



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

<b>MEETING DATE</b>	Aug 16 2016 10:15AM - Regular School Board Meeting
<b>AGENDA ITEM</b>	OPEN ITEMS
<b>CATEGORY</b>	EE. OFFICE OF STRATEGY & OPERATIONS
<b>DEPARTMENT</b>	Procurement & Warehousing Services

<b>Special Order Request</b>
<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>Time</b>
<b>Open Agenda</b>
<input checked="" type="radio"/> Yes <input type="radio"/> No

**ITEM No.:**  
EE-7.

**TITLE:**  
Recommendation of \$500,000 or Greater - 16-128F - Miscellaneous Asbestos and Mold Abatement

**REQUESTED ACTION:**  
Approve the recommendation to award the above Invitation to Bid. Contract Term: August 16, 2016, through August 31, 2019, 3 Years; User Department: Environmental Health and Safety; Amount Awarded: \$1,800,000; Awarded Vendor(s): Decon Environmental & Engineering, Inc., Prism Response, Inc., and Simpson Environmental Services, Inc.; Minority/Women Business Enterprise Vendor(s): Decon Environmental & Engineering, Inc.

**SUMMARY EXPLANATION AND BACKGROUND:**  
The School Board of Broward County, Florida, received three (3) proposals in response to ITB 16-128F - Miscellaneous Asbestos and Mold Abatement. The miscellaneous asbestos, lead, and mold abatement contract is to provide asbestos, lead, and mold removal and control services where needed. A copy of the bid is available online at: [http://www.broward.k12.fl.us/supply/agenda/16-128F\\_Miscellaneous\\_Asbestos\\_and\\_Mold\\_Abatement.pdf](http://www.broward.k12.fl.us/supply/agenda/16-128F_Miscellaneous_Asbestos_and_Mold_Abatement.pdf) These Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**  
 Goal 1: High Quality Instruction   
  Goal 2: Continuous Improvement   
  Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
The estimated financial impact to the District will be \$1,800,000. The funding sources will come from Capital Budget and identified in the Adopted District Educational Facilities Plan, Fiscal Years 2016-2017 to 2018-2019. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

**EXHIBITS: (List)**  
(1) Executive Summary (2) Agreements-3 (3) Recommendation Tabulation (4) Financial Analysis Worksheet (5) Supplier Evaluation-3

**BOARD ACTION:**  
**APPROVED**  
(For Official School Board Records Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Roger P. Riddlemoser	Phone: 754-321-4200
Name: Mary C. Coker	Phone: 754-321-0505

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Approved In Open Board Meeting On

**AUG 16 2016**

Signature  
*Maurice Woods*  
8/9/2016, 2:07:09 PM

*Rosalind Ornelas*  
School Board Chair

## EXECUTIVE SUMMARY

### **Recommendation of \$500,000 or Greater 16-128F – Miscellaneous Asbestos and Mold Abatement**

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The purpose of Invitation to Bid (ITB) 16-128F – Miscellaneous Asbestos and Mold Abatement is to support the Environmental Health and Safety (EH&S) department with asbestos, lead, and mold control programs for the District during emergencies, demolition, renovation, and repair projects. This Bid ran from April 14, 2016, through May 11, 2016, and three (3) proposals were received. Recommendation was made for one (1) primary vendor and two (2) secondary vendors.

The previous ITB 14-084F, was approved via post approval on December 2, 2013, with a spending authority of \$400,000. Later, on November 12, 2014, an additional spending authority of \$400,000 was approved and an agreement extended for one (1) year.

The District's Safety, Music & Art, Athletics, Renovation and Technology program has a significant number of school projects related to the demolition, renovation, and repairs for older schools in the eastern region of the county. Asbestos and mold abatement projects will be required in most of these schools before construction can proceed.

The EH&S asbestos, lead, and mold control programs include essential elements and requirements to minimize/prevent exposure to the District including but not limited to:

- Inspect and identify hazards
- Evaluate degree of risk from hazards
- Control hazards by management in place of safe removal/abatement/remediation

The EH&S control programs also include other separate hazardous material contracts:

- Miscellaneous environmental consulting services contract will provide the District services related to asbestos consulting for Environmental Protection Agency and Asbestos Hazard Emergency Response Act compliance; lead based paint testing, and risk assessment; mold consulting services; and addition industrial hygiene services. Request for Proposal 16-158C Miscellaneous Environmental Consulting Services will be brought to the School Board for approval in October 2016.
- Asbestos and Miscellaneous Environmental Sample Analysis is a term contract that provides the District with services to perform asbestos, lead, polychlorinated biphenyl, and bio-aerosol sample analysis. The current bid 2014-36-FC expires on January 21, 2017.

Three (3) vendors submitted proposals. Based on the anticipated workload, a recommendation for award is being made to all three (3) vendors. One (1) awardee is a Minority/Women Business Enterprise vendor; Decon Environmental & Engineering, Inc.

**00520**  
**Agreement Form**

**THIS AGREEMENT** made and entered into this 10<sup>th</sup> day of August by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(Hereinafter referred to as "**Owner**" and

**Decon Environmental & Engineering, Inc.**

(Hereinafter referred to as "**Contractor**").

**WHEREAS**, Owner is the owner of certain real property located in Broward County and Owner desires to have:

Miscellaneous Asbestos & Mold Abatement  
ITB 16-128F

At  
Various Locations

Constructed pursuant to drawings, specifications and other design documents prepared by

AirQuest Environmental, Inc.

(Hereinafter referred to as "**Project Consultant**").

**WHEREAS**, the Contractor is desirous of performing the Work in accordance with the Contract Documents and all applicable laws, codes and ordinances.

**NOW THEREFORE**, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to Contractor, the parties agree as follows:

**ARTICLE 1. ENTIRE AGREEMENT**

- 1.01 This Construction Contract, along with the Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract embodies the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.
- 1.02 The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
- 1.03 NO CHANGES, AMENDMENTS OR MODIFICATIONS OF ANY OF THE TERMS OR CONDITIONS OF THE CONTRACT SHALL BE VALID UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

**ARTICLE 2. ENUMERATION OF THE CONTRACT DOCUMENTS.**

2.01 The Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Drawings, Specifications, and all Addenda and modifications issued after execution of the Contract thereto together form the Contract, and they are fully a part of the Contract as if written herein word for word. The following is an enumeration of the Drawings and Project Manual for this Project:

2.02 The Drawings:  
**Not Applicable**

2.03 The Project Manual:

Document Number	Document Title	Number of Pages
00001	Project Title Page	1
00002	Project Director	1
00007	Davis Bacon Act Notice	1
00008	Prequalification of Contractors Notice	1
00009	Background Screening of Contractual Personnel	1
00010	Table of Contents	4
00101	Advertisement for Bids	2
00200	Instructions to Bidders	20
00215	Application for Bidding Documents	2
00220	Bidder's Request for Information	1
00225	Bidder's Substitution Request	2
00300	Information Available to Bidders	3
00410	Bid Form	7
00420	Bid Security Form	2
00435	Schedule of Values	11
00450	W-9 Request for Taxpayer Identification Number and Certification	4
00455	Background Screening of Contractual Personnel	4
00457	Drug-Free Workplace Certification	2
00470	Letter of Intent: M/WBE Subcontractors Participating	1
00475	Summary: M/WBE Subcontractors Participating	1
00480	Unavailability Certification: M/WBE Subcontractors Participation	1
00485	Monthly M/WBE Subcontractor Utilization Report	3
00505	Notice of Intent	2
00510	Notice of Award	14
00520	Agreement Form	2
00545	Notice: Be Ready to Proceed	2
00550	Notice to Proceed – Permitting	2
00550	Notice to Proceed - Construction	3
00600	Performance Bond Form	2
00610	Payment Bond Form	2
00630	Performance Bond Rider	2
00635	Payment Bond Rider	2
00640	General Release and Full Release of Lien	2
00700	General Conditions of the Contract	50
00800	Supplementary Conditions of the Contract	3

	<b>Division 1 - General Requirement</b>	
01110	Summary of Work	12
01290	Payment Procedures	2
01290a	Application for Payment	2
01310	Project Management and Coordination	4
01310a	Contractor's Request for Information	1
01310b	Transmittal	1
01320	Construction Progress Documentation	12
01320a	Weekly Progress Report	1
01320b	Periodic Observation Report	1
01320c	Non-Conforming Work Notice	1
01321	Construction Schedule Critical Path Method (CPM)	8
01330	Submittal Procedures	9
01330a	Submittal Form	1
01340	Shop Drawings, Product Data, and Samples	4
01350	Special Procedures	4
01400	Testing Laboratory Services	4
01410	Regulatory Requirements	5
01420	Definitions & Standards	9
01430	Quality Assurance	5
01450	Quality Control	7
01510	Temporary Utilities	6
01520	Construction Facilities	5
01530	Temporary Construction	5
01540	Construction Aids	2
01550	Vehicular Access and Parking	4
01560	Temporary Barriers and Enclosures	7
01561	Worker Protection	3
01562	Respiratory Protection	4
01564	Negative Pressure Filtration System	3
01572	Waste Management	1
01700	Contract Closeout	2
01770	Closeout Procedures	7
01770a	Contractor's Request for Substantial Completion Inspection	1
01770b	Project Consultant's Notification of Readiness for Substantial Completion Inspection	1
01770c	SF 727: Substantial Completion Inspection	1
01770d	SF 728:	1
01770e	Project Consultant's Letter Establishing Substantial completion Date	1
01770f	Contractor's Request for Final Completion	1
01770g	Consultant's Notification of Readiness	1
01770h	Project Consultant's Letter Establishing Final Completion Date	1

**Division 2 – Site Work**

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02080	Mold Abatement
02081	Asbestos Abatement, Major (Conventional)
02083	Asbestos Abatement, Minor (Limited Quantities & Roofing)
02085	Asbestos Abatement, Small Scale Short Duration

**ARTICLE 3. CONTRACT SUM**

3.01 The List of Unit Rates, as agreed upon, is found in Attachment Number 1, and is herewith incorporated into this Agreement.

**ARTICLE 4. TIME FOR CONTRACTOR'S PERFORMANCE.**

4.01 Upon execution of the contract by both the successful Bidder and the Owner, submittal of the required performance and payment bonds, certificates of insurance, and receipt and approval of the required post-bid information, the Owner will issue **Document 00550, Notice to Proceed** which will stipulate the commencement date for the Work.

4.02 The Contractor shall commence the performance of the Work on the date stipulated on Document 00550, Notice to Proceed, and shall diligently continue its performance to and until final completion of the Project.

**4.03 Required date(s) of Substantial Completion**

4.03.01 The Contractor shall obtain Building Permit and all other required permits on or before:

**To be Determined on a Per Project basis - Consecutive calendar days from the commencement date stipulated on Document 00550, Notice to Proceed, Permitting.**

4.03.02 The Contractor shall accomplish Substantial Completion of the Work on or before:

**To be Determined on a Per Project basis - Consecutive calendar days from the commencement date stipulated on Document 00550, Notice to Proceed, Construction.**

4.03.03 In the event the Work involves more than one phase, and then the commencement and Substantial Completion dates for each phase are as follows:

<b>Phase</b>	<b>Commencement Date:</b>	<b>Required Substantial Completion Date</b>
	To Be Determined on a Per Project Basis	

**4.04 Liquidated Damages for Substantial Completion:**

4.04.01 The Contractor shall pay the Owner the sum of:

Five Hundred Dollars \$ 500.00

Per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion.

4.04.02 In the event more than one phase is involved, then the liquidated damages due for each phase shall be as follows:

Phase 1	<u>Five Hundred Dollars \$ 500.00</u>
Phase 2	<u>Five Hundred Dollars \$ 500.00</u>
Phase 3	<u>Five Hundred Dollars \$ 500.00</u>

4.04.03 Owner and Contractor acknowledge that any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs, likely to be sustained by the Owner, estimated at the time of executing this Contract. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in its discretion the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

4.04.04 Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.

4.04.05 Substantial Completion, in the context of this Contract, does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the Project or Work.

**ARTICLE 5. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.**

**5.01 Substantial Completion:**

5.01.01 When the Contractor believes that Substantial Completion has been achieved, the Contractor shall notify the Project Consultant in writing and shall provide to the Project Consultant a listing of those matters yet to be finished. The Project Consultant will determine whether the Work (or portion thereof) is appropriately ready for a Substantial Completion Inspection.

5.01.02 If the Work is determined to be ready for a Substantial Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, substantially complete and establish a list of items necessary for the Contractor to correct or finish. When Substantial Completion has been granted as evidenced by the Substantial Completion Inspection, the Project Consultant will issue a letter formally establishing the Substantial Completion Date for the Work or portion thereof.

5.01.03 Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to the Contract Price, less any amounts attributable to liquidated damages, together with two hundred percent (200%) of the reasonable costs (as determined by the Owner at its sole discretion), for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming Work and handling any outstanding or threatened claims or any other matters which could cause the Owner damage, cost, expense or delay.

5.02 **Final Completion:**

5.02.01 When the Contractor believes that the Work or portion thereof, is finally complete and is ready for a final inspection, the Contractor shall notify the Project Consultant, in writing. The Project Consultant will then determine whether the Work (or portion thereof) is appropriately ready for a Final Completion Inspection.

5.02.02 If the Work is determined to be ready for a Final Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, finally complete. When Final Completion has been granted as evidenced by the Final Completion Inspection, the Project Consultant will issue a letter formally establishing the Final Completion Date for the Work or portion thereof.

5.02.03 When the Project Consultant and Owner confirms that the Project is complete in full accordance with the Contract Documents and has passed all required inspections, including but not limited to those required by the State Department of Education, and/or from any and all governmental bodies, boards, entities, etc., and that the Contractor has performed all of its obligations to the Owner, the Project Consultant will provide a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to Contract Documents.

5.03 **Liquidated Damages for Final Completion:**

5.03.01 If the Contractor fails to achieve final completion within 30 consecutive calendar days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of:

Three Hundred Dollars \$ 300.00

per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth for final completion of the Work.



5.03.02 In the event the Project involves more than one phase; the final completion date and liquidated damages amount for each phase shall be as follows:

Phase 1	<u>Three Hundred Dollars</u>	<u>\$ 300.00</u>
Phase 2	<u>Three Hundred Dollars</u>	<u>\$ 300.00</u>
Phase 3	<u>Three Hundred Dollars</u>	<u>\$ 300.00</u>

5.03.03 Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.

5.04 Prior to being entitled to receive final payment and as a condition precedent thereto, the Contractor shall provide the Owner, in the form and manner required by Owner, if any, with a copy to the Project Consultant: of the following:

5.04.01 An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;

5.04.02 Such other documents as required by the Owner from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the Owner;

5.04.03 All product warranties, operating manuals, instruction manuals and other things or documents customarily required of the Contractor, or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures;

5.04.04 The Owner shall, subject to its rights set forth in the Contract Documents, make final payment of all sums due the Contractor within thirty (30) days of the final Approval for Payment.

5.04.05 The Owner and Project Consultant may acknowledge satisfactory completion and accept the Work notwithstanding the existence of certain items of Work which are incomplete. As set forth in Article 5.03.03 of Article 5 hereof, the Owner may, but is not obligated to guarantee completion of incomplete items of Work by escrowing funds equal to two hundred (200%) percent of the estimated cost of the incomplete Work and shall establish a reasonable date by which all incomplete Work must finally be complete.

## **ARTICLE 6. TIME AND DELAYS.**

6.01 All time in the Contract Documents is calculated on a consecutive calendar day basis.

- 6.02 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.
- 6.03 Contractor agrees to commence the Work when directed by Owner and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the Owner shall not be delayed by any act or omission of Contractor in completion of the Project within the time specified above.
- 6.04 Contractor shall make payments promptly to its vendors, subcontractors, suppliers and for labor, material and equipment used by it in the performance of its work.
- 6.05 The Contractor shall not be entitled to any claim for damages or an extension of Time on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the Owner, such act, hindrance, or delay may only entitle the Contractor to receive an extension of time as its sole and exclusive remedy.
- 6.05.01 Adverse weather such as rain is not to be considered to be an Act of God unless it exceeds the ten (10) year average as published by the National Weather Service (or equivalent organization acceptable to the Owner at its sole discretion) for that time of year in Broward County.
- 6.05.02 An extension of time to complete the Work shall be determined by the Owner provided that the Contractor provides the Owner with notice in writing of the cause of said act, hindrance or delay within twenty (20) days after its occurrence.
- 6.05.03 In the event the request for extension is not made in writing within that twenty (20) day time period, Contractor acknowledges and agrees it has forever waived any and all rights to such an extension.
- 6.05.04 All extensions of time shall be authorized only by a written change order executed by the Owner and Project Consultant.
- 6.05.05 This "no damage for delay" clause will encompass any damages for delay or disruption even if the Contractor completes construction of the Work in a timely fashion in accordance with this Contract.
- 6.05.06 Damages as referenced in this "no damage for delay" shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.
- 6.05.07 By way of specific example but not limitation, damages as referenced within this clause includes loss of use, loss of profits, labor inefficiency, loss of bonding capacity, overhead and repair costs, costs of capital replacement, loss of wages, pain and suffering, loss of production costs to replace facilities, equipment and/or product loss, increased and/or extended home office overhead, increased general conditions, costs of mobilization and demobilization, decrease in value, and/or any other damage or loss.

6.05.08 The Contractor recognizes and specifically acknowledges the terms and conditions of the "no damage for delay" clause upon execution of this Contract.

**ARTICLE 7. CONTRACT BONDS**

- 7.01 The Contract shall become effective and in full force upon the execution of this agreement, concurrently with the delivery of a bond issued by a Surety Company acceptable to Owner in its sole discretion, such Surety being qualified and rated in accordance with Article 42.08 of Document 00700, General Conditions of the Contract, and approved by the United States Treasury Department and licensed to do business in the State of Florida.
- 7.02 This Agreement must be executed and signed by a resident agent having an office in Florida, representing such Surety Company, for one hundred per cent (100%) of the Contract price, said bond guaranteeing the performance of this Contract and as security for the payment of all persons performing labor and providing materials in connection with this Contract.
- 7.03 The form of Bonds required is included elsewhere in the Contract Documents. This is in addition to any bonds of subcontractors or others.
- 7.04 Insurance Provider and Surety: Refer to Document 00700 - General Conditions, Article 42.09 Contractor's Insurance.
- 7.04.01 Contractor and Surety shall have a continuing obligation to insure that all insurance or surety requirements are satisfied throughout the construction of the project and until all post completion obligations, including punch list and warranty requirements, are completed or expire.

**ARTICLE 8. NOTICES**

8.01 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the jobsite, with a copy via telecopy or facsimile to the addresses shown below, or by registered mail or overnight delivery/courier service (e.g., Federal Express) to that party at the addresses shown below:

<b>Party:</b>	<b>Address:</b>
Owner:	Superintendent of Schools The School Board of Broward County, Florida
	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attn: Robert Runcie
With Copies To:	Chief Facilities and Construction Officer Office of Facilities and Construction The School Board of Broward County, Florida
	600 SE 3 <sup>rd</sup> Avenue Ft. Lauderdale, FL 33301 Attn: Leo Bobadilla
	AND Coordinator I LEA Environmental Health and Safety The School Board of Broward County, Florida
	4200A NW 10 <sup>th</sup> Avenue Oakland Park, FL 33309

Contractor:	Decon Environmental & Engineering, Inc.	2652 NW 31 Avenue Ft. Lauderdale, FL 33311 Attn: Alon Levin, Vice President
Surety:	Westchester Fire Insurance Company	436 Walnut Street Philadelphia, PA 19106
Surety's Agent:	ACE Surety	4901 NW 17 <sup>th</sup> Way, Suite 304 Ft. Lauderdale, FL
Project Consultant:	AirQuest Environmental, Inc.	5150 SW Ridgewood Ave. Ft. Lauderdale.

8.02 These addresses may be changed by either of the parties by written notice to the other party.

### **ARTICLE 9. CONTRACTOR'S RESPONSIBILITIES**

9.01 The Contractor must comply with public records laws. Florida State Statute 119.0701 requires that the Contractor keep, maintain and provide public access to public records. The Contractor shall ensure that public records that are confidential and exempt from public records disclosure are not disclosed, except as authorized by law. The Contractor shall be responsible for retaining public records and transfer, at no cost to the public agency, all public records in their possession upon completion or termination of the contract. Electronically stored records must be provided in a format compatible with the information technology systems of the public agency. Failure to comply with these provisions will constitute a breach of contract and will have financial consequences.

### **ARTICLE 10. TERM OF AGREEMENT**

10.01 The term of this agreement shall be for one (1) year from the date of approval by the School Board, with a Contract Sum of \$400,000. The term of the agreement may, by mutual agreement between the School Board and Contractor, be renewed and extended for two (2) additional one (1) year periods, and the Contract Sum may be increased by \$100,000 per year. Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout the contract period and all renewals.

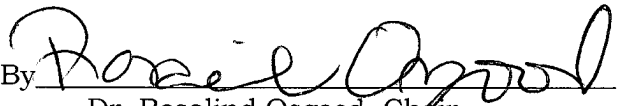
10.02 The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for one (1) year(s), and may, by mutual agreement between Owner and the Contractor, upon final Owner approval, be extended for two (2) additional one (1) year periods, **per the TERMS stipulated under section 9.01 above.** The Board, through its **Contract Department**, will, if considering extending, request a letter of intent to extend from each Contractor, prior to the end of the current contract period. The Contractor will be notified when the recommendation has been acted upon by the School Board for the term of the contract.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

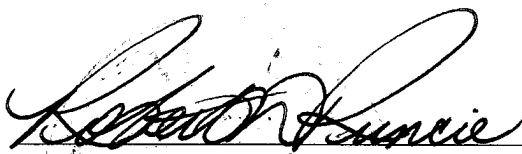
**FOR SBBC**

(Corporate Seal)

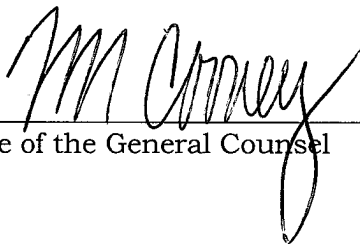
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Dr. Rosalind Osgood, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
Office of the General Counsel

ATTEST:

**CONTRACTOR NOTARIZATION**

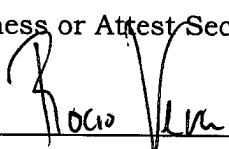
**FOR CONTRACTOR**

DECON ENVIRONMENTAL & ENGINEERING,  
INC.

(Corporate Seal)

By 

Witness or Attest Secretary (Contractor)

By: 

Rocio Vera, Project Coordinator  
Print Name and Title

STATE OF Florida

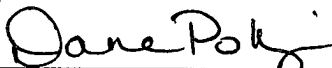
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 2 day of August, 2016  
by Dan Muller of Decon Environmental & Engineering Inc.  
and, Rocio Vera of Decon Environmental & Engineering Inc., on  
behalf of the Contractor.

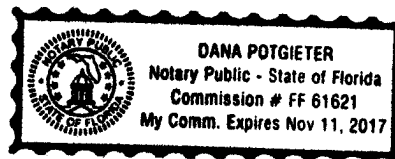
Dan Muller, and, Rocio Vera are personally known to  
me or produced \_\_\_\_\_ as identification and did/did not first take  
an oath.

My commission expires: 11/11/2017

(SEAL)



Signature - Notary Public



Dana Potgieter  
Printed Name of Notary

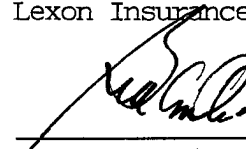
FF61621  
Notary's Commission No.

**SURETY ACKNOWLEDGMENT**

The Surety acknowledges that it has read the foregoing Construction Contract and has familiarized itself with the obligations of the Contractor and the Surety as stated therein, which obligations are agreed to by Surety and are incorporated, by reference to the Construction Contract, in the Payment and Performance Bonds.

**SURETY:** Lexon Insurance Company

Brown Bates  
Shayla Hernandez

**By:**   
**Its:** Burton Harris  
Attorney-In-Fact

**Date:** August 2, 2016

STATE OF Florida

COUNTY OF Miami-Dade

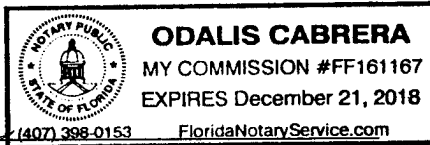
The foregoing instrument was acknowledged before me this 2nd day of August, 2016 by Burton Harris of Security Bond Associates, Inc., on behalf of the Surety.

He/she is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath.

My commission expires: December 21, 2018

(SEAL)





Signature - Notary Public

Odalis Cabrera  
Printed Name of Notary

FF161167  
Notary's Commission No.

**END OF DOCUMENT**

POWER OF ATTORNEY

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Burton Harris, Christine Harris, Marina Ramil, Odalis Cabrera its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two Million Five Hundred Thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.



LEXON INSURANCE COMPANY

BY [Signature]  
David E. Campbell  
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR  
Notary Public- State of Tennessee  
Davidson County  
My Commission Expires 07-08-19

BY [Signature]  
Amy Taylor  
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 2nd Day of August, 2016.



BY [Signature]  
Andrew Smith  
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."



**00520**  
**Agreement Form**

**THIS AGREEMENT** made and entered into this 16<sup>th</sup> day of August by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(Hereinafter referred to as "**Owner**" and  
**Prism Response, Inc.**

(Hereinafter referred to as "**Contractor**").

**WHEREAS**, Owner is the owner of certain real property located in Broward County and Owner desires to have:

Miscellaneous Asbestos & Mold Abatement  
ITB 16-128F

AL  
Various Locations

Constructed pursuant to drawings, specifications and other design documents prepared by

AirQuest Environmental, Inc.

(Hereinafter referred to as "**Project Consultant**").

**WHEREAS**, the Contractor is desirous of performing the Work in accordance with the Contract Documents and all applicable laws, codes and ordinances.

**NOW THEREFORE**, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to Contractor, the parties agree as follows:

**ARTICLE 1. ENTIRE AGREEMENT**

- 1.01 This Construction Contract, along with the Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract embodies the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.
- 1.02 The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
- 1.03 NO CHANGES, AMENDMENTS OR MODIFICATIONS OF ANY OF THE TERMS OR CONDITIONS OF THE CONTRACT SHALL BE VALID UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

**ARTICLE 2. ENUMERATION OF THE CONTRACT DOCUMENTS.**

2.01 The Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Drawings, Specifications, and all Addenda and modifications issued after execution of the Contract thereto together form the Contract, and they are fully a part of the Contract as if written herein word for word. The following is an enumeration of the Drawings and Project Manual for this Project:

2.02 The Drawings:  
***Not Applicable***

2.03 The Project Manual:

Document Number	Document Title	Number of Pages
00001	Project Title Page	1
00002	Project Director	1
00007	Davis Bacon Act Notice	1
00008	Prequalification of Contractors Notice	1
00009	Background Screening of Contractual Personnel	1
00010	Table of Contents	4
00101	Advertisement for Bids	2
00200	Instructions to Bidders	20
00215	Application for Bidding Documents	2
00220	Bidder's Request for Information	1
00225	Bidder's Substitution Request	2
00300	Information Available to Bidders	3
00410	Bid Form	7
00420	Bid Security Form	2
00435	Schedule of Values	11
00450	W-9 Request for Taxpayer Identification Number and Certification	4
00455	Background Screening of Contractual Personnel	4
00457	Drug-Free Workplace Certification	2
00470	Letter of Intent: M/WBE Subcontractors Participating	1
00475	Summary: M/WBE Subcontractors Participating	1
00480	Unavailability Certification: M/WBE Subcontractors Participation	1
00485	Monthly M/WBE Subcontractor Utilization Report	3
00505	Notice of Intent	2
00510	Notice of Award	14
00520	Agreement Form	2
00545	Notice: Be Ready to Proceed	2
00550	Notice to Proceed - Permitting	2
00550	Notice to Proceed - Construction	3
00600	Performance Bond Form	2
00610	Payment Bond Form	2
00630	Performance Bond Rider	2
00635	Payment Bond Rider	2
00640	General Release and Full Release of Lien	2
00700	General Conditions of the Contract	50
00800	Supplementary Conditions of the Contract	3
00910	Addenda	2

	<b>Division 1 - General Requirement</b>	
01110	Summary of Work	12
01290	Payment Procedures	2
01290a	Application for Payment	2
01310	Project Management and Coordination	4
01310a	Contractor's Request for Information	1
01310b	Transmittal	1
01320	Construction Progress Documentation	12
01320a	Weekly Progress Report	1
01320b	Periodic Observation Report	1
01320c	Non-Conforming Work Notice	1
01321	Construction Schedule Critical Path Method (CPM)	8
01330	Submittal Procedures	9
01330a	Submittal Form	1
01340	Shop Drawings, Product Data, and Samples	4
01350	Special Procedures	4
01400	Testing Laboratory Services	4
01410	Regulatory Requirements	5
01420	Definitions & Standards	9
01430	Quality Assurance	5
01450	Quality Control	7
01510	Temporary Utilities	6
01520	Construction Facilities	5
01530	Temporary Construction	5
01540	Construction Aids	2
01550	Vehicular Access and Parking	4
01560	Temporary Barriers and Enclosures	7
01561	Worker Protection	3
01562	Respiratory Protection	4
01564	Negative Pressure Filtration System	3
01572	Waste Management	1
01700	Contract Closeout	2
01770	Closeout Procedures	7
01770a	Contractor's Request for Substantial Completion Inspection	1
01770b	Project Consultant's Notification of Readiness for Substantial Completion Inspection	1
01770c	SF 727: Substantial Completion Inspection	1
01770d	SF 728:	1
01770e	Project Consultant's Letter Establishing Substantial completion Date	1
01770f	Contractor's Request for Final Complete	1
01770g	Consultant's Notification of Readiness	1
01770h	Project Consultant's Letter Establishing Final Completion Date	1

**Division 2 – Site Work**

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02080	Mold Abatement
02081	Asbestos Abatement, Major (Conventional)
02083	Asbestos Abatement, Minor (Limited Quantities & Roofing)
02085	Asbestos Abatement, Small Scale Short Duration

**ARTICLE 3. CONTRACT SUM**

3.01 The List of Unit Rates, as agreed upon, is found in Attachment Number 1, and is herewith incorporated into this Agreement.

**ARTICLE 4. TIME FOR CONTRACTOR'S PERFORMANCE.**

4.01 Upon execution of the contract by both the successful Bidder and the Owner, submittal of the required performance and payment bonds, certificates of insurance, and receipt and approval of the required post-bid information, the Owner will issue **Document 00550, Notice to Proceed** which will stipulate the commencement date for the Work.

4.02 The Contractor shall commence the performance of the Work on the date stipulated on Document 00550, Notice to Proceed, and shall diligently continue its performance to and until final completion of the Project.

**4.03 Required date(s) of Substantial Completion**

4.03.01 The Contractor shall obtain Building Permit and all other required permits on or before:

**To be Determined on a Per Project basis - Consecutive calendar days from the commencement date stipulated on Document 00550, Notice to Proceed, Permitting.**

4.03.02 The Contractor shall accomplish Substantial Completion of the Work on or before:

**To be Determined on a Per Project basis - Consecutive calendar days from the commencement date stipulated on Document 00550, Notice to Proceed, Construction.**

4.03.03 In the event the Work involves more than one phase, and then the commencement and Substantial Completion dates for each phase are as follows:

<b>Phase</b>	<b>Commencement Date:</b>	<b>Required Substantial Completion Date</b>
	To Be Determined on a Per Project Basis	

**4.04 Liquidated Damages for Substantial Completion:**

4.04.01 The Contractor shall pay the Owner the sum of:

Five Hundred Dollars \$ 500.00

Per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion.

4.04.02 In the event more than one phase is involved, then the liquidated damages due for each phase shall be as follows:

Phase 1	<u>Five Hundred Dollars \$ 500.00</u>
Phase 2	<u>Five Hundred Dollars \$ 500.00</u>
Phase 3	<u>Five Hundred Dollars \$ 500.00</u>

4.04.03 Owner and Contractor acknowledge that any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs, likely to be sustained by the Owner, estimated at the time of executing this Contract. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in its discretion the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

4.04.04 Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.

4.04.05 Substantial Completion, in the context of this Contract, does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the Project or Work.

**ARTICLE 5. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.**

**5.01 Substantial Completion:**

5.01.01 When the Contractor believes that Substantial Completion has been achieved, the Contractor shall notify the Project Consultant in writing and shall provide to the Project Consultant a listing of those matters yet to be finished. The Project Consultant will determine whether the Work (or portion thereof) is appropriately ready for a Substantial Completion Inspection.

5.01.02 If the Work is determined to be ready for a Substantial Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, substantially complete and establish a list of items necessary for the Contractor to correct or finish. When Substantial Completion has been granted as evidenced by the Substantial Completion Inspection, the Project Consultant will issue a letter formally establishing the Substantial Completion Date for the Work or portion thereof.

5.01.03 Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to the Contract Price, less any amounts attributable to liquidated damages, together with two hundred percent (200%) of the reasonable costs (as determined by the Owner at its sole discretion), for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming Work and handling any outstanding or threatened claims or any other matters which could cause the Owner damage, cost, expense or delay.

5.02 **Final Completion:**

5.02.01 When the Contractor believes that the Work or portion thereof, is finally complete and is ready for a final inspection, the Contractor shall notify the Project Consultant, in writing. The Project Consultant will then determine whether the Work (or portion thereof) is appropriately ready for a Final Completion Inspection.

5.02.02 If the Work is determined to be ready for a Final Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, finally complete. When Final Completion has been granted as evidenced by the Final Completion Inspection, the Project Consultant will issue a letter formally establishing the Final Completion Date for the Work or portion thereof.

5.02.03 When the Project Consultant and Owner confirms that the Project is complete in full accordance with the Contract Documents and has passed all required inspections, including but not limited to those required by the State Department of Education, and/or from any and all governmental bodies, boards, entities, etc., and that the Contractor has performed all of its obligations to the Owner, the Project Consultant will provide a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to Contract Documents.

5.03 **Liquidated Damages for Final Completion:**

5.03.01 If the Contractor fails to achieve final completion within 30 consecutive calendar days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of:

Three Hundred Dollars \$ 300.00

per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth for final completion of the Work.

5.03.02 In the event the Project involves more than one phase; the final completion date and liquidated damages amount for each phase shall be as follows:

Phase 1	<u>Three Hundred Dollars</u>	<u>\$ 300.00</u>
Phase 2	<u>Three Hundred Dollars</u>	<u>\$ 300.00</u>
Phase 3	<u>Three Hundred Dollars</u>	<u>\$ 300.00</u>

5.03.03 Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.

5.04 Prior to being entitled to receive final payment and as a condition precedent thereto, the Contractor shall provide the Owner, in the form and manner required by Owner, if any, with a copy to the Project Consultant: of the following:

5.04.01 An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;

5.04.02 Such other documents as required by the Owner from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the Owner;

5.04.03 All product warranties, operating manuals, instruction manuals and other things or documents customarily required of the Contractor, or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures;

5.04.04 The Owner shall, subject to its rights set forth in the Contract Documents, make final payment of all sums due the Contractor within thirty (30) days of the final Approval for Payment.

5.04.05 The Owner and Project Consultant may acknowledge satisfactory completion and accept the Work notwithstanding the existence of certain items of Work which are incomplete. As set forth in Article 5.03.03 of Article 5 hereof, the Owner may, but is not obligated to guarantee completion of incomplete items of Work by escrowing funds equal to two hundred (200%) percent of the estimated cost of the incomplete Work and shall establish a reasonable date by which all incomplete Work must finally be complete.

## **ARTICLE 6. TIME AND DELAYS.**

6.01 All time in the Contract Documents is calculated on a consecutive calendar day basis.

- 6.02 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.
- 6.03 Contractor agrees to commence the Work when directed by Owner and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the Owner shall not be delayed by any act or omission of Contractor in completion of the Project within the time specified above.
- 6.04 Contractor shall make payments promptly to its vendors, subcontractors, suppliers and for labor, material and equipment used by it in the performance of its work.
- 6.05 The Contractor shall not be entitled to any claim for damages or an extension of Time on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the Owner, such act, hindrance, or delay may only entitle the Contractor to receive an extension of time as its sole and exclusive remedy.
- 6.05.01 Adverse weather such as rain is not to be considered to be an Act of God unless it exceeds the ten (10) year average as published by the National Weather Service (or equivalent organization acceptable to the Owner at its sole discretion) for that time of year in Broward County.
- 6.05.02 An extension of time to complete the Work shall be determined by the Owner provided that the Contractor provides the Owner with notice in writing of the cause of said act, hindrance or delay within twenty (20) days after its occurrence.
- 6.05.03 In the event the request for extension is not made in writing within that twenty (20) day time period, Contractor acknowledges and agrees it has forever waived any and all rights to such an extension.
- 6.05.04 All extensions of time shall be authorized only by a written change order executed by the Owner and Project Consultant.
- 6.05.05 This "no damage for delay" clause will encompass any damages for delay or disruption even if the Contractor completes construction of the Work in a timely fashion in accordance with this Contract.
- 6.05.06 Damages as referenced in this "no damage for delay" shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.
- 6.05.07 By way of specific example but not limitation, damages as referenced within this clause includes loss of use, loss of profits, labor inefficiency, loss of bonding capacity, overhead and repair costs, costs of capital replacement, loss of wages, pain and suffering, loss of production costs to replace facilities, equipment and/or product loss, increased and/or extended home office overhead, increased general conditions, costs of mobilization and demobilization, decrease in value, and/or any other damage or loss.



6.05.08 The Contractor recognizes and specifically acknowledges the terms and conditions of the "no damage for delay" clause upon execution of this Contract.

**ARTICLE 7. CONTRACT BONDS**

- 7.01 The Contract shall become effective and in full force upon the execution of this agreement, concurrently with the delivery of a bond issued by a Surety Company acceptable to Owner in its sole discretion, such Surety being qualified and rated in accordance with Article 42.08 of Document 00700, General Conditions of the Contract, and approved by the United States Treasury Department and licensed to do business in the State of Florida.
- 7.02 This Agreement must be executed and signed by a resident agent having an office in Florida, representing such Surety Company, for one hundred per cent (100%) of the Contract price, said bond guaranteeing the performance of this Contract and as security for the payment of all persons performing labor and providing materials in connection with this Contract.
- 7.03 The form of Bonds required is included elsewhere in the Contract Documents. This is in addition to any bonds of subcontractors or others.
- 7.04 Insurance Provider and Surety: Refer to Document 00700 - General Conditions, Article 42.09 Contractor's Insurance.
- 7.04.01 Contractor and Surety shall have a continuing obligation to insure that all insurance or surety requirements are satisfied throughout the construction of the project and until all post completion obligations, including punch list and warranty requirements, are completed or expire.

**ARTICLE 8. NOTICES**

8.01 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the jobsite, with a copy via telecopy or facsimile to the addresses shown below, or by registered mail or overnight delivery/courier service (e.g., Federal Express) to that party at the addresses shown below:

<b>Party:</b>		<b>Address:</b>
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attn: Robert Runcie
With Copies To:	Chief Facilities and Construction Officer Office of Facilities and Construction The School Board of Broward County, Florida AND Coordinator I LEA Environmental Health and Safety The School Board of Broward County, Florida	600 SE 3 <sup>rd</sup> Avenue Ft. Lauderdale, FL 33301 Attn: Leo Bobadilla  4200A NW 10 <sup>th</sup> Avenue Oakland Park, FL 33309

Contractor:	Prism Response, Inc..	720 S. Military Trail Deerfield Beach, FL Attn: Dulcia Marie, President
Surety:	Aegis Security Insurance	P.O.Box 3153 Harrisburg, PA
Surety's Agent:		
Project Consultant:	AirQuest Environmental, Inc.	5150 SW Ridgewood Ave. Ft. Lauderdale.

8.02 These addresses may be changed by either of the parties by written notice to the other party.

**ARTICLE 9. CONTRACTOR'S RESPONSIBILITIES**

9.01 The Contractor must comply with public records laws. Florida State Statute 119.0701 requires that the Contractor keep, maintain and provide public access to public records. The Contractor shall ensure that public records that are confidential and exempt from public records disclosure are not disclosed, except as authorized by law. The Contractor shall be responsible for retaining public records and transfer, at no cost to the public agency, all public records in their possession upon completion or termination of the contract. Electronically stored records must be provided in a format compatible with the information technology systems of the public agency. Failure to comply with these provisions will constitute a breach of contract and will have financial consequences.

**ARTICLE 10. TERM OF AGREEMENT**

10.01 The term of this agreement shall be for one (1) year from the date of approval by the School Board, with a Contract Sum of \$400,000. The term of the agreement may, by mutual agreement between the School Board and Contractor, be renewed and extended for two (2) additional one (1) year periods, and the Contract Sum may be increased by \$100,000 per year. Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout the contract period and all renewals.

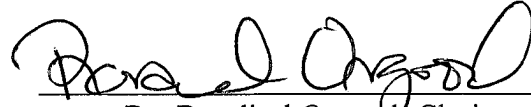
10.02 The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for one (1) year(s), and may, by mutual agreement between Owner and the Contractor, upon final Owner approval, be extended for two (2) additional one (1) year periods, **per the TERMS stipulated under section 9.01 above.** The Board, through its **Contract Department**, will, if considering extending, request a letter of intent to extend from each Contractor, prior to the end of the current contract period. The Contractor will be notified when the recommendation has been acted upon by the School Board for the term of the contract.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**


(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA



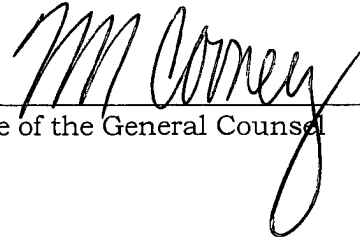
Dr. Rosalind Osgood, Chair

ATTEST:



Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

**CONTRACTOR NOTARIZATION**

**FOR CONTRACTOR**

Prism Response, Inc.

(Corporate Seal)

By Dulcia Maire

Dulcia Maire/President

Witness or Attest Secretary (Contractor)

By: [Signature]

Ryan Regan/Project Manager  
Print Name and Title

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 15 day of July, 2016  
by Dulcia Maire of Prism Response, Inc.,  
and, Ryan Regan of Prism Response, Inc., on  
behalf of the Contractor.

Dulcia Maire, and, Ryan Regan are personally known to  
me or produced \_\_\_\_\_ as identification and did/did not first take  
an oath.

My commission expires:



(SEAL)

Indranie Samaroo

Signature - Notary Public

Indranie Samaroo  
Printed Name of Notary

FF077216  
Notary's Commission No.

**SURETY ACKNOWLEDGMENT**

The Surety acknowledges that it has read the foregoing Construction Contract and has familiarized itself with the obligations of the Contractor and the Surety as stated therein, which obligations are agreed to by Surety and are incorporated, by reference to the Construction Contract, in the Payment and Performance Bonds.

**SURETY:** Aegis Security Insurance Company

Hallie Ware  
HALLIE WARE

By: Ant B E Ashton

Its: Attorney-In-Fact, Robert Blair Ashton

Date: July 19, 2016

STATE OF Florida

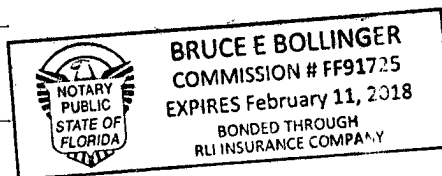
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19 day of July, 2016  
by Robert Blair Ashton of Aegis Security Insurance Company  
behalf of the Surety.

He/she is personally known to me or produced \_\_\_\_\_ as  
identification and did/did not first take an oath.

My commission expires:

(SEAL) [Signature]  
Signature - Notary Public  
Bruce E. Bollinger  
Printed Name of Notary  
FF91725  
Notary's Commission No.



**END OF DOCUMENT**

**AEGIS SECURITY INSURANCE COMPANY  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT AEGIS SECURITY INSURANCE COMPANY does hereby make, constitute and appoint: **ROBERT BLAIR ASHTON, BRUCE E. BOLLINGER,**

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf surety bonds, undertaking and other instruments of similar nature as follows: **\$5 MILLION**

This Power of Attorney is granted and sealed under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 4<sup>th</sup> day of February, 1993.

“Resolved, That the President, any Vice President, the Secretary and any Assistant Secretary appointed for that purpose by the officer in charge of surety operations shall each have authority to appoint individuals as Attorney-in-Fact or under other appropriate titles with authority to execute on behalf of the Company, fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such an appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal or facsimile thereof may be imposed or fixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

“Resolved, That the signature of each of the following officers; President, Vice President, any Assistant Vice President, any Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any Certificate relating thereto, appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for the purpose only of executing and attesting bonds and undertaking and other writings upon the Company and any such power required and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.”

IN WITNESS WHEREOF, AEGIS SECURITY INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its President this 4<sup>th</sup> day of January, 2016.

AEGIS SECURITY INSURANCE COMPANY

By:

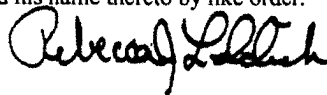


W. J. WOLLYUNG, III  
President



Commonwealth of Pennsylvania     }  
  } s.s.: Harrisburg  
County of Dauphin                             }

On this 4<sup>th</sup> day of January, 2016, before me personally came William J. Wollyung, III to me known, who being by me duly sworn, did depose and say that he is President of AEGIS SECURITY INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



REBECCA LIDDICK  
Notary Public  
My Commission Expires July 25, 2017



I, the undersigned, Secretary of AEGIS SECURITY INSURANCE COMPANY, a Pennsylvania corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked: and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of Harrisburg, in the Commonwealth of Pennsylvania, dated this 19 day of July 2016

DEBORAH A. GOOD  
Secretary

**00520**  
**Agreement Form**

**THIS AGREEMENT** made and entered into this 16<sup>th</sup> day of August by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(Hereinafter referred to as "**Owner**" and  
**Simpson Environment Services, Inc.**

(Hereinafter referred to as "**Contractor**").

**WHEREAS**, Owner is the owner of certain real property located in Broward County and Owner desires to have:

Miscellaneous Asbestos & Mold Abatement  
ITB 16-128F

At  
Various Locations

Constructed pursuant to drawings, specifications and other design documents prepared by

AirQuest Environmental, Inc.

(Hereinafter referred to as "**Project Consultant**").

**WHEREAS**, the Contractor is desirous of performing the Work in accordance with the Contract Documents and all applicable laws, codes and ordinances.

**NOW THEREFORE**, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to Contractor, the parties agree as follows:

**ARTICLE 1. ENTIRE AGREEMENT**

- 1.01 This Construction Contract, along with the Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract embodies the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.
- 1.02 The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
- 1.03 NO CHANGES, AMENDMENTS OR MODIFICATIONS OF ANY OF THE TERMS OR CONDITIONS OF THE CONTRACT SHALL BE VALID UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

**ARTICLE 2. ENUMERATION OF THE CONTRACT DOCUMENTS.**

2.01 The Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Drawings, Specifications, and all Addenda and modifications issued after execution of the Contract thereto together form the Contract, and they are fully a part of the Contract as if written herein word for word. The following is an enumeration of the Drawings and Project Manual for this Project:

2.02 The Drawings:  
***Not Applicable***

2.03 The Project Manual:

Document Number	Document Title	Number of Pages
00001	Project Title Page	1
00002	Project Director	1
00007	Davis Bacon Act Notice	1
00008	Prequalification of Contractors Notice	1
00009	Background Screening of Contractual Personnel	1
00010	Table of Contents	4
00101	Advertisement for Bids	2
00200	Instructions to Bidders	20
00215	Application for Bidding Documents	2
00220	Bidder's Request for Information	1
00225	Bidder's Substitution Request	2
00300	Information Available to Bidders	3
00410	Bid Form	7
00420	Bid Security Form	2
00435	Schedule of Values	11
00450	W-9 Request for Taxpayer Identification Number and Certification	4
00455	Background Screening of Contractual Personnel	4
00457	Drug-Free Workplace Certification	2
00470	Letter of Intent: M/WBE Subcontractors Participating	1
00475	Summary: M/WBE Subcontractors Participating	1
00480	Unavailability Certification: M/WBE Subcontractors Participation	1
00485	Monthly M/WBE Subcontractor Utilization Report	3
00505	Notice of Intent	2
00510	Notice of Award	14
00520	Agreement Form	2
00545	Notice: Be Ready to Proceed	2
00550	Notice to Proceed – Permitting	2
00550	Notice to Proceed - Construction	3
00600	Performance Bond Form	2
00610	Payment Bond Form	2
00630	Performance Bond Rider	2
00635	Payment Bond Rider	2
00640	General Release and Full Release of Lien	2
00700	General Conditions of the Contract	50
00800	Supplementary Conditions of the Contract	3
00910	Addenda	2



	<b>Division 1 – General Requirement</b>	
01110	Summary of Work	12
01290	Payment Procedures	2
01290a	Application for Payment	2
01310	Project Management and Coordination	4
01310a	Contractor's Request for Information	1
01310b	Transmittal	1
01320	Construction Progress Documentation	12
01320a	Weekly Progress Report	1
01320b	Periodic Observation Report	1
01320c	Non-Conforming Work Notice	1
01321	Construction Schedule Critical Path Method (CPM)	8
01330	Submittal Procedures	9
01330a	Submittal Form	1
01340	Shop Drawings, Product Data, and Samples	4
01350	Special Procedures	4
01400	Testing Laboratory Services	4
01410	Regulatory Requirements	5
01420	Definitions & Standards	9
01430	Quality Assurance	5
01450	Quality Control	7
01510	Temporary Utilities	6
01520	Construction Facilities	5
01530	Temporary Construction	5
01540	Construction Aids	2
01550	Vehicular Access and Parking	4
01560	Temporary Barriers and Enclosures	7
01561	Worker Protection	3
01562	Respiratory Protection	4
01564	Negative Pressure Filtration System	3
01572	Waste Management	1
01700	Contract Closeout	2
01770	Closeout Procedures	7
01770a	Contractor's Request for Substantial Completion Inspection	1
01770b	Project Consultant's Notification of Readiness for Substantial Completion Inspection	1
01770c	SF 727: Substantial Completion Inspection	1
01770d	SF 728:	1
01770e	Project Consultant's Letter Establishing Substantial completion Date	1
01770f	Contractor's Request for Final Completion	1
01770g	Consultant's Notification of Readiness	1
01770h	Project Consultant's Letter Establishing Final Completion Date	1

**Division 2 – Site Work**

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02080	Mold Abatement
02081	Asbestos Abatement, Major (Conventional)
02083	Asbestos Abatement, Minor (Limited Quantities & Roofing)
02085	Asbestos Abatement, Small Scale Short Duration

**ARTICLE 3. CONTRACT SUM**

3.01 The List of Unit Rates, as agreed upon, is found in Attachment Number 1, and is herewith incorporated into this Agreement.

**ARTICLE 4. TIME FOR CONTRACTOR'S PERFORMANCE.**

4.01 Upon execution of the contract by both the successful Bidder and the Owner, submittal of the required performance and payment bonds, certificates of insurance, and receipt and approval of the required post-bid information, the Owner will issue **Document 00550, Notice to Proceed** which will stipulate the commencement date for the Work.

4.02 The Contractor shall commence the performance of the Work on the date stipulated on Document 00550, Notice to Proceed, and shall diligently continue its performance to and until final completion of the Project.

**4.03 Required date(s) of Substantial Completion**

4.03.01 The Contractor shall obtain Building Permit and all other required permits on or before:

**To be Determined on a Per Project basis - Consecutive calendar days from the commencement date stipulated on Document 00550, Notice to Proceed, Permitting.**

4.03.02 The Contractor shall accomplish Substantial Completion of the Work on or before:

**To be Determined on a Per Project basis - Consecutive calendar days from the commencement date stipulated on Document 00550, Notice to Proceed, Construction.**

4.03.03 In the event the Work involves more than one phase, and then the commencement and Substantial Completion dates for each phase are as follows:

<b><u>Phase</u></b>	<b><u>Commencement Date:</u></b>	<b><u>Required Substantial Completion Date</u></b>
	To Be Determined on a Per Project Basis	

**4.04 Liquidated Damages for Substantial Completion:**

4.04.01 The Contractor shall pay the Owner the sum of:

Five Hundred Dollars \$ 500.00

Per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion.

4.04.02 In the event more than one phase is involved, then the liquidated damages due for each phase shall be as follows:

Phase 1	<u>Five Hundred Dollars</u>	<u>\$ 500.00</u>
Phase 2	<u>Five Hundred Dollars</u>	<u>\$ 500.00</u>
Phase 3	<u>Five Hundred Dollars</u>	<u>\$ 500.00</u>

4.04.03 Owner and Contractor acknowledge that any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs, likely to be sustained by the Owner, estimated at the time of executing this Contract. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in its discretion the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

4.04.04 Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.

4.04.05 Substantial Completion, in the context of this Contract, does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the Project or Work.

**ARTICLE 5. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.**

**5.01 Substantial Completion:**

5.01.01 When the Contractor believes that Substantial Completion has been achieved, the Contractor shall notify the Project Consultant in writing and shall provide to the Project Consultant a listing of those matters yet to be finished. The Project Consultant will determine whether the Work (or portion thereof) is appropriately ready for a Substantial Completion Inspection.

5.01.02 If the Work is determined to be ready for a Substantial Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, substantially complete and establish a list of items necessary for the Contractor to correct or finish. When Substantial Completion has been granted as evidenced by the Substantial Completion Inspection, the Project Consultant will issue a letter formally establishing the Substantial Completion Date for the Work or portion thereof.

5.01.03 Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to the Contract Price, less any amounts attributable to liquidated damages, together with two hundred percent (200%) of the reasonable costs (as determined by the Owner at its sole discretion), for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming Work and handling any outstanding or threatened claims or any other matters which could cause the Owner damage, cost, expense or delay.

5.02 **Final Completion:**

5.02.01 When the Contractor believes that the Work or portion thereof, is finally complete and is ready for a final inspection, the Contractor shall notify the Project Consultant, in writing. The Project Consultant will then determine whether the Work (or portion thereof) is appropriately ready for a Final Completion Inspection.

5.02.02 If the Work is determined to be ready for a Final Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, finally complete. When Final Completion has been granted as evidenced by the Final Completion Inspection, the Project Consultant will issue a letter formally establishing the Final Completion Date for the Work or portion thereof.

5.02.03 When the Project Consultant and Owner confirms that the Project is complete in full accordance with the Contract Documents and has passed all required inspections, including but not limited to those required by the State Department of Education, and/or from any and all governmental bodies, boards, entities, etc., and that the Contractor has performed all of its obligations to the Owner, the Project Consultant will provide a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to Contract Documents.

5.03 **Liquidated Damages for Final Completion:**

5.03.01 If the Contractor fails to achieve final completion within 30 consecutive calendar days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of:

Three Hundred Dollars \$ 300.00

per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth for final completion of the Work.

5.03.02 In the event the Project involves more than one phase; the final completion date and liquidated damages amount for each phase shall be as follows:

Phase 1	<u>Three Hundred Dollars</u>	<u>\$ 300.00</u>
Phase 2	<u>Three Hundred Dollars</u>	<u>\$ 300.00</u>
Phase 3	<u>Three Hundred Dollars</u>	<u>\$ 300.00</u>

5.03.03 Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.

5.04 Prior to being entitled to receive final payment and as a condition precedent thereto, the Contractor shall provide the Owner, in the form and manner required by Owner, if any, with a copy to the Project Consultant: of the following:

5.04.01 An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;

5.04.02 Such other documents as required by the Owner from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the Owner;

5.04.03 All product warranties, operating manuals, instruction manuals and other things or documents customarily required of the Contractor, or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures;

5.04.04 The Owner shall, subject to its rights set forth in the Contract Documents, make final payment of all sums due the Contractor within thirty (30) days of the final Approval for Payment.

5.04.05 The Owner and Project Consultant may acknowledge satisfactory completion and accept the Work notwithstanding the existence of certain items of Work which are incomplete. As set forth in Article 5.03.03 of Article 5 hereof, the Owner may, but is not obligated to guarantee completion of incomplete items of Work by escrowing funds equal to two hundred (200%) percent of the estimated cost of the incomplete Work and shall establish a reasonable date by which all incomplete Work must finally be complete.

## **ARTICLE 6. TIME AND DELAYS.**

6.01 All time in the Contract Documents is calculated on a consecutive calendar day basis.

- 6.02 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.
- 6.03 Contractor agrees to commence the Work when directed by Owner and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the Owner shall not be delayed by any act or omission of Contractor in completion of the Project within the time specified above.
- 6.04 Contractor shall make payments promptly to its vendors, subcontractors, suppliers and for labor, material and equipment used by it in the performance of its work.
- 6.05 The Contractor shall not be entitled to any claim for damages or an extension of Time on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the Owner, such act, hindrance, or delay may only entitle the Contractor to receive an extension of time as its sole and exclusive remedy.
- 6.05.01 Adverse weather such as rain is not to be considered to be an Act of God unless it exceeds the ten (10) year average as published by the National Weather Service (or equivalent organization acceptable to the Owner at its sole discretion) for that time of year in Broward County.
- 6.05.02 An extension of time to complete the Work shall be determined by the Owner provided that the Contractor provides the Owner with notice in writing of the cause of said act, hindrance or delay within twenty (20) days after its occurrence.
- 6.05.03 In the event the request for extension is not made in writing within that twenty (20) day time period, Contractor acknowledges and agrees it has forever waived any and all rights to such an extension.
- 6.05.04 All extensions of time shall be authorized only by a written change order executed by the Owner and Project Consultant.
- 6.05.05 This "no damage for delay" clause will encompass any damages for delay or disruption even if the Contractor completes construction of the Work in a timely fashion in accordance with this Contract.
- 6.05.06 Damages as referenced in this "no damage for delay" shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.
- 6.05.07 By way of specific example but not limitation, damages as referenced within this clause includes loss of use, loss of profits, labor inefficiency, loss of bonding capacity, overhead and repair costs, costs of capital replacement, loss of wages, pain and suffering, loss of production costs to replace facilities, equipment and/or product loss, increased and/or extended home office overhead, increased general conditions, costs of mobilization and demobilization, decrease in value, and/or any other damage or loss.

6.05.08 The Contractor recognizes and specifically acknowledges the terms and conditions of the "no damage for delay" clause upon execution of this Contract.

**ARTICLE 7. CONTRACT BONDS**

- 7.01 The Contract shall become effective and in full force upon the execution of this agreement, concurrently with the delivery of a bond issued by a Surety Company acceptable to Owner in its sole discretion, such Surety being qualified and rated in accordance with Article 42.08 of Document 00700, General Conditions of the Contract, and approved by the United States Treasury Department and licensed to do business in the State of Florida.
- 7.02 This Agreement must be executed and signed by a resident agent having an office in Florida, representing such Surety Company, for one hundred per cent (100%) of the Contract price, said bond guaranteeing the performance of this Contract and as security for the payment of all persons performing labor and providing materials in connection with this Contract.
- 7.03 The form of Bonds required is included elsewhere in the Contract Documents. This is in addition to any bonds of subcontractors or others.
- 7.04 Insurance Provider and Surety: Refer to Document 00700 - General Conditions, Article 42.09 Contractor's Insurance.
- 7.04.01 Contractor and Surety shall have a continuing obligation to insure that all insurance or surety requirements are satisfied throughout the construction of the project and until all post completion obligations, including punch list and warranty requirements, are completed or expire.

**ARTICLE 8. NOTICES**

8.01 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the jobsite, with a copy via telecopy or facsimile to the addresses shown below, or by registered mail or overnight delivery/courier service (e.g., Federal Express) to that party at the addresses shown below:

<b>Party:</b>	<b>Address:</b>
Owner:	Superintendent of Schools The School Board of Broward County, Florida
	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attn: Robert Runcie
With Copies To:	Chief Facilities and Construction Officer Office of Facilities and Construction The School Board of Broward County, Florida
	600 SE 3 <sup>rd</sup> Avenue Ft. Lauderdale, FL 33301 Attn: Leo Bobadilla
	AND Coordinator I LEA Environmental Health and Safety The School Board of Broward County, Florida
	4200A NW 10 <sup>th</sup> Avenue Oakland Park, FL 33309

Contractor:	Simpson Environmental Services, Inc..	P.O. Box 735 Trilby, FL 33593 Attn: Wilton Simpson, President
Surety:	International Fidelity Insurance Company	One Newark Center, 20 <sup>th</sup> Floor Newark, NJ 07102-5207
Surety's Agent:		1326 S. Ridgewood Avenue, Suite #15 Daytona Beach, FL 32114
Project Consultant:	AirQuest Environmental, Inc.	5150 SW Ridgewood Ave. Ft. Lauderdale.

8.02 These addresses may be changed by either of the parties by written notice to the other party.

**ARTICLE 9. CONTRACTOR'S RESPONSIBILITIES**

9.01 The Contractor must comply with public records laws. Florida State Statute 119.0701 requires that the Contractor keep, maintain and provide public access to public records. The Contractor shall ensure that public records that are confidential and exempt from public records disclosure are not disclosed, except as authorized by law. The Contractor shall be responsible for retaining public records and transfer, at no cost to the public agency, all public records in their possession upon completion or termination of the contract. Electronically stored records must be provided in a format compatible with the information technology systems of the public agency. Failure to comply with these provisions will constitute a breach of contract and will have financial consequences.

**ARTICLE 10. TERM OF AGREEMENT**

10.01 The term of this agreement shall be for one (1) year from the date of approval by the School Board, with a Contract Sum of \$400,000. The term of the agreement may, by mutual agreement between the School Board and Contractor, be renewed and extended for two (2) additional one (1) year periods, and the Contract Sum may be increased by \$100,000 per year. Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout the contract period and all renewals.

10.02 The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for one (1) year(s), and may, by mutual agreement between Owner and the Contractor, upon final Owner approval, be extended for two (2) additional one (1) year periods, **per the TERMS stipulated under section 9.01 above.** The Board, through its **Contract Department**, will, if considering extending, request a letter of intent to extend from each Contractor, prior to the end of the current contract period. The Contractor will be notified when the recommendation has been acted upon by the School Board for the term of the contract.



**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

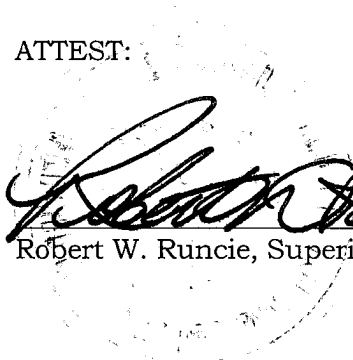
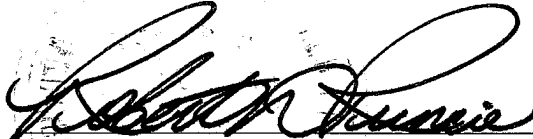
**FOR SBBC**

(Corporate Seal)

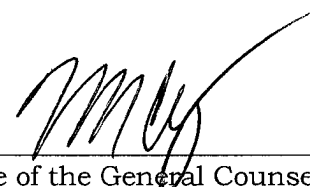
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

  
\_\_\_\_\_  
Dr. Rosalind Osgood, Chair

ATTEST:

  
  
\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel

§

**CONTRACTOR NOTARIZATION**

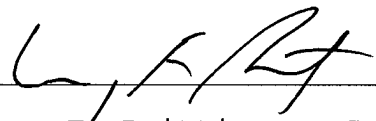
**FOR CONTRACTOR**

Simpson Environmental Services, Inc.

(Corporate Seal)

By  \_\_\_\_\_  
Tim Yaeger, Vice President

Witness or Attest Secretary (Contractor)

By:  \_\_\_\_\_  
Wayne F. Reitinger, Secretary  
Print Name and Title

STATE OF Florida

COUNTY OF Pasco

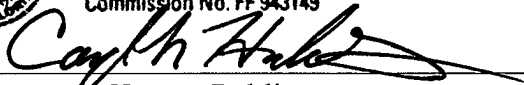
The foregoing instrument was acknowledged before me this 12th day of July, 2016  
by Tim Yaeger, Vice President of Simpson Environmental Services, Inc.,  
and Wayne F. Reitinger, Secretary of Simpson Environmental Services, Inc., on  
behalf of the Contractor.

Tim Yaeger, and Wayne F. Reitinger are personally known to  
me or produced \_\_\_\_\_ as identification and ~~did~~ did not first take  
an oath.

My commission expires:



**CORYL L. HUDAS**  
Notary Public, State of Florida  
My Comm. Expires Dec 13, 2019  
Commission No. FF 943149

 \_\_\_\_\_  
Signature - Notary Public

CORYL L. HUDAS  
Printed Name of Notary

FF 943149  
Notary's Commission No.

**SURETY ACKNOWLEDGMENT**

The Surety acknowledges that it has read the foregoing Construction Contract and has familiarized itself with the obligations of the Contractor and the Surety as stated therein, which obligations are agreed to by Surety and are incorporated, by reference to the Construction Contract, in the Payment and Performance Bonds.

**SURETY:** International Fidelity Insurance Company

Lisa Roseland  
Lisa Roseland  
Teresa L. Durham  
Teresa L. Durham

**By:** Jeffrey W. Reich  
Jeffrey W. Reich  
**Its:** Attorney-In-Fact & FL Lic. Resident Agent (386) 898-0507

**Date:** July 13th, 2016

STATE OF FLORIDA

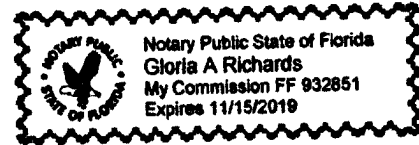
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 13th day of July, 2016  
by Jeffrey W. Reich of International Fidelity Insurance Company, on  
behalf of the Surety.

He/she is personally known to me or produced N/A as  
identification and did/did not first take an oath.

My commission expires: 11/15/2019

(SEAL)  
Gloria A Richards  
Signature – Notary Public



Gloria A. Richards  
Printed Name of Notary

FF 932851  
Notary's Commission No.

**END OF DOCUMENT**

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CHERYL FOLEY, KIM E. NIV, TERESA L. DURHAM, PATRICIA L. SLAUGHTER, LESLIE M. DONAHUE,  
GLENN ARVANITIS, SUSAN L. REICH, GLORIA A. RICHARDS, DON BRAMLAGE, JEFFREY W. REICH

Maitland, FL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

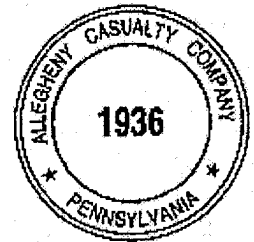
"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



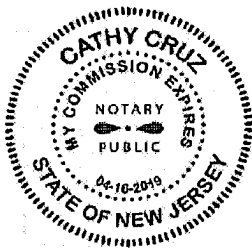
STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

13<sup>th</sup>

day of

July, 2016

MARIA BRANCO, Assistant Secretary

The School Board of Broward County, Florida  
Procurement & Warehousing Services

ITB / RFP No.:	<u>16-128F</u>	Tentative Board Meeting Date*:	<u>AUGUST 16, 2016</u>
Description:	<u>MISCELLANEOUS ASBESTOS AND MOLD ABATEMENT</u>	Notified:	<u>475</u> Downloaded: <u>17</u>
		ITB / RFP Rec'd:	<u>3</u> No. Bids: <u>0</u>
For:	<u>FACILITIES AND CONSTRUCTION MANAGEMENT</u>	ITB / RFP Opening:	<u>MAY 11, 2016</u>
	(School/Department)		
Fund:	<u>DEPARTMENT'S OPERATING BUDGET</u>	Advertised Date:	<u>APRIL 14, 2016</u>
		Award Amount:	<u>\$1,800,000</u>

**POSTING OF ITB / RFP RECOMMENDATION/TABULATION:** ITB / RFP Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and [www.Demandstar.com](http://www.Demandstar.com) on **JUNE 6, 2016 @ 3:00 pm** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(\* The Cone of Silence, as stated in the ITB / RFP, is in effect until this ITB / RFP is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

**RECOMMENDATION TABULATION**

<u>VENDOR NAME(s)</u>	<u>BASE BID MULTIPLIER</u>
DECON ENVIRONMENTAL & ENGINEERING, INC.	1.85
PRISM RESPONSE, INC	0.8395
SIMPSON ENVIRONMENT SERVICES, INC.	0.95

RECOMMEND THE AWARD BE MADE TO THE ABOVE BIDDERS WHO OFFERED A BASE BID MULTIPLIER AND OTHERWISE COMPLIED WITH THE SPECIFICATIONS, TERMS AND CONDITIONS.

CONTRACT PERIOD: AUGUST 16, 2016, THROUGH AUGUST 31, 2019 OR AS RENEWED.

By:



(Purchasing Agent)

Date: 6/6/2016

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.