

**BUILDING INSPECTIONS, REPORTING AND CONSTRUCTION MANAGEMENT
SERVICES CONTRACT**

THIS CONTRACT, entered into this _____ day of November, 2018, 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 solicited proposals on September 6, 2018 for Building Inspections, Reporting, and Construction Management Services for residential (single-family and multi-family) and commercial building inspections, and construction management services; and

WHEREAS, the Vendor submitted a proposal and was selected to perform building inspections, reporting and construction management services including performing feasibility inspections and cost estimates, preparing and reviewing construction bid documents, organizing preconstruction conferences, and ongoing inspections for draws/payments as in accordance with Vendor’s proposal; and

WHEREAS, contract shall be subject to terms and conditions of the Invitation to Bid #34-18, Building Inspections, Reporting and Construction Management Services and the Vendor’s proposal.

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

1. SCOPE OF PROJECT.

The “Contract Documents” shall consist of that certain Invitation to Bid #34-18, Building Inspections, Reporting and Construction Management Services, issued by the City on September 6, 2018; Vendor’s Proposal; this Contract; and all attachments the above referenced documents (which are hereby incorporated by reference and made a part of this contract as if set forth fully herein).

The Vendor, in consideration of the sums of money as hereinafter set forth to be paid by the City to the Vendor, shall and will at its own expense, perform all labor and furnish all necessary materials to provide the services described in the Contract Documents. All of said work shall be performed and completed by Vendor in a good and workmanlike manner to the satisfaction of the City. Should the Vendor fail to perform or comply with any of the terms, conditions,

provisions or stipulations as contained herein, the City, may, at its option, avail itself of any and all remedies provided by law and shall have the right to proceed to complete such work as Vendor is obligated to perform.

2. TIME OF PERFORMANCE.

Time is off the essence as to the performance of the parties' obligations under this Agreement. This Contract shall commence on November _____, 2018 and terminate on September 30, 2019 (the "Initial Term"). The Parties may renew for three (3), one (1) year periods ("Renewal Period") if agreed to in a writing executed by both Parties at least thirty (30) days prior to the end of the Initial Term or expiring Renewal Period.

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 ITB 34-18 Pricing Sheet, 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 Thirty Thousand and 00/100 Dollars (\$30,000.00). Price increases may be considered pursuant to Paragraph 4 under the "Milestones" section of ITB 34-18.

4. METHOD OF PAYMENT.

The Vendor's invoices shall be submitted to the City for approval for payment on a monthly reimbursement basis. The City agrees to pay after approval under the terms of the Florida Prompt Payment Act F.S. 218.70.

The City's performance and obligation to pay under this Contract is contingent upon an annual appropriation for the services in the City's budget.

5. NOTICES AND CHANGES OF ADDRESS.

Any notice required or permitted to be given by the provisions of this Contract shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid) on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

NOVA Engineering and Environmental, LLC

City of Clearwater

Bob Hughes

Charles H. Lane, Jr.

Principal

Assistant Director, Economic Development
& Housing

4524 Oak Fair Boulevard, Suite 200
Tampa, FL 33610

P.O. Box 4748
Clearwater, Florida 33758

(Office) 813-623-3100

(Office) 727-562-4023

(Fax) 813-623-3545

(Fax) 727-562-4037

6. TERMINATION OF CONTRACT.

If Vendor fails to fulfill any of its obligations hereunder, such failure shall constitute a material breach and the City may terminate this Contract immediately by giving Vendor written notice of its election to do so and by specifying the effective date of such termination. The Vendor shall be paid for its services provided through the effective date of termination.

7. INDEMNIFICATION AND INSURANCE.

The Vendor agrees to comply with all terms, provisions, and requirements of the indemnification and insurance provisions as set forth in paragraph 6 of the Detailed Specifications of the Invitation to Bid and as otherwise contained in the Contract Documents.

8. PROPRIETARY MATERIALS.

Upon termination of this Contract, the Vendor shall transfer, assign and make available to City or its representatives all property and materials in "Vendor's" possession belonging to or paid for by the City.

9. INTERESTS OF PARTIES.

The Vendor covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance and/or provision of services required under the terms and conditions of this Contract.

10. CONFORMANCE WITH LAWS.

The Vendor agrees to comply with all applicable federal, state and local laws during the life of this Contract.

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.
- j) 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.

11. ATTORNEY FEES.

In the event that either party seeks to enforce this Contract through attorneys at law, then the parties agree that each party shall bear its own attorney fees and costs.

12. GOVERNING LAW AND VENUE.

The laws of the State of Florida shall govern this Contract, and any action brought by either party shall lie in Pinellas County, Florida.

13. NON-WAIVER.

A delay in exercising, or failure to exercise, any right or remedy under this Contract does not constitute a waiver of such or other rights or remedies and does not operate to prevent the exercise or enforcement of any such right or remedy. No single or partial exercise of any right or remedy under this Contract prevents further exercise of such or other rights or remedies. The rights, powers and remedies provided in this Contract are cumulative and not exclusive of any rights and remedies provided by law.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date set forth above.

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: _____

ITB 34-18 PRICING SHEET
Building Inspections, Reporting, and Construction Management Services

Scope of Work - Tasks	ESTIMATED Annual Number of each task type to be performed	PRICING PER TASK (*see note below)
1) Rehab Program Cost Proposals		
1a. Feasibility Inspection	30 each	\$ 425.00 each
1b. Lead-based paint testing and risk assessment - pre-1978	20 each	\$830.00 each
1c. Asbestos testing	20 each	\$ 770.00 each
1d. Coordinate with homeowners to prepare and manage scope of work, cost estimate and bid process	10 each	\$ 1,317.00 each
1e. Perform construction draw inspections	4 per project	\$ 425.00 each draw
2) DPA Process Cost Proposal		
2a. Minimum code inspection	30 each	\$ 425.00 each
2b. Lead-based paint testing - pre-1978	5 each	\$ 775.00 each
2c. Re-inspections if needed	3 each	\$ 340.00 each
3) New Construction Cost Proposal		
3a. Perform construction inspections	5 per project	\$ 425.00 each draw
4) Public Facilities Cost Proposal		
4a. Coordinate with public facility representative to prepare scope of work	7 each	\$ 1,500.00 each
4b. Coordinate with public facility representative to manage bid process per scope of work	7 each	\$ 1,500.00 per-hour each
4c. Perform construction draw inspections	4 per project	\$ 425.00 each
5) Other Tasks		
5a. Documenting compliance with Davis Bacon requirements	50 hours	\$ 115.00 per hour
5b. Documenting contractors and subcontractors	10 hours	\$ 60.00 per hour
5c. Coordinate with contractor and property owner to prepare change order for City approval	50 hours	\$ 60.00 per hour
5d. Background checks on contractors	5 each	\$ 340.00 each

*NOTE: "each" price is to be all-inclusive for staff hours (including subcontractor if applicable), travel, fuel, general equipment usage and general communications regarding projects.
 All miscellaneous fees should be submitted under Tab 4 of proposal with pricing sheet. Fees not listed will not be allowed or approved by the City for reimbursement.
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Vendor Name NOVA Engineering and Environmental, LLC Date 9/4/18