

PROPOSAL

OWNER: Ms. Patti Mclaughlin, Assistant City Manager

City of Key West

1300 White Street, Key West, Fl.

DATE: June 24, 2020

All Aspects Inspection Services, LLC (AAIS) operates in accordance with the State of Florida Alternative Plans Review and Inspection Program, as described in Florida Statutes 553.791 and proposes to provide building permit plans review and inspection services for the City of Key West, Fl. These services will be performed as an extension of Building Department Staff and will coordinate directly with the Building Official and Assistant City Manager. The Building Official is the Authority Having Jurisdiction (AHJ) and AAIS will be providing a supporting role.

Plans Review Services

If requested by the City, AAIS will review plans as required by the Florida Building Code, typically performed by City of Key West Building Department personnel. Plan review would be limited to structural, building, mechanical, electrical and plumbing disciplines. Each discipline will be reviewed by a plans examiner or engineer licensed by the State of Florida. State of Florida registered structural engineers, certified by the State of Florida will review structural plans.

AAIS will review the project documents for compliance with applicable Florida building codes. Plan review comments, if any, would be communicated to the client through the City eTrakit system. Upon completion and approval of the project documents, AAIS will provide signed and sealed Plan Compliance Affidavits for all disciplines to the City certifying the documents have been reviewed for Florida Building Code compliance.

Proposed Commercial and Residential Plans Review Services:

- Architectural Plans Review/ADA
- Structural Plans Review
- Mechanical, Electrical and Plumbing Plans Review
- > Shop Drawing and NOA review (must be included in the initial, second or third reviews)

Plans Review Procedures and Requirements:

- Plan review be provided on an expedited basis.
- Electronic signed and sealed plans, NOA's, calculations, and all other supporting documents in .PDF format shall be supplied to AAIS to initiate the plan review process.
- Upon approval of all disciplines, AAIS will provide signed and sealed Plan Compliance Affidavits for those disciplines
- Fire plan review must be processed through the Fire Department.

Inspection Services

AAIS will perform inspections required by the Florida Building Code, typically performed by the City of Key West Building Department personnel with State of Florida licensed inspectors or Engineers. Inspections will be performed on an "as requested" basis through the City's eTrakit system.

Inspections will be performed once the required permits are issued by the City of Key West Building Official. Required revisions and shop drawings will need to be reviewed and approved by the City and available on the job site.

Proposed Inspection Services:

- Building Inspections (i.e. drywall, insulation, framing, fire penetration, window, door buck, final)
- Roofing Inspections (i.e. insulation, in-progress, and final for membrane, additional inspections may be required depending on the roof type)
- Mechanical Inspections (i.e. rough, final, ductwork (if required)
- > Electrical Inspections (i.e. rough, low voltage, underground, final)
- Plumbing Inspections (i.e. rough and final)

Inspection Procedures and Requirements:

- > By 3:30 of the day prior to scheduled inspections, the city will requested inspections will be obtained by AAIS from the eTrakit system..
- Inspection results will be entered directly into the eTrakit system by AAIS staff.
- > Threshold Inspections are not included in the scope of this Proposal.

Terms and Conditions

- Invoices will be submitted on the 1st of each month, and paid within 30 days of receipt.
- The General Contractor of record will be responsible for meeting all of the requirements of the 6th Edition of The Florida Building Code as well as complying with all of the guidelines and restrictions of local regulations and ordinances.
 - All Contractors including subcontractors shall carry and submit upon request all local and state licenses and copies of Insurance.
- The Contractor including subcontractors will be responsible for maintaining a current state license, competency card, and insurance throughout the duration of project.
- Inspections cannot be performed for any trade if license or insurance is expired or voided.
- Full Coverage General Liability and Workman's Compensation as per Florida law. The Contractor including subcontractors shall be responsible for complying with all Health and Safety/OSHA laws and regulations as they are applicable to this project.
- All services not specifically indicated in the scope of services will be considered Additional Services and will be billed at \$150.00 per hour for inspectors and plan reviewers, and \$185.00 per hour for Engineers.

Indemnification

To the fullest extent permitted by law, AAIS expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnities") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of AAIS, its Subcontractors or persons employed or utilized by them in the performance of the Contract.

Insurance

1. AAIS is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, AAIS shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability \$1,000,000 Combined Single Limit

General Liability \$2,000,000 Aggregate (Per Project)
\$2,000,000 Products Aggregate
\$1,000,000 Any One Occurrence
\$1,000,000 Personal Injury
\$300,000 Fire Damage/Legal

Professional Liability \$2,000,000 Per Claim / Aggregate

2. AAIS shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on all policies— excepting Professional Liability—on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. AAIS will maintain the Professional Liability, General Liability, and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

3. Notwithstanding any other provision of the Contract, AAIS shall maintain complete workers compensation coverage for each and every employee, principal, officer, representative, or agent of AAIS who is performing any labor, services, or material under the Contract. Further, AAIS shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident \$1,000,000

Bodily Injury by Disease Each Employee \$1,000,000

Bodily Injury by Disease Policy Limit \$1,000,000

- 4. AAIS's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.
- 5. Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.
- 6. AAIS will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. AAIS will notify City of Key West immediately by telephone at (305) 809-3964 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by AAIS.
- 7. It shall be the responsibility of AAIS to ensure that all subconsultants/subcontractors comply with the same insurance requirements as is required of AAIS.
- 8. In addition, it is understood if at any time any of the policies required by the City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, AAIS shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of AAIS to furnish, deliver and maintain such insurance as required above, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of AAIS to take out and/or maintain any required insurance shall not relieve AAIS from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of AAIS concerning indemnification.

Rates

Plan Reviews are billed based on an hourly rate for Standard Building Plans Reviewers and Engineers for services provided Monday through Friday during regular business hours.

Inspections will be billed at \$75.00 per inspection. It is anticipated that there will typically be at least 10 inspections per day..

Fees for Additional Services: Additional services will be performed at the request of the city and include plan review services, attendance at meetings, consultations, reimbursable expenses such as copy costs, etc. Essentially any service requested by the city not directly related to an inspection and entering the results into the eTrakit system. Discussions or questions related to any particular inspection are not considered additional services.

	Hourly Rates			
	Plans Examiner	Inspector/PM	Engineer	Principal
Plan reviews for master building permit Hourly rate.	\$150/hr		\$185/hr	
Shop Drawings (not included in the initial, second or third review for master permit)	\$150/hr		\$185/hr	
Review of revisions to the permitted drawings	\$150/hr		\$185/hr	
Meetings	\$150/hr	\$150/hr	\$185/hr	\$185/hr
Plans Coordinator Services	\$65 per hour			
Reimbursable Expensest	Cost plus 20%			

tlncludes copies and Fed-Ex/UPS delivery charges. Fees not paid within 30 days will be subject to standard credit card interest rate charges.

The hourly rates stated above are based on services provided Monday thru Friday during regular business hours. Although no services are anticipated to be performed on Weekends, Holidays, or overtime, any service requested after 5 pm, Monday thru Friday, will be charged at 1.5 times the standard rate. Services requested on a weekend or holiday will be charged at 1.5 times the standard rate.

The parties have read the foregoing, understand the agreement completely

Acceptance

effective on the date signed below by the CLIENT.
James C. Reynolds, PE, Manager Name & Title of AAIS Authorized Representative Name of Client and Title (print)
Signature of AAIS Authorized Representative Signature of Client Auth. Representative
Date: 6/29/2020 Date: 6/29/2020