

# **FIRST AMENDMENT TO AGREEMENT**

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this  
\_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**AIRQUEST ENVIRONMENTAL, INC.**  
(hereinafter referred to as "VENDOR"),  
having its principal place of business at  
6851 Southwest 45th Street  
Fort Lauderdale, FL 33314

**WHEREAS**, on November 1, 2016, the SBBC approved separate agreements with five (5) separate vendors, including an agreement (the "Agreement") with AirQuest Environmental, Inc. ("VENDOR"), for the provision of Miscellaneous Environmental Consulting Services for an initial term of 3-years commencing December 1, 2016, through November 30, 2019 and a collective total amount of \$1,000,000 (see those portions of Item EE-7 applicable to VENDOR attached hereto as **Exhibit "A"**); and

**WHEREAS**, on July 23, 2019, the SBBC approved additional spending authority in the collective amount of \$1,225,000 for all agreements, and the first renewal of the term of all agreements through November 30, 2020, pursuant to the "Requested Action" portion of the Agenda Request Form for Item EE-2; and

**WHEREAS**, notwithstanding the approval of the first renewal and extension of the term of all agreements by approving the "Requested Action" portion of the Agenda Request Form for Item EE-2, Article 2.01 of the Agreement requires the renewal and extension of the term to be by amendment, signed by both parties; and

**WHEREAS**, in order to satisfy the technical requirements of Article 2.01 of the Agreement, this First Amendment, among other things, hereby ratifies the prior Board-approval of the first renewal and extension of the term of the Agreement between the SBBC and VENDOR; and

**WHEREAS**, the parties now mutually desire to renew and extend the term of the Agreement for the second and final time through November 30, 2021.

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Term of Agreement.** Pursuant to Article 2.01 of the Agreement, the term of the Agreement is hereby extended from December 1, 2020 through November 30, 2021, unless terminated earlier pursuant to Section 3.05 of the Agreement.

1.03 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; then
- b) the Agreement.

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this **First** Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this **First** Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this **First** Amendment to Agreement.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

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

**FOR SBBC:**

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

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

Approved as to Form and Legal Content:

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

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR:**

(Corporate Seal)

**AIRQUEST ENVIRONMENTAL, INC.**

ATTEST:

By *[Signature]*  
Signature

\_\_\_\_\_  
, Secretary

Printed Name: TRACI BOYLE

Title: President

-or-

*[Signature]*  
Witness

*[Signature]*  
Witness

STATE OF FLORIDA

COUNTY OF BROWARD

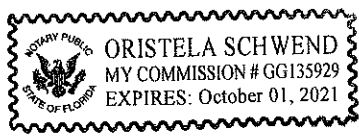
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9/16/2020 (date) by TRACI BOYLE (name of officer or agent, title of officer or agent) of AIRQUEST ENVIRONMENTAL INC (name of corporation acknowledging), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me (underline if applicable) or has produced \_\_\_\_\_ (type of identification) as identification and who  did/ did not first take an oath this 16<sup>th</sup> day of September, 2020.

My Commission Expires: Enter expiration date

*[Signature]*  
Signature – Notary Public

Oristela Schwend  
Printed Name of Notary

(SEAL)



66135929  
Notary's Commission No.

# **Exhibit “A”**



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

<b>MEETING DATE</b>	Nov 1 2016 10:15AM - Regular School Board Meeting	<b>Special Order Request</b>	<input type="radio"/> Yes	<input checked="" type="radio"/> No
<b>ITEM No.:</b>	<b>AGENDA ITEM</b>	<b>Time</b>		
EE-7.	OPEN ITEMS			
	<b>CATEGORY</b>			
	EE. OFFICE OF STRATEGY & OPERATIONS			
	<b>DEPARTMENT</b>	<b>Open Agenda</b>		
	Procurement & Warehousing Services	<input checked="" type="radio"/> Yes	<input type="radio"/> No	

**TITLE:**  
Recommendation of \$500,000 or Greater 16-158C- Miscellaneous Environmental Consulting Services

**REQUESTED ACTION:**  
Approve the recommendation to award for the above Request for Proposal (RFP). Contract Term: December 1, 2016, through November 30, 2019, 3 Years. User Department: Environmental Health and Safety; Award Amount: \$1,000,000; Awarded Vendor(s): Air Quest Environmental, Inc.; ECO Advisors, LLC; EE & G Environmental Services; LLC, GLE & Associates, Inc.; and Professional Services Industry, Inc.; Minority/Women Business Enterprise Vendor(s): Air Quest Environmental, Inc.

**SUMMARY EXPLANATION AND BACKGROUND:**  
The School Board of Broward County, Florida, received eight (8) proposals in response to RFP 16-158C - Miscellaneous Environmental Consulting Services. The awarded vendors will provide environmental services such as, testing, sampling, performing hazard assessments and other consulting services for asbestos, lead based paint, mold, indoor air quality, and additional industrial hygiene services.  
A copy of the RFP documents are available online at:  
[http://www.broward.k12.fl.us/supply/agenda/16-158C\\_MiscellaneousEnvironmentalConsultingServices.pdf](http://www.broward.k12.fl.us/supply/agenda/16-158C_MiscellaneousEnvironmentalConsultingServices.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 \$1,000,000. The funding source will come from Capital Budget and identified in the Adopted District Educational Facilities Plan, Fiscal Year 2015-16 to 2019-20. 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-5 (3) Recommendation Tabulation (4) Financial Analysis Worksheet (5) Supplier Evaluations - 7

<b>BOARD ACTION:</b>	<b>SOURCE OF ADDITIONAL INFORMATION:</b>	
<b>APPROVED</b> <small>(For Official School Board Records Office Only)</small>	Name: Roger P. Riddlemoser	Phone: 754-321-4220
	Name: Mary C. Coker	Phone: 754-321-0501

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

Maurice L. Woods - Chief Strategy & Operations Officer

Signature  
Maurice Woods  
10/24/2016, 6:08:43 PM

Approved In Open Board Meeting On:

**NOV 01 2016**

By:   
School Board Chair

## EXECUTIVE SUMMARY

### Recommendation of \$500,000 or Greater 16-158C - Miscellaneous Environmental Consulting Services

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The Request for Proposal (RFP) will be utilized by the Environmental Health and Safety Department to provide safe District buildings and ensure a healthy learning environment. The scope of services under this RFP include testing, sampling, performing hazard assessments, and other consulting services for asbestos, lead based paint, mold, indoor air quality, and additional industrial hygiene services. These environmental services will allow the District to comply with Environmental Protection Agency and Asbestos Hazard Emergency Response Act regulations. These regulations require testing building materials for the presence of asbestos prior to renovation or demolition activities that may disturb the materials, and if asbestos containing materials are detected, they must be removed prior to the renovation or demolition project.

The request is to approve the recommendation to award RFP 16-158C – Miscellaneous Environmental Consulting Services for a three (3) year contract from December 1, 2016, through November 30, 2019. The requested spending authority of \$1,000,000 is based on the Adopted District Educational Facilities Plan Fiscal Year 2015-16 to 2019-20, and will be funded by Capital Budget. This contract may be renewed for two (2) additional one-year terms based on mutual agreement between the District and awardees and upon final School Board approval. Should staff determine that renewal would be in the best interest of the District, additional spending authority will be requested at that time.

The solicitation for the new RFP ran from June 10, 2016, through July 13, 2016. Eight (8) proposals were received in response to the RFP and the committee evaluated all proposals that met the specifications, terms, and conditions. The committee subsequently recommended that the award be made to the following top ranked proposers: Air Quest Environmental, Inc.; Eco Advisors, LLC; EE & G Environmental Services, LLC; GLE & Associates, Inc.; and Professional Services Industry, Inc.

The current RFP 12-034T, is a five (5) year contract that will expire on November 30, 2016. RFP 12-034T was originally approved by the Board on November 1, 2011, with a spending authority of \$950,000. On February 18, 2015, the Board approved an increase in spending authority of \$50,000 and on April 21, 2015, the Board approved an additional spending authority in the amount of \$575,577 for a total contract expenditure amount of \$1,575,577.

The Supplier Diversity and Outreach Program was notified of this RFP's release in order to solicit minority vendors and there is one (1) Minority/Women Business Enterprise vendor that is being recommended for award.

Supplier Evaluations were completed by Environmental Health and Safety staff and all evaluations were positive.

**AGREEMENT**

THIS AGREEMENT is made and entered into as of this 12<sup>th</sup> day of November, 2016, by and among

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**AirQuest Environmental, Inc.**  
(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
6851 Southwest 45<sup>th</sup> Street  
Fort Lauderdale, FL 33314

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP 16-158C, Miscellaneous Environmental Consulting Services (hereinafter referred to as "RFP"), dated June 10, 2016, and amended by Addendum No.1, dated June 15, 2016, and amended by Addendum No.2, dated June 29, 2016 each of which is attached and incorporated as **Exhibit A**, for the purpose of receiving proposals for Miscellaneous Environmental Consulting Services; and

**WHEREAS**, VENDOR submitted a proposal in response to the RFP (hereinafter referred to as the "Proposal"), which is incorporated herein by reference; and

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE 1 - RECITALS**

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

**ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on December 1, 2016 and conclude on November 30, 2019. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.



2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then  
Second: Addendum No. 2, then  
Third: Addendum No. 1, then  
Fourth: RFP 16-158C, then  
Fifth: Proposal submitted in response to the RFP by VENDOR

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement in accordance with the following schedule.

Florida licensed asbestos consultant	\$100 per hour
AHERA certified management planner	\$62 per hour
AHERA certified building inspector	\$59 per hour
EPA certified lead inspector	\$60 per hour
EPA certified lead abatement risk assessor	\$62 per hour
Florida licensed mold assessor	\$85 per hour

2.04 **Payment Terms:** Payment will be made by SBBC after the services has been performed that meets the requirements of the RFP and properly invoiced. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).

2.05 **Services:** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

2.06 **M/WBE Participation.** As consideration for being awarded this contract agreement, VENDOR intends to perform all required services as a SBBC certified M/WBE firm: AirQuest Environmental, Inc., Certificate # 7007-5596-04.

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of any of the entities listed above. Utilizing any entity other than the ones listed, respectively will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

2.07 **Inspection of Vendor's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents

pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, written policies and procedures, computer records, disks and software, correspondence, and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Chief Financial Officer  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To VENDOR: Traci-Anne Boyle, President  
AirQuest Environmental Inc.  
6851 SW 45<sup>th</sup> Street  
Fort Lauderdale, FL 33314

With a Copy to: Adrienne LeBlanc, Vice President Operations  
AirQuest Environmental, Inc.  
6851 SW 45<sup>th</sup> Street  
Fort Lauderdale, FL 33314

2.09 **Background Screening**: VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or VENDOR of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records:** **Public Records:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfer all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for *Agreement with AirQuest Environmental, Inc.*

any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent

*Agreement with AirQuest Environmental, Inc.*

jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when

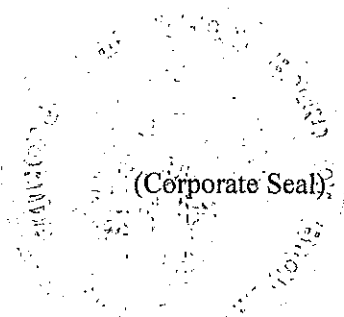
acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Vendor: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.


3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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


**FOR SBBC**



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:

Janette M. Smith,  
Esq.

Digitally signed by Janette M. Smith, Esq.  
DN: cn=Janette M. Smith, Esq., o=The School Board of  
Broward County, Florida, ou=Office of the General  
Counsel, email=janettesmith@browardschools.com,  
c=US  
Date: 2016.10.24 14:49:01 -0400

Office of the General Counsel





**FOR VENDOR**

AirQuest Environmental, Inc.

ATTEST:

By *Macl B*

*A. LeBlanc*  
Adrienne LeBlanc, Secretary

-or-

*Candy Roberts*  
Witness

*Samuel H*  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF *Florida*

COUNTY OF *Broward*

The foregoing instrument was acknowledged before me this *17<sup>th</sup>* day of *October*, 20*16* by *Naci Boyle* of

*AirQuest Environmental Inc*, on behalf of the corporation/agency.

He/She is *personally known to me* or produced \_\_\_\_\_ as identification and did/did not first take an oath. \_\_\_\_\_ Type of Identification

My Commission Expires:

*Betty Glaze*  
Signature - Notary Public

*Betty GLAZE*  
Printed Name of Notary

*FF 010815*  
Notary's Commission No.



**[THIS SPACE INTENTIONALLY LEFT BLANK]**

# FIRST AMENDMENT TO AGREEMENT

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this  
\_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between

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

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**GLE ASSOCIATES, INC.**

(hereinafter referred to as "VENDOR"),  
having its principal place of business at  
5405 Cypress Center Drive, Suite 110  
Tampa, FL 33609

**WHEREAS**, on November 1, 2016, the SBBC approved separate agreements with five (5) separate vendors, including an agreement (the "Agreement") with GLE Associates, Inc. ("VENDOR"), for the provision of Miscellaneous Environmental Consulting Services for an initial term of 3-years commencing December 1, 2016, through November 30, 2019 and a collective total amount of \$1,000,000 (see those portions of Item EE-7 applicable to VENDOR attached hereto as **Exhibit "A"**); and

**WHEREAS**, on July 23, 2019, the SBBC approved additional spending authority in the collective amount of \$1,225,000 for all agreements, and the first renewal of the term of all agreements through November 30, 2020, pursuant to the "Requested Action" portion of the Agenda Request Form for Item EE-2; and

**WHEREAS**, notwithstanding the approval of the first renewal and extension of the term of all agreements by approving the "Requested Action" portion of the Agenda Request Form for Item EE-2, Article 2.01 of the Agreement requires the renewal and extension of the term to be by amendment, signed by both parties; and

**WHEREAS**, in order to satisfy the technical requirements of Article 2.01 of the Agreement, this First Amendment, among other things, hereby ratifies the prior Board-approval of the first renewal and extension of the term of the Agreement between the SBBC and VENDOR; and

**WHEREAS**, the parties now mutually desire to renew and extend the term of the Agreement for the second and final time through November 30, 2021.

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Term of Agreement.** Pursuant to Article 2.01 of the Agreement, the term of the Agreement is hereby extended from December 1, 2020 through November 30, 2021, unless terminated earlier pursuant to Section 3.05 of the Agreement.

1.03 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; then
- b) the Agreement.

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this **First** Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this **First** Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this **First** Amendment to Agreement.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

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

**FOR SBBC:**

(Corporate Seal)

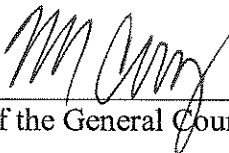
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

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

Approved as to Form and Legal Content:

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

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR:**

(Corporate Seal)

ATTEST:

**GLE ASSOCIATES, INC.**

By *Robert B. Greene*  
Signature

\_\_\_\_\_  
, Secretary

Printed Name: ROBERT B GREENE

Title: PRESIDENT

-or-

*Karen Snyder Young*  
Witness  
*Robert Wall*  
Witness

STATE OF Florida

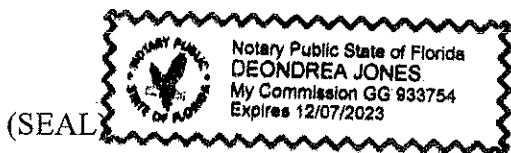
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this September 14, 2020 (date) by Robert B. Greene (name of officer or agent, title of officer or agent) of GLE Associates, Inc. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me (underline if applicable) or has produced \_\_\_\_\_ (type of identification) as identification and who  did/ did not first take an oath this 14th day of September, 2020.

My Commission Expires: Enter expiration date  
12/07/2023

*Deondrea Jones*  
Signature – Notary Public

Deondrea Jones  
Printed Name of Notary



GG 933754  
Notary's Commission No.

# **Exhibit “A”**



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	Nov 1 2016 10:15AM - Regular School Board Meeting
AGENDA ITEM	OPEN ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	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 16-158C- Miscellaneous Environmental Consulting Services

**REQUESTED ACTION:**

Approve the recommendation to award for the above Request for Proposal (RFP). Contract Term: December 1, 2016, through November 30, 2019, 3 Years. User Department: Environmental Health and Safety; Award Amount: \$1,000,000; Awarded Vendor(s): Air Quest Environmental, Inc.; ECO Advisors, LLC; EE & G Environmental Services; LLC, GLE & Associates, Inc.; and Professional Services Industry, Inc.; Minority/Women Business Enterprise Vendor(s): Air Quest Environmental, Inc.

**SUMMARY EXPLANATION AND BACKGROUND:**

The School Board of Broward County, Florida, received eight (8) proposals in response to RFP 16-158C - Miscellaneous Environmental Consulting Services. The awarded vendors will provide environmental services such as, testing, sampling, performing hazard assessments and other consulting services for asbestos, lead based paint, mold, indoor air quality, and additional industrial hygiene services.  
A copy of the RFP documents are available online at:  
[http://www.broward.k12.fl.us/supply/agenda/16-158C\\_MiscellaneousEnvironmentalConsultingServices.pdf](http://www.broward.k12.fl.us/supply/agenda/16-158C_MiscellaneousEnvironmentalConsultingServices.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 \$1,000,000. The funding source will come from Capital Budget and identified in the Adopted District Educational Facilities Plan, Fiscal Year 2015-16 to 2019-20. 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-5 (3) Recommendation Tabulation (4) Financial Analysis Worksheet (5) Supplier Evaluations - 7

**BOARD ACTION:**

**APPROVED**

(For Official School Board Records Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Roger P. Riddlemoser	Phone: 754-321-4220
Name: Mary C. Coker	Phone: 754-321-0501

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

Maurice L. Woods - Chief Strategy & Operations Officer

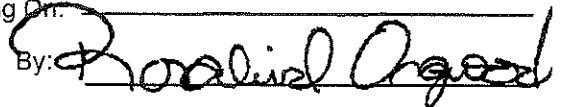
Approved In Open Board Meeting On:

**NOV 01 2016**

Signature

Maurice Woods

10/24/2016, 6:08:43 PM

By: 

School Board Chair



## **EXECUTIVE SUMMARY**

### **Recommendation of \$500,000 or Greater 16-158C - Miscellaneous Environmental Consulting Services**

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The Request for Proposal (RFP) will be utilized by the Environmental Health and Safety Department to provide safe District buildings and ensure a healthy learning environment. The scope of services under this RFP include testing, sampling, performing hazard assessments, and other consulting services for asbestos, lead based paint, mold, indoor air quality, and additional industrial hygiene services. These environmental services will allow the District to comply with Environmental Protection Agency and Asbestos Hazard Emergency Response Act regulations. These regulations require testing building materials for the presence of asbestos prior to renovation or demolition activities that may disturb the materials, and if asbestos containing materials are detected, they must be removed prior to the renovation or demolition project.

The request is to approve the recommendation to award RFP 16-158C – Miscellaneous Environmental Consulting Services for a three (3) year contract from December 1, 2016, through November 30, 2019. The requested spending authority of \$1,000,000 is based on the Adopted District Educational Facilities Plan Fiscal Year 2015-16 to 2019-20, and will be funded by Capital Budget. This contract may be renewed for two (2) additional one-year terms based on mutual agreement between the District and awardees and upon final School Board approval. Should staff determine that renewal would be in the best interest of the District, additional spending authority will be requested at that time.

The solicitation for the new RFP ran from June 10, 2016, through July 13, 2016. Eight (8) proposals were received in response to the RFP and the committee evaluated all proposals that met the specifications, terms, and conditions. The committee subsequently recommended that the award be made to the following top ranked proposers: Air Quest Environmental, Inc.; Eco Advisors, LLC; EE & G Environmental Services, LLC; GLE & Associates, Inc.; and Professional Services Industry, Inc.

The current RFP 12-034T, is a five (5) year contract that will expire on November 30, 2016. RFP 12-034T was originally approved by the Board on November 1, 2011, with a spending authority of \$950,000. On February 18, 2015, the Board approved an increase in spending authority of \$50,000 and on April 21, 2015, the Board approved an additional spending authority in the amount of \$575,577 for a total contract expenditure amount of \$1,575,577.

The Supplier Diversity and Outreach Program was notified of this RFP's release in order to solicit minority vendors and there is one (1) Minority/Women Business Enterprise vendor that is being recommended for award.

Supplier Evaluations were completed by Environmental Health and Safety staff and all evaluations were positive.

**AGREEMENT**

THIS AGREEMENT is made and entered into as of this 1<sup>st</sup> day of November, 2016, by and among

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**GLE Associates, Inc.**  
(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
5405 Cypress Center Drive, Suite 110  
Tampa, FL 33609

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP 16-158C, Miscellaneous Environmental Consulting Services (hereinafter referred to as "RFP"), dated June 10, 2016, and amended by Addendum No.1, dated June 15, 2016, and amended by Addendum No.2, dated June 29, 2016 each of which is attached and incorporated as **Exhibit A**, for the purpose of receiving proposals for Miscellaneous Environmental Consulting Services; and

**WHEREAS**, VENDOR submitted a proposal in response to the RFP (hereinafter referred to as the "Proposal"), which is incorporated herein by reference; and

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE 1 - RECITALS**

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

**ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on December 1, 2016 and conclude on November 30, 2019. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then  
Second: Addendum No. 2, then  
Third: Addendum No. 1, then  
Fourth: RFP 16-158C, then  
Fifth: Proposal submitted in response to the RFP by VENDOR

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement in accordance with the following schedule.

Florida licensed asbestos consultant	\$125 per hour
AHERA certified management planner	\$65 per hour
AHERA certified building inspector	\$60 per hour
EPA certified lead inspector	\$60 per hour
EPA certified lead abatement risk assessor	\$75 per hour
Florida licensed mold assessor	\$80 per hour

2.04 **Payment Terms:** Payment will be made by SBBC after the services has been performed that meets the requirements of the RFP and properly invoiced. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).

2.05 **Services:** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

2.06 **M/WBE Participation.** As consideration for being awarded this contract agreement, VENDOR has agreed to utilize the following M/WBE firms: On-Site Mold Analysis, Certificate # 7007-6879 to provide mold analysis and laboratory services, Ambient Technologies, Inc., Certificate # 7007-1953 to provide drilling services, and Florida International Consulting Engineers Design, Inc., Certificate # 7007-7116 to provide HVAC ventilation services..

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of any of the entities listed above. Utilizing any entity other than the ones listed, respectively will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

2.07 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination

shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, written policies and procedures, computer records, disks and software, correspondence, and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Chief Financial Officer  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To VENDOR: Fort Lauderdale Office  
GLE Associates, Inc.  
1000 NW 65<sup>th</sup> Street, Suite 300-D  
Fort Lauderdale, FL 33309

With a Copy to: Robert B. Greene, President  
Tampa Corporate Headquarters  
5405 Cypress Center Drive, Suite 110  
Tampa, FL 33609

2.09 **Background Screening**: VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or VENDOR of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations

under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof.

Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfer all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, "mailto:REQUEL.BELL@BROWARDSCHOOLS.COM" REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the

requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the



scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Vendor: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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 *Rosalind Osgood*  
Dr. Rosalind Osgood, Chair

ATTEST:

*Robert W. Runcie*  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

*Janet M. Smith*  
Office of the General Counsel

**FOR VENDOR**

(Corporate Seal)

ATTEST:

GLE Associates, Inc.

By *Robert B. Greene*  
Robert B. Greene, President

\_\_\_\_\_  
, Secretary

*Ginny C. Lemen*  
Witness: Ginny C. Lemen

*Deondrea Jones*  
Witness : Deondrea Jones

**The Following Notarization is Required for Every Agreement Without Regard to  
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

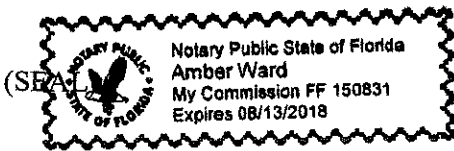
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 18th day of  
October, 2016 by Robert B. Greene of  
Name of Person  
GLE Associates, Inc., on behalf of the corporation/agency.  
Name of Corporation or Agency

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

My Commission Expires: 8/13/2018

Amber Ward  
Signature – Notary Public



Amber Ward  
Printed Name of Notary  
FF150831  
Notary's Commission No.

# **FIRST AMENDMENT TO AGREEMENT**

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this  
\_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**PROFESSIONAL SERVICE INDUSTRIES, INC.**  
(hereinafter referred to as "VENDOR"),  
having its principal place of business at  
545 E. Alogonquin Road, Suite H  
Arlington Heights, IL 60005

**WHEREAS**, on November 1, 2016, the SBBC approved separate agreements with five (5) separate vendors, including an agreement (the "Agreement") with Professional Service Industries, Inc. ("VENDOR"), for the provision of Miscellaneous Environmental Consulting Services for an initial term of 3-years commencing December 1, 2016, through November 30, 2019 and a collective total amount of \$1,000,000 (see those portions of Item EE-7 applicable to VENDOR attached hereto as **Exhibit "A"**); and

**WHEREAS**, on July 23, 2019, the SBBC approved additional spending authority in the collective amount of \$1,225,000 for all agreements, and the first renewal of the term of all agreements through November 30, 2020, pursuant to the "Requested Action" portion of the Agenda Request Form for Item EE-2; and

**WHEREAS**, notwithstanding the approval of the first renewal and extension of the term of all agreements by approving the "Requested Action" portion of the Agenda Request Form for Item EE-2, Article 2.01 of the Agreement requires the renewal and extension of the term to be by amendment, signed by both parties; and

**WHEREAS**, in order to satisfy the technical requirements of Article 2.01 of the Agreement, this First Amendment, among other things, hereby ratifies the prior Board-approval of the first renewal and extension of the term of the Agreement between the SBBC and VENDOR; and

**WHEREAS**, the parties now mutually desire to renew and extend the term of the Agreement for the second and final time through November 30, 2021.

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Term of Agreement.** Pursuant to Article 2.01 of the Agreement, the term of the Agreement is hereby extended from December 1, 2020 through November 30, 2021, unless terminated earlier pursuant to Section 3.05 of the Agreement.

1.03 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; then
- b) the Agreement.

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this **First** Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this **First** Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this **First** Amendment to Agreement.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

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

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

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

Approved as to Form and Legal Content:

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

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

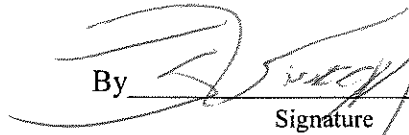
**FOR VENDOR:**

(Corporate Seal)

**PROFESSIONAL SERVICE  
INDUSTRIES, INC.**

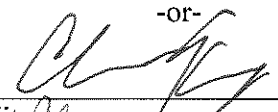
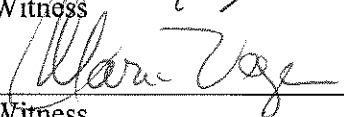
ATTEST:

\_\_\_\_\_  
, Secretary

By   
Signature

Printed Name: Juan D. Villegas, PE

Title: Regional Vice President

-or-  
  
Witness  
  
Witness

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9/10/20 (date) by Juan D. Villegas (name of officer or agent, title of officer or agent) of Professional Service Industries, Inc. (name of corporation acknowledging), a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me (underline if applicable) or has produced \_\_\_\_\_ (type of identification) as identification and who  did/ did not first take an oath this 10<sup>th</sup> day of September, 2020.

My Commission Expires: Enter expiration date 10/22/24

  
Signature Notary Public

Jennifer L. Gonzalez  
Printed Name of Notary

(SEAL)



GG 987330  
Notary's Commission No.



# **Exhibit “A”**



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	Nov 1 2016 10:15AM - Regular School Board Meeting
AGENDA ITEM	OPEN ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

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

ITEM No.:  
EE-7.

TITLE:  
Recommendation of \$500,000 or Greater 16-158C- Miscellaneous Environmental Consulting Services

**REQUESTED ACTION:**  
Approve the recommendation to award for the above Request for Proposal (RFP). Contract Term: December 1, 2016, through November 30, 2019, 3 Years. User Department: Environmental Health and Safety; Award Amount: \$1,000,000; Awarded Vendor(s): Air Quest Environmental, Inc.; ECO Advisors, LLC; EE & G Environmental Services; LLC, GLE & Associates, Inc.; and Professional Services Industry, Inc.; Minority/Women Business Enterprise Vendor(s): Air Quest Environmental, Inc.

**SUMMARY EXPLANATION AND BACKGROUND:**  
The School Board of Broward County, Florida, received eight (8) proposals in response to RFP 16-158C - Miscellaneous Environmental Consulting Services. The awarded vendors will provide environmental services such as, testing, sampling, performing hazard assessments and other consulting services for asbestos, lead based paint, mold, indoor air quality, and additional industrial hygiene services.  
A copy of the RFP documents are available online at:  
[http://www.broward.k12.fl.us/supply/agenda/16-158C\\_MiscellaneousEnvironmentalConsultingServices.pdf](http://www.broward.k12.fl.us/supply/agenda/16-158C_MiscellaneousEnvironmentalConsultingServices.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 \$1,000,000. The funding source will come from Capital Budget and identified in the Adopted District Educational Facilities Plan, Fiscal Year 2015-16 to 2019-20. 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-5 (3) Recommendation Tabulation (4) Financial Analysis Worksheet (5) Supplier Evaluations - 7

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

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Roger P. Riddlemoser	Phone: 754-321-4220
Name: Mary C. Coker	Phone: 754-321-0501

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

Maurice L. Woods - Chief Strategy & Operations Officer

Approved In Open Board Meeting On:

NOV 01 2016

Signature  
Maurice Woods  
10/24/2016, 6:08:43 PM

By: *Rosalind Ornel*  
School Board Chair

## EXECUTIVE SUMMARY

### Recommendation of \$500,000 or Greater 16-158C - Miscellaneous Environmental Consulting Services

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The Request for Proposal (RFP) will be utilized by the Environmental Health and Safety Department to provide safe District buildings and ensure a healthy learning environment. The scope of services under this RFP include testing, sampling, performing hazard assessments, and other consulting services for asbestos, lead based paint, mold, indoor air quality, and additional industrial hygiene services. These environmental services will allow the District to comply with Environmental Protection Agency and Asbestos Hazard Emergency Response Act regulations. These regulations require testing building materials for the presence of asbestos prior to renovation or demolition activities that may disturb the materials, and if asbestos containing materials are detected, they must be removed prior to the renovation or demolition project.

The request is to approve the recommendation to award RFP 16-158C – Miscellaneous Environmental Consulting Services for a three (3) year contract from December 1, 2016, through November 30, 2019. The requested spending authority of \$1,000,000 is based on the Adopted District Educational Facilities Plan Fiscal Year 2015-16 to 2019-20, and will be funded by Capital Budget. This contract may be renewed for two (2) additional one-year terms based on mutual agreement between the District and awardees and upon final School Board approval. Should staff determine that renewal would be in the best interest of the District, additional spending authority will be requested at that time.

The solicitation for the new RFP ran from June 10, 2016, through July 13, 2016. Eight (8) proposals were received in response to the RFP and the committee evaluated all proposals that met the specifications, terms, and conditions. The committee subsequently recommended that the award be made to the following top ranked proposers: Air Quest Environmental, Inc.; Eco Advisors, LLC; EE & G Environmental Services, LLC; GLE & Associates, Inc.; and Professional Services Industry, Inc.

The current RFP 12-034T, is a five (5) year contract that will expire on November 30, 2016. RFP 12-034T was originally approved by the Board on November 1, 2011, with a spending authority of \$950,000. On February 18, 2015, the Board approved an increase in spending authority of \$50,000 and on April 21, 2015, the Board approved an additional spending authority in the amount of \$575,577 for a total contract expenditure amount of \$1,575,577.

The Supplier Diversity and Outreach Program was notified of this RFP's release in order to solicit minority vendors and there is one (1) Minority/Women Business Enterprise vendor that is being recommended for award.

Supplier Evaluations were completed by Environmental Health and Safety staff and all evaluations were positive.

**AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 1<sup>st</sup> day of November, 2016, by and among

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**Professional Service Industries, Inc.**  
(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
1901 S Meyers Road, Suite 400  
Oakbrook Terrace, IL 60181

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP 16-158C, Miscellaneous Environmental Consulting Services (hereinafter referred to as "RFP"), dated June 10, 2016, and amended by Addendum No.1, dated June 15, 2016, and amended by Addendum No.2, dated June 29, 2016 each of which is attached and incorporated as **Exhibit A**, for the purpose of receiving proposals for Miscellaneous Environmental Consulting Services; and

**WHEREAS**, VENDOR submitted a proposal in response to the RFP (hereinafter referred to as the "Proposal"), which is incorporated herein by reference; and

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE 1 - RECITALS**

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

**ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on December 1, 2016 and conclude on November 30, 2019. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then  
Second: Addendum No. 2, then  
Third: Addendum No. 1, then  
Fourth: RFP 16-158C, then  
Fifth: Proposal submitted in response to the RFP by VENDOR

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement in accordance with the following schedule.

Florida licensed asbestos consultant	\$135 per hour
AHERA certified management planner	\$75 per hour
AHERA certified building inspector	\$65 per hour
EPA certified lead inspector	\$65 per hour
EPA certified lead abatement risk assessor	\$75 per hour
Florida licensed mold assessor	\$75 per hour

2.04 **Payment Terms:** Payment will be made by SBBC after the services has been performed that meets the requirements of the RFP and properly invoiced. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).

2.05 **Services:** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

2.06 **M/WBE Participation.** As consideration for being awarded this contract agreement, VENDOR has agreed to utilize the following M/WBE firm: On-Site Mold Analysis, Inc., Certificate # 7007-6025 07 to provide mold inspection and consulting services.

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of any of the entities listed above. Utilizing any entity other than the one listed, respectively will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

2.07 **Inspection of Vendor's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents

pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, written policies and procedures, computer records, disks and software, correspondence, and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Chief Financial Officer  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To VENDOR: Bryan Lucas, Environmental Department Manager  
Professional Service Industries, Inc.  
7950 N.W. 64<sup>th</sup> Street  
Miami, FL 33166

With a Copy to: John Emerson, Senior Project Manager  
Professional Service Industries, Inc.  
7950 N.W. 64<sup>th</sup> Street  
Miami, FL 33166

2.09 **Background Screening**: VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or VENDOR of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations

under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof.



Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfer all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or *Agreement with PSI*

federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

*Agreement with PSI*

3.19 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement

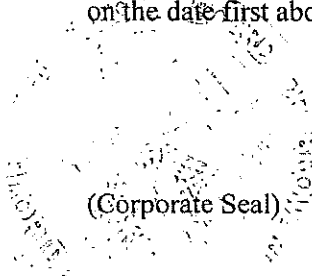
3.26 **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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



(Corporate Seal)

**FOR SBBC**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By *Rosalind Osgood*  
Dr. Rosalind Osgood, Chair

ATTEST:

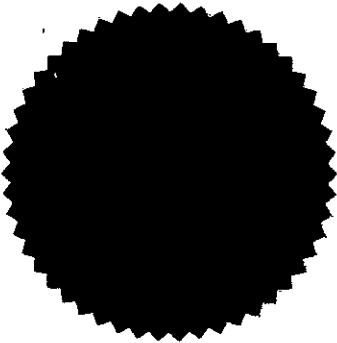
*Robert W. Runcie*  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith, Esq.

Office of the General Counsel

Digitally signed by Janette M. Smith, Esq.  
DN: cn=Janette M. Smith, Esq., ou=The School Board of Broward  
County, Florida, ou=Office of the General Counsel,  
email=jm@sbcc.browardschools.com, c=US  
Date: 2016.10.20 15:22:29 -0400



**FOR VENDOR**

Professional Service Industries, Inc.

ATTEST:

By [Signature]  
SEAN VILLEGAS  
Senior Vice President

\_\_\_\_\_, Secretary

-or-  
Witness [Signature]  
Witness [Signature]

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

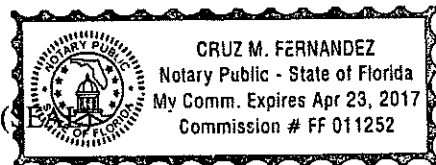
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of October, 2016 by Juan Villegas of

Professionals Service Industries, Inc., on behalf of the corporation/agency.  
Name of Person  
Name of Corporation or Agency

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

My Commission Expires: 4/23/2017



[Signature]  
Signature - Notary Public

Cruz m Fernandez  
Printed Name of Notary

FF 011252  
Notary's Commission No.