic digital deliverables.
 - e. Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device or directory specifications.

F. Submittal:

- 1. Submit as Project Record Documents specified above and as required for project phase submittals and project record documents.
- 2. Submit electronic media with a transmittal letter containing, as a minimum, the following information:
 - a. The information included on the external label of each media unit along with the total number being delivered, and a list of the names and descriptions of the files on each one.
 - b. Brief instructions for transferring the files from the media.
 - c. Certification that all delivery media are free of known computer viruses. The release or version date of the virus-scanning software shall be the current version, which has detected the latest known viruses at the time of delivery of the digital media.
 - d. The following "Plot File Development and Project Documentation Information" shall be submitted as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.
 - 1) Documentation of the plot files for each drawing which will be needed to be able to duplicate the creation of the plot files by the Owner at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing size, and any other special instructions.

- 2) Instructions concerning how to generate plotted, or hard copy, drawings from the provided plot files.
- 3) List of all symbols and blocks created for the project.
- 4) List of any non-IGES crosshatch/patterns used.
- 5) List of all database files associated with each drawing, as well as a description and documentation of the database format.
- 6) Recommended modifications which will be necessary to make the data available for GIS use.

G. Ownership:

1. The School Board of Broward County, Florida shall have unlimited rights under the Professional Services Agreement of which this document is a part to all information and materials developed under these and other contractual requirements and furnished to the Owner and documentation thereof, reports, and listings, and all other items pertaining to the work and services pursuant to this agreement including any copyright.
2. Unlimited rights under this contract are rights to use, duplicate, or disclose text, data, drawings, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from the Consultant except where otherwise limited within the Contract.
3. The Owner will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.
4. All text, electronic digital files, data, and other products generated under this contract shall become the property of the Owner except where otherwise limited within the Contract.

H. Materials to the Construction Contractor:

1. The Owner and Consultant may make various electronic information available to the Contractor during the Construction phase of the Project. To this end, the Consultant shall make the following information available to the Contractor in electronic format:
 - a. Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.
 - b. Where Electronic Project Record Documents are required, the Consultant will provide the Contractor one set of AutoCAD (.dwg) electronic file format contract drawings, to be used for as-built drawings at the Contractor's option. Make electronic file drawings available on the appropriate electronic media.
 - c. The Consultant shall provide the Owner with a permitted set of construction documents inclusive of all changes made during the project.

I. Other Digital Information:

1. A variety of digital information may be generated and used by participants in the design process including the Owner, the Consultant, sub-consultants, Contractor, sub-contractors, the Owner's commissioning authority, local jurisdictional authorities etc.
2. The Consultant shall facilitate and participate wherever possible in this digital exchange of information by conforming to the standards expressed above.

Attachment 4



The School Board of Broward County, Florida
 The Building Department, RIPDC, Building 9
 2301 SW 26th Street, Oakland Park, FL 33311
 (754) 321-4800

Authorization To Proceed (Term Contracts)

Emergency Building Code Services Consultant: Project No.: _____ Project Title: _____ Facility Name: _____	Date: _____ SBBC P.O. No.: _____ Line No.: _____
--	--

The Work Authorization to Proceed, dated _____, 2015 is hereby issued pursuant to that Agreement for Open End Services for Building Code Inspector Services (“Agreement”), dated as of _____, between the School Board of Broward County, Florida (“Board”) and _____ - (“Building Code Inspector Services Consultant”). All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth below, Board and Building Code Inspector Services Consultant agree as follows:

Bldg. Inspection Plan Review

Other Services: _____ Attached: _____

This Authorization to Proceed is subject to the following attachments:

- Attachments: Scope of Work
 Project Schedule
 Compensation
 Qualification and Special Requirements
 Miscellaneous

The following professional services will be provided by the Building Code Inspector Services Consultant as a normal part of its Agreement for the Projects listed below:

Attachment 4



The School Board of Broward County, Florida
The Building Department, RIPDC, Building 9
2301 SW 26th Street, Oakland Park, FL 33311

(754) 32

Authorization To Proceed (Term Contracts) Cont.

Project Schedule

Building Code _____
Inspector Services _____
Consultant: _____

The required project schedule milestones are presented below. (Mandatory)

Date Required Or Estimated Time Period

ACTIVITY

Start

Finish

Work Authorization to Proceed

Attachment 4



The School Board of Broward County, Florida
The Building Department, RIPDC, Building 9
2301 SW 26th Street, Oakland Park, FL 33311
(754) 321-4800

Authorization To Proceed (Term Contracts)

Professional Fees

Building Code
 Inspector Services
 Consultant: _____

Phase	Original Basic Fee	Fee Authorized by ATP	Fee Previously Paid	Fee Balance
Emergency Building Code Services		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
Total:				

In accordance with the provisions of the Professional Services Agreement for Open End Services Emergency Building Code Services, payment for these services shall be made on the following basis:

Cost Plus with a Guaranteed Maximum Price as per Article 1.1.12

Approved By Building Code Inspector Services				Recommended By SBBC			
Name:				Name: Robert Hamberger			
Title:				Title: Chief Building Official			
Si	_____	Date:	_____	Signature:	_____	Date:	_____
Certified By SBBC				Approval by SBBC			
Name: N/A				Name: Maurice Woods			
Title: N/A				Title: Chief Strategy & Operations Officer			
Si	_____	Date:	_____	Signature:	_____	Date:	_____

This document is part of the Professional Services Agreement for Open End Services for Emergency Building Code Services between The School Board of Broward County, Florida (Owner) and the Emergency Building Code Services Consultant and is incorporated by reference into the terms and conditions of that agreement.

The School Board of Broward County, Florida

Agreement for Open End Services

Attachment 5

List of Project Team Members

Project Name: Building Code Supplemental Services

The list of project team members and titles for this project is presented below:

Where this Agreement or Attachments 1A, 1B or 4 hereto indicate a fee computed on the basis of Direct Salary Expense, such fee shall be a not-to-exceed amount based on the following hourly rates:

Labor Classification	Base Rate	Burden Factors				
		Taxes	W/C	TBD	TBD	TBD

Note: The hourly rates will be fixed hourly rates. The Project Consultant will submit to the Owner the labor rate per hour and the actual fringe benefit rate per hour for each labor classification. The Project Consultant will provide the cost per hour for each component of the fringe benefit rate. The Owner will review the labor and fringe benefit rate and based on the review may negotiate the labor rate set forth above. The labor rate will be used in pricing work subject to this Agreement.

**AGREEMENT FOR OPEN END SERVICES FOR BUILDING CODE
SUPPLEMENTAL SERVICES**

**BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND C.A.P. GOVERNMENT, INC.**

THIS AGREEMENT, made this 7th day of November in the year Two Thousand Eighteen, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA** (hereinafter called the "Owner" "SBBC" and/or "Board"), and:

C.A.P. GOVERNMENT, INC.

It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services from the Code Enforcement Consultant on various different projects from time to time. Rather than enter into separate agreements each time that is required, the Owner and Code Enforcement Consultant shall enter into this Agreement. The terms and conditions of this Agreement shall govern each of the individual projects for which the Code Enforcement Consultant is hired to provide services, per Attachments "1A & 1B" to this Agreement Scope of Work for Consulting Services. For each project, some or all of these Services will be part of the Scope of Work for that particular project or any additional work required by the Owner, related to the intended Scope of this Agreement. The Owner's Representative will assign increments of Work to the Code Enforcement Consultant via an Authorization to Proceed ("ATP") (Attachment 4) which will be completed for each project or service to which the Code Enforcement Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Code Enforcement Consultant evidencing the services, fees of the person performing the work, time, reimbursable and supplementary services, for that particular project and confirming the terms and conditions of this Agreement, each invoice will be supported with the actual hours worked by the team member, submitted to the Owner by the Code Enforcement Consultant in its original proposal and at the hourly rate submitted to the Owner based on the agreed hourly rates and Unit Prices. Each project assigned to the Code Enforcement

Consultant will be identified by the Owner's (as defined in 1.1.2) assigned project numbers. The term of this Open End Agreement shall commence on January 1, 2019, and unless this Agreement is extended, shall naturally expire on December 31, 2021; no new projects may be made part of this Open End Agreement more than three (3) years from the commencement date of this Agreement, unless the Agreement is extended. The total dollar amount for all fees to be paid to the Code Enforcement Consultant for all projects pursuant to this Agreement may not exceed Six Million Dollars (\$6,000,000). The Agreement may be extended for one year and/or One Million Dollars (\$1,000,000). The Owner and Code Enforcement Consultant agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Definitions:

- 1.1.1 The Chief Facilities & Construction Officer, Office of Facilities & Construction** - An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of the specific project for the Owner. Referred to hereinafter as the Chief Facilities & Construction Officer.
- 1.1.2 Owner** - The School Board of Broward County, Florida ("SBBC" and / or "Board"). The School Board of Broward County, Florida, through its Board, which is the entity authorized to approve all Agreements, changes in the scope of work, change orders, fees, final acceptance of the project, and final payment.
- 1.1.3 Owner's Representative** - The Chief Building Official, or designee.
- 1.1.4 Contractor** - Any person, firm or corporation with whom a Contract has been awarded by the Owner under any type of delivery process, for the performance of any work as directed by the Owner on the Work covered by the Contract.
- 1.1.5 Code Enforcement Consultant** - The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly licensed inspectors, plan reviewers or other design professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of this contract or Agreement, hereinafter referred to as Code Enforcement Consultant.
- 1.1.6 Project Manager** An employee of The School Board of Broward County, Florida, (SBBC) who is designated by the Chief Facilities & Construction Officer to manage or provide direct interface with the Contractor with respect to the Owner's responsibilities. May be a combination of Project Managers based on the complexity and size of the Project.
- 1.1.7 Project** - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, or other Professional Services necessary to build the component or parts of the Project identified in the project manual and as contemplated by the Owner's approved scope of work and budget.

- 1.1.8 **Phase** - A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion. A Phase may be designated for completion by the Owner's own forces, by Other Contractors or Professional Code Enforcement Consultants.
- 1.1.9 **Punch List** - A list of items of work required by the Contract Documents which after inspection by the Owner, Code Enforcement Consultant and the Contractor has been termed to be deficient and/or inconsistent with the Contract Documents or Professional Services.
- 1.1.10 **Subcontractor** - A person or entity other than a material man or laborer who enters into a Contract with a Contractor for the performance of any part of Construction. The term "Subcontractor" is referred to throughout the Construction Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contract or subcontract with the Owner.
- 1.1.11 **Fixed Limit of Construction (FLCC)** - Fixed Limit of Construction Cost, referred to hereinafter as FLCC, and is the total dollar value budgeted by the Owner for the Project.
- 1.1.12 **Guaranteed Maximum Price (GMP)** - The GMP is the maximum that the Owner shall pay the Contractor for the Work described in the contract documents.
- 1.1.13 **Submittals** - Documents prepared by the Contractor or those working on its behalf (subcontractors, material suppliers, and others) to show how a particular aspect of the Work is to be fabricated and installed. Contractor Submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.
- 1.1.14 **Substantial Completion** - The term Substantial Completion as used herein, shall mean that point at which, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy of the Work performed by the Contractor and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase. Occupancy may not be the sole factor in determining whether Substantial Completion has been achieved.
- 1.1.15 **Subconsultant** - A person or organization of properly registered design professionals who have entered into an agreement with the Project Consultant to furnish professional services for the Project.
- 1.1.16 **Superintendent or Contractor and/or Contractor's Project Manager** - An English speaking executive representative for the Contractor present on the project at all times during progress, authorized to receive and fulfill instructions from the Owner, the Project Consultant and the Code Enforcement Consultant, if applicable, and capable of management of the work efficiently as designated, per current and applicable contracts.
- 1.1.17 **Superintendent of Schools** - The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.
- 1.1.18 **Surety** - The entity which is bound by the Payment and Performance Bonds with and for the Contractor, and which engages to be responsible for the Construction and acceptable performance of the work and for its payment of all debts pertaining thereto.

- 1.1.19 **Building Code Inspector and Plans Examiner (BCI)** - Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida Statute 468 as a BCI by the State of Florida Department to provide plan review and inspections for code compliance. A BCI may provide plan review, construction inspection for code compliance and report non-compliant work to the Chief Building Official, Broward School Project Manager, Code Enforcement Consultant and Contractors under contract with the Owner.
- 1.1.20 **Scope of Work** - The totality of the obligations, including professional and other services, imposed on the Code Enforcement Consultant by the Authorization To Proceed, including all services to be provided by the Code Enforcement Consultant to fulfill its obligations. The Authorization To Proceed shall constitute the required Professional Services.
- 1.1.21 **Written Notice** - Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or an office of the corporation for who it is intended, or, if delivered or sent by registered mail or other traceable delivery service to the last business address known to the entity serving notice.
- 1.1.22 **Change Order** - A change order is issued and approved by the Owner for additions or deletions in the Scope of Work provided by the Contractor. A change order may increase or decrease the Contract amount or Time for Completion.
- 1.1.23 **Construction Change Directive (“CCD”)** - A CCD is issued and approved by the Owner or its designee for additions or deletions in the scope of work or services provided by the Contractor when the Change Order work needs to be expedited. The Contractor is not required to agree to the terms offered by the Owner for the Change Order Work.
- 1.1.24 **Contingency Use Directive (“CUD”)** - A CUD is issued and approved by the Owner for the purpose of accounting for unforeseen increases or decreases in the construction cost resulting from unforeseen circumstances relating to Construction.
- 1.1.25 **Supplemental Services** - Those services referred to in Article 5.2.
- 1.1.26 **Authorization to Proceed** - A fully approved and executed purchase order document in the form found in Attachment #4, issued by the Owner’s Representative to the Code Enforcement Consultant, which when fully executed authorizes Project Consultant to proceed with all or a portion of the Professional Services.
- 1.1.27 **Senior Project Manager (Design/or Construction)** - An employee of the Owner referred to hereinafter as the “SENIOR PM” and who is the direct Supervisor of the Project Managers.

ARTICLE 2 – CODE ENFORCEMENT CONSULTANT SERVICES AND RESPONSIBILITIES

- 2.1 **Consulting Services:** The Consulting Services are those set forth in the Professional Services Required form attached as Attachments “1A & 1B” hereto and incorporated by reference. It should be noted that the Consulting Services may be some or all of those services listed on Attachments “1A & 1B” to this Agreement, or other services designated by Owner.
- 2.2 **Licensure and Qualification:** Code Enforcement Consultant employees providing services to this Agreement shall:
- 2.2.1 Hold proper valid certificates issued in accordance with the provisions of Chapter 468, Florida Statutes, and shall have successfully completed The Florida Department of Education, Office

of Educational Facilities' Continuing Education (CE) course in the State Requirement for Educational Facilities (SREF) and the Florida Building Code (FBC) Section 423.

2.3 **Standard of Care and Representations:**

2.3.1 **Standard of Care:** The Owner's engagement of the Code Enforcement Consultant is based upon the Code Enforcement Consultant's representations to the Owner that: (A) it is an organization of experienced professionals authorized and licensed to do business in Florida; (B) the person responsible for performance pursuant to this Agreement is currently a licensed Building Official in the State of Florida; (C) it is qualified, willing and able to perform services for the Project; and that (D) it has the past experience and ability to provide services which will meet the Owner's objectives and requirements.

2.3.2 As to all services provided pursuant to this Agreement, the Code Enforcement Consultant shall furnish services by experienced personnel and under the supervision of qualified and experienced Code Enforcement Consultants, and shall exercise a degree of care and diligence in the performance of these services in accordance with the customary professional standards currently practiced by firms in Florida and in compliance with any and all applicable codes, laws, ordinances, etc. The Code Enforcement Consultant shall follow Quality Control guidelines and Inspection procedures as outlined in the attached Specification Section 01450.

2.3.3 Defective or deficient work furnished by the Code Enforcement Consultant shall be promptly corrected by the Code Enforcement Consultant at no cost to Owner, without limitations to other remedies or rights of Owner's approval, acceptance or use of or payment for all or any part of Code Enforcement Consultant's services hereunder or of the Project itself shall in no way alter the Code Enforcement Consultant's obligations or Owner's rights hereunder. The Code Enforcement Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects and if any of the original selected and approved personnel are changed by the Code Enforcement Consultant, the Owner will require the rate of the new employee and the professional qualifications of the replaced personnel for acceptance of the Owner or their representative.

2.3.4 **CODE ENFORCEMENT CONSULTANT'S PROPOSED TEAM MEMBERS**

The Code Enforcement Consultant proposes to utilize the personnel listed in Attachment 5, List of Project Team members, for all projects awarded pursuant to this Agreement:

2.3.5 All services provided by the Code Enforcement Consultant shall: (A) be in accordance with all applicable codes, including but not limited to, Florida State Board of Education Regulations, Chapter 6A-2.0111 (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities (SREF), Florida Building Code (FBC), Florida Fire Protection Code, Americans With Disabilities Act (ADA), in effect at the time of execution of this Agreement, and its referenced codes and standards; and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes), with Owner until final completion of the Project serving as the interpreter of the intent and meaning of SREF, FBC or any other applicable codes; and (B) be provided for the benefit of the Owner and not for the benefit of any other party. (C) If funding is Federal and the aggregate dollar amount or value exceeds two thousand (\$2,000) dollars, applicability of the Davis-Bacon Act and all its references will apply to any design or task and reference will be made within the specifications. Include all Code Enforcement Consultant services normally required for a project of this type as listed in the project scope. The Code Enforcement Consultant's services shall conform to Owner's specifications.

- 2.3.6 Notwithstanding any other provisions of this Agreement to the contrary, any substantially affected person may appeal any building code dispute or interpretation of the Chief Building Official of the School Board of Broward County, Florida to the Florida Building Commission as set forth in Florida Statute 1013.37 as amended from time to time and the Florida Building Code, as amended, from time to time.

ARTICLE 3 – SUB-CONSULTANTS

- 3.1 The use or employment of sub-consultants by the Code Enforcement Consultant is strictly prohibited.

ARTICLE 4 – THE OWNER’S RESPONSIBILITIES

- 4.1 Information, Documents and Services Furnished: The Owner shall consult with the Code Enforcement Consultant and provide such information regarding requirements for the Project as is reasonable to accomplish the services requested.
- 4.2 Owner Furnished Items: When documents, services, or other materials furnished by the Owner for the Code Enforcement Consultant’s use are deemed by the Code Enforcement Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Code Enforcement Consultant shall notify the Owner (within 48 hours in writing) of its opinion immediately upon discovery of same. Owner will notify Code Enforcement Consultant upon delivery of any inaccurate data provided to the Code Enforcement Consultant (within 72 Hours). Failure of the Code Enforcement Consultant to so notify the Owner shall result in the Code Enforcement Consultant’s being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, delays or other compensation related to the use of those Owner furnished materials.
- 4.3 Building Department:
- 4.3.1 **The Chief Building Official:** The Chief Building Official or designee shall act on behalf of the Owner in all matters pertaining to this Agreement, and shall approve all Authorizations to Proceed to the Code Enforcement Consultant and all invoices for payment to the Code Enforcement Consultant. See Article 5.1.4 below pertaining to Authorization to Proceed.

ARTICLE 5 – BASIS OF COMPENSATION

- 5.1 **Professional Basic Service Fees:**
- 5.1.1 The Owner agrees to pay the Code Enforcement Consultant, and the Code Enforcement Consultant agrees to accept for services rendered pursuant to this Agreement, based upon a Cost Plus with a Guaranteed Maximum based on Direct Personnel Expenses and/or a fee as set forth on Attachments 1A, 1B and 4 attached hereto and incorporated by reference.
- 5.1.2 The Basic Service Fee listed above (hereinafter called the “Fee”) is based on the scope of services for a project of this scope, size and complexity.
- 5.1.3 If the Owner authorizes an increase or decrease in the scope, size or complexity of the Project, the Fee will be adjusted as mutually agreed upon, in writing, by Owner and Code Enforcement Consultant.
- 5.1.4 The Code Enforcement Consultant shall not perform Professional Services, Supplemental Services, or Reimbursable Services until a written Purchase Order with the appropriate "line

number" has been issued by the Supply Management and Logistics Department together with a fully executed Authorization to Proceed. **ANY WORK PERFORMED BY THE CODE ENFORCEMENT CONSULTANT PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN AUTHORIZATION TO PROCEED AND PURCHASE ORDER SHALL BE AT THE CODE ENFORCEMENT CONSULTANT'S OWN RISK.**

5.2 Supplemental Fee:

5.2.1 The Code Enforcement Consultant may be authorized to perform Supplemental Services. See Article 5.1.4. The fee for such services will be based upon a Cost Plus with a Guaranteed Maximum based on Direct Personnel Expenses. Where a mutually agreeable Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense cannot be arrived at, the Owner may secure services from an independent source or from the Owner's resources. The Code Enforcement Consultant shall provide any information and/or copies of project documentation necessary to facilitate the provision of said supplemental services by others.

5.3 Direct Salary Expense:

5.3.1 Where this Agreement or Attachments 1A, 1B and 4 hereto indicates a fee computed on the basis of Direct Salary Expense, such fee shall be a not-to-exceed amount based on the following hourly rates:

Labor Classification	Base Rate	Burden Factors (%)				Total
		Taxes	W/C	O/H	Profit	
Building Official	\$52.00/hour	7.65%	2.78%	50%	7%	\$87.00
Building Code Inspector	\$36.25/hour	7.65%	2.78%	65%	12%	\$68.00
Plans Examiner	\$42.50/hour	7.65%	2.78%	75%	8%	\$82.00

Note: The hourly rates will be fixed hourly rates. The Code Enforcement Consultant will submit to the Owner the labor rate per hour and the actual fringe benefit rate per hour for each labor classification. The Code Enforcement Consultant will provide the cost per hour for each component of the fringe benefit rate. The Owner will review the labor and fringe benefit rate and based on the review may negotiate the labor rate set forth above. The labor rate will be used in pricing work subject to this Agreement.

5.4 **Direct Personnel Expense:** Direct Personnel Expense is defined as the salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on a project, and the portion of the actual cost of their mandatory non-discretionary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, pensions and similar contributions and benefits included on the table in Article 5.3, not to exceed one point two five (1.25) times raw labor.

5.5 Fees for Reimbursable:

5.5.1 Reimbursable are those items pre-approved, in writing, and authorized by the Owner in addition to the Supplemental Services and consist of actual expenditures made by the Code Enforcement Consultant and the Code Enforcement Consultant's employees and Sub-Consultants in the interest of the work.

5.5.2 Authorized travel outside the areas of Dade, Broward and Palm Beach Counties, lodging and meals in connection with the Project (subject to the limitations imposed by Chapter 112.061, Florida Statutes); fees paid for securing approval of authorities having jurisdiction over the

work, reproductions, (outside of Basic services and with prior written Owner approval), postage and handling of Drawings, Specifications and other documents.

- 5.5.3 The Owner will reimburse the Code Enforcement Consultant for authorized Reimbursable as verified by appropriate bills, invoices or statements.
- 5.5.4 Authorized Reimbursable shall not include charges for office rent or overhead expenses of any kind, including but not limited to, local telephone, cell phone and utility charges, overtime or any discretionary labor benefits office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to the Project. For all Reimbursable, the Code Enforcement Consultant must request a pre-approval in writing and authorized from the Owner and / or its representative, the invoice will be accompanied by the proof of the actual expenditures. The submitted cost of the reimbursable expenditures will be re-paid dollar for dollar and no additional markup will be authorized. Authorized reproductions in excess of sets required at each phase of the work will be a reimbursable upon a written approval by the Owner and / or its representative.

ARTICLE 6 - PAYMENTS TO THE CONSULTANT

- 6.1 Payment for Basic and Supplemental Services and/or Reimbursable:
 - 6.1.1 Payments for Basic and Supplemental Services and/or Reimbursable may be requested monthly, on the Owner's standard invoice format, in proportion to services performed during each portion of the work or other basis as set forth in the Schedules attached hereto and conforming to the, unit prices if applicable, for Attachments "1A & 1B". Owner in its sole discretion shall determine if the payment requested is in accordance with the proportion of the work performed.
 - 6.1.2 No payments shall be due to Code Enforcement Consultant unless and until all materials, forms and documents required by Owner have been provided by Code Enforcement Consultant and its Sub-Consultant to Owner or others who are to receive same. The Owner retains the right to withhold payment from the Code Enforcement Consultant for non-performance of the Code Enforcement Consultant during any phase or portion of the Project.
 - 6.1.3 The Code Enforcement Consultant shall submit invoices on the Owner's required invoice format as attached hereto as Attachment 2 and incorporated herein.
 - 6.1.4 All submitted invoices shall have copies of referenced Scope of Work and the Authorization to Proceed attached.
 - 6.1.5 Payments are due per the FS. 218.70 or the "Prompt Payment Act" and payable within forty (45) days from receipt of the Code Enforcement Consultant's invoice, provided it is in compliance with the requirements of this Agreement. If the invoice is not in compliance the payment request will be returned in writing for correction and/or full compliance within twenty (20) working days after the invoice is stamped as received.
 - 6.1.6 The Code Enforcement Consultant shall submit a monthly S/M/WBE utilization report with the monthly request for payment, on forms provided by the Owner.

6.2 **Project Suspension:**

- 6.2.1 If the Project is suspended for the convenience of the Owner for more than three (3) months or terminated in whole or in part during any Phase, the Code Enforcement Consultant shall be paid for services authorized by an Authorization to Proceed which were performed prior to such suspension or termination, together with the cost of Reimbursable Services and expenses then due.

ARTICLE 7 - INDEMNIFICATION CLAUSE

7.1 **Indemnification**

- 7.1.1 To the extent any provision or article of this agreement is held invalid or unenforceable the Court shall disregard said provision or article and enforce to the fullest extent permitted by law the remaining provisions or articles.
- 7.1.2 To the fullest extent permitted by law, the Code Enforcement Consultant shall indemnify and hold harmless the Owner, its Board members, officers, employees and agents (hereinafter collectively "Related Parties") from and against any and all liability, claims, causes of action (by whomever brought or alleged and regardless of the legal theories upon which the liability, claims or causes of action are based), losses, damage, costs, expenses and fees (including but not limited to reasonable fees of attorneys, expert witnesses and other Code Enforcement Consultants), which are or may be imposed upon, incurred by or asserted against Owner and/or Related Parties to the extent said liability, claims, causes of action, losses, damages, costs, expenses and/or fees are caused by the negligent, reckless or intentional wrongful acts of omission, error, misconduct, or commission of the Code Enforcement Consultant and other persons or entities employed or utilized by the Code Enforcement Consultant in the performance of the contract.
- 7.1.3 The indemnification rights accruing to the Owner and Related Parties under this Article are independent of, in addition to and not in limitation of or a condition precedent to any rights and remedies accruing to the Owner at law or in equity for damages resulting from Code Enforcement Consultant's breach of any duties arising under this Agreement.
- 7.1.4 The term "negligent acts" as defined herein includes, but is not limited to, the failure of the Code Enforcement Consultant to fully review, inspect and otherwise enforce compliance with all minimum requirements of the Florida Building Code and all other applicable codes, statutes and design criteria in effect on the date of this Agreement.
- 7.1.5 In any and all claims against the Owner by any employee of the Code Enforcement Consultant, or anyone for whose acts the Code Enforcement Consultant may be liable, the obligations for the Code Enforcement Consultant to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Code Enforcement Consultant under workman's compensation acts, disability acts, or other employee benefit acts.
- 7.1.6 In the event that any claims are brought or actions filed against the Owner with respect to the indemnity contained herein, the Code Enforcement Consultant agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Code Enforcement Consultant agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The

Code Enforcement Consultant further agrees to pay, at the sole expense of the Code Enforcement Consultant, the attorney's fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. However, if the claims or actions are covered by insurance and such coverage is acknowledged by the insurance company in writing to the Owner, then, in that case, the insurance company shall choose counsel, direct the defense and be the judge of the acceptability of any compromise or settlement of any such claims or actions against the Owner which are within the insurance policy limits and are paid by the insurance company solely. Otherwise, if the claims or actions are not covered by insurance, then, at its sole option the Owner shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.

7.1.7 The Code Enforcement Consultant recognizes the nature of the indemnification obligations imposed under this contract and voluntarily makes these covenants. The obligation imposed upon the Code Enforcement Consultant under this Indemnification Agreement shall survive termination of this contract.

7.2 Breach of Contract and Remedies

7.2.1 The Code Enforcement Consultant shall comply with all terms and conditions set forth within this Agreement. In the event, the Code Enforcement Consultant materially breaches this Agreement, the SBBC shall be entitled to all remedies available at law and/or in equity, including but not limited to, compensatory damages, consequential damages, special damages, delay damages, and attorney's fees and cost.

7.2.2 A Material Breach as defined herein includes, but is not limited to: 1) the Code Enforcement Consultant's failure to timely provide review, inspection and enforcement services that comply with all governing building codes and regulations; 2) the Code Enforcement Consultant's failure to timely respond to Requests for Information; 3) the Code Enforcement Consultant's failure to timely provide services; and any other material breach of this Agreement.

ARTICLE 8 - INSURANCE

8.1 General Insurance Requirements

8.1.1 The Code Enforcement Consultant shall not provide any services under this contract until the Code Enforcement Consultant has obtained all insurances required hereunder and such insurances have been approved by the Owner's Designated Risk Management Administrator. Owner may withhold payments due to Code Enforcement Consultant in accordance with this Agreement or terminate or suspend this Agreement with all costs or expenses associated with same to be paid by Code Enforcement Consultant in the event Code Enforcement Consultant fails to comply with any requirement in the Agreement regarding insurance.

8.1.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this Agreement shall have an "A"-rating and a financial rating of no less than VI in the current A.M. Best Manual OR hold a Moody's Investors Service Financial Strength of "Aa3" or better. (See additional requirements in section 8.1.5 of this Article).

- 8.1.3 All insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectable coverages maintained by the Owner. The Owner shall be named as an additional insured under the General Liability policy.
- 8.1.4 The Code Enforcement Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Agreement and shall maintain same at all times during the term of this Agreement. Such certificate shall include the Owner's Project number and full Project title (including applicable facility name) on the Certificate.
- 8.1.5 All certificates of insurance shall be in the form as approved by Insurance Standards Office (ISO), unless approved by Owner's designated Risk Management Administrator and such certificates shall clearly indicate that the Code Enforcement Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner's designated Risk Management Administrator.
- 8.1.6 The Code Enforcement Consultant shall verify that all Subconsultants/Subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions.
- 8.1.7 Neither approval by the Owner's Designated Risk Management Administrator, nor failure to disapprove the insurance provided by the Code Enforcement Consultant shall relieve the Code Enforcement Consultant of full responsibility to provide the insurance as required by this contract.
- 8.1.8 Insurance Provider and Surety: In the event that any insurance provider, including but not limited to performance and payment bond surety companies, is downgraded from A-VI rating by AM Best or Aa3 rating by Moody's Investor Service, or has an order of liquidation entered against it in any jurisdiction, Code Enforcement Consultant shall furnish a replacement insurance product, insurance policy or surety bond, that satisfies the requirements of this Agreement within fifteen (15) days of receipt of written notice from Owner's Designated Risk Management Administrator or from the time Code Enforcement Consultant becomes aware of the downgrade or order of liquidation whichever is sooner.
- 8.1.9 Code Enforcement Consultant and Surety shall have a continuing obligation to ensure that all insurance or surety requirements are satisfied throughout the construction of the project and until all post completion obligations including punch list and insurance warranty requirements are completed or expire.
- 8.1.10 Should at any time Code Enforcement Consultant not maintain the insurance coverages required in this Agreement, Owner may cancel the Agreement and any Authorizations to Proceed issued pursuant to the Agreement or, at Owner's designated Risk Management Administrator's sole discretion, it shall be authorized to purchase such coverages and charge Code Enforcement Consultant for such coverages purchased. If Code Enforcement Consultant fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset those costs from any amount due Code Enforcement Consultant under this Agreement. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner or its designated Risk Management

Administrator's decision to purchase such insurance coverage shall in no way be construed to be a waiver of its rights under this Agreement.

8.2 Insurance Required:

8.2.1 **Commercial General Liability Insurance:** The Code Enforcement Consultant shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, and Contractual Liability, to cover the indemnification language set forth herein. Limits shall not be less than \$1,000,000 per occurrence; \$2,000,000 general aggregate. Products Completed Operations aggregate shall not be less than \$2,000,000. The School Board of Broward County shall be named as an Additional Insured.

8.2.2 **Automobile Liability Insurance:** The Code Enforcement Consultant shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars (\$1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standard ISO Business Auto Policy CA 00 01. In the event the Awardee does not own any vehicles, we will accept hired and non-owned coverage for \$1,000,000 Combined Single Limits and we will require an affidavit signed by the Awardee indicating the following:

(Insured) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, _____ (Insured) agrees to provide proof of "Any Auto" coverage effective date of acquisition.

8.2.3 **Workers' Compensation Insurance:** The Code Enforcement Consultant shall maintain Workers' Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand \$500,000/\$500,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

8.2.4 **Professional Liability (Errors and Omissions):** The Code Enforcement Consultant shall procure a Professional Liability Insurance Policy with coverage of not less than One Million (\$1,000,000) Dollars and a deductible of not more than Twenty-Five Thousand (\$25,000) Dollars, providing for all sums which the Code Enforcement Consultant shall be legally obligated to pay as damages for claims arising out of or relating to the services performed by the Code Enforcement Consultant or any person employed or acting on the Code Enforcement Consultant's behalf, but not limited to Subconsultants/Subcontractors, in connection with this Agreement. The insurance policy, or a policy with the same terms and conditions, shall remain in full force and effect during the project and for a period of time terminating three (3) years after final completion of the project. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may authorize the Code Enforcement Consultant to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage, including but not limited to deductible amounts, based upon the scope of the Project.

8.2.5 **Insurance Warranty Period:** All Insurance policies (CGL; Auto Liability; Workers' Comp), must remain in effect during performance of the work and for a period of one (1) year after Certificate of Final Inspection (OEF 209) has been signed by the Chief Building Official /certified inspector. The Professional Liability policy must remain in effect for a period of three (3) years after Certificate of Final Inspection (OEF 209) has been signed by the Chief Building Official /certified inspector.

8.2.6 **Certificate of Insurance Requirements:** Prior to the commencement of any work, as evidence of required coverage, Code Enforcement Consultant must provide a Certificate of Insurance to School Board of Broward County, Florida's Risk Management Department for approval. Certificates should be faxed to School Board of Broward County's Certificate Tracking System at 1-866-897-0425.

8.2.6.1 Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

8.2.6.1.1 The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement # is: _____.

8.2.6.1.2 All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

8.2.6.1.3 Contractual liability is included in the General Liability policy.

8.2.6.1.4 Please include the Project Number and Project Name on the Certificate of Insurance.

ARTICLE 9 – GENERAL PROVISIONS

9.1 Performance:

9.1.1 **Performance and Delegation:** The services to be performed hereunder shall be performed by the Code Enforcement Consultant's own staff, unless otherwise approved by the Owner. Said approval shall not be construed as constituting an agreement between the Owners and said other person or firm.

9.1.2 **Term of Agreement:** The term of this Agreement shall start on January 1, 2019, and continue through December 31, 2021. The time for performance by the Code Enforcement Consultant for each individual Project pursuant to this Agreement shall be set forth in Attachment 4 hereto which is incorporated by reference.

9.1.3 **Time for Performance:** The Code Enforcement Consultant agrees to start all work hereunder upon receipt of Attachment 4 issued by the Chief Building Official or designee, as set forth on Attachment 4 ("ATP") hereto, and to complete all work in the time set forth by the Owner or his designee in a timely manner. The Code Enforcement Consultant acknowledges that failure to perform within the time stipulated may cause the Owner to sustain loss and damages and the Code Enforcement Consultant will be responsible for same. The Code Enforcement Consultant agrees that Owner is entitled to recover no less than One Hundred Dollars (\$100) per consecutive calendar day of unexcused delay caused by the Consultant's failure to comply with the times set forth in the fully executed ATP. Owner shall have the right to deduct such amounts from payments due and owing to the Consultant.

9.1.4 **Time Extensions:** A reasonable extension of time for completion of various aspects may be granted by the Owner should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Code Enforcement Consultant for additional or extra compensation. Under no circumstances shall the Code Enforcement Consultant be entitled to

additional compensation or payment as a result of or related to delays within the Project schedule. Time is of the essence with regard to the performance of this contract.

9.2 **Termination of Agreement:**

- 9.2.1 **Right to Terminate:** The Owner has the right to terminate this Agreement for its own convenience on a seven (7) days written notice. Upon termination of this Agreement, the Code Enforcement Consultant shall be paid in accordance with the terms of this Agreement. To receive payment, all inspection reports, photographs, videos, test reports, charts, sketches, studies, drawings, and other documents or other materials related to work authorized under this Agreement, whether finished or not, must be turned over to the Owner fully documented and with all supporting documentation including hours worked by each team member and at the rate which was agreed by contract.
- 9.2.2 The Code Enforcement Consultant may terminate this Agreement only for a material breach of the Agreement and provided the Code Enforcement Consultant has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then and in that event, the Code Enforcement Consultant is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance in writing.
- 9.2.3 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Code Enforcement Consultant to comply with any of its material obligations under this Agreement or a decrease in available Capital Outlay Funds. In such event, Code Enforcement Consultant shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Code Enforcement Consultant's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, then it shall be deemed to be a termination for convenience pursuant to Article 9.2.1 above, and the Code Enforcement Consultant's sole compensation shall be compensation in accordance with that paragraph.
- 9.2.4 Whether or not this Agreement is so terminated, the Code Enforcement Consultant shall be liable to Owner for any damage or loss resulting from such failure or violation by Code Enforcement Consultant. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.
- 9.2.5 **Annulment:** The Code Enforcement Consultant warrants that no one has been employed or retained other than an employee working solely for the Code Enforcement Consultant, to solicit or secure this Agreement; and that the Code Enforcement Consultant has not paid, nor agreed to pay, any company or other person any fee, commission, gift or other consideration contingent upon the making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability.
- 9.2.6 **Force Majeure:** The Owner's or Code Enforcement Consultant's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, or a decrease in available Capital Outlay Funds, shall not be deemed a breach of this Agreement.

- 9.2.7 **Green Statute:** 255.2575 Energy-efficient and sustainable buildings: All school district buildings shall be constructed to meet the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) rating system. This section shall apply to all buildings the architectural plans of which are commenced after July 1, 2008.
- 9.2.8 **Equal Employment Opportunity (EEO):** The Equal Employment Opportunity Commission (EEOC) requires employers to report various information about their employees, in particular, their racial/ethnic categories to prevent discrimination based on race/ethnicity.
- 9.3 **Code Enforcement Consultant's Accounting Records and Right to Audit Provisions:**
- 9.3.1 Code Enforcement Consultant's records which shall include, any and all records reasonably requested by Owner that relate to performance of services by Code Enforcement Consultant. Records include but are not limited to, information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), books, papers, documents subscriptions, recordings, estimates, price quotations, agreements purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers, monthly, quarterly, yearly or other financial statements, accounting records, payroll time sheets, job cost reports, job cost history, margin analysis, cancelled payroll checks, W-2's, 1099's, audited and unaudited financial statements to substantiate overhead rates, written policies and procedures, constructability or peer reviews, coordination documents, logs and supporting documentation, general ledger entries, insurance information, and any other supporting evidence necessary to substantiate charges related to this Agreement (all of the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Code Enforcement Consultant or any of his payees pursuant to the execution of this Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations), fees, reimbursable services, etc. as they may apply to costs, matters or items associated with this Agreement.
- 9.3.2 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Owner to Code Enforcement Consultant pursuant to this Agreement. All costs which the Code Enforcement Consultant is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of costs or found to be not in compliance with the provisions of this contract, shall be reimbursed to the Owner.
- 9.3.3 Owner's agent or its authorized representative shall have access to the Code Enforcement Consultant's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this Article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.
- 9.3.4 If an audit inspection or examination in accordance with this Article discloses overcharges (of any nature) by the Code Enforcement Consultant to the Owner in excess of \$25,000, the actual cost of the Owner's audit shall be paid by the Code Enforcement Consultant. If the audit discloses contract billing or charges to which Code Enforcement Consultant is not contractually entitled, Code Enforcement Consultant shall pay over to Owner said sum within 20 days of receipt of a written demand unless otherwise agreed to by both parties in writing.

9.4 **Ownership of documents:**

- 9.4.1 The documents developed under this Agreement shall become and be the sole property of the Owner whether the Project for which they were developed is executed or not. The Code Enforcement Consultant may maintain copies thereof for its records and for its future professional endeavors, although the Owner shall bear no liability or any responsibility whatsoever for such use of said documents by the Code Enforcement Consultant.
- 9.4.2 In the event of the Code Enforcement Consultant's termination under other provisions of this Agreement, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.
- 9.4.3 In the event Owner requests any such documents or materials referred to in this Article and Code Enforcement Consultant fails to provide same as requested by Owner, then Code Enforcement Consultant acknowledges that Owner will be irreparably harmed and subject to an injunction to provide same.
- 9.4.4 The Owner will not modify or distribute the documents, including electronic media versions, to third parties except for those purposes listed above without the expressed permission and consent of the Code Enforcement Consultant. The Owner will delete any title blocks or other marks identifying the originating Code Enforcement Consultant from any materials so distributed. The Owner will indemnify the Code Enforcement Consultant against any claims that result from the modification of data and disks by the Owner.

9.5 **Electronic Media:**

- 9.5.1 Where this Agreement or referenced provisions in the Contract require the Code Enforcement Consultant to provide information or documents in either electronic or magnetic media, the preparation and format of that media shall conform to the Owner's "Electronic Media Submittal Requirements" which are incorporated as Attachment 3 to this Agreement for Open End Services.

9.6 **Attachments and References:**

- 9.6.1 **The following named Attachments are made an integral part of this Agreement and are incorporated by reference:**

1. **Attachments 1A & 1B: SCOPE OF WORK: (BUILDING CODE INSPECTOR AND BUILDING PLAN REVIEW SERVICES) (2 PAGES EACH).** A LIST OF SERVICES THAT MAY BE SELECTED FROM THE SCOPE OF WORK AND QUANTITY OF PERSONNEL AVAILABLE.
2. **Attachment 2: CODE ENFORCEMENT CONSULTANT'S INVOICE FORMAT (3 PAGES).** THE OWNER'S STANDARD FORMS THAT WILL BE UTILIZED BY THE CODE ENFORCEMENT CONSULTANT FOR INVOICING FOR SUPPLEMENTAL SERVICES. THESE FORMS INCLUDE:
 - A. **PROFESSIONAL SERVICES REQUIRED (PAGE 1 OF 3)**
 - B. **PROJECT SCHEDULE (PAGE 2 OF 3)**
 - C. **PROFESSIONAL FEES (PAGE 3 OF 3)**

3. **Attachment 3: ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS:** THE OWNER'S STANDARD REQUIREMENTS FOR THE USE AND SUBMITTAL OF COMPUTER MEDIA.
4. **Attachment 4: AUTHORIZATION TO PROCEED (ATP) FORM:** STANDARD FORMS WHICH WILL BE USED BY THE OWNER WHEN ISSUING AN ATP FOR PROJECT SPECIFIC INCREMENTS OF WORK TO THE CODE ENFORCEMENT CONSULTANT. THESE SAMPLE DOCUMENTS INCLUDE:
 - A. **CODE ENFORCEMENT CONSULTANT'S INVOICE FORMAT (PAGE 1 OF 3)**
 - B. **CODE ENFORCEMENT CONSULTANT'S INVOICE (PAGE 2 OF 3)**
 - C. **CODE ENFORCEMENT CONSULTANT'S REIMBURSABLE INVOICE (PAGE 3 OF 3)**
5. **Attachment 5: LIST OF PROJECT TEAM MEMBERS**
6. **Attachment 6: DOCUMENT 00455 - BACKGROUND SCREENING**

9.7 **Extent of Agreement:**

- 9.7.1 This Agreement represents the entire and integrated agreement between the Owner and the Code Enforcement Consultant and supersedes all prior negotiations, representations or agreements, written or oral.
- 9.7.2 This Agreement may not be amended, changed, modified, or otherwise altered after the execution hereof, except by resolution of Owner and an Agreement executed by Owner and Code Enforcement Consultant.
- 9.7.3 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other party, nor shall it create a contractual relationship with any other party.
- 9.7.4 This Agreement shall be governed by the laws of the State of Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.
- 9.8 **Strict Performance:** The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.
- 9.9 **Prompt and Satisfactory Correction:** The Owner, at its sole discretion, may direct the Code Enforcement Consultant, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.
- 9.10 **Successors and Assigns:**
 - 9.10.1 The performance of this Agreement shall not be delegated or assigned by the Code Enforcement Consultant without the written consent of the Owner.
 - 9.10.2 The Code Enforcement Consultant and the Owner each binds one another, their partners, successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.
- 9.11 **Certification and Disclosure:**

9.11.1 The Code Enforcement Consultant certifies that by entering this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal department or agency.

9.11.2 The Code Enforcement Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Code Enforcement Consultant to solicit or secure this Agreement and that he or she 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. For the breach or violation of this provision, the Owner shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the fees due and owing to the Consultant, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. (Ch. 287.055, F.S.)

9.11.3 Where the Code Enforcement Consultant is unable to certify any of the statements in this certification, the Owner, at its sole option, may terminate this Agreement for cause.

9.12 **Non-Discrimination and Americans with Disabilities Act Amendments Act of 2008:**

9.12.1 **Non-Discrimination:** The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

9.12.2 **Americans with Disabilities Act Amendments Act of 2008:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

9.13 **Captions**

9.13.1 **Captions:** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

9.14 **Authority**

9.14.1 **Authority:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.

9.15 **Notice Provision**

9.15.1 When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in

compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice.

To School Board: Robert W. Runcie, Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, FL 33301

With copies to: Mary C. Coker, Director
The School Board of Broward County, Florida
Procurement and Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, FL 33323

Robert Hamberger, Chief Building Official
The School Board of Broward County, Florida
Building Department
2301 NW 26th Street, Building 9
Oakland Park, FL 33311

Code Enforcement
Consultant: Carlos A. Penin, PE
C.A.P. GOVERNMENT, INC.
100 SE 12th Street
Fort Lauderdale, FL 33316

Consultant: Carlos A. Penin, PE
C.A.P. GOVERNMENT, INC.
343 Almeria Avenue
Coral Gables, FL 33134

9.16 **Excess Funds**

9.16.1 Any party receiving funds paid by The School Board of Broward County, Florida (SBBC) under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

9.17 **Background Screening**

9.17.1 **Background Screening:** Code Enforcement Consultant agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Code Enforcement Consultant, its agents, Subconsultants and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Code Enforcement Consultant or its personnel providing any services under the conditions described in the previous

sentence. Code Enforcement Consultant will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Code Enforcement Consultant and its personnel. The Parties agree that the failure of Code Enforcement Consultant to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Code Enforcement Consultant agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Code Enforcement Consultant's failure to comply with the requirement of this Section or Section 1012.32 and Section 1012.465, Florida Statutes in addition to any other indemnification obligations that may be imposed upon Code Enforcement Consultant pursuant to Article 7 of this Agreement and the laws of Florida.

ARTICLE 10 - INCORPORATION OF RFQ INTO AGREEMENT

- 10.01 In addition to those Attachments and References identified made part of this Agreement in Article 9.6.1, the provisions of RFP No. 18-215C ("Continuing Contracts for Emergency Building Code Services") (the "RFQ") are hereby incorporated into this Agreement. In the event of conflict between the provisions contained in this Agreement and the RFP, the more stringent provision shall prevail. If this Agreement is silent on an issue that is contained with the RFP, the provisions of the RFP shall be followed.

IN WITNESS WHEREOF, The School Board of Broward County, Florida, has caused this Agreement to be executed by the undersigned and the seal of the School Board to be set hereto; and the said Code Enforcement Consultant has caused this Agreement to be executed by the undersigned and the seal of the Code Enforcement Consultant set hereto on this day and year first above written.

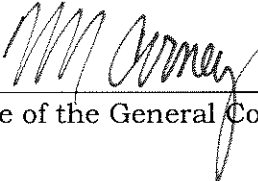
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Nora Rupert, Chair

Robert W. Runcie, Superintendent of
Schools

Approved as to Form and Legal Content:



Office of the General Counsel

C.A.P. GOVERNMENT, INC.

(ATTEST)

C.A.P. GOVERNMENT, INC.



Carlos A. Penin, President



Carlos A. Penin, Secretary

Code Enforcement Consultant's
Certificate of Authorization No. 5344

ACKNOWLEDGEMENT

**STATE OF FLORIDA
COUNTY OF BROWARD**

BEFORE ME this 8 day of October, 2018, appeared _____, and, _____

Carlos A. Penin, PE personally known to me to be the persons described

in and who executed the foregoing contract and acknowledge that he executed the same as his free act and deed for the purposes therein expressed.

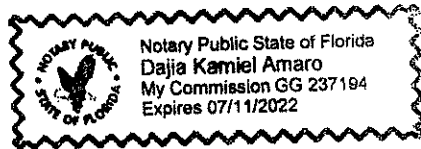
WITNESS my hand and official seal in the County and State last official this 8 day of

October, 2018.

Notary Public State of Florida

My Commission Expires:

(SEAL)



Dajia Amaro
Signature - Notary Public

Dajia Kamiel Amaro
Printed Name of Notary

GG 237194
Notary's Commission No.

**Professional Services Agreement for Continuing Contract
for Building Code Supplemental Services**

Attachment 1A: Scope of Work

1.1 General Requirements

- 1.1.1 The Owner may assign increments of work related to a specific project or other professional services as necessary to meet the needs of the Owner as outlined below.
- 1.1.2 The listed services below are not all encompassing and shall not limit those activities or services, which may be requested by the Owner.
- 1.2 The services provided by the entity and available to the School Board under this Agreement include: building official, plan review, permit inspections, code enforcement and other services related to building.
 - 1.2.1 Building Official services shall only be provided to the entity when specifically requested in writing by the School Board; otherwise, code enforcement authority shall remain with the School Board's Chief Building Official.
 - 1.2.2 Entity employees providing services pursuant to this Agreement shall (a) hold paper, valid certificates issued in accordance with the provisions of Chapter 468, Florida Statutes and (b) shall have successfully completed The Florida Department of Education, (CE) course in the State Requirements for Educational Facilities (SREF) and the Florida Building Code (FBC) Section 423.
- 1.3 The School Board issues permits and retains fees. The entity charges hourly rates for providing emergency supplemental staffing for the year to the School Board. The entity will maintain a finite group of resources to provide peak load relief or emergency services on a first come first serve basis.
- 1.4 Consultant shall provide all transportation required in the execution of the Work herein at no additional cost to the Owner.
- 1.5 The Consultant shall have on its staff a minimum of the following personnel available at the SBBC request:
 - Inspectors – Eight (8)
 - Plan Examiners – Four (4)

2.1 Basic Services

- 2.1.1 Required Field Inspection Services: Consultant shall perform field inspections as selected as selected by the SBBC Chief Building Official including, but not limited to, the following:
 - (A) Consultant shall inspect the contractor's work at the intervals as requested by the contractor according to the Florida Building Code, Florida Fire Prevention Code and SBBC requirements identified in the ATP (Authorization to Proceed).
 - (B) Consultant shall submit photo documentation to SBBC with inspection reports to the SBBC Chief Building Official for the following:

- (1) Code Inspection Reports – Inspections scheduled by the contractor.
- (2) Non-compliance notifications
- (3) Approved Final Inspection
- (4) Certificate of Occupancy
- (5) Quality Assurance and Control Inspections for compliance with plans and specifications

(C) The deficiencies documented shall be specific and include the property reference. The reports must include photo documentation or a SBBC approved equal to document the issues.

2.1.2 Relocatables: Inspections for relocatables shall be in accordance with Attachment “A”, “Mandatory and In-Progress Florida Building Code Inspections for Relocatables,” attached hereto and incorporated herein.

2.1.3 Time Frame:

- (A) Inspections will be performed within twenty-four (24) hours notification.
- (B) Report results of tests conducted by the Consultant shall be documented and transmitted to the Chief Building Official within five (5) working days, except Non-Compliance Reports, which shall be submitted within 24 hours.

2.1.4 Format: Inspection comments shall be specific and include the applicable code references and in a form provided by the SBBC.

2.1.5 Meetings/Reporting:

- (A) Consultant shall attend monthly meetings with the School Board Chief Building Official.
- (B) Consultant shall prepare monthly reports summarizing the monthly inspection activities.
- (C) Upon request of the SBBC Chief Building Official, Consultant shall provide clarifications as to the intent of the comments.

2.1.6 Notification of Deficiencies: Consultant shall notify the SBBC Chief Building Official in the event of non-compliance to the regulations in the Florida Building Code and Florida Fire Prevention Code, of such severity to withhold approval or acceptance and notification, no later than twenty-four (24) hours after discovery.

2.1.7 Other Services: Upon Request of the Chief Building Official, Consultant may assist and perform other duties including, but not limits to, development of inspection checklist, guidelines, procedures, standard details, etc.

2.1.8 Performance Evaluations: Consultant and SBBC may be periodically evaluated by an auditor from the SBBC, Office of Management/Facility Audit, for their performance. This evaluation will be forwarded to the consultant, Chief Building Official, and the SBBC, Director of Supply Management & Logistics, for each agency’s information.

**Professional Services Agreement for Continuing Contract
for Building Plan Review**

Attachment 1B: Scope of Work

1.01 General Requirements

- 1.01.01 The Owner may assign increments of work related to a specific project or other professional services as necessary to meet the needs of the Owner as outlined below.
- 1.02.02 The listed services below are not all encompassing and shall not limit those activities or services, which may be requested by the Owner.

2.02 Basic Services

- Plan Review of document submittals generated by outside consultants. Attend “Stand Up” Review meetings with Project Consultants and SBBC staff as requested by Owner.
 - Review Addenda
 - Review of Shop Drawings
 - Review Architectural Supplemental Instructions
 - Review As-Built Documents
- 2.02.01 The Project Consultant agrees to: (A) Provide complete professional plan review services and all necessary personnel, equipment and materials to perform services; (B) Complete services in accordance with the respective ATP’s for specific projects and related schedules. Owner schedules shall not be extended by consultant without prior notice and written approval of the Owner. (C) Provide other additional basic services as provided for within respective ATP’s issued under the Agreement for Continuing Contract for Building Code Plan Review.

3.01 Basic Services – Consultant Responsibilities

3.01.01 Code Compliance

- (A) Review: Consultant shall review the Project A/E’s design and construction documents to determine compliance with applicable codes and regulations at the following intervals:
- (1) Completion of Phase III 60% - Construction Documents
 - (2) Completion of Permit Documents
 - (3) Completion of Plan Changes
 - (4) Completion of Design and Construction
- (B) If at any design phase referenced in the ATP (Authorization to Proceed) Consultant notes during Plan Review any non-compliance to the Florida Building Code regulations, Consultant shall record those in the comment section of the Plan Review report to the School Board Chief Building Official.
- (C) Evaluation of Responses: Consultant shall review the project A/E’s responses to the plan review comments when reviewing subsequent submittals.

3.01.02 Plan Review Comments:

- (A) Plan Review Comments shall be documented and transmitted to the SBBC Chief Building Official according to the terms of the ATP.
- (B) Report results of tests conducted by the Consultant shall be documented and transmitted to the Chief Building Official within five (5) working days, except Non-Compliance's, which shall be submitted within 24 hours.

3.01.03 Format: Plan Review comments shall be specific and include the applicable code reference. The following disciplines must provide comments:

- (A) Structural/Architectural
- (B) Plumbing
- (C) Mechanical/HVAC
- (D) Electrical
- (E) Civil
- (F) The Plan Review report format may be developed by the Consultant but shall be acceptable to the SBBC Chief Building Official.

3.01.04 Meetings/Reporting:

- (A) Consultant shall attend monthly meetings with the School Board Chief Building Official.
- (B) Consultant shall prepare monthly reports summarizing the monthly plan review activities.
- (C) Upon request of the SBBC Chief Building Official, Consultant shall provide clarifications as to the intent of the comments.
- (D) Upon request and as per the ATP, Consultant shall attend the Design Review Committee meetings.

3.01.05 Notification of Deficiencies: Consultant shall notify the SBBC Chief Building Official in the event of Non-Compliance to the regulations in the Florida Building Code and Florida Prevention Code, of such severity to withhold approval or acceptance and notification no later than twenty-four (24) hours after discovery.

3.01.06 Other Services: Upon Request of the Chief Building Official, Consultant may assist and perform other duties including, but not limited to, development of inspection checklist, guidelines, procedures, standard details, etc.

3.01.07 Performance Evaluations: Consultant and SBBC may be periodically evaluated by an auditor from the SBBC, Office of Management/Facility Audit, for their performance. This evaluation will be forwarded to the consultant, Chief Building Official, and the SBBC, Director of Supply Management & Logistics, for each agency's information.

The School Board of Broward County, Florida

**Professional Services Agreement
Attachment 2:**

Building Code Supplemental Services Invoice Format

The School Board of Broward County, Florida requires submittal of the Building Inspector Services Consultant's invoice on the District's standard invoice forms attached to a transmittal form or letter on the Building Inspector Services Manager's company letterhead. Include the information and attachments described below:

1. Letterhead Containing Firm Information
 - A. Firm Name
 - B. Address
 - C. Telephone and FAX Numbers
 - D. Emergency Building Code Services Consultant's Invoice Reference Number _____
(Suggested)

2. Address Transmittal/Letter to:

Building Department
The School Board of Broward County, Florida
2301 NW 26th Street
Oakland Park, FL 33311
Attention: Robert Hamberger, Chief Building Official

3. Ensure that Transmittal/Letter references the following information:
 - A. Date of submittal.
 - B. The Invoice Number for ATP Number (example: Invoice No. 01 for ATP No. 01)
 - C. The School Board of Broward County's Purchase Order No.: (Which will be provided by the District's Chief Building Official at the beginning of the project.)

4. Ensure attachment of the following documents to the Transmittal/Letter:
 - A. Emergency Building Code Services Consultant's Invoice Form.
 - B. Emergency Building Code Services Consultant's Reimbursable Invoice Form.
 - C. Copy of signature page (page 3 of 3) of the Emergency Building Code Services Consultant's Authorization to Proceed.
 - D. Breakdown of hours by project name, project number, discipline, task, and employee in accordance with Articles 5 and 6 of the Agreement.



The School Board of Broward County, Florida
The Building Department, RIPDC, Building 9
 2301 NW 26th Street, Oakland Park, FL 33311
 (754) 321-4800

Building Code Supplemental Services Consultant's Invoice

Building Code
Supplemental
Services
Consultant:
Remit to Address:

Date:
Invoice No:
SBBC PO No.

ATP No.
Invoice From:

Original Basic Fee	\$
Current basic fee	\$

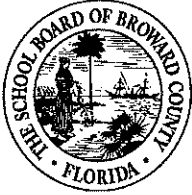
INVOICE TOTALS:

Summary	Current Fee	Previously Billed	This Invoice	Balance
Basic Services	\$	\$	\$	\$
Reimbursables	\$	\$	\$	\$
Total:	\$	\$	\$	\$

BASIC FEE TOTALS

Project Name	Hours Worked	Previously Billed	This Invoice	Balance
(ie H High School)	\$	\$	%	\$
	\$	\$	%	\$
	\$	\$	%	\$
	\$	\$	%	\$
	\$	\$	%	\$
Total Previously Billed:	\$			
Total Amount This Invoice:			\$	
Total Balance:				\$

Submitted By: Name: Title: Date: (Signature)	Certified By: Name: N/A Title: N/A Date: (Signature)	Recommended By: Name: Robert Hamberger Title: Chief Building Official Date: (Signature)	Approved By: Name: Maurice Woods Title: Chief Strategy & Operations Officer Date: (Signature)
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The School Board of Broward County, Florida
 The Building Department, RIPDC, Building 9
 2301 NW 26th Street, Oakland Park, FL 33311
 (754) 321-4800

Building Code Supplemental Services Consultant's Reimbursable Invoice

**Building Code
 Supplemental
 Services
 Consultant:**

**Remit to
 address:**

**Invoice No:
 SBBC PO No.
 ATP No.**

Invoice From:

Item No.	Date	Reimbursable Item	Amount
Invoice Total			\$

Receipts for each Item must be attached.

Current Contract Amount:	\$	
Total This Invoice:	\$	
Total Previously Billed:	\$	
Total Balance:	\$	

Submitted By:	Certified By:	Recommended By:	Approved By:
Name:	Name: N/A	Name: Robert Hamberger	Name: Maurice Woods
Title:	Title: N/A	Title: Chief Building Official	Title: Chief Strategy & Operations Officer
Date:	Date:	Date:	Date:
(Signature)	(Signature)	(Signature)	(Signature)

**Professional Services Agreement
ATTACHMENT 3:**

Electronic Media Submittal Requirements

The School Board of Broward County, Florida utilizes electronic media as the principal way it develops, communicates and archives information concerning its various construction programs. To that end, the Board's standard Professional Services Agreements for consultant services require submittal of documents produced on electronic media. Requirements for that media are presented below.

ELECTRONIC MEDIA

A. General Requirements:

1. All Work, including surveys drawings, maps, details or other drawings and information to be provided on electronic media by the Consultant. Work under contract shall be accomplished and developed using computer-aided design and drafting (CADD) software and other related software and procedures conforming to the following criteria.
2. The School Board of Broward County, Florida contracts with one or more Internet bid advertising and distribution services and intends to advertise accordingly in addition to other media. Requirements for conversion to read-only electronic documents will be necessary and the project consultant must comply with such requirements. The file formats include Adobe Acrobat Reader and WHIP! Viewer conversions. **E-COMMERCE IS A RAPIDLY EVOLVING ENVIRONMENT AND THE PROJECT CONSULTANT MUST BE AWARE OF EMERGING DEVELOPMENTS. BE ADVISED OF THIS IMPORTANT AND DEVELOPING FORMATTING REQUIREMENT.**

B. Graphic Format:

1. Provide all CADD files with .dwg format using Autodesk, Inc.'s AutoCAD 2012 version for Windows.
2. It is the responsibility of the consultant to ensure that all electronic files and data deliverables are compatible with owner's target system.
3. Any non-graphical database delivered with prepared drawings: provide in relational database format compatible with Microsoft's Visual FoxPro, most current version of Microsoft Access, or other compatible SQL format database.
4. Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats.
5. All database tables: conform to the structure and field-naming guidance provided upon request by the Owner.

C. CADD Standards:

1. Standard plotted drawing size: 24 inch x 36 inch or 30 inch x 42 inch sheets.
2. Consultant shall coordinate with the Owner and provide the standard file naming protocol to be utilized.
3. Layering:
 - a. Conform to the most up-to-date guidelines defined by the American Institute of Architects (AIA) standard document, "CAD Layer Guidelines."
 - b. Provide an explanatory list of which layer is used at which drawing and an explanatory list of all layers which do not conform to the standard AIA CAD Layer Guidelines including any user definable fields permitted by the guidelines.
 - c. Layering for Florida Inventory of Schoolhouses (F.I.S.H.) documents: Obtain latest F.I.S.H. layering scheme from Owner prior to production of documents.
4. No deviations from the Owner's established project submittal and checklist standards will be permitted unless prior written approval of such deviation has been received from the Owner.

D. Non-Graphic Format:

1. Provide word processing files in Microsoft Word for Windows compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
2. Provide spreadsheet files in Microsoft Excel for windows compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
3. Provide database files in relational database format compatible with Microsoft's Visual FoxPro, Microsoft Access, or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure.

E. Delivery Media and Format:

1. Submit copies of all CADD files, data and other electronic files developed under this contract on appropriate electronic digital media as required for project phase submittals.
2. The electronic digital media shall be in the format that can be read and processed by the Owner's target CADD system.
3. The external label for each electronic digital media shall contain, as a minimum, the following information:
 - a. The Project Number, Project Title and date.
 - b. The Facility Name
 - c. The format and version of operating system and software.

- d. The name and version of utility software used for compression/decompression and copying files to the media.
- e. List of filenames.
- 4. Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:
 - a. Purge all files and remove all extraneous graphics outside the border area and set the active parameters to a standard setting or those in the Owner-furnished seed file.
 - b. Make sure all reference files are attached without device or directory specifications.
 - c. Compress all project electronic files using WINZIP or other compatible file compression/decompression software approved by the Owner.
 - d. All required project files both graphic and non-graphic, shall include color tables, pen tables, font libraries, block libraries, user command files, plot files, etc. All project related blocks must be provided to the Owner as a part of the electronic digital deliverables.
 - e. Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device or directory specifications.

F. Submittal:

- 1. Submit as Project Record Documents specified above and as required for project phase submittals and project record documents.
- 2. Submit electronic media with a transmittal letter containing, as a minimum, the following information:
 - a. The information included on the external label of each media unit along with the total number being delivered, and a list of the names and descriptions of the files on each one.
 - b. Brief instructions for transferring the files from the media.
 - c. Certification that all delivery media are free of known computer viruses. The release or version date of the virus-scanning software shall be the current version, which has detected the latest known viruses at the time of delivery of the digital media.
 - d. The following "Plot File Development and Project Documentation Information" shall be submitted as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.
 - 1) Documentation of the plot files for each drawing which will be needed to be able to duplicate the creation of the plot files by the Owner at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing size, and any other special instructions.

- 2) Instructions concerning how to generate plotted, or hard copy, drawings from the provided plot files.
- 3) List of all symbols and blocks created for the project.
- 4) List of any non-IGES crosshatch/patterns used.
- 5) List of all database files associated with each drawing, as well as a description and documentation of the database format.
- 6) Recommended modifications which will be necessary to make the data available for GIS use.

G. Ownership:

1. The School Board of Broward County, Florida shall have unlimited rights under the Professional Services Agreement of which this document is a part to all information and materials developed under these and other contractual requirements and furnished to the Owner and documentation thereof, reports, and listings, and all other items pertaining to the work and services pursuant to this agreement including any copyright.
2. Unlimited rights under this contract are rights to use, duplicate, or disclose text, data, drawings, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from the Consultant except where otherwise limited within the Contract.
3. The Owner will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.
4. All text, electronic digital files, data, and other products generated under this contract shall become the property of the Owner except where otherwise limited within the Contract.

H. Materials to the Construction Contractor:

1. The Owner and Consultant may make various electronic information available to the Contractor during the Construction phase of the Project. To this end, the Consultant shall make the following information available to the Contractor in electronic format:
 - a. Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.
 - b. Where Electronic Project Record Documents are required, the Consultant will provide the Contractor one set of AutoCAD (.dwg) electronic file format contract drawings, to be used for as-built drawings at the Contractor's option. Make electronic file drawings available on the appropriate electronic media.
 - c. The Consultant shall provide the Owner with a permitted set of construction documents inclusive of all changes made during the project.

I. Other Digital Information:

1. A variety of digital information may be generated and used by participants in the design process including the Owner, the Consultant, sub-consultants, Contractor, sub-contractors, the Owner's commissioning authority, local jurisdictional authorities etc.
2. The Consultant shall facilitate and participate wherever possible in this digital exchange of information by conforming to the standards expressed above.

Attachment 4



The School Board of Broward County, Florida
 The Building Department, RIPDC, Building 9
 2301 SW 26th Street, Oakland Park, FL 33311
 (754) 321-4800

Authorization To Proceed (Term Contracts)

Emergency Building Code Services Consultant:		Date:	
Project No.:	_____	SBBC P.O. No.:	_____
Project Title:	_____	Line No.:	_____
Facility Name:	_____		_____

The Work Authorization to Proceed, dated _____, 2015 is hereby issued pursuant to that Agreement for Open End Services for Building Code Inspector Services (“Agreement”), dated as of _____, between the School Board of Broward County, Florida (“Board”) and _____ - (“Building Code Inspector Services Consultant”). All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth below, Board and Building Code Inspector Services Consultant agree as follows:

- Bldg. Inspection
 Plan Review
 Other Services: _____ Attached: _____

This Authorization to Proceed is subject to the following attachments:

- Attachments: Scope of Work
 Project Schedule
 Compensation
 Qualification and Special Requirements
 Miscellaneous

The following professional services will be provided by the Building Code Inspector Services Consultant as a normal part of its Agreement for the Projects listed below:

Attachment 4



The School Board of Broward County, Florida
The Building Department, RIPDC, Building 9
2301 SW 26th Street, Oakland Park, FL 33311

(754) 32

Authorization To Proceed (Term Contracts) Cont.

Project Schedule

Building Code
Inspector Services
Consultant:

The required project schedule milestones are presented below. (Mandatory)

Date Required Or Estimated Time Period

ACTIVITY

Start

Finish

Work Authorization to Proceed

Attachment 4



The School Board of Broward County, Florida
The Building Department, RIPDC, Building 9
2301 SW 26th Street, Oakland Park, FL 33311
(754) 321-4800

Authorization To Proceed (Term Contracts)

Professional Fees

Building Code
 Inspector Services
 Consultant: _____

Phase	Original Basic Fee	Fee Authorized by ATP	Fee Previously Paid	Fee Balance
Emergency Building Code Services		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
Total:				

In accordance with the provisions of the Professional Services Agreement for Open End Services Emergency Building Code Services, payment for these services shall be made on the following basis:

Cost Plus with a Guaranteed Maximum Price as per Article 1.1.12

Approved By Building Code Inspector Services				Recommended By SBBC			
Name:				Name: Robert Hamberger			
Title:				Title: Chief Building Official			
Si	_____	Date:	_____	Signature:	_____	Date:	_____
Certified By SBBC				Approval by SBBC			
Name: N/A				Name: Maurice Woods			
Title: N/A				Title: Chief Strategy & Operations Officer			
Si	_____	Date:	_____	Signature:	_____	Date:	_____

This document is part of the Professional Services Agreement for Open End Services for Emergency Building Code Services between The School Board of Broward County, Florida (Owner) and the Emergency Building Code Services Consultant and is incorporated by reference into the terms and conditions of that agreement.

The School Board of Broward County, Florida

Agreement for Open End Services

Attachment 5

List of Project Team Members

Project Name: Building Code Supplemental Services

The list of project team members and titles for this project is presented below:

Where this Agreement or Attachments 1A, 1B or 4 hereto indicate a fee computed on the basis of Direct Salary Expense, such fee shall be a not-to-exceed amount based on the following hourly rates:

Labor Classification	Base Rate	Burden Factors				
		Taxes	W/C	TBD	TBD	TBD

Note: The hourly rates will be fixed hourly rates. The Project Consultant will submit to the Owner the labor rate per hour and the actual fringe benefit rate per hour for each labor classification. The Project Consultant will provide the cost per hour for each component of the fringe benefit rate. The Owner will review the labor and fringe benefit rate and based on the review may negotiate the labor rate set forth above. The labor rate will be used in pricing work subject to this Agreement.