

Office of District Compliance Units
Virginia M. Bradford, Assistant Superintendent

SUBJECT: APPROVAL OF CONTRACT FOR BERMELO AJAMIL & PARTNERS, INC., BUILDING CODE CONSULTANT, TO PROVIDE BUILDING CODE COMPLIANCE REVIEW AND INSPECTION SERVICES

COMMITTEE: FACILITIES MANAGEMENT

At the Board meeting of August 20, 2003, pursuant to Agenda Item F-15, the Board commissioned Bermello Ajamil & Partners, Inc. as one of two Building Code Consultants (BCC) to provide plan reviews and building code inspection services for the Board. A fee schedule was included with the Board Item but a contract was not provided to the School Board for approval. Since that time, the BCC has been without a contract; however, services have been performed by the BCC as directed by the District's Building Official.

The Building Official reopened contract negotiations with the BCC approximately two months ago, and completed both contracts for staff and legal review just prior to the June 16, 2004 Board meeting. A complete fee schedule is included with the contract.

School Board Rule 6Gx13- 7B-1.02, *Architectural, Engineering, and Inspection Services--Authority of Superintendent of Schools to Employ*, requires that the BCC have "full architectural and engineering capabilities." The contract allows for an interpretation of that Rule provision to allow the BCC to continue to utilize sub-contractors as it has done in the past.

This item is being brought to the Board at this time in order to provide that the BCC has a contract with which to continue to perform critical services to the District.

RECOMMENDED: That The School Board of Miami-Dade County, Florida approve the Agreement with the firm of Bermello Ajamil & Partners, Inc., to provide plan reviews and building code inspection services for the Board during the period of September 11, 2003, through September 10, 2006, for an amount not to exceed \$ 750,000 on an annual basis.

JPD/mh

REPLACEMENT

F-12

AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN BUILDING CODE CONSULTANT AND
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

THIS AGREEMENT, made this 16th day of June, 2004 by both parties THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, hereinafter called the BOARD, and Bermello Ajamil & Partners, Inc., the Building Code Consultant, hereinafter called the BCC.

WITNESSETH:

WHEREAS, the firm of Bermello Ajamil & Partners, Inc. is a Florida corporation: and

WHEREAS, the BOARD desires to engage the services of the BCC and the BCC desires to act as consultant to the BOARD for provision of services set forth in this AGREEMENT.

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS

- A. **A/E OF RECORD** - The project Architect/Engineer commissioned by the BOARD in connection with the planning and construction of a specific physical plant.
- B. **BOARD** - The School Board of Miami-Dade County, Florida also known as M-DCPS.
- C. **BUILDING CODE CONSULTANT (BCC)** - The private Architectural/Engineering firm acting as a consultant to, and executing this agreement with M-DCPS.
- D. **BCC REVIEWS AND INSPECTIONS** - The reviews and inspections conducted by the Building Code Consultant to verify compliance with applicable codes and regulations.
- E. **BUILDING OFFICIAL (BO)** - The M-DCPS officer or other designated authority, or duly authorized representative, charged with the administration and enforcement of the Code and applicable regulations.
- F. **CERTIFICATE OF COMPLETION (CC)** - A Certificate of Completion issued by the BO as proof that a structure or system is complete, and for certain types of permits is released for use.
- G. **CERTIFICATE OF OCCUPANCY (CO)** - Certificate of Occupancy is issued by the BO upon completion of a building or structure as proof that the construction has been inspected and approved for compliance with the FBC, technical codes and applicable laws and ordinances and has been released by the BO.

- H. **CODE COMPLIANCE TRACKING SYSTEM (CCTS)** The Code Compliance Tracking System (CCTS) is a customized, web-based application designed and developed to address the business requirements of the Office of Educational Facilities Compliance and the Building Code Consultants (BCC). CCTS tracks documents through the various stages of a project during which building code compliance is reviewed and violations are cited: focusing on the plan review and construction inspection process. The system allows the users to view documentation related to any given project, and the status of a project during the plan review and inspection process. The system allows the creation of several project documents; Letters of Transmittal, Notes, Off Site Utility Transmittals, Review Reports, Inspection Reports, Application for Permit and Permits as well as Violations Reports.
- I. **DCA - State of Florida Department of Community Affairs**
- J. **EDUCATIONAL FACILITIES COMPLIANCE (EFC)** - The M-DCPS Building Department responsible for plan reviews, permitting, inspections, contract compliance, quality, occupancy and completion acceptance of projects. Some of these tasks may be performed internally, by consultants, or in a supplemental manner to those performed by consultants.
- K. **EFCO- Educational Facilities Compliance Officer** An obsolete term used to designate a qualified reviewer and inspector, or a final inspection conducted for occupancy or completion to determine code compliance.
- L. **EFCO Plus** - Shall mean review of items or inspections such as Change Orders, Addenda, Shop Drawings, LCCA, additional final inspections that are included in this Agreement as part of basic services.
- M. **ENHANCED STRUCTURAL REVIEW** - A structural review recommended by the BCC to the BO for approval, after the original review conducted under Article V Par. 18 reveals serious structural deficiencies, which warrants a more thorough analysis and review.
- N. **FAST TRACK** - A fast build method utilized in a Design Build or other type construction contract where the project is divided into no more than four (4) design and construction phases. After the first design phase is approved, the associated construction phase proceeds, while the next three (3) phases are designed, approved and constructed in sequence.
- O. **FLORIDA BUILDING CODE (FBC)** - The Code whose provisions shall apply to the construction, erection, alteration, modification, repairs, demolition, use and occupancy of buildings and facilities assigned under this Agreement.
- P. **INSPECTION** - The act of observing equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building by a person qualified as an inspector under part XII of renovated or added to in compliance with the FBC and applicable regulations.

Chapter 468 F.S., and Article V, paragraph C.2 of this Agreement, for assigned new construction, renovation and addition projects in progress to determine whether the facility is being constructed,

- Q. INSPECTOR - A person qualified as an inspector under part XII of Chapter 468 F.S. and Article V, paragraph C.2 of this Agreement.
- R. LCCA -Life Cycle Cost Analysis. An analysis of the lowest owning and operating costs.
- S. M-DCPS - Miami-Dade County Public Schools.
- T. PERMIT - an official document or certificate issued by the ~~Building Official~~ BO authorizing performance of a specified activity.
- U. PLAN REVIEWER - A registered Architect or Engineer who fulfills all plan reviewer requirements of this Agreement as set forth under Part XII Chapter 468 F.S. and Article V, paragraph C.1. herein for compliance with the FBC and applicable regulations.
- V. PORTABLE PLACEMENT PROJECT - A project located at a single M-DCPS site consisting of the placement and connection of pre-approved (by M-DCPS and BCC) prototypical portable buildings, as well as the associated site and utility design and construction.
- W. PRIORITY REVIEWS - Reviews that are requested in advance, and in writing, by the BOARD to be as the highest priority to take precedence over other standard reviews.
- X. PROJECT MANAGER (PM) - The M-DCPS representative responsible for project coordination.
- Y. PROJECT SUSPENSION - When a project is halted for whatever reasons.
- Z. ROOFING PROJECT - A project located at one M-DCPS site, excluding asbestos abatement, consisting of the repair or replacement of roof surface(s) and any necessary removal, replacement or relocation of rooftop curbing, electrical, plumbing and mechanical systems, in accordance to with the FBC.
- AA. SPECIAL REVIEW, ASSIGNMENT, OR REPORT - A project, task or assignment requested by the BO from the BCC, not listed in the Fee Schedule and which is performed at a mutually agreed upon fee.
- BB. SPECIAL DELIVERY METHOD - A construction contract other than traditional bid.
- CC. Stand-Up Review - A review conducted in the presence and participation of the A/E of Record, the BCC and his consultants, and may include M-DCPS staff for the purposes of rapidly determining code compliance issues or complete a Phase review.
- DD. STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES (SREF) - State Board of Education Requirements adopted pursuant to Chapter 120 F.S. to implement the State Uniform Building Code for Public Educational Facilities Construction in Chapter 235, F.S. contained in the Department of Education publication(s) titled State Requirements for Educational Facilities and adopted codes therein, all which form part of the FBC.

- EE. SUPERINTENDENT - The SUPERINTENDENT of Schools for M-DCPS or his designee.
- FF. TRSC – Technical Review Services Consultant. A BCC consultant responsible for review of design and construction documents to determine conformance to the applicable M-DCPS Procedures Manual, Design Criteria, Master Specifications and other non-code related matters, not included in the basic services of this Agreement.
- GG. UBCI – Uniform Building Code Inspector, an obsolete term now replaced by BCC.
- HH. WORK ORDER ASSIGNMENT – The document assigning a project to a BCC or EFC by the BO, but does not authorize payment to the BCC for services.
- II. WORK ORDER – The document issued by the Board authorizing funding of the project and authorizing payment for services to the BCC by the Board in accordance with this Agreement.

ARTICLE II

FIRM ASSIGNMENT

The BOARD hereby retains, and the firm Bermello Ajamil & Partners, Inc. agrees, to serve as the BOARD's BCC, for the term commencing September 11, 2003 and expiring September 10, 2006 at the rates stated in the schedules of fees set forth in Exhibit "A".

ARTICLE III

PRINCIPAL ASSIGNED

The firm of Bermello Ajamil & Partners, Inc. hereby designates as BCC _____ Principal to be directly responsible to the SUPERINTENDENT. Any change of BCC's Principal shall be subject to approval by the BOARD. The BCC Principal or designee will attend BOARD meetings when requested by the BOARD.

ARTICLE IV

PROJECT ASSIGNMENTS AND CONFLICTS

The BCC understands and agrees that the BOARD shall have at its sole discretion, the right to assign projects to the BCC or to others employed or retained by the BOARD.

- A. This Agreement is for professional services on an as needed basis. The Board is not obligated to assign a minimum number of projects or guarantee minimum fees to the BCC but shall make an effort to provide reasonable advance notices of upcoming projects and assignments based on the current five year plan.
- B. The BCC shall not proceed with assigned Work unless the Board or its designee issues the BCC a work order in writing.

- C. BCC shall not create conflicts of interest with M-DCPS. The BCC shall not be involved in any manner in furnishing Architectural, Engineering, Construction/Program Management services (as a prime or joint venture partner) with others to the BOARD during the term of this AGREEMENT, or any extension thereof.
- D. The BCC's Consultants and Sub-consultants shall be allowed to perform other services to the BOARD.
- E. The BCC shall monitor its Consultants or Sub-Consultants for potential conflicts of interest with M-DCPS during the term of this AGREEMENT, or any extension thereof.
- F. The BCC shall inform the BOARD in writing of any potential conflict of interest for resolution.
- G. Under no circumstances will the BCC or any of its sub-consultants be allowed to inspect or review, as the case may be, its own work as this will be deemed a conflict of interest.

ARTICLE V

DUTIES AND RESPONSIBILITIES

The BCC will assume the following responsibilities and duties:

A. DUTIES AND RESPONSIBILITIES - Plan Review

1. Review the A/E of Record's design and construction documents, to determine that the design and construction documents conform to the FBC and other applicable codes and regulations that may be required. Reviews shall be performed at the following intervals, when valid:
 - a. Concept Review - The BCC shall participate in concept review for all projects.
 - b. Completion of Phase I, Schematic Design.
 - c. Completion of Phase II, Preliminary Design (optional and may be compensated as an additional services to the agreement).
 - d. Completion of 100% of Phase III, Construction Documents, including LCCA.
 - e. Fire/ Life Safety Plan Review shall be included in the basic services.
 - f. Completion of each addendum.
 - g. Completion of change orders.
 - h. Recommend to the BO for approval, contractor's requested Field Changes deviating from approved permit set after A/E of Record provides signed and sealed copy of proposed changes.
 - i. Completion of responses to mandatories, and/or provisos arising out of the final

inspection, and/or through assignment by the BOARD.

- j. Design Criteria Package, Completion of Phase I, Schematic Design
 - k. Design Criteria Package, Completion of Phase II, Preliminary Design (optional; compensation as an additional services to the agreement).
 - l. Design Criteria Package, Final prior to bid. (May be the same as Item i. above.)
2. BCC shall examine Fast Track Packages limited to a maximum of 4 separate packages as basic services such as; Offsite, Sitework or Earthwork, Foundations or Structural Shell, and Building, or any combination thereof.
3. Examine the Phase III or final documents to ensure they comply with the FBC section 104.3, as the minimum plan review criteria for buildings and the district review standards.
4. The BCC shall comply with the latest BOARD's issued Guidelines for Documentation Compliance.
5. The BCC will provide the BOARD with written review comments outlining deficiencies in compliance with the applicable codes and regulations referred to previously in this Article, within ten (10) working days after receipt of all submittal documents. Review comments outlining deficiencies in compliance with the applicable codes and regulations for Phase III -100% documents or final Design Criteria Documents will be submitted within fifteen (15) working days. Time intervals shall commence upon BCC receipt of complete submittal and processing of review results on CCTS or other electronic review & inspection tracking system, terminating upon receipt of review comments by the BOARD. Should the Board so elect, any change in review or inspection methodology shall be at no additional expense to the Board and will be a part of the BCC basic services, except the Board shall not change electronic systems more than once very two years. Such electronic process is an interactive, collaborative, web-based system. Transmittal of the Documents to and from the BCC's office shall take no more than one (1) day each way in addition to the allowable review time. These timetables shall apply to new and existing work orders. The BCC shall indicate on the review comment form that there were no comments generated from the review of a particular discipline when that is the case. Each discipline shall include with its section, the printed initials and the signed initials of the qualified reviewer(s) for the record.
6. Verify in writing A/E of RECORD's compliance with previous review comments from the BCC at each interval, prior to the subsequent phase submittal.

7. Review A/E's addenda, and contractor's change orders, field changes modifying previously approved documents, prior to issuance, for conformity to the applicable codes and regulations referred to previously in this Article, after the A/E of Record provides signed and sealed copy of proposed changes.
8. Review shop drawing indicating structural components for compliance with the approved documents. Shop drawings shall not modify the approved documents unless modifications have been reviewed & approved by the A/E of record, Design Criteria Professional if applicable, prior to BCC review of same.
9. The BCC, after approval, shall process two (2) complete sets of documents. One (1) set of the approved documents shall be transmitted to M-DCPS's Department of Document Control and Administration for record keeping and one (1) set of approved documents shall be utilized as a permit set.
10. The BCC shall provide the approval stamp and appropriate initials on submitted documents as follows:
 - a) Provide stamp of approval on every page of both sets of drawings the index page of the specifications, and the first page of any additional, supplemental or attached documents submitted.
 - b) Plan reviewer's initials must be provided next to each approval stamp by discipline reviewed for compliance with FBC.
11. The contractor after obtaining his permit shall convey said approved set to the construction site and maintain it at the site during construction and for use on inspection of the work in progress.
12. Submit a monthly report to the SUPERINTENDENT within five (5) working days of month's end summarizing all reviews made on each project, during the month, indicating the date and any exceptions or irregularities noted.
13. Submit all required reports in SUPERINTENDENT approved format. Such formats may be modified from time to time at the discretion of the SUPERINTENDENT.
14. Attend such meetings as required by the BO to clarify to the A/E OF RECORD and/or the BO the intent of the BCC comments and interpretation of code requirements at no additional cost.
15. Review all conflicting design review comments, and render a final decision, within five (5) days on receipt of documents, and issue a notice of compliance or non-compliance with established requirements.
16. Reviewers qualified in the disciplines they review in compliance with the FBC and this Agreement shall sign all comments and mandatories. At each phase, reviews shall be

performed by all of the following standard disciplines: civil/structural, architectural, mechanical, plumbing, electrical, safety to life, fire safety, fire exiting and prevention. Where for a particular phase, the review by an individual discipline is not applicable, the review comment form shall so state and be initialed by the reviewer.

17. Attend coordination meetings twice per month with the BO at no additional cost.
18. When requested by BO, the BCC shall under its Basic Services, conduct a Structural Spot Check Review, which shall include at a minimum the following tasks:
 - a. Spot check load criteria for both gravity and wind.
 - b. Spot check load paths for both gravity and lateral (wind) load.
 - c. Spot check calculations of at least 2 column footings, 1 wall footing and 1 shear wall footing, if any.
 - d. Spot check calculations of a minimum of 2 concrete columns and 2 steel columns.
 - e. Spot check calculations of a minimum of 3 beams per floor.
 - f. Spot check floor slab and/or systems.
 - g. Spot check at least 3 steel-to-steel connections, as well as steel-to-concrete connections.
 - h. Spot check calculations of a minimum of 3 shear walls and their loading and analysis, plus the reinforcing.
 - i. Spot check any special conditions, including, but not limited to:
 - 1) Retaining walls.
 - 2) Parapets above 5'-0" High.
 - 3) Girders and transfer girders.
 - 4) Cantilevered slabs and beams.
 - 5) Diaphragm action of roof decks.
 - j. All "spot checking" shall be performed on the basis of independent calculations from those of the structural engineer-of-record. No coordination of dimensions will be required.
 - k. A stamp with the following statement shall be placed on the structural drawings by the BCC: *"In no way shall the "spot checking" and review of this project be construed as a verification or certification of building or structure. The structural engineer-of-record has the sole legal responsibility for the structural engineering."*
 - l. Should the BCC find, during the Structural Spot Check Review that there is a serious deficiency with the structural design, and a more thorough analysis and review is warranted, the BCC shall advise the BO and may then request additional

services in accordance with Article VII, to conduct a more thorough Enhanced Structural Review, and to be compensated in accordance with the attached fee schedule listed as Exhibit "A". The BO must authorize in writing such requests for additional compensation, prior to commencing work.

19. Close-Out Projects and Miscellaneous Capital Projects – BO shall determine the level of services required for each assignment being executed under special delivery method. The BCC shall at minimum provide the following tasks:
 - a. Joint Scope Meeting – Attend a joint scope meeting to:
 - 1) Help define the scope and extent of the work.
 - 2) Help determine the documentation required.
 - 3) Help determine the level of services required and whether the review of documents will be necessary.
 - b. Plan Review – Review of contract documents, as applicable.
 - c. Inspections – All inspections, including the final inspection, as required. The frequency of inspections will be determined at the joint scope meeting.
20. d. Other responsibilities outlined in Article XII V. B. 1.

B. DUTIES AND RESPONSIBILITIES – INSPECTIONS

1. Inform the A/E of Record and Contractors specifically about the following:
 - a. The contractor's responsibility for scheduling inspections.
 - b. In the event that the initiation of a structural concrete pour is delayed more than one and one half (1½) hours beyond the scheduled start, the BCC has the option of requiring that the inspection be rescheduled.
 - c. The BCC has the responsibility of notifying the BO in the event that, in the professional opinion of the BCC, there are deficiencies in the design and/or construction documents or at the construction site of such severity that a review of payments to the A/E OF RECORD and/or contractor should be considered by the SUPERINTENDENT or his designee.
2. In accordance with FBC, the Inspector shall provide a cursory review of permit documents prior to start of construction.
3. Inspect all projects that have been assigned, to ascertain compliance with the FBC, and other applicable codes and regulations. Should the Inspector fail to inspect as a result of non-notification by the general contractor, the Inspector shall issue a non-compliance.

4. Verify posting of Permit as per FBC section 105.5. Work requiring a permit shall not commence until the permit holder or his agent posts the permit card in a conspicuous place and the permit set and other approved documents identified in Article V.A. 9, 10 & 11. are available on the premises.
5. The BCC shall conduct FBC Section 105 mandatory inspections and shall also verify such mandatory inspections of construction work comply with the approved permit set identified in Article V.A. 9, 10 & 11.
6. The BCC shall conduct cursory inspections to verify that all construction complies with the approved permit set.
7. Review and recommend to the BO for approval, contractor's requested Field Changes deviating from approved permit set, after the A/E of Record provides signed and sealed copy of proposed changes.
8. During each inspection, verify that the Permit Card is well maintained in such position until the BO issues a final Certificate of Occupancy or a Certificate of Completion.
9. Upon notification from the permit holder or his agent, the BCC shall inspect the assigned new construction, renovation or addition projects, at a minimum, on a weekly basis unless a more frequent interval is required during the construction phases, by the FBC Section 105 in which case the BCC shall increase the visit frequency to comply. All inspection reports shall be inputted into CCTS or as adopted by M-DCPS.
10. Fire Alarm inspections shall be conducted in accordance to the National Fire Alarm Code Handbook and other applicable or adopted standards in effect at the time the permit was issued. Certification requirements for all Life Safety systems including Fire Alarm and Fire Sprinkler systems shall be verified prior to acceptance inspections.
11. After each inspection, the Inspector shall either release that portion of the construction by signing the appropriate area on the permit card, or shall notify the permit holder or his agent of any violations requiring corrections in order to comply with the FBC.
12. Final Inspections:
 - a. Conduct one (1) final project inspection and one (1) reinspection.
 - b. Conduct one (1) final fire safety inspection and one (1) reinspection.
 - c. Inspections for the final project and final fire safety inspections shall be conducted by separate inspectors.
13. Conduct one (1) occupancy inspection and up to two (2) reinspections as part of the basic services. If partial inspections or additional reinspections are required, each additional inspection shall be considered as an additional service for payment purposes at a fee stated

in Article X, A-7. Upon verification that all required building, electrical, gas, mechanical, plumbing and fire protection systems have been inspected for compliance and accepted by the certified inspectors in each discipline, recommend issuance of the Certificate of Occupancy or Certificate of Completion to the BO using M-DCPS or DOE approved forms. The BCC shall submit its report within fifteen (15) days after inspection, unless otherwise directed by BO.

14. Inspect the work at any other time during construction at the option of the Inspector.
15. Immediately notify the PM and the Contractor, as well as the A/E OF RECORD, with a request for clarification if the Inspector observes what is believed to be labor or material installation not in conformance with the approved contract documents and/or permit set.
16. Conduct one (1) final inspection, and one (1) reinspection as part of the basic services to verify compliance with provisos arising out of the final inspection. Other final inspections and/or reinspections will be conducted when authorized in writing by BO as an additional service at a fee stated in Article X, A-7.
17. Certify, upon proper completion of the work, that the project is complete using Form FM5463, or other form(s) as adopted by M-DCPS, for projects involving occupancy and non-occupancy as designated on the forms. The Inspector shall submit the report within fifteen (15) days after completion of inspection, unless otherwise directed by the BO.
18. Submit to the PM on a weekly basis through CCTS or other review and inspection tracking system as adopted by M-DCPS, within five (5) working days after inspection and keep on file in the BCC office a weekly inspection report, or a dated diary for each project under construction. The weekly inspection report or diary shall show facts helpful in the event of controversy, such as progress of the different trades, weather conditions, comments as work being on schedule, notes concerning covered work, notes concerning required tests for concrete, soil compaction, plumbing, etc.
19. Submit a monthly report to the SUPERINTENDENT within five (5) working days of month's end summarizing all inspections made on each project, during the month, indicating the date, time, name of inspector, type of inspection, and any exceptions or irregularities noted.
20. Submit all required reports in SUPERINTENDENT approved format. Such formats may be modified from time to time at the discretion of the SUPERINTENDENT.
21. Attend such meetings (i.e., pre-construction) as are required to clarify to the A/E OF RECORD and/or contractor(s) the intent of the Inspectors comments and the scope of services.

22. Upon request review all conflicting design review inspection comments, whether originated by BCC or M-DCPS and render a recommendation to the BO for decision on compliance with established requirements.
23. Immediately notify both the SUPERINTENDENT and BO in the event that deficiencies in the design documents or at the construction site are, in the professional opinion of the BCC, of such severity that the SUPERINTENDENT should consider a review of payments to the A/E OF RECORD and/or Contractor.
24. Attend coordination meetings with M-DCPS departments, DOE or outside agencies as requested by the BO.

C. BCC PERSONNEL QUALIFICATIONS

1. All plan reviewers shall meet the qualifications requirements in the FBC Section 104.3.2 and Part XII Chapter 468 F.S. In addition, all BCC staff shall have as a minimum qualification for signing reviews.
 - a. Bachelor's degree in either architecture or engineering as required per review discipline.
 - b. Five (5) years plan review and/or facility design experience in educational facilities.
 - c. Professional Registration in the State of Florida as either an Architect or Engineer.
2. All BCC inspectors shall meet the qualifications requirements in the FBC Section 104.3.2 and Part XII of Chapter 468 F.S. In addition, BCC inspecting staff shall have the following minimum qualifications:
 - a. Current Uniform Building Code Inspector's license, which is acceptable while existing licenses remain current.
 - b. Five year inspection services in educational facilities or large commercial projects.
 - c. Florida Building Code inspector's license or:
 - d. State of Florida Professional Registration as an Architect or Engineer.
3. Submit for approval of the BO, prior to execution of this AGREEMENT, a detailed resume of education, experience, and certification of each person who will provide services to the BOARD under this Agreement. Any changes or additions to the list of individuals shall be submitted to the BO for approval, prior to making the change/addition.
4. Replace any person involved in providing services under this AGREEMENT upon request of the BO.

ARTICLE VI
REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to payments for basic or additional services provided under this AGREEMENT by the BCC and includes expenses incurred by the BCC, their employees and consultants, in specific projects, subject to the limitations of applicable laws and BOARD rules. The BOARD shall reimburse the BCC for only the actual expenditures made and paid by the BCC for the following expenses:

1. Out-of-county travel if authorized in advance in writing by the PM through the BO.
2. Costs of reproducing reports, drawings and specifications when authorized in advance in writing by the PM through the BO. Standard duplicating and mailing costs are included in the services to be provided by the BCC under the terms of this AGREEMENT.
3. For any inspection that has been requested by the contractor for which the inspector arrives at the site and the inspection cannot be carried out due solely to causes under the control of the contractor, the BCC shall be entitled to a missed inspection fee of two-hundred dollars (\$200).
4. For any contractor requested inspection the BCC shall conduct one inspection as basic services and for reinspection any item that has failed, the BCC shall be entitled to an additional inspection fee of two-hundred dollars (\$200).

ARTICLE VII
ADDITIONAL SERVICES PERFORMED BY THE BCC

- A. If any of the tasks listed below are required of the BCC beyond the basic services outlined under Article V, the BCC shall be additionally compensated, if they are authorized in advance in writing by the BO.
1. Requests for Inspections conducted outside normal hours (normal hours are defined from Monday through Friday 7:30a.m. to 4:30p.m.), must be approved by BO. The BCC will perform off-hours inspections only for special projects and during short term conditions on standard projects. The BCC shall be reimbursed for the additional pay as when approved by the BO at the rate stated in Article X. A. 7. However, normal hours during the two months up to the date of commencement of the school year, shall include Saturdays and Sundays 7:30am to 4:30pm.
 2. Performing more final occupancy or final inspection(s) for verifying compliance with provisos arising out of such final inspection(s) beyond the contracted basic services.

3. Except for an Enhanced Structural Review, for Special Reviews, or Stand-Up reviews, as requested and determined by BO, not substituting for a review included in the basic services, the BCC shall be compensated a fee of four-hundred eighty dollars (\$480) per review.
 4. For an Enhanced Structural Review the BCC shall be compensated in accordance with the attached fee schedule listed as Exhibit "A".
 5. Processing of DOE and/or M-DCPS forms including but not limited to form(s) 5463, 108 or 110 forms as required, only when BCC has not conducted the Final Inspection, BCC shall be compensated a fee of two-hundred eighty dollars (\$280) per project.
 6. Site Inspection and completion of appropriate forms for approval of sites being considered for projects, BCC shall be compensated a fee of four-hundred twenty dollars (\$420) for elementary school sites; or four-hundred eighty dollars (\$480) for middle school sites or seven-hundred dollars (\$700) senior high school sites for inspection and completion of required forms.
 7. Providing priority reviews at different design phases when requested by BO, BCC shall be compensated a fee of four-hundred eighty dollars (\$480) for Phase I or seven-hundred dollars (\$700) for Phase III (Phase II review will be designated at the Board's option). These fees are per project.
- B. Service in connection with facilities being leased or special projects not listed in this agreement shall be negotiated on an individual project basis.
- C. The BCC shall not be additionally compensated for performing a stand up review that substitutes for another required review.
- D. BCC services and fees for items not listed under this Agreement shall be negotiated on an individual project basis.

ARTICLE VIII

PROFESSIONAL LIABILITY INSURANCE AND INDEMNIFICATION

- A. The BCC shall not commence work until the BCC has procured \$1,000,000.00 Professional Liability insurance coverage, with a maximum deductible to be maintained by the BCC of \$25,000.00 on a claims-made basis and such insurance has been approved by the BOARD. There shall remain a policy in force that shall respond to all claims made up to three (3) years after the acceptance of any of the project(s) assigned by the BOARD to the BCC.
- B. Insurers providing the insurance required by this AGREEMENT must meet the following minimum requirements:
1. Be authorized by subsisting certificates of authority issued to the companies by the

Department of Insurance of the State of Florida or be eligible surplus lines insurers under Florida Statute 626.918, and

2. Must have a current rating of "B+" or better and a Financial Size Category of "IV" or better according to the most recent rating in effect by the A.M. Best Company.
- C. The professional liability insurance maintained by the BCC shall include coverage for any liability resulting from professional services subcontracted by the BCC to others.
 - D. The BCC insurance shall be on a form acceptable to the BOARD and shall cover the BCC for those sources of liability arising out of the rendering or failure to render professional services in the performance of this AGREEMENT including any hold harmless and/or indemnification Agreements as written in paragraph H below.
 - E. The BCC shall within thirty (30) days after commissioning by the BOARD and prior to commencement of professional services under this AGREEMENT, obtain and provide proof of coverage by providing a copy of a binder or binders for the insurance signed by an authorized representative of the insurer(s).
 - F. Until such time as the insurance is no longer required to be maintained, the BCC shall provide the BOARD with annual renewal or replacement evidence no less than thirty (30) days before the expiration or replacement of the insurance policy for which previous evidence of insurance has been provided.
 - G. Neither approval by the BOARD nor failure to disapprove the insurance furnished by the BCC shall relieve the BCC of full responsibility to provide the insurance as required by this AGREEMENT.
 - H. The BCC shall hold harmless, indemnify, and defend the BOARD and its members, directors, officers, employees, representatives and agents against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporal) to persons, including, death, or damage to property, arising out of or incidental to the performance of this AGREEMENT or work performed hereunder, due to the negligent acts, recklessness, intentional wrongful acts by the BCC or other persons employed or utilized by the BCC in the performance of the Agreement, errors, and/or omissions of the BCC. The BCC shall not be required under this paragraph to hold harmless, indemnify or defend for losses arising out of the sole negligence of an A/E OF RECORD.
 - I. The BOARD does hereby agree to indemnify and save harmless the BCC to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the BCC shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000.00, or any claim or judgments or

portions thereof, which, when totaled with all other claims or judgments paid by the BOARD arising out of the same incident or occurrence, exceeds the sum of \$200,000.00 from any and all personal injury or property damage claims, liability, losses and causes of actions which arise solely from the BOARD's failure to enforce the terms and conditions of its agreements with the A/E of RECORD including any requirement that they maintain minimum professional liability insurance coverage as required by the BOARD for their own negligent acts, errors and/or omissions for the period of time as stated in the contract (i.e., three (3) years after acceptance of the project). However, nothing herein shall be deemed to indemnify the BCC for any liability or claim arising out of the negligence, performance or failure of performance of the BCC or as a result of the negligence of any unrelated third party.

ARTICLE IX

RECORDS

- A. Records of the BCC shall be maintained by the BCC in a manner, which shall meet the requirements of law, of the State Department of Education and of the BOARD. Such records shall be made available to the BOARD or its authorized representative upon request. The BOARD or its authorized representative at any time, shall have the right to conduct an audit of the BCC records associated with this AGREEMENT. All records such as, but not limited to, financial, correspondence, instructions, memoranda, proposal documentation, canceled checks, inspection reports, design review reports and other related records produced and maintained by the BCC and its consultants under this AGREEMENT shall be consistent with the M-DCPS retention policy which has been or shall be made available to the BCC upon request in a reasonable time frame.
- B EFC and the BCC are required to use CCTS or other electronic methods adopted by the BOARD to track and streamline the review and approval of construction documents, the permitting and inspection process as required by the Florida Building Code. The BCC firms as users of the CCTS system have a specific role in the system and certain privileges and responsibilities; one of these being to maintain passwords confidential. The BCC firms shall be required to input all relevant project data via the system including but not limited to letters of transmittal, plan review reports, inspection reports and violation reports as required by the Building Official. The BCC firms shall be required to maintain compatible computer hardware and software enabling the use of the CCTS system, currently and as future expansion dictates at their sole cost. M-DCPS shall not change electronic methods that may cause undue hardship to the BCC except once every two years.

- C. The BOARD shall, at its sole discretion require the BCC to use of the CCTS system or other electronic methods adopted by the BOARD in the Code Review, Inspection and Permit Process and reporting of all or part of the BCC services for the district's construction projects.

ARTICLE X
COMPENSATION

For consulting services referred to above, the BCC shall receive a fee as outlined in Exhibit "A", hereby attached and made part of this AGREEMENT.

A. BCC COMPENSATION

1. For BCC services as outlined in this AGREEMENT, the BCC shall receive a fee for enhanced structural review (when appropriate) and mobilization cost as outlined in Exhibit "A". Fees shall be based on actual construction cost less any contingency.
2. Estimated construction costs for a project will be the most recent construction estimate that is being used by the BOARD at the time the BCC work order is issued.
3. The fees outlined in "Exhibit A" for "Review" shall be divided for payment as follows:
 - a. 30% after Phase I approval.
 - b. 70% after Phase III approval.
4. The fee, excluding re-roofing projects, portable placement and portable prototype design projects, will be calculated by multiplying the applicable percentage fee by the estimated construction costs for each project and adding the applicable additional services. The Mileage fee is incorporated into mobilization described in "Exhibit A". Payment to be received by the BCC will be at intervals determined as established in Article XI. The BCC fee will not be adjusted after issuance of the work order except in the following instances:
 - a. If prior to the bid award there is a change in the scope of work such that the construction budget is adjusted up or down by the BOARD by more than ten percent (10%) of the estimated construction costs on the BCC work order, the total work order will be adjusted and any fee adjustments necessary will be made with the succeeding payment interval.
 - b. If after the construction contract is awarded there is a single scope change order item or closely related scope change order items that aggregate to an amount that exceed ten percent (10%) of the award amount a supplementary lump sum work

order will be issued. The fee increase or decrease will be calculated by multiplying the applicable scope change amount by the percentage rate in the original work order. Any fee adjustments necessary will be made with the succeeding payment interval.

- c. In the event that projects undergo substantial adjustments due to changes in their scope, budgets and unreasonable delays (i.e., construction award not made for over three (3) years from date of A/E commissioning), the BO has the authority to review the individual project work order and negotiate any fee adjustment to the work order.
5. In case of a rejection of a phase and whereas the BCC has done substantial review and upon approval by BO, the BCC shall be compensated with a fee equal to 50% of the phase to be re-reviewed.
6. When the BCC is assigned ongoing projects that he has not previously reviewed, payment will proceed as follows: When Phase III is approved by the BCC, he shall be paid, in addition to the Phase III fee percentage, seventy-five percent (75%) of the Phase I fee percentage both as stated in "Exhibit A" with any subsequent inspection payments being made as scheduled.
7. Hourly Fees for additional services that have been authorized in advance in writing by the BO, will be reimbursed at the rate of seventy five dollars (\$75.00) per hour for Inspector services and ninety dollars (\$90.00) per hour for Professional AE services and the Principal at the rate of one hundred and fifteen dollars (\$115.00) per hour.
8. For BCC services for portable placement projects, the BCC shall receive a fee based on the sitework including foundations required to install the number of portable buildings to be placed on a site plus occupancy and fire inspections. Fee shall be based on "Additions Remodeling & Renovation" as outlined for in Exhibit "A". For the purposes of calculating the BCC fee, a portable building (when composed of several units) shall be defined as a single portable classroom unit. This definition shall apply to all existing work orders.
9. For an elementary school comprised entirely of portable buildings with a design capacity of at least eight hundred (800) students, the BCC shall receive fee negotiated per project.
10. For a portable prototype design review the BCC shall receive a fee negotiated per project.
11. For a portable prototype placement review the BCC shall receive a fee negotiated per project.
12. For portable site drawing review the BCC shall receive a fee negotiated per project.
13. If the General Contractor failed to complete the contract within the scheduled completion

date, the BCC consultant shall be compensated any additional costs it demonstrates were incurred for maintaining continuous services, starting on the 61st calendar day after the original completion date. Compensation shall be based on the hourly rate of the assigned staff, or previously established monthly payment intervals under Article XI, whichever is lower.

14. If a project is suspended for any reason after the BCC has started inspections, and then re-started after a period of time exceeding 61 calendar days but not more than six months, the BCC shall be entitled to an additional mobilization fee. No change in fee shall be authorized unless the construction costs exceed 10% in which case it shall be adjusted accordingly.
15. BCC consultant shall be compensated for services rendered on projects at the fees listed for Additions, Remodeling and Renovations in Exhibit "A". The BCC shall be compensated for miscellaneous CM @ Risk Capital projects in accordance with the Fee Schedule, for Additions, Remodeling and Renovations or New Construction as appropriate in Exhibit "A".
16. The BCC consultant shall be compensated for re-roofing projects at a mutually agreed upon fee or hourly fees as stated in this AGREEMENT.
17. For any project conducted under the Fast Track method, the BCC shall be entitled to a fee increase of 10% over that shown in Exhibit "A".

ARTICLE XI

PAYMENT INTERVALS

Payment to the BCC toward the fee of each specific project assigned by the BOARD, will be made at the rates ~~for~~ as indicated in Exhibit "A", at intervals indicated in Exhibit "B" and as stated herein. Both Exhibits "A" and "B" are hereby attached and made a part of this AGREEMENT. .

A. PAYMENT

1. Inspection services payment intervals shall be based monthly. Monthly fees shall be based on the total project fee less additional services and less any close-out fees divided by the total number of months required to complete the assigned project according to the project schedule.
2. Plan review services payments will be paid in phases as work is performed and after each phase interval is approved.
3. Invoices shall include the project number, description of services, payment interval, work order, supporting documentation, and any other information required by BO.
4. Excluding portable placement projects, the percentage of construction completed will be as approved/certified by the A/E OF RECORD.

5. Invoices for reimbursable expenses, except missed inspection fees, will be submitted monthly and shall include the project number, invoice number, description of services, official work order supporting documentation and any other information required by BO.
6. Invoices for additional services, as provided for in this AGREEMENT, may be submitted monthly and shall include, as the case may be, the project number, work order number, description of services, copy of written work order authorization, total number of hours spent on the site and any other information required by BO.
7. The final payment shall be released within 90 days after Occupancy form has been signed-off by the BCC, as long as none of the pending work, if any, is the direct result of the BCC's fault as determined by the BO.
8. BCC shall not submit Invoice(s) until the full phase of work or inspection interval is completed and the formal Work Order has been issued.
9. Invoices shall not be submitted at monthly intervals.
10. The BO shall approve the BCC invoice within three (3) weeks of receipt and submit for payment to contract management. The target turn a round time for payment to the BCC shall not exceed forty-five (45) days.

ARTICLE XII

DUTIES AND RESPONSIBILITIES OF THE BOARD/SUPERINTENDENT

The SUPERINTENDENT or his designee shall assume the following responsibilities and duties:

1. The BO shall assign each project to the BCC through a written work order request assignment form for plan review and/or inspection. The BCC shall not proceed with assigned Work unless the Board or its designee issues the BCC a work order in writing. M-DCPS Contract Management shall expeditiously issue a formal Work Order with a target date of 30 days.
2. Provide all necessary information regarding requirements for the assigned projects.
3. Notify the BCC, at the time of project assignment, of the existence of other projects in process at or planned for that site.
4. Designate a PM for each project who shall render or obtain decisions in a timely manner and coordinate the flow of documents and correspondence and of meetings. Written requests submitted to the PM for decisions will be responded to, in writing, within three (3) working days after receipt of the request. The responsibilities of the PM are as follows:

- a. Assure that submittals contain all the required deliverables prior to submission of same to the BCC.
 - b. Provide three (3) copies of each set of submittal documents to the BCC. (Six copies for priority reviews).

 - c. Provide to the BCC copies of the A/E OF RECORD contract; the design and construction documents; the construction schedule and subsequent updates thereto; directives, review or inspection comments received from DOE, M-DCPS departments and other agencies, if any; waivers if applicable to design, submittal and construction issues; field instructions and other correspondence that has a bearing on the performance of the BCC services.
 - d. Receive from the BCC and distribute appropriately all review or inspection comments, reports and correspondence except those monthly reports, reports to the SUPERINTENDENT and reports to the TRC previously specified.
 - e. Receive from the BCC all project-related requests and provide responses for authorization of reimbursable costs, special consultants, required tests, As-Built drawings, surveys, etc.
5. Designate the BO as the general (non-project) administrator responsible for mediating conflicts among the M-DCPS personnel, and the BCC, and to develop mutually agreeable detailed procedures to implement this Agreement.
 6. Furnish site and utilities information and such testing as may be required by the BCC, by law or by contract documents, the accuracy and completeness of which may be relied on by the BCC.
 7. Furnish, upon request by the BCC, such information as is available concerning service and utility lines, both public and private, existing hazardous materials and their associated reports, and provide reports on test borings necessary for determining subsoil conditions. The A/E OF RECORD shall recommend location and extent of such tests.
 8. Arrange, upon request by the BCC and SUPERINTENDENT approval thereof, structural, chemical, mechanical, soil mechanics, air and water pollution, hazardous materials or other laboratory and environmental tests, inspections and reports required by law or Contract Documents.
 9. Provide electronic versions of the following current materials, and subsequent updates to and revisions of each, including the effective date: M-DCPS Architects and Engineers Procedural Manual, Design Criteria/Standards Manual, Master Specifications, A/EPC

Procedures Manual, and Re-roofing Manual and provide, for each project assigned, one (1) copy of the Project Educational Specifications. Electronic versions may be made available at the M-DCPS web-site for the BCC's use.

10. Provide the A/E of Record and Construction Contractors involved in the projects covered, by this Agreement of the BCC's responsibilities by providing a copy of the BCC contract. (except fees and payment schedules)
11. Provide to the BCC, subject to availability, monthly current and projected program schedules.
12. Enforce provisions in the contractor's contract relative to the timing, preparation for and failure of BCC inspections as may be appropriate.
13. Maintain the CCTS application system, a web-based system designed and developed to address the business requirements of EFC and the BCC.
14. Provide the BCC with a copy of upcoming tentative projects and projected assignments based on the current five year plan.

ARTICLE XIII

ASSIGNED WORK ORDERS

Notwithstanding the expiration of this AGREEMENT by its terms, any work orders assigning projects to the BCC pursuant to Article XII.A. prior to this Agreement's expiration shall remain in effect until completion of the work assigned or cancellation of the work order by written notification as noted in Article XV. It is the understanding of the parties that work assigned during the term of this Agreement shall survive expiration or termination of the Agreement, subject to written notification as noted in article XV. The following tasks will apply retroactively to existing work orders:

- A. Concept Review Meeting – Applies to all projects that have not had a concept review meeting yet. If necessary, the work order can be revised.
- B. Enhanced Structural Reviews – Applies to Design Build projects for which the Phase III Foundation has not been submitted for review and to conventional projects for which Phase II has not been submitted for review.
- C. Mobilization Cost – Applies to all projects where the Final (Occupancy) Inspection has not been conducted. BCC shall provide BO with a list of projects and monies paid for mileage reimbursement to date. A supplemental work order shall be issued for mobilization costs based on Exhibit "A" minus the monies already paid for mileage reimbursement if any.

ARTICLE XIV
EVALUATION

The Building Official shall evaluate the services and performance of the BCC as enumerated in this Agreement in writing at least annually. The evaluations may be used to terminate, renegotiate, continue or not this agreement as allowed under Article XV. Evaluations may also be utilized in any future selection process for a BCC. The BCC shall be provided process, procedures and standards to be utilized in the evaluation prior to performing the evaluation.

ARTICLE XV
TERMINATION AND RENEGOTIATION OF THIS AGREEMENT

The BOARD or the BCC may terminate this AGREEMENT, with or without cause, at any time during the term of this Agreement upon giving written notice to the other party at least ninety (90) days in advance. If this AGREEMENT is terminated, assigned Work Orders shall terminate ninety (90) days after the written notice is given. The BOARD or the BCC shall have the right to negotiate additional terms and amend the Agreement accordingly to include negotiated terms, including addressing and correcting any discrepancies caused by increases to or deletions from the stated scope of services to be provided by the BCC under this Agreement.

ARTICLE XVI
CONTRACT UNASSIGNABLE

Neither the BOARD nor the BCC shall have the right to assign or transfer its interest in this AGREEMENT. Provided, however, if the BCC shall elect to change the name of the firm, such event shall not be construed to be an assignment under the terms hereof provided the principal identified in Article III remains the same or has been replaced with BOARD approval.

ARTICLE XVII
DESIGNATED CONSULTANTS

- A. BCC, at the BCC's expense, will have the consultants perform the services indicated. Selection of the BCC was based, in part, on the qualifications and expertise of the consultants, if any, accepted by the BOARD.
- B. The BCC, shall be responsible for all the work of the BCC's organization, which includes that of the BCC's consultant(s). Nothing contained in this Agreement shall create any contractual

relationship between the BOARD and any of the consultant(s) working for the BCC.

- C. The BCC may choose additional consultant(s), for which prior written notice to the BOARD shall be given and approval obtained, but shall not terminate or replace those consultant(s) listed in this Agreement without the prior written approval of the BOARD and without a signed, sealed and/or notarized release from the consultant being replaced or justification acceptable to the BOARD that such release is not obtainable.
- D. In the event that the BCC is terminated or defaults his obligations under this AGREEMENT the BOARD shall be free to enter into a separate AGREEMENT with the former BCC consultants and hold the BCC harmless as result of this action.

The BCC has listed the following Designated Consultants:

DESIGNATED CONSULTANT

- 1. Louis Aguirre & Associates
- 2. Basulto & Associates

SERVICES RESPONSIBILITY

Mechanical, Electrical, Plumbing
Mechanical, Electrical, Plumbing
Plan Review

ARTICLE XVIII

CONSULTANTS COMPETITIVE NEGOTIATIONS ACT

This AGREEMENT shall comply with the provisions of the Consultants' Competitive Negotiations Act, Chapter 287.055 of the Florida Statutes. In the event of any conflict in provisions between this Agreement and the Act, the provisions of the Act shall control and this Agreement shall be interpreted to comply with the Act.

- A. The BCC shall execute and furnish to the BOARD a Truth-In-Negotiation certificate stating that wage rates and other factual units costs supporting the compensation are accurate, complete and current at the time of contracting.
- B. The original contract price and any additions thereto shall be adjusted to exclude any significant sums when the BOARD determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual costs.
- C. The BCC warrants that no company or person, other than a bona fide employee working solely for the BCC has been employed or retained to solicit or secure this Agreement and that no payment to or Agreement to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the BCC any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of making this Agreement has been made.

ARTICLE XIX
MISCELLANEOUS PROVISIONS

- A. This AGREEMENT shall be governed by the laws of the State of Florida.
- B. This AGREEMENT represents the entire and integrated Agreement between the BOARD and the BCC and supersedes all prior negotiations, representations or Agreement(s), either written or oral. This AGREEMENT may be amended only by written instrument signed by both the BOARD and the BCC.
- C. The BOARD shall to the extent possible in consideration of schedule and manpower requirements and the BCC firm's capability and past performance, balance the value of work assigned to each BCC firm, if more than one BCC firm is commissioned by the BOARD, in order to promote fairness and efficiency, but the final decisions regarding assignment of projects will be reserved exclusively to the BOARD.
- D. The BCC shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the various project sites, including but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- E. The BCC is not to assume the A/E of RECORD's responsibility for the design product. Additionally, the BCC is not to assume either the contractor's responsibility for construction or the responsibility of the A/E OF RECORD for contract administration of the work. The A/E of RECORD is responsible under its contract for contract administration of the work, and all decisions regarding interpretation of the contractual documents.
- F. All work assigned to the BCC through work orders issued under Agreements in effect prior to the effective date of this AGREEMENT shall be continued under the same terms and conditions of the Agreement in effect at the time of issuance of the work order.

ARTICLE XX
NOTICES

Whenever notice is required or given by either party to this AGREEMENT, such notice shall be in writing, and either personally delivered or forwarded by Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

To the BCC at:
Firm: Bermello Ajamil & Partners, Inc.
Address: 2601 South Bayshore Drive, 10th Floor, Miami, Florida 33133
Attention: BCC Principal

To the BOARD at:
Superintendent of Schools
Miami-Dade County Public Schools
1450 NE Second Avenue
Miami Florida 33132

With a copy to the Building Official:
Building Official
12525 NW 28TH Avenue Suite 512
Miami Florida 33167

Either party may change such addresses from time to time by serving written notices on the other. Notice shall be effective upon receipt or upon the third day after the date of the postmark.

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT the day and year first above written.

THE SCHOOL BOARD OF MIAMI-
DADE COUNTY, FLORIDA

BY: _____
Chief Facilities Officer
Facilities Planning and
Construction

SEAL

APPROVED AS TO FORM:

Attorney for the BOARD

Bermello Ajamil & Partners Inc.

ATTEST

BY: _____
Witness

BY: _____

President

EXHIBIT "A"
TRSC/UBCI/EFCO FEES

ADDITIONS, REMODELING & RENOVATIONS									
(Contract Categories) (Construction Cost)		% of Construction Cost				Lump Sum Services			
From	To	TRSC	Inspections	Review	Fire Safety Occupancy Inspector	Enhanced Structural Review	Mobilization	Review	Mobilization
\$ 1,000	\$ 200,000	1.22%	6.36%	4.66%	850	700	700	520	520
\$ 200,001	\$ 500,000	1.02%	4.86%	3.41%	850	700	700	520	520
\$ 500,001	\$ 750,000	0.45%	2.24%	1.70%	850	700	700	650	650
\$ 750,001	\$ 1,000,000	0.38%	1.88%	1.46%	850	700	700	650	650
\$ 1,000,001	\$ 2,000,000	0.32%	1.52%	1.12%	1,150	900	900	1,275	1,275
\$ 2,000,001	\$ 3,000,000	0.24%	1.14%	0.82%	1,150	900	900	1,275	1,275
\$ 3,000,001	\$ 4,500,000	0.23%	1.08%	0.76%	1,150	1,250	1,250	1,800	1,800
\$ 4,500,001	\$ 6,000,000	0.16%	0.75%	0.53%	1,150	1,250	1,250	1,800	1,800
\$ 6,000,001	\$ 10,000,000	0.14%	0.65%	0.45%	1,300	1,400	1,400	2,150	2,150
\$ 10,000,001	\$ 24,000,000	0.09%	0.54%	0.37%	1,400	1,400	1,400	2,700	2,700

NEW FACILITIES (NEW CONSTRUCTION)									
(Contract Categories) (Construction Cost)		% of Construction Cost				Lump Sum Services			
From	To	TRSC	Inspections	Review	Fire Safety Occupancy Inspector	Enhanced Structural Review	Mobilization	Review	Mobilization
\$ 1,000,000	\$ 2,000,000	0.25%	1.29%	0.91%	1,700	900	900	750	750
\$ 2,000,001	\$ 3,000,000	0.19%	0.94%	0.66%	1,700	1,000	1,000	750	750
\$ 3,000,001	\$ 4,500,000	0.14%	0.71%	0.50%	1,700	1,250	1,250	1,200	1,200
\$ 4,500,001	\$ 6,000,000	0.14%	0.67%	0.47%	1,700	1,350	1,350	1,200	1,200
\$ 6,000,001	\$ 10,000,000	0.13%	0.61%	0.42%	1,700	1,400	1,400	2,400	2,400
\$ 10,000,001	\$ 24,000,000	0.08%	0.38%	0.26%	2,500	1,450	1,450	2,750	2,750
\$ 24,000,001	Over	0.05%	0.24%	0.17%	2,800	1,500	1,500	4,000	4,000

CHANGES TO FEE CHART:

Above chart includes the EFCO+ fee in Basic Services.
 Fire Safety Review at Phase III-100% included in Basic Services at no extra cost by eliminating the Phase II review completely.
 The fee for Design Build Projects will be increased by 10% to accommodate fast tracking.
 The above chart deletes the line items for prototype reuse.
 The fee for Prototype reuse shall be 65% of the review fee and the full inspection fee.

EXHIBIT "B"
PAYMENT SCHEDULE

Category	INSPECTIONS	BASIC SERVICES	REVIEW	CONSTRUCTION	POST OCCUPANCY	FINAL	MOBILIZATION
Phase I Review/Joint Scope Meeting			30%				
Phase II Review		Eliminate this phase					
Phase III Review			70%				100%
Bid Award by the Board		Eliminate this phase					
Construction (Monthly Payments)	90%/N						100%/N
Occupancy Inspection				100%			
Provisos completed (inc. inspections)	5%						
Final Completion Form	5%						
Post Occupancy		Eliminate this phase					
TOTAL PAYMENT	100%		100%	100%	100%	100%	100%

For Design Build Projects 10% of the Review Fee will be paid upon review of the Design Criteria Package. The remaining 10% will be paid upon Phase I review.

N = number of construction months