

OWNER-CONTRACTOR AGREEMENT TO USE PRIVATE PROVIDER*

It is mutually accepted as fact by Owner & Contractor that the AHJ (authority having jurisdiction aka building department) is unlikely to be able to respond to our mutual need for timely issuance of a permit and on-time inspections for our project. It is therefore mutually agreed to hire Allen Gezelman, PE as a private provider (per Florida Statute 553.791). This agreement pertains to a single project:

Owner name (printed) _____

Contractor name (printed) _____

Property/project
identification _____

Allen Gezelman PE is a Florida-wide, private provider - his Miami Dade BCCO registration may be seen at:

<http://www.miamidade.gov/buildingcode/library/altplans/Private%20Providers0701plus.pdf>

Those wishing to review Allen Gezelman PE credentials may see his Curriculum Vitae at:

<http://www.cadvice.us/AG/Curriculum-Vitae.pdf>

Allen Gezelman PE insurance meets the requirements of F.S. 553.791 – certificate may be reviewed at:

<http://www.cadvice.us/AG/M-D-Insurance-Certificace.pdf>

Individual building departments and/or others needing to become a certificate holder should send an E-mail to bolson1@tampabay.rr.com . This request should include: Attn: to whom, name of certificate holder entity, mail address, phone and fax numbers.

Allen Gezelman PE is becoming involved in this project at mutual request of Owner & Contractor. Owner & Contractor agree that Allen Gezelman PE is, in all circumstances, to be treated as an innocent, neutral, third-party, construction expert. Owner & Contractor agree to hold Allen Gezelman PE harmless in the event of any legal dispute about this project.

Allen Gezelman PE will be paid all his expenses plus his fee at the rate of \$_____ per hour while engaged in plan review, inspections, expert witness or other time reasonably attributable to this job. Full payment shall be made to Allen Gezelman before permit application submission to AHJ of the total estimated fee and expenses. If Allen Gezelman PE should determine that additional charges are needed –due to discovery of hidden conditions, AHJ requirement or other reasonable circumstance, Allen Gezelman PE will submit his request to Owner & Contractor, who may pay the charges or submit the matter for outside binding arbitration by person or agency agreed to by all parties. Failing this, Allen Gezelman PE has the right to withdraw from the project. In such circumstance, owner and contractor jointly and severally waive any right of recovery or any and all legal recourse against Allen Gezelman PE.

Estimated total for expenses and fee on this job is _____. Full payment to be made to Allen Gezelman PE before permit application submission to AHJ.

Owner signature _____ date _____

Contractor signature _____ date _____

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