

SECOND AMENDMENT TO
BUILDING INSPECTIONS, REPORTING AND CONSTRUCTION MANAGEMENT
SERVICES CONTRACT

THIS SECOND AMENDMENT, entered into this _____ day of December, 2016, by and between the CITY OF CLEARWATER, a Florida municipal corporation, hereinafter referred to as “City”, whose address is: 112 S. Osceola Ave, Clearwater, Florida 33756 and NOVA Engineering and Environmental, LLC, a Delaware Corporation, hereinafter referred to as “Vendor,” whose address is: 1226 Tech Boulevard, Tampa, Florida 33619, (referred to individually herein as “Party” or collectively as the “Parties”).

WHEREAS, the City of Clearwater and Vendor entered into that certain Building Inspections, Reporting and Construction Services Contract (Contract) dated March 24, 2015 for services including preparing preliminary plans, specifications, and estimates with associated engineering discipline reports for residential (single-family and multi-family) and commercial building inspections, and construction management services; and

WHEREAS, the initial term of the Contract is for two years with an option to renew for an additional two-year period; and

WHEREAS, the Contract stipulates that expenditures paid by the City to Vendor shall not exceed \$100,000 per term; and

WHEREAS, the City’s need for services provided by Vendor under the Contract has increased and the City desires to increase the not-to-exceed amount to be paid to Vendor from \$100,000 to \$150,000 during the initial term of the Contract and to increase the amount to be paid during the second term of the Contract, if extended, from \$100,000 to \$150,000; and

WHEREAS, the Parties agree that the Contract shall be amended to be consistent with recent changes to Chapter 119, Florida Statutes.

NOW THEREFORE, in consideration of the promises stated herein, the City and the Vendor mutually agree as follows:

Paragraph 3 of the Contract is hereby replaced in its entirety with the following:

3. COMPENSATION.

The City will pay the Vendor all reasonable and necessary direct expenses as pre-approved by City in writing, on a task by task basis, in addition to personnel fees in accordance with Vendor’s Personnel Sheet and corresponding Engineering, Environmental and Facilities Schedule of Fees, attached hereto and incorporated herein as Exhibit “A”. The City or Vendor may, from time to

time, require changes in the scope of the project to be performed hereunder which are mutually agreed upon by and between City and Vendor, which shall be effective when incorporated in written amendment to this Contract executed by both Parties. Compensation under this Contract shall not exceed Three-Hundred Thousand Dollars and 00/100 (\$300,000.00).

Paragraph 10 of the Contract is hereby replaced in its entirety with the following:

10. CONFORMANCE WITH LAWS.

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 727-562-4092, Rosemarie.Call@myclearwater.com, 112 S. Osceola Ave., Clearwater, FL 33756.

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet

all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

- h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

 - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

- i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

All terms and conditions of the Contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Building Inspections, Reporting and Construction Services Contract

CITY OF CLEARWATER, FLORIDA

Countersigned:

George N. Cretekos, Mayor

By: _____
William B. Horne II, City Manager

Approved as to form:

Laura Mahony, Assistant City Attorney

Attest:

Rosemarie Call, City Clerk

NOVA Engineering and Environmental, LLC

Witness:

Print Name: _____

By: _____

Print Name: _____

Title: _____