AGREEMENT BETWEEN OWNER AND BSE

Accelerated Building Reoccupancy Program to Perform Pre-earthquake/Disaster Planning,   
Post-earthquake Safety Evaluations, and Annual Program Update Services

January \_\_\_\_\_ through December \_\_\_\_\_\_\_\_

This is an agreement between \_\_\_\_\_\_\_\_\_\_\_, “Owner” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, “Consultant” to enter an agreement to perform post-earthquake building safety evaluation services in the event of a significant earthquake affecting the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ area. There are several tasks that are required to establish a plan to properly respond in the event of an earthquake (or other disaster if needed).

Pre-earthquake Services

1. Attend a kick-off meeting to discuss the program setup, clarify our role in preparing for and responding to an earthquake emergency affecting the Owner’s facilities, establish response triggers, and arrange points of contact. Discuss the format of the final deliverables that will be prepared and provided to Owner for use immediately after an event.
2. [for use with campuses with multiple buildings] A list of the buildings has been established to be evaluated as Priority A and are included in this program. The list of Priority A buildings is included below. *Please note that the buildings in Priority A will be given top priority in the post-earthquake triage process. Our evaluators will placard all other buildings as needed, but they will be a lower priority and will therefore likely be posted by evaluators dispatched by the AHJ.*

The Owner agrees that Priority A Buildings will be included in the ABR program of the AHJ as follows:

|  |  |
| --- | --- |
| Priority A Buildings | |
| 1 | XXXX |
| 2 | XXXXX |
| 3 | XXXXX |
| 4 | XXXXXX |
| 5 | XXXXX |
| 6 | XXXXX |
| 7 | XXXXXX |
| 8 | XXXXX |

1. **Documentation Collection:** The Consultant will collect and review available structural drawings to determine structural systems of the buildings. The information will be tabulated as it is collected.
2. **On-site Survey:** The Consultant will conduct an on-site survey of the buildings to review accuracy of the drawings and to take notes and photos where drawings are inadequate or not available.
3. **Building Information File Preparation:** For each of the designated buildings, a Building Information File will be prepared by the Consultant and kept on file with the Owner and with the Consultant to serve as instructions and information for Building Safety Evaluators to reference after an event. These files will include contact information of both the Owner and the Consultant’s key staff for access and for the building evaluation, key plans of the building showing egress and key areas for our evaluation, and other important information for an efficient building evaluation after our arrival.
4. **Preparation of Post-earthquake Evaluation Plans:** A post-event evaluation plan will be prepared between the Owner and Consultant, and it will include contacts, communications procedures, authorizations for access, triage procedures, and other details.
5. **ABR Program Application to AHJ:** The Consultant will complete the ABR program application for the Owner to submit to the AHJ for review and acceptance of each building into the program.

Post-earthquake Services

1. **Response Commitment:** With this agreement, the Consultant commits to provide pre-trained and pre-designated staff individuals to respond to the Owner as the first priority in the event of a declared emergency as a result of an earthquake or other natural disaster. The Owner agrees to pay the Consultant an annual retainer for this commitment and for future update services as described. The retainer amount will be reviewed annually and adjusted as agreed between the parties if necessary.
2. **Post-disaster Evaluations:** As will be described in the program and the Building Information Files, the Consultant’s primary and alternate Building Safety Evaluators will be identified for each of the buildings. In the event of an earthquake, the evaluators will perform the following tasks:

* Arrive at the facility and begin evaluations within 8 hours of daylight after the event.
* Coordinate evaluations with the Owner, if possible. The Evaluator will make all best efforts to notify the Owner, in the event communication is not possible, will proceed with the evaluation of the buildings. Consultant will wait for the Owner’s clearance before entering any facilities that are not previously included in the program.
* Contact the Owner and/or the AHJ Official immediately if any building or area (including sidewalk, street, or parking area) presents a public safety hazard or if an emergency demolition or shoring permit is needed.
* Perform an ATC-20 Post-Earthquake Detailed Evaluation Safety Assessment of all included buildings.
* Post the buildings with ATC-20 placards as appropriate. The placards will be placed at the main entry of the building or at all entrances of multi-entrance buildings.
* Facilitate repairs/temporary measures as required.
* Communicate with the AHJ Official as required.
* Stay in constant communication with the Owner’s Emergency Operations Center as needed.
* Make recommendations for any repair/temporary measures and remain present as required for observations of those measures.
* If required by the Owner or by the AHJ, perform and submit an ATC-20 Post-Earthquake Detailed Evaluation Safety Assessment report of all buildings within 72 hours of a declared emergency.

Annual Program Update

1. On an annual basis, the Owner or their representatives will annually report changes to the buildings, and/or changes in building owner personnel or Building Safety Evaluators, and complete any City-required or Owner requested training. As part of the Consultant’s commitment to the Owner, the Consultant will work with the Owner throughout the year to record modifications to structures, personnel, etc., and make necessary revisions to the files, and update any reports.

*If there are any structural modifications or any other significant modifications to any of the buildings included in the program that affect seismic performance, the Consultant may request additional fees to evaluate those changes and modify the dossiers as required.*

Compensation

* **Pre-earthquake Evaluations:** Compensation is based on the list of Priority A buildings. The Consultant will complete the evaluations and prepare Building Information Files for each building. For this first group of buildings, the Consultant will be paid **$X** for Pre-earthquake Evaluations of the designated Priority A buildings as directed.
* **Post-earthquake Evaluations:** The Consultantwill perform the outlined tasks above on an **hourly** basis (see attached hourly rates). The Consultant hourly rate schedule will be submitted with the invoice for the annual retainer.
* **Annual Retainer (includes Annual Program Update):** **$X**to be paid each calendar year. The Consultant will provide an invoice upon authorization of this agreement and on the subsequent anniversary of that authorization.
* **Reimbursables:** This program requires a significant amount of copying and hardcopy files to be available for use post-event. The Owner should provide an allowance of $X for initial printing costs for the set-up phase, and $X per year afterwards.

General Conditions and Terms

We propose to provide these services in accordance with our *Structural Engineering Services - General Conditions and Compensation*, a copy of which is attached.

**Exemptions:** Although the evaluators will make every effort to arrive within eight hours of daylight, there may be circumstances when no one can access the building site. It is feasible that either all access is blocked, or conditions are such that entering the site puts the inspector in grave danger. The inspector will determine if conditions are acceptable.

The Building Safety Evaluators do not perform fire/life-safety system or elevator inspections but will work with other client-designated inspectors to coordinate inspections of those systems whenever possible.

Accepted

Building Owner: Consultant:

Signature:

By:

Date:

Attachments