



AGREEMENT FOR PLAN CODE REVIEW AND INSPECTION SERVICES

Continuing Services

March 2025 Edition

AGREEMENT FOR PLAN CODE REVIEW AND INSPECTION SERVICES

This Agreement for Plan Code Review and Inspection Services ("Agreement") is made as of the Effective Date (as defined herein) between The Florida International University Board of Trustees, , whose principal business address is Modesto Maidique Campus, 11200 S.W. 8th Street, Miami, Florida 33199, Attention: Associate Vice President of Facilities Management, (hereinafter called "Owner"), and _____, a _____, whose principal business address is _____, Federal I.D. Number _____, ("Professional") (Owner and Professional shall be collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, Owner is seeking professional plan code review and inspection services for designated projects at Florida International University; and

WHEREAS, the services to be performed under this Agreement are considered a study activity and the fee for professional services for each individual study under a contract may not exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00), or such greater amount(s) as may be permitted by the Florida Statutes and/or the regulations promulgated by the Board of Governors of the State University System of Florida in effect from time to time.

NOW THEREFORE, for and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Professional agree as follows:

ARTICLE I. SERVICES

Professional agrees to provide professional services for each project as hereinafter set forth:

1.1 Professional shall provide "on call" code compliance review and inspections for Owner in accordance with the Florida International University Building Code Administration Program, a copy of which is available on the FIU Facilities Management webpage at <https://facilities.fiu.edu/Planning/buildingdepartment.htm>. The Florida International University Building Code Administration Code in effect from time to time is hereby incorporated in this Agreement by reference.

1.2 Professional shall only use State of Florida plan reviewers and inspectors certified in accordance with Florida Statutes, Chapter 468, to fulfill the services required under this Agreement.

1.3 Professional may be required to utilize Owner's electronic permit-tracking procedures.

1.4 Professional represents that all personnel employed or subcontracted, possess all necessary training, licenses and permits to perform the services, and that its performance of the services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the services required hereunder.

ARTICLE 2. COMPENSATION FOR SERVICES

2.1 For "Basic Services," as described in this Agreement, Owner agrees to pay Professional a lump sum amount (satisfactory to both Parties in writing), negotiated on each occasion of activating a specific designated project, or a not-to-exceed amount based on the following hourly rates:

Principal-in-Charge	\$ _____
Building Official	\$ _____
Threshold Inspector	\$ _____
Plan Review Coordinator, R.A.	\$ _____
Chief/Plans Examiner – Structural	\$ _____
Chief/Plans Examiner – Building	\$ _____
Chief/Plans Examiner – Electrical	\$ _____
Chief/Plans Examiner – Mechanical	\$ _____
Chief/Plans Examiner – Plumbing	\$ _____
Project Manager	\$ _____
Professional Engineer	\$ _____
Registered Architect	\$ _____
Inspector - Building/Structural	\$ _____
Inspector - Roofing	\$ _____
Inspector - Electrical	\$ _____
Inspector - Mechanical	\$ _____
Inspector - Plumbing	\$ _____
CADD Technician	\$ _____
Administrative Assistant	\$ _____

The lump sum amount, with substantiating documentation, or not-to-exceed amount agreed to by the Parties, for each specific project shall be formalized in the purchase order issued by Owner pursuant to the terms in Article 3 of this Agreement.

2.2 Compensation for “Additional Services,” as described in this Agreement, when pre-approved in writing by Owner, shall be based on the provisions herein.

2.3 Owner shall determine whether the compensation is to be based on a lump sum or on a not-to-exceed amount based upon the above listed hourly rates.

2.4 The hourly rates set forth herein may only be revised by a written amendment to this Agreement signed by both Parties.

ARTICLE 3. BASIC SERVICES

3.1 CONSTRUCTION DOCUMENT REVIEW SERVICES

3.1.1 For each project, Professional shall consult with Owner’s Building Code Administrator (“BCA”) to ascertain the requirements of the project and prepare, for review and approval by Owner, a written proposal for providing construction document review services. The proposal shall contain a description of scope of proposed services, a delivery schedule for the services to be provided, and all fees for the described services. Upon approval of the proposal, Owner will issue a purchase order for those services described in the proposal. The purchase order will incorporate the proposal, and shall be deemed to automatically incorporate the terms of this Agreement.

3.1.2 Upon issuance of the purchase order, Professional shall review the construction documents or other pertinent data as required for the specific project relative to compliance with all applicable codes or laws. The document examination shall comply with the Florida Building Code, “Minimum plan review criteria for buildings,” in effect at the time of the building permit application.

3.1.3 Professional shall prepare, from each construction document review, a written report in the format specified by the BCA, indicating all proposed construction not in compliance with the required codes or laws. The report shall indicate the name and license number of the reviewer and each comment shall reference the specific noncompliant condition and the specific code section cited as not being in

compliance. This report shall be delivered to the BCA as expeditiously as possible and within the delivery schedule described in the proposal.

3.1.4 At the BCA's option, Professional shall meet with Owner and/or its agents to review the non-compliant conditions stated in the above mentioned report.

3.1.5 One additional construction document review to determine compliance of corrected or modified items cited in the initial review shall be considered part of the Basic Services. Any reviews beyond these two reviews shall be considered as Additional Services and compensation shall be as described in this Agreement.

3.1.6 Upon completion of the construction document review and determination that those documents are in compliance with all applicable codes and laws, Professional shall approve in writing, or provide a stamp as "Reviewed for Code Compliance," the construction documents noting the reviewer's approval and date of review. Professional shall then return the reviewed sets of documents to the BCA with a letter certifying that the construction documents are in compliance with all applicable codes and laws.

3.1.7 Professional shall review and provide written certification of code compliance or take other appropriate action upon submittals such as review of shop drawings, product data sheets and product samples as required for the purpose of checking conformance with applicable codes and laws. Professional's action on these reviews shall be taken with reasonable promptness so as to cause no delay in the progress of construction of the project.

3.2 CONSTRUCTION INSPECTION SERVICES

3.2.1 For each project, Professional shall consult with the BCA to ascertain the requirements of the project and prepare, for review and approval by Owner, a written proposal for providing construction inspection services. The proposal shall contain a description of scope of proposed services, a delivery schedule for services to be provided, and all fees for the described services. Upon approval of the proposal, Owner will issue a purchase order for those services described in the proposal. The purchase order will incorporate the proposal, and shall be deemed to automatically incorporate the terms of this Agreement.

3.2.2 Upon issuance of the purchase order, Professional shall visit the site as inspections are called for and in compliance with the Florida Building Code, "Required inspections," in effect at the time of the building permit application, and as otherwise agreed upon in writing by the BCA and Professional. These inspections shall verify that the construction is being performed in compliance with all applicable codes and laws and in accordance with the approved construction documents.

3.2.3 Inspections by Professional shall be performed within 24 hours of a request for inspection or as otherwise agreed upon by Owner and Professional.

3.2.4 Upon the completion of each inspection, Professional shall submit a written inspection report on the form specified by the BCA. Copies of this inspection report shall be sent to the BCA and the "Permit Holder" within 24 hours of the inspection. Items or conditions found not in compliance shall be cited, noting the specific code reference, location of the non-compliance and date and time of inspection. The passing or failure of inspection shall be noted and signed by the inspector in the appropriate location on the "Building Permit Card" posted at the job site.

3.2.5 At the discretion of Professional, with the written approval of the BCA, additional inspections or testing may be requested to determine that the work is in compliance with applicable codes or laws, whether or not such work is fabricated, installed or completed.

3.2.6 If the inspector determines in the course of an inspection that work requiring inspection has been concealed or covered, that inspector shall immediately notify the BCA and the Permit Holder informing them of this condition. If it is determined necessary by Professional and the BCA, the contractor shall be directed to uncover the work so that the inspection may proceed.

3.2.7 Upon final inspection of all work and approval of same, the inspector shall sign the "Final Approval" on the Building Permit Card and provide a Final Inspection Report to the BCA and the Permit Holder stating that all inspections have been completed and passed and that the building/project is in compliance with all applicable codes and laws.

3.2.8 One additional re-inspection to determine compliance of corrected or modified items cited shall be considered part of the Basic Services. Any additional re-inspections shall be considered Additional Services and compensation shall be as described in this Agreement.

3.2.9 In no event shall Professional be entitled to additional compensation for Additional Services solely due to a project delay and not attributable to Owner requested changes in the scope of the work.

ARTICLE 4. OWNER'S RESPONSIBILITIES

4.1 Owner shall provide information as to the requirements for each project.

4.2 Owner shall furnish or cause the contractor to provide two (2) signed and sealed sets of construction documents to Professional for code compliance review when plan review is requested by the BCA.

4.3 If the BCA observes or otherwise becomes aware of any defect or non-compliance in the project, the BCA shall give prompt written notice thereof to Professional.

ARTICLE 5. REIMBURSABLE EXPENSES

5.1 "Reimbursable Expenses" include actual expenditures made by Professional in the interest of the project for the following incidental expenses:

5.1.1 If authorized in advance by Owner in writing, reproduction of drawings and specifications.

5.1.2 Travel expenses authorized in advance by Owner in writing, in which event the reimbursement shall be subject to and in accordance with Section 112.061, Florida Statutes in effect from time to time.

5.1.3 If authorized in advance by Owner in writing, expense of overtime work which is at rates higher than the rates set forth in this Agreement.

5.1.4 If their employment is authorized in advance by the BCA in writing, fees of special consultants for services other than the normal building, life safety, structural, mechanical and electrical construction documents review and inspection services.

5.1.5 No travel or wages for travel time from Professional's office to the project sites will be allowed.

ARTICLE 6. TERM

6.1 Unless sooner terminated as provided in this Agreement, this Agreement shall remain in force for a period of one year, commencing on _____ and ending on _____. Notwithstanding this provision, all projects commenced within this one-year term shall be completed in accordance with and under the terms of this Agreement.

6.2 This Agreement may be renewed annually, at Owner's sole discretion, but in no event for a period to exceed a total of five (5) years from the Effective Date of this Agreement.

ARTICLE 7. PAYMENTS TO PROFESSIONAL

7.1 Payments on accounts of Professional's services shall be as follows:

7.1.1 Payments for services of Professional, as defined in this Agreement, and for Reimbursable Expenses which are undisputed, shall be made within forty (40) days of receipt of a complete "Application for Payment," or at such other interval as provided in the project authorization from Owner. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

7.1.2 As provided by Section 215.422, Florida Statutes, if a warrant in payment of an invoice is not mailed or electronically transmitted by Owner within forty (40) days after receipt of the invoice and receipt, inspection and approval of the services, Owner shall pay to Professional, in addition to the amount of the invoice, interest at the rate established by the Florida state comptroller pursuant to Section 55.03, Florida Statutes, on the unpaid balance from the expiration of such 40-day period(s) until such time as the warrant is mailed to Professional. These provisions apply only to undisputed amounts for which payment has been authorized. Invoices or pay requests returned to Professional due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice or pay request is provided to Owner. A vendor ombudsman has been established within Owner's Office of Business and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from Owner. The vendor ombudsman may be contacted at 305 348-6585.

ARTICLE 8. ACCOUNT RECORDS

8.1 Records relating to payment of Professional's personnel, consultants, and Reimbursable Expenses pertaining to projects included under this Agreement shall be kept on a generally recognized accounting basis and shall be available to Owner or its authorized representative at mutually convenient times.

ARTICLE 9. TERMINATION OF AGREEMENT

9.1 This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the other. Furthermore, this Agreement may be terminated by Owner for any reason or no reason in its sole discretion upon seven (7) days' prior written notice to Professional. In the event of termination not due to a default by Professional or its consultants hereunder, Professional shall be paid for services performed and accepted by Owner to the termination date, including reimbursements then due.

ARTICLE 10. CLAIMS AND DISPUTES

10.1 In case of any dispute, claim, question or disagreement arising from or relating to this Agreement or the breach thereof, the Parties shall first attempt resolution through mutual discussion. If the Parties are unable to resolve any such dispute, claim, question or disagreement through mutual discussion, then all such matters between the Parties shall be determined under the judiciary system of the State of Florida.

ARTICLE 11. INSURANCE REQUIREMENTS

11.1 For each project, Professional shall carry, at Professional's own cost and expense, the following insurance policies for the joint benefit of Professional and Owner, with an insurer reasonably acceptable to Owner:

11.1.1 **Commercial General Liability** insurance (occurrence form) including products/completed operations and contractual liability providing coverage in the minimum amount of \$1,000,000.00 per occurrence. The insurance certificate(s) shall indicate that the Commercial General Liability policy carries an endorsement (no more restrictive than CG 20 10) which names The Florida International University Board of Trustees, Florida International University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents, as additional insureds. Professional's policy(ies) shall be primary and any insurance carried by Owner shall be noncontributing with respect thereto; and

11.1.2 **Auto Liability** insurance covering their owned, non-owned and leased vehicles with a minimum combined single limit of \$1,000,000.00 each accident. The insurance certificate(s) shall indicate that the Auto Liability policy carries an endorsement which names The Florida International University Board of Trustees, Florida International University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents, as additional insureds. Professional's policy(ies) shall be primary and any insurance carried by Owner shall be noncontributing with respect thereto; and

11.1.3 **Workers' Compensation** insurance which complies with the requirements of Chapter 440, Florida Statutes; and

11.1.4 **Professional Liability** insurance (occurrence form) providing coverage in the amount of \$2,000,000.00 per occurrence, or if the insurance is written on a claims-made form, it shall continue for five (5) years following the completion of the performance or the attempted performance of the provisions of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement. If the coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date or coinciding with the Effective Date of this Agreement, Professional must purchase Full Extended Reporting ("Tail") coverage or Extended Reporting ("Tail") coverage for a minimum of five (5) years following the completion of the performance or the attempted performance of the provisions of this Agreement.

11.2 Requirements pertaining to all Insurance required under this Article:

11.2.1 All insurance under this Article must be issued by an insurance company authorized to do business in the State of Florida and have an AM Best rating of A-, VII or higher. The insurance certificate(s) shall provide that any such insurance policy(ies) shall not be canceled, terminated, non-renewed, or materially changed without thirty (30) days' prior written notice to Owner. In addition, Professional shall require all consultants on each project team to carry professional liability coverage in the same amount as Professional is required to carry. Professional shall provide Owner with insurance certificate(s) for these consultants with the same provisions required of Professional's insurance certificate(s) at the same time it provides its certificate(s) of insurance to Owner. In addition, Professional shall notify Owner, in writing, of any reduction in the aggregate coverage provided by Professional's insurance within thirty (30) days after each such revision in coverage. In the event Professional or its consultants fail to maintain the insurance required hereby, Owner may, at its discretion, pay any premium necessary to maintain the coverage required hereby and deduct such premium costs from Professional's fees due under this Agreement.

11.2.2 Professional must provide Owner with a certificate(s) of insurance(s) reflecting all of the insurance coverages satisfying the above requirements not later than ten (10) days after the Effective Date of this Agreement and prior to commencement of any operations or activities hereunder.

11.2.3 The absence of a demand for any type of insurance certificates or policy or insurance condition, or for higher coverage limits shall not be construed as a waiver of Professional's obligations to carry and maintain the appropriate types of insurances at limits that are appropriate to the liability exposure

associated with this Agreement. Owner does not represent that coverage and the limits specified herein will necessarily be adequate to cover Professional's liability.

11.2.4 This Article shall survive expiration of this Agreement.

ARTICLE 12. MISCELLANEOUS PROVISIONS

12.1 This Agreement shall be governed by the laws of the State of Florida without regard to its choice of law provisions, and venue for any actions arising in connection with this Agreement shall be in the courts of Miami-Dade County, Florida.

12.2 Owner and Professional, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, permitted assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Professional shall assign this Agreement without the written consent of the other.

12.3 This Agreement represents the entire and integrated agreement between Owner and Professional and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Professional.

12.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or Professional. Notwithstanding the foregoing, Owner shall be an intended third party beneficiary of Professional's contracts with its consultants, if any.

12.5 Professional represents and warrants that Professional has not employed or retained any company or person (other than a bona fide employee working solely for Professional) to solicit or secure this Agreement, and that Professional has not paid or agreed to pay any person, company, corporation, individual or firm (other than a bona fide employee working solely for Professional) any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

12.6 By execution of this Agreement and in compliance with any applicable provisions of the Florida Statutes, Professional certifies that all factual unit costs supporting the fees specified in this Agreement are accurate, complete and current at the time of negotiations, and that any other factual unit costs that may be furnished Owner in the future to support any additional fees that may be authorized will also be accurate and complete. The fees specified in this Agreement and any additional fees that may be authorized in the future shall be adjusted to exclude any significant sums which Owner determines the fee was increased due to inaccurate, incomplete, or non-current factual unit costs.

12.7 Professional agrees to comply with all applicable public records laws, including those specifically set forth under Florida Statutes, Section 119.0701(2)(b) to the extent applicable. IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 348-1377, BY EMAIL AT recordsmanagement@fiu.edu OR BY MAIL AT 11200 SW 8TH STREET, GL 460, MIAMI, FLORIDA 33199. This Agreement may be unilaterally canceled by Owner for refusal by Professional to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 of the Florida Statutes and made or received by Professional in conjunction herewith. Furthermore, at Owner's request, Professional shall make available to Owner any and all documents, papers, letters, or other material made or received by Professional pertaining to this Agreement, whether or not such documents are subject to the provisions of Chapter 119 of the Florida Statutes.

12.8 Owner's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

12.9 As required by Section 287.133, Florida Statutes, Professional warrants that it is not on the convicted vendor list for a public entity crime committed within the past 36 months. Professional further warrants that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant in excess of the threshold amount stated in Florida Statutes 287.017 (Category Two) in connection with a project for a period of 36 months from the date of their being placed on the convicted vendor list. Professional also warrants that neither it nor its principals, officers, directors, or members, as applicable, have been convicted of or charged with a felony or any crimes relating to fraud, bribery, or abuse of public competitive processes or other abuses of process.

12.10 In no event shall Owner be liable to Professional for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. Owner shall not assume any liability for the acts, omissions, or negligence of Professional, its agents, servants, employees, or subconsultants. In all instances, Professional shall be responsible for any injury or property damage resulting from any activities conducted by Professional.

12.11 To the maximum extent permitted by law, Professional shall indemnify and hold Owner (i.e., The Florida International University Board of Trustees), Florida International University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents (hereinafter referred to as "Indemnitees") harmless from and against any and all charges, complaints, actions, suits, proceedings, hearings, investigations, delays, claims, demands, judgments, awards, orders, decrees, stipulations, injunctions, damages, dues, penalties, fines, expenses, amounts paid in settlement, liabilities (whether known or unknown, whether absolute or contingent, whether liquidated or unliquidated, and whether due or to become due), obligations, taxes, liens, losses, fees and costs, including all attorneys' fees and all court and arbitration costs (at any level or of any type) (collectively, "Adverse Consequences") in connection with Professional's performance of this Agreement to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Professional or anyone for whose acts or omissions Professional may be liable in the performance of this Agreement. The provisions of this Paragraph shall be in addition to, and shall not be construed to negate, abridge, or reduce other rights or obligations of, any other indemnification right that may be available to Indemnitees under this Agreement or applicable laws. Professional's indemnification obligations under this Agreement, including those specified in this Paragraph, shall be deemed part of the Project specifications and to fully comply with Section 725.06 or 725.08, Florida Statutes, as applicable, including any amendments thereto, in all respects. If any word, clause or provision of any of the indemnification provisions of this Agreement is determined not to be in compliance with Section 725.06 or 725.08, Florida Statutes, as applicable, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that Professional's indemnification obligations comply fully with Section 725.06 and 725.08, Florida Statutes, as applicable, including any amendments, in all respects. The terms of this Paragraph shall survive the expiration or termination of this Agreement and the completion of all services.

12.12 The Parties acknowledge and agree that all exhibits, if any, referenced in this Agreement are attached hereto and incorporated herein by reference.

12.13 If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

12.14 No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

12.15 Neither party shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, acts of regulatory or governmental agencies, or other causes beyond the impacted party's reasonable control not anticipated and provided for in this Agreement. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized. The impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Notwithstanding the foregoing, the parties expressly agree that all Owner termination rights under this Agreement remain in full force and effect, can be exercised by Owner at any time in accordance with the terms of this Agreement and are not vitiated by the terms of this Section.

12.16 Whenever this Agreement requires or permits any notice by one party to the other, such notice shall be written and sent to the addresses set forth in the first paragraph of this Agreement by any of the following means: (a) commercial overnight or next business day guaranteed courier service, (b) certified United States Mail, return receipt requested, or (c) via email transmission with confirmed receipt. Notice shall be deemed given upon receipt or refusal of delivery of said notice. A notice given by an attorney representing the party to this Agreement shall be deemed to be given by such party.

12.17 The "Effective Date" of this Agreement is the latest date this Agreement is fully executed by the Parties.

12.18 **Waiver of Jury Trial.** To the extent permitted by applicable law, the Parties expressly covenant and agree to waive the right to trial by jury in connection with any litigation or judicial proceeding related to or concerning, directly or indirectly, this Agreement, or the conduct, omission, action, obligation, duty, right benefit, privilege or liability of a party. This waiver of right to trial by jury is separately given and is knowingly, intentionally and voluntarily made by the Parties, and both acknowledge that separate and good and valuable consideration has been provided by each for this waiver. The Parties have had an opportunity to seek legal counsel concerning this waiver. This waiver is intended to and does encompass each instance and each issue as to which the right to a jury trial would otherwise accrue. The Parties further certify and represent to each other that no employee, representative or agent of Professional or Owner (including their respective counsel) has represented, expressly or otherwise, to Professional or Owner or to any agent or representative of Professional or Owner (including their respective counsel) that they will not seek to enforce this waiver of right to jury trial. This waiver shall apply to this Agreement and any future amendments, supplements or modifications hereto.

12.19 **E-Verify.** Pursuant to §448.095, Fla. Stat., Professional certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Professional during the term of this Agreement. If Professional enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Professional shall likewise require the subcontractor to comply with the requirements of §448.095, Fla. Stat., and the subcontractor shall provide to Professional an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Professional shall maintain a copy of such affidavit for the duration of its contract with Owner. This section serves as notice to Professional regarding the requirements of §448.095, Fla. Stat., and Owner's obligation to terminate the Agreement if it has a good faith belief that Professional has knowingly violated §448.095, Fla. Stat. If terminated for such reason, Professional will not be eligible for award of a public contract for at least one year after the date of such termination. Further, Owner has an obligation to order the immediate termination of any contract between Professional and a subcontractor performing work on its behalf should Owner develop a good faith belief that the subcontractor has knowingly violated §448.095, Fla. Stat. Owner reserves the right to request documentation from Professional evidencing its compliance with §448.095, Fla. Stat. at any time during the term of this Agreement.

12.20. Professional, its employees and subcontractors and subconsultants shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the services, and fully liable

for the acts and omissions of its employees, subconsultants and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between Owner and Professional, and no such relationship shall be implied from performance of this Agreement.

12.21 Owner's limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of Owner beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of Owner's sovereign immunity under Section 768.28, Florida Statutes.

12.22 Professional must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have affixed their signatures, effective on the date(s) set forth below.

CODE REVIEW AND INSPECTION COMPANY:

By: _____
Print Name: _____
Title: _____
Date: _____

OWNER:

**The Florida International University
Board of Trustees**

By: _____
Print Name: Jeanette M. Nuñez
Title: Interim President
Date: _____

APPROVED AS TO FORM AND LEGALITY

By: _____

Date: _____