

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

**BETWEEN  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
AND CODE ENFORCEMENT CONSULTANT**

THIS AGREEMENT, made this 22nd day of July in the year Two Thousand Fourteen,  
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 with estimated construction costs that do not exceed the limit set forth in Florida Statute 287.055 as amended 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 commences on the date of this Agreement as set forth above; no new projects may be made part of this Open End Agreement more than three (3) years from the date of this Agreement unless the contract 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 Two Million (\$2,000,000) Dollars. The Agreement may be extended for one year and/or Four Hundred Thousand (\$400,000) Dollars. 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 registered professional architects, engineers, 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, or Code Enforcement Consultants 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 Sub-Consultant 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 construction for construction of 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 professional architects, engineers or other design professionals who have entered into an agreement with the Owner or 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 Examiners (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 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, registered Professional Architect or Engineer 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.

**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; Crime Prevention Through Environmental Design (CPTED) (Broward Sheriff's Office), 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       | \$ 45.73  | 7.65               | 2.76 | 60.01 | 10.01  | \$ 82.50 |
| Building Code Inspector | \$ 44.51  | 5.94               | 2.16 | 24.55 | 7.77   | \$ 62.50 |
| Plans Examiner          | \$ 41.98  | 7.32               | 2.66 | 53.16 | 9.58   | \$ 72.50 |
|                         |           |                    |      |       |        |          |

Note: The hourly rates will be negotiated 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 will 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.

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- 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 repaid 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 Attachment 1. 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 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 contract administration 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 Contract or terminate or suspend this contract 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 Contract 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 The Certificates shall clearly indicate that the Code Enforcement Consultant has obtained insurance of the type, amount and classification required by these provisions. Such insurance shall be in excess of any pending claims at the time of contract award to the Code Enforcement Consultant. The Code Enforcement Consultant shall be responsible for providing written notification to the SBBC 30 days in advance of cancellation, expiration, reduction in coverage limits or any material change in the specified coverage required by this contract. The certificate must contain a provision for written notification to the SBBC in accordance with policy provisions as outlined in the current ISO Accord 25 (2009/09) form]; or should older ISO versions be available provide a minimum of 30-days notice of material changes or cancellation to SBBC.
- 8.1.6 The Code Enforcement Consultant shall verify that all Sub-Contractors 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.

**8.2 Insurance Required:**

- 8.2.1 **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.

- 8.2.2 **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 Sub-Consultants, 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.

- 8.2.3 **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 **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.
- 8.2.5 **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, Awardee 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 upon the date of this Agreement and no additional Projects may be added to this Agreement more than three (3) years after the date of this Agreement. The Agreement may be extended by one year and not to exceed Four Hundred Thousand (\$400,000). 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 his 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, ~~Sub-Consultant files (including proposals of successful and unsuccessful Sub-Consultant), original estimates, estimating worksheets, computer records, disks and software, videos, photography, correspondence, change order files (including documentation covering negotiated settlements),~~ 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 ~~Consultant shall require all Sub-Consultants to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Consultant pursuant to this Agreement.~~

9.3.5 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. **Attachment 1: SCOPE OF WORK: (1a - Emergency Building Code Inspection Services) Three (3) Pages, and, (1b - Building Plan Review) Three (3) Pages. A LIST OF SERVICES THAT MAY BE SELECTED FROM THE SCOPE OF WORK.**
2. **Attachment 2: CODE ENFORCEMENT CONSULTANT'S INVOICE FORMAT: THE OWNER'S STANDARD FORMS THAT WILL BE UTILIZED BY THE CODE ENFORCEMENT CONSULTANT FOR INVOICING FOR SUPPLEMENTAL SERVICES. THESE FORMS INCLUDE:**
  - A. **CODE ENFORCEMENT CONSULTANT'S INVOICE**
  - B. **CODE ENFORCEMENT CONSULTANT'S REIMBURSABLE INVOICE**
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. **PROFESSIONAL SERVICES REQUIRED PAGE 1 OF 3**
  - B. **PROJECT SCHEDULE PAGE 2 OF 3**
  - C. **PROFESSIONAL FEES PAGE 3 OF 3**
5. **Attachment 5: LIST OF PROJECT TEAM MEMBERS**
6. **Attachment 6: DOCUMENT 00455 - BACKGROUND SCREENING**
7. **Attachment 7: IRS FORM W-9**
8. **Attachment 8: DOCUMENT 01450, QUALITY CONTROL**



**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 a copies to: Shelley Meloni, Task Assigned Chief Facilities &  
Construction Officer  
The School Board of Broward County, Florida  
1400 NW 14<sup>th</sup> Court, Ft. Lauderdale, FL 33311  
Sunrise, FL 33323

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

Code Enforcement Consultant:  
Carlos A. Penin, PE, President  
3265 Meridian Parkway, Suite 100  
Weston, FL 33331

#### **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 RFP 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. 14-069F ("Continuing Contracts for Emergency Building Code Services") (the "RFP") 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**

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

**ATTEST**

\_\_\_\_\_  
Chair

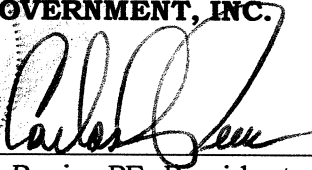
\_\_\_\_\_  
Superintendent of Schools

Approved as to Form and Legal Content:

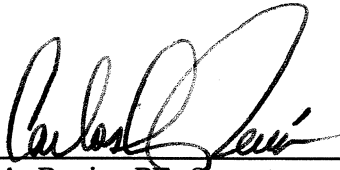
  
\_\_\_\_\_  
Office of the General Counsel

**C.A.P. GOVERNMENT, INC.**

**SEAL  
C.A.P. GOVERNMENT, INC.**

  
\_\_\_\_\_  
Carlos A. Penin, PE, President

**ATTEST**

  
\_\_\_\_\_  
Carlos A. Penin, PE, Secretary

5344  
Code Enforcement Consultant's  
Certificate of Authorization No.

**ACKNOWLEDGEMENT**

**STATE OF FLORIDA  
COUNTY OF BROWARD**

BEFORE ME this 30 day of May, 2014, appeared ✓

and IS personally known to me to

be the persons described in and who executed the foregoing contract and acknowledge

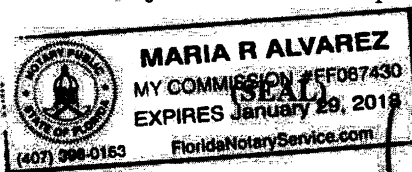
that he executed the same as his free act and deed for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last official this 30 day

of May, 2014.

Notary Public State of Florida

My Commission Expires:



[Signature]  
Signature of Notary Public

MARIA R. ALVAREZ  
Printed Name of Notary

FF087430  
Notary's Commission No.

# **The School Board of Broward County, Florida**

## **Professional Services Agreement for Continuing Contract for Emergency Building Code Inspection 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.

#### **2.1 Basic Services**

- 2.1.1 Required Field Inspection Services: Consultant shall perform field inspections 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 Relocateables: Inspections for relocateables 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 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.

**The School Board of Broward County, Florida**  
**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.

**2.01 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
- 2.01.01 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 50% - Construction Documents
  - (2) Completion of Phase III 100% - Construction Documents
  - (3) Completion of Bid Documents
  - (4) Completion of Addenda
  - (5) 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) Fire Safety (Requires F.S. 633 Certification)

(E) Electrical

(F) Civil

(G) 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:**

## **Emergency Building Code Services Invoice Format**

The School Board of Broward County, Florida requires submittal of the Emergency Building Code Services Consultant's invoice on the District's standard invoice forms attached to a transmittal form or letter on the Emergency Building Code 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 26<sup>th</sup> 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 26<sup>th</sup> Street, Oakland Park, FL 33311**  
**(754) 321-4800**

**Emergency Building Code Services Consultant's Invoice**

**Emergency  
Building Code  
Services  
Consultant:**

**Remit to address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**Invoice From:**

|                      |    |
|----------------------|----|
| <b>Basic Fee:</b>    | \$ |
| <b>Overhead Fee:</b> | \$ |

**INVOICE TOTALS:**

| Category       | Current Fee | Previously Billed | This Invoice | Balance |
|----------------|-------------|-------------------|--------------|---------|
| Basic Services | \$          | \$                | \$           | \$      |
| Reimbursables  | \$          | \$                | \$           | \$      |
| <b>Total:</b>  | \$          | \$                | \$           | \$      |

**BASIC FEE TOTALS**

| Project Name         | Hours Worked | Previously Billed | This Invoice | Balance |
|----------------------|--------------|-------------------|--------------|---------|
| (ie HHH High School) | \$           | \$ %              | \$ %         | \$ %    |
|                      | \$           | \$ %              | \$ %         | \$ %    |
|                      | \$           | \$ %              | \$ %         | \$ %    |
|                      | \$           | \$ %              | \$ %         | \$ %    |
|                      | \$           | \$ %              | \$ %         | \$ %    |
|                      | \$           | \$ %              | \$ %         | \$ %    |

|                                   |    |    |
|-----------------------------------|----|----|
| <b>Total Previously Billed:</b>   | \$ |    |
| <b>Total Amount This Invoice:</b> | \$ |    |
| <b>Total Balance:</b>             |    | \$ |

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



**The School Board of Broward County, Florida**

**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 26<sup>th</sup> 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 \_\_\_\_\_, 2013 is hereby issued pursuant to that Agreement for Open End Services for Emergency Building Code Services ("Agreement"), dated as of \_\_\_\_\_, between the School Board of Broward County, Florida ("Board") and \_\_\_\_\_ - ("Emergency Building Code 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 Emergency Building Code 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 Emergency Building Code Services Consultant as a normal part of its Agreement for the Projects listed below:

The School Board of Broward County, Florida  
Professional Service Agreement for Open End Services For Emergency Building Code Services  
Board Approval Date



## Attachment 4

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

(754) 321-4800

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### Authorization To Proceed (Term Contracts) Cont.

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#### Project Schedule

Emergency Building Code  
Services Consultant:

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

| ACTIVITY                      | Date Required Or Estimated Time Period |        |
|-------------------------------|----------------------------------------|--------|
|                               | Start                                  | Finish |
| Work Authorization to Proceed |                                        |        |



## Attachment 4

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

(754) 321-4800

### Authorization To Proceed (Term Contracts)

#### Professional Fees

Emergency Building Code  
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

|                                                                |  |       |  |                                            |  |       |  |
|----------------------------------------------------------------|--|-------|--|--------------------------------------------|--|-------|--|
| <b>Approved By Emergency Building Code Services Consultant</b> |  |       |  | <b>Recommended By SBBC</b>                 |  |       |  |
| Name:                                                          |  |       |  | Name: Robert Hamberger                     |  |       |  |
| Title:                                                         |  |       |  | Title: Chief Building Official             |  |       |  |
| Signature:                                                     |  | Date: |  | Signature:                                 |  | Date: |  |
| <b>Certified By SBBC</b>                                       |  |       |  | <b>Approval by SBBC</b>                    |  |       |  |
| Name: N/A                                                      |  |       |  | Name: Maurice Woods                        |  |       |  |
| Title: N/A                                                     |  |       |  | Title: Chief Strategy & Operations Officer |  |       |  |
| Signature:                                                     |  | 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: Continuing Contract for Emergency Building Code Services**

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 (%) |      |       |        | Total    |
|-------------------------|-----------|--------------------|------|-------|--------|----------|
|                         |           | Taxes              | W/C  | O/H   | Profit |          |
| Building Official       | \$ 45.73  | 7.65               | 2.76 | 60.01 | 10.01  | \$ 82.50 |
| Building Code Inspector | \$ 44.51  | 5.94               | 2.16 | 24.55 | 7.77   | \$ 62.50 |
| Plans Examiner          | \$ 41.98  | 7.32               | 2.66 | 53.16 | 9.58   | \$ 72.50 |
|                         |           |                    |      |       |        |          |

Note: The hourly rates will be negotiated 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 will negotiate the labor rate set forth above. The labor rate will be used in pricing work subject to this Agreement.



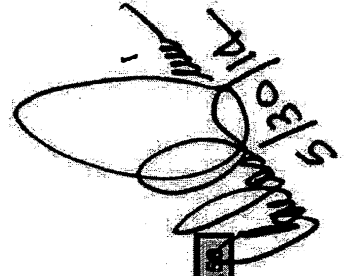
The list of project team members and titles for this project is presented below:



| Labor Classification                                |                  |                 |                |                  |                 |                                           |
|-----------------------------------------------------|------------------|-----------------|----------------|------------------|-----------------|-------------------------------------------|
| Building Official                                   | Base Rate        | Taxes           | W/C            | O/H              | Profit          | Total                                     |
| Building Official / Plans Examiner / Inspector      | \$ 35.00         | \$ 2.68         | \$ 0.97        | \$ 56.00         | \$ 3.50         | \$ 98.15                                  |
| Asst. Building Official / Plan Examiner / Inspector | \$ 40.00         | \$ 3.06         | \$ 1.11        | \$ 64.00         | \$ 4.00         | \$ 112.17                                 |
| Building Official                                   | \$ 38.00         | \$ 2.91         | \$ 1.05        | \$ 60.80         | \$ 3.80         | \$ 106.56                                 |
| Building Official                                   | \$ 38.00         | \$ 2.91         | \$ 1.05        | \$ 60.80         | \$ 3.80         | \$ 106.56                                 |
| Building Official                                   | \$ 45.00         | \$ 3.44         | \$ 1.25        | \$ 72.00         | \$ 4.50         | \$ 126.19                                 |
| Building Department Director                        | \$ 43.27         | \$ 3.31         | \$ 1.20        | \$ 69.23         | \$ 4.33         | \$ 121.34                                 |
| <b>Total</b>                                        | <b>\$ 239.27</b> | <b>\$ 18.30</b> | <b>\$ 6.63</b> | <b>\$ 382.83</b> | <b>\$ 23.93</b> | <b>\$ 670.96</b>                          |
| <b>Average for Labor Classification</b>             | <b>\$ 39.88</b>  | <b>\$ 3.05</b>  | <b>\$ 1.10</b> | <b>\$ 63.81</b>  | <b>\$ 3.99</b>  | <b>\$ 111.83</b>                          |
|                                                     |                  |                 |                |                  |                 | <b>Approved Negotiated Rate: \$ 82.50</b> |

| Plans Examiner                          | Base Rate        | Taxes           | W/C             | O/H              | Profit          | Total                                     |
|-----------------------------------------|------------------|-----------------|-----------------|------------------|-----------------|-------------------------------------------|
| Chief Mechanical Plans Examiner         | \$ 38.46         | \$ 2.94         | \$ 1.07         | \$ 61.54         | \$ 3.85         | \$ 107.85                                 |
| Chief Plumbing Plans Examiner           | \$ 34.62         | \$ 2.65         | \$ 0.96         | \$ 55.39         | \$ 3.46         | \$ 97.08                                  |
| Chief Mechanical Plans Examiner         | \$ 40.00         | \$ 3.06         | \$ 1.11         | \$ 64.00         | \$ 4.00         | \$ 112.17                                 |
| Chief Structural Plans Examiner         | \$ 50.00         | \$ 3.83         | \$ 1.39         | \$ 80.00         | \$ 5.00         | \$ 140.21                                 |
| Electrical Plans Examiner               | \$ 35.00         | \$ 2.68         | \$ 0.97         | \$ 56.00         | \$ 3.50         | \$ 98.15                                  |
| Chief Structural Plans Examiner         | \$ 35.00         | \$ 2.68         | \$ 0.97         | \$ 56.00         | \$ 3.50         | \$ 98.15                                  |
| Plumbing Plans Examiner                 | \$ 35.00         | \$ 2.68         | \$ 0.97         | \$ 56.00         | \$ 3.50         | \$ 98.15                                  |
| Chief Structural Plans Examiner         | \$ 33.65         | \$ 2.57         | \$ 0.93         | \$ 53.84         | \$ 3.37         | \$ 94.36                                  |
| Structural Plans Examiner               | \$ 45.00         | \$ 3.44         | \$ 1.25         | \$ 72.00         | \$ 4.50         | \$ 126.19                                 |
| Mechanical & Structural Plans Examiner  | \$ 35.00         | \$ 2.68         | \$ 0.97         | \$ 56.00         | \$ 3.50         | \$ 98.15                                  |
| <b>Total</b>                            | <b>\$ 381.73</b> | <b>\$ 29.20</b> | <b>\$ 10.57</b> | <b>\$ 610.77</b> | <b>\$ 38.17</b> | <b>\$ 1,070.45</b>                        |
| <b>Average for Labor Classification</b> | <b>\$ 38.17</b>  | <b>\$ 2.92</b>  | <b>\$ 1.06</b>  | <b>\$ 61.08</b>  | <b>\$ 3.82</b>  | <b>\$ 107.04</b>                          |
|                                         |                  |                 |                 |                  |                 | <b>Approved Negotiated Rate: \$ 72.50</b> |

| Inspector                               | Base Rate        | Taxes           | W/C            | O/H              | Profit          | Total                                     |
|-----------------------------------------|------------------|-----------------|----------------|------------------|-----------------|-------------------------------------------|
| Plumbing Inspector                      | \$ 30.00         | \$ 2.30         | \$ 0.83        | \$ 48.00         | \$ 3.00         | \$ 84.13                                  |
| Structural Inspector                    | \$ 30.00         | \$ 2.30         | \$ 0.83        | \$ 48.00         | \$ 3.00         | \$ 84.13                                  |
| Electrical Inspector                    | \$ 35.00         | \$ 2.68         | \$ 0.97        | \$ 56.00         | \$ 3.50         | \$ 98.15                                  |
| Mechanical Inspector                    | \$ 30.00         | \$ 2.30         | \$ 0.83        | \$ 48.00         | \$ 3.00         | \$ 84.13                                  |
| Structural Inspector                    | \$ 31.25         | \$ 2.39         | \$ 0.87        | \$ 50.00         | \$ 3.13         | \$ 87.63                                  |
| Electrical Inspector                    | \$ 30.00         | \$ 2.30         | \$ 0.83        | \$ 48.00         | \$ 3.00         | \$ 84.13                                  |
| <b>Total</b>                            | <b>\$ 186.25</b> | <b>\$ 14.25</b> | <b>\$ 5.16</b> | <b>\$ 298.00</b> | <b>\$ 18.63</b> | <b>\$ 522.28</b>                          |
| <b>Average for Labor Classification</b> | <b>\$ 31.04</b>  | <b>\$ 2.37</b>  | <b>\$ 0.86</b> | <b>\$ 49.67</b>  | <b>\$ 3.10</b>  | <b>\$ 87.05</b>                           |
|                                         |                  |                 |                |                  |                 | <b>Approved Negotiated Rate: \$ 62.50</b> |

5/30/14  




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

**(754) 321-4800**

Attachment 6

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**Document 00455:  
Background Screening of Contractual Personnel**

---

Project No.: **14-069F**  
Location No.: **N/A**  
Project Title: **Continuing Contract For Emergency Building Code Services**  
Facility Name: **N/A**

---

**SWORN STATEMENT PURSUANT TO SECTION 1012.465, FLORIDA STATUTES,  
BACKGROUND SCREENING OF CONTRACTUAL PERSONNEL**

Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Contractor 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 Contractor or its personnel providing any services under the conditions described in the previous sentence. Contractor 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 Contractor and its personnel. The Parties agree that the failure of Contractor 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. Contractor 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 in Contractor's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

Bidder agrees to indemnify and hold harmless Owner, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Bidder'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 Bidder pursuant to SBBC Indemnification requirements as revised and the laws of Florida.

**(To be signed in the presence of a notary public or other officer authorized to  
administer oaths.)**



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

(754) 321-4800

Attachment 6

---

**Document 00455:**  
**Background Screening of Contractual Personnel**

---

STATE OF Florida

COUNTY OF Miami-Dade

Before me, the undersigned authority, personally appeared

Carlos A. Penin, PE

who, being by

me first duly sworn, made the following statement:

1. Contractor Name:

C.A.P. Government, Inc.

Address:

343 Almeria Avenue, Coral Gables, FL 33134

2. My relationship to the Contractor  
named in (1) above is:

President

(List relationship such as sole proprietor, partner, president,  
vice president, etc.)

3. Federal Employer Identification  
Number (FEIN) (or if entity has no  
FEIN, the social security number of  
the person signing this sworn  
statement)

65-0121594

**TO BE COMPLETED AT THE TIME OF SUBMISSION OF POST-AWARD DOCUMENTS  
INDICATED IN DOCUMENT 00200. COMPLIANCE WITH SECTION 1012.465, FLORIDA  
STATUTES IS REQUIRED PRIOR TO ISSUANCE OF DOCUMENT 00550, NOTICE TO  
PROCEED.**



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

(754) 321-4800

Attachment 6

**Document 00455:**  
**Background Screening of Contractual Personnel**

☒ The above-named Contractor presently complies fully with the requirements set forth in Section 1012.465, Florida Statutes to the extent that all contractual personnel to be employed under the terms of this bid HAVE met Level 2 Screening requirements set forth in Section 1012.32, Florida Statutes.

BY: Carlos A. Penin DATE: 5/20/2014

NAME (Printed) Carlos A. Penin, PE TITLE: President

**Notarization**

State of: Florida )

County of: Miami-Dade )

Sworn to and subscribed before me, the undersigned authority, by

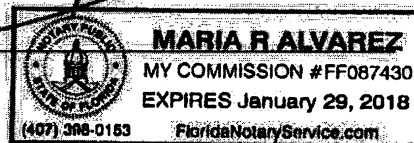
Carlos A. Penin

who is personally known to me or did produce: N/A  
an identification and who did take an oath.

Notary Public: Maria R. Alvarez

Affix Seal

Commission Expires on: \_\_\_\_\_





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

**(754) 321-4800**

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## **Document 00455**

### **Background Screening of Contractual Personnel**

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#### **School Board of Broward County – Contractors & Vendors**

Those who need to request entry badges to the Broward School Board Facilities need to go to [www.L1enrollment.com](http://www.L1enrollment.com) and follow the instructions.

Before processing your documentation you need to have a signed contract or Purchase Order and a Vendor number; to obtain a Vendor number please call (754) 321-1830.

All vendors and contractors must provide the necessary information as soon as possible to L-1. These documents can be found by selecting the Forms and Links hyperlink found in the L1 website.

Please choose from the links for The School Board of Broward County, Florida. The "Online Scheduling" section starts the appointment process. The "Locations" section provides a listing of locations in The School Board of Broward County, Florida for you to browse before starting the appointment process. The "Forms and Links" section provides access to forms relating to the fingerprint background check process and links for information on this process.

If you have any questions, please call L-1 Enrollment Services at 866-528-1359.

|                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                         |                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|-----------------------------------------------------------|
| <b>Form W-9</b><br>(Rev. October 2007)<br>Department of the Treasury<br>Internal Revenue Service                                                                                                                                                                                                                                                                                                              | <b>Request for Taxpayer<br/>Identification Number and Certification</b> | Give form to the<br>requester. Do not<br>send to the IRS. |
| Name (as shown on your income tax return)<br><b>C.A.P. Government, Inc.</b>                                                                                                                                                                                                                                                                                                                                   |                                                                         |                                                           |
| Business name, if different from above                                                                                                                                                                                                                                                                                                                                                                        |                                                                         |                                                           |
| Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership<br><input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee<br><input type="checkbox"/> Other (see instructions) ▶ |                                                                         |                                                           |
| Address (number, street, and apt. or suite no.)<br><b>343 Almeria Avenue</b>                                                                                                                                                                                                                                                                                                                                  |                                                                         | Requester's name and address (optional)                   |
| City, state, and ZIP code<br><b>Coral Gables, FL 33134</b>                                                                                                                                                                                                                                                                                                                                                    |                                                                         |                                                           |
| List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                        |                                                                         |                                                           |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                |
|--------------------------------|
| Social security number         |
| or                             |
| Employer identification number |
| 65 0121594                     |

**Part II Certification**

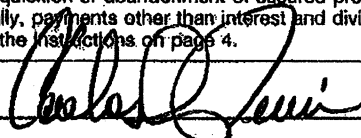
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶



Date ▶ 05/30/2014

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).
3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.



Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . .                                                            | THEN the payment is exempt for . . .                                                                                           |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Interest and dividend payments                                                         | All exempt payees except for 9                                                                                                 |
| Broker transactions                                                                    | Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 5                                                                                                      |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 7 <sup>2</sup>                                                                              |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.



**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

| For this type of account:                                                                                                                                                                   | Give name and SSN of:                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| 1. Individual                                                                                                                                                                               | The individual                                                                             |
| 2. Two or more individuals (joint account)                                                                                                                                                  | The actual owner of the account or, if combined funds, the first individual on the account |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)                                                                                                                                | The minor                                                                                  |
| 4. a. The usual revocable savings trust (grantor is also trustee)                                                                                                                           | The grantor-trustee                                                                        |
| b. So-called trust account that is not a legal or valid trust under state law                                                                                                               | The actual owner                                                                           |
| 5. Sole proprietorship or disregarded entity owned by an individual                                                                                                                         | The owner                                                                                  |
| For this type of account:                                                                                                                                                                   | Give name and EIN of:                                                                      |
| 6. Disregarded entity not owned by an individual                                                                                                                                            | The owner                                                                                  |
| 7. A valid trust, estate, or pension trust                                                                                                                                                  | Legal entity                                                                               |
| 8. Corporate or LLC electing corporate status on Form 8832                                                                                                                                  | The corporation                                                                            |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization                                                                                                  | The organization                                                                           |
| 10. Partnership or multi-member LLC                                                                                                                                                         | The partnership                                                                            |
| 11. A broker or registered nominee                                                                                                                                                          | The broker or nominee                                                                      |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity                                                                          |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## **SECTION 01450 (01 45 00)**

### **QUALITY CONTROL**

#### **PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Contractor's Quality Control.
- B. Field Samples and Mock-Up Requirements.
- C. Plant Inspections and Source Quality Control.
- D. Inspection and Testing Laboratory Services.
- E. Threshold Inspector.
- F. Inspections.

##### **1.2 RELATED DOCUMENTS**

- A. Document 00520-Agreement Form: Inspections, testing, and approvals required by public authorities.
- B. Document 00700-General Conditions: Inspections, testing, and approvals required by public authorities.
- C. Section 01330-Submittal Procedures.
- D. Section 15995-Start-Up and Certification of Air, Water, and Control Systems.
- E. Section 01710-Examination.
- F. Section 01720-Preparation.
- G. Section 01730-Execution.
- H. Section 01750-Starting and Adjusting.
- I. Section 01770-Closeout Procedures: Substantial Completion and Acceptance Inspections.
- J. Individual Specification Sections: Quality control measures, inspections and tests required, and standards for testing.

##### **1.3 REFERENCES**

- A. The Florida Building Code, latest adopted edition with amendments, including SREF as referenced therein.
- B. Florida Building Code, FBC (for work outside Owner's property line and as otherwise specified).

#### **1.4 CONTRACTOR'S QUALITY CONTROL**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturer's instructions, including each step in sequence except where those instructions are superceded by more exacting or stringent requirements in the Contract Documents.
- C. Should manufacturer's instructions conflict with Contract Documents, request clarification from Project Consultant before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

#### **1.5 FIELD SAMPLES AND MOCK-UP REQUIREMENTS**

- A. Field Samples and Mock-Ups:
  - 1. Erect at the Project site at location acceptable to the Owner and Project Consultant.
  - 2. Construct each field sample or mock-up complete, including all work of all trades required in finishing the Work.
- B. Provide field samples and mock-ups identical with final condition the proposed materials or products for the Work.
  - 1. Include "range" of field samples (not less than 3) where unavoidable variations must be expected, and describe or identify variations between units of each set.
  - 2. Provide full set of optional field samples where Project Consultant's selection is required. Prepare samples to match Project Consultant's sample where so indicated.
- C. Include identification on each field sample or mock-up, with full Project information as required in Section 01330-Submittal Procedures.
- D. Provide the number of field samples and mock-ups as specified in individual specification Sections.
- E. Color selections: Refer to Section 01330-Submittal Procedures, Article 1.9 Samples.
- F. Reviewed field samples and mock-ups which may be used in the Work are indicated in individual specification Sections and shall be in undamaged condition when incorporated into the Work.
- G. Fabricate each sample and complete as acceptable to Project Consultant.
- H. Remove mockups at completion of the work when acceptable to Project Consultant.

#### **1.6 PLANT INSPECTIONS AND SOURCE QUALITY CONTROL**

- A. The Project Consultant, BCI and other inspectors, and other personnel authorized by the Owner, shall at all times have access to the Work whenever it is in preparation or progress and wherever located.
- B. Provide safe facilities for such access so the Project Consultant and the Project Manager may perform their functions under the Contract.
- C. Ensure that off-site work locations (including factories, shops, warehouses and other structures which might be used for the manufacture, fabrication, assembly and storage of any element which will be incorporated into the Work) conforms the quality standards specified herein.
- D. Ensure that all off-site work is performed to the standards specified in this Project Manual for the respective elements of the Work.

#### **1.7 INSPECTION AND TESTING LABORATORY SERVICES**

- A. Owner shall appoint, employ, and pay for services of an independent firm to perform inspection and testing.
- B. The independent firm shall perform inspections, tests, and other services specified in individual Specification Sections and as required by the Owner.
- C. Reports shall be submitted by the independent firm to the Owner, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
  - 1. Notify Owner independent firm 24 hours prior to expected time for operations requiring services.
  - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- E. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Owner. Payment for retesting will be charged to the Contractor by deducting inspection or testing charges from the Contract Sum/Price.

#### **1.8 THRESHOLD INSPECTOR**

- A. For threshold buildings as defined in Section 553.71(7), Florida Statutes, the Owner shall provide a "Special Inspector" who will inspect all structural work in accordance with the "Inspection Plan" as provided by others and who will also inspect the shoring and reshoring construction for conformance to the shoring and reshoring plans.
- B. Provide 1 set of shoring and reshoring plans applicable to the construction of structural elements required by the Contract Documents to the Project Consultant and the Owner. Provide all revisions, corrections and modifications to the shoring and reshoring plans to the Project Consultant, Owner and Special Inspector.
- C. Notify the Special Inspector not less than 24 hours in advance to permit structural inspections prior to the Work being covered or concealed.
- D. Schedule inspections at times indicated on the Inspection Plans or as otherwise coordinated with the Special Inspector as necessary to ensure compliance with the Contract Documents.

- E. Contractor's responsibility for reinspections, concealed Work that shall be uncovered, correction of deficient elements of the Work, and cutting and patching are the same as specified elsewhere in the Contract Documents.

## 1.9 INSPECTIONS

### A. Building Code Inspector: (BCI)

1. Building Code Inspector (BCI): Employees of The School Board of Broward County, Florida and others designated by the Department of Business and Professional Regulation as defined in Chapters 468 and 633, FS to enforce the Florida Building Code, Florida Fire Prevention Code and other codes and standards as stated under Chapter 1013.371 FS.
2. BCI's are required to inspect the Work and shall conduct mandatory inspections as prescribed by the Florida Building Code and the Florida Fire Prevention Code or as required by the specifications of the Project Manual to determine compliance with code or quality control.
3. In addition to the Mandatory Inspections required by the Florida Building Code and Florida Fire Prevention Code and other standards, BCI's may also inspect any other aspect of the Work at any other time during the progress of the Work.
4. If the BCI observes what is believed to be a procedure incompatible with the Contract Documents, the BCI will immediately notify the Project Consultant and Project Manager with a request for clarification and/or correction.
5. The Owner may designate members of the Owner selected consulting firms as inspectors, provided that they satisfy the criteria as outlined by the Department of Business and Professional Regulation in accordance with the Florida Statutes.

### B. Municipal, Broward County, and Other Jurisdictions

1. Work outside the Owner's property line, such as that within roadways, public rights-of-way, or on adjacent properties are within the jurisdiction of the respective municipality, Broward County, Florida, Federal or other special district within which the Work is located. Generally, these areas of Work are governed by the Florida Building Code, latest edition with Amendments, and other administrative requirements established by the jurisdictional agency.
2. The Contractor is responsible for procuring and paying for all permits required by respective jurisdictional authorities for Work located outside the Owner's property line.
3. Coordinate with respective jurisdictional agencies to verify their requirements and procedures for requesting and conducting inspections of the Work.

### C. Inspection Procedures:

1. On-Site Inspections:
  - (a) Requests for Inspection: For on-site inspections (for work with-in the Owner's property line), notify the BCI a minimum of 24 hours prior to the time of the requested inspection. Inspections requested which fall on weekends or holidays observed by the Owner will be scheduled for the next business day except for exceptional circumstances approved by the Owner in advance. Provide a simultaneous notification to the Project Consultant that the Request for Inspection has been made. Coordinate and make arrangements for an Independent Testing Laboratory or other testing agency if one is required to be present at or participate in the inspection.
  - (b) Inspections will be conducted by the BCI.
  - (c) Do not contact municipal or Broward County Building Departments for inspection of on-site Work. Coordinate any required County and Municipal inspections on site with the Project Consultant and Owner.
  - (d) Cooperate with and facilitate the BCI's inspection by providing incidental labor and facilities:
  - (e) To provide access to Work to be inspected.

- (f) To obtain and handle samples at the site or at source of Products to be inspected or tested.
    - (g) To facilitate tests and inspections.
    - (h) To provide storage and curing of test samples.
    - (i) Maintaining complete set of submittals on site as specified in Section 01330-Submittal Procedures, and having them available for the BCI's use.
    - (j) Re-inspections resulting from a failed inspection – as defined in Article F.1.(a) herein-required from the Building Department or its inspectors will be subject to a RE-INSPECTION FEE of \$102 per failed inspection ticket. The fee shall be paid to the Building Department online utilizing E-Store (BCPS Payment Method) prior to receiving any inspection or re-inspection.
  - 2. Off-Site Inspections:
    - (a) Requests for Inspection: For off-site inspections (for work outside the Owner's property line), request inspection from the respective jurisdictional agency according to that agency's standard request procedures. Notify the BCI and the Project Consultant a minimum of 24 hours prior to the time of the requested inspection. Coordinate and make arrangements for an Independent Testing Laboratory or other testing agency if one is required to be present at or participate in the inspection.
    - (b) Inspections will be conducted by the inspector representing the respective jurisdictional agency in the presence of the BCI, and the Project Consultant.
    - (c) Cooperate with and facilitate the jurisdictional agency's inspection by providing incidental labor and facilities:
    - (d) To provide access to Work to be inspected.
    - (e) To obtain and handle samples at the site or at source of Products to be inspected or tested.
    - (f) To facilitate tests and inspections.
    - (g) To provide storage and curing of test samples.
    - (h) Provide Inspection Report as specified below.
  - 3. Non-Conforming Work
    - (a) Re-execute or correct Work identified during inspections as deficient.
    - (b) Upon completion of re-executed or corrected Work, request re-inspection following procedures specified above.
- D. Inspection Reports:
- 1. After each inspection promptly submit three copies of inspection report to Project Consultant.
  - 2. Include:
    - (a) Date issued.
    - (b) Project title and number.
    - (c) Name and affiliation of inspector (BCI, municipal, Broward County, etc.).
    - (d) Date and time of inspection.
    - (e) Weather conditions and temperature at the time of inspection.
    - (f) Identification of product and relative specification sections.
    - (g) Location in the Project.
    - (h) Type of inspection.
    - (i) Results of tests,
    - (j) Conformance with Contract Documents.
  - 3. When requested by Project Consultant, provide interpretation of inspection results.
- E. Limits On Inspector's Authority:
- 1. BCI and jurisdictional agency inspectors shall not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. BCI and jurisdictional agency inspectors shall not accept any portion of the Work.
  - 3. BCI and jurisdictional agency inspectors shall not assume any duties of Contractor or the Project Consultant.

- F. Schedule Of Mandatory BCI Inspections for every project:
  - 1. For list of mandatory inspections refer to:
    - (a) **Building Department website.**
    - (b) **As stated in Chapter 1, Section 110 of the Florida Building Code and/or the Florida Fire Prevention Code.**
  - 2. Additional inspections may be required by the respective technical specifications or as determined by the BCI or jurisdictional inspector. The Contractor shall be notified in advance of any additional inspections required.

## **PART 2 PRODUCTS-Not Used**

## **PART 3 EXECUTION**

### **3.1 REPAIR AND PROTECTION**

- A. Upon completion of inspection, testing, sample-taking and similar services repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching".
- B. Protect construction exposed by or for quality control service activities, and protect repaired construction.
- C. Repair and protection shall be the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

## **END OF SECTION**