

SECOND AMENDMENT TO AGREEMENT

THIS SECOND 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

GALLAGHER BASSETT SERVICES, INC.
(hereinafter referred to as “VENDOR”),
having its principal place of business at
2850 Golf Road
Rolling Meadows, IL 60008

WHEREAS, on November 1, 2016, the SBBC approved separate agreements with five (5) separate vendors, including an agreement (the “Agreement”) with EE&G Environmental Services, LLC (“EE&G”), 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 EE&G 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 (see those portions of Item EE-2 applicable to EE&G attached hereto as **Exhibit “B”**); and

WHEREAS, on January 14, 2020, the SBBC approved the First Amendment to the Agreement with EE&G which assigned the Agreement to Gallagher Bassett Environmental Services, Inc. (“VENDOR”) (see Item E-4 attached hereto as **Exhibit “C”**); 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 Second 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.

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:

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 Second Amendment to Agreement; then
- b) First Amendment to Agreement; then
- c) 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 Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment to Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second 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)

**GALLAGHER BASSETT SERVICES,
INC.**

ATTEST:

By *Carolyn Bailey*
Signature

, Secretary

Printed Name: *Carolyn Bailey*

Title: *FL Regional Manager*

[Signature]
-or-
Witness

[Signature]
Witness

STATE OF *Florida*

COUNTY OF *Miami-Dade*

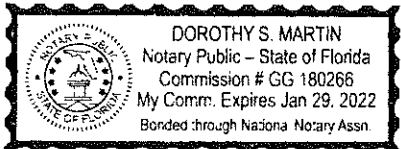
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this *9/16/2022* (date) by *Carolyn Bailey* (name of officer or agent, title of officer or agent) of *Gallagher Bassett Services Inc.* (name of corporation acknowledging), a *Delaware* (state or 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 *16th* day of *September*, 2020.

My Commission Expires: Enter expiration date *1/29/2022*

[Signature]
Signature – Notary Public

Dorothy S. Martin
Printed Name of Notary

(SEAL)



GG180266
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
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:

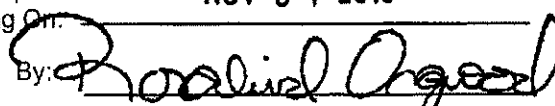
Name: Roger P. Riddlemoser	Phone: 754-321-4220
Name: Mary C. Coker	Phone: 754-321-0501

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

Maurice L. Woods - Chief Strategy & Operations Officer

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

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 1st 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

EE&G Environmental Services, LLC

(hereinafter referred to as "VENDOR"),
whose principal place of business is
5751 Miami Lakes Drive,
Miami Lakes, FL 33014

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	\$60 per hour
AHERA certified building inspector	\$60 per hour
EPA certified lead inspector	\$55 per hour
EPA certified lead abatement risk assessor	\$55 per hour
Florida licensed mold assessor	\$60 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: Basulto Management Consulting, Inc., Certificate # 7007-3836 to provide scheduling and program management including fieldwork and diagnostic 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: Jay W. Sall
EE&G Environmental Services, LLC
5751 Miami lakes Drive,
Miami Lakes, FL 33014

With a Copy to: Carolyn Bailey, Vice President
EE&G Environmental Services, LLC
5751 Miami lakes Drive,
Miami Lakes, FL 33014

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 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.

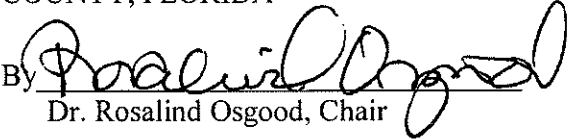
3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this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

ATTEST:


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., o=The School Board of
Broward County, Florida, ou=Office of the General Counsel,
email=janette.smith@browardschools.com, c=US
Date: 2016.10.24 15:28:26 -0400

FOR VENDOR

(Corporate Seal)



EE & G Environmental Services, LLC

ATTEST:

By *Carolyn Bailey*

_____, Secretary

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

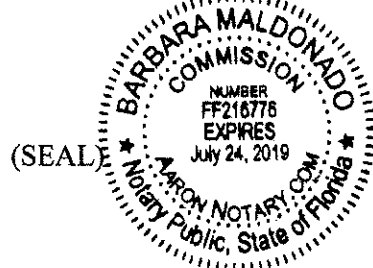
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 17th day of October, 2016 by Carolyn Bailey of

EE&G Environmental Services, LLC, 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: 7/24/2019



Barbara Maldonado
Signature - Notary Public

Barbara Maldonado
Printed Name of Notary

FF216776
Notary's Commission No.

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Exhibit “B”



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2019-07-23 10:05 - Regular School Board Meeting
AGENDA ITEM	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-2.

TITLE:
Recommendation for Renewal and Additional Spending Authority - 16-158C - Miscellaneous Environmental Consulting Services

REQUESTED ACTION:
Approve the first renewal, additional spending authority and contract assignment for the above Request for Proposal (RFP). Contract Term: December 1, 2016 through November 30, 2020. User Department: Environmental Health & Safety (EH&S). Additional Requested Amount: \$1,225,000; New Award Amount: \$2,805,000; Awarded Vendor(s): Air Quest Environmental, Inc.; Eco Advisor, LLC; EE&G Environmental Services, LLC; GLE & Associates, Inc.; Professional Services Industry, Inc.; Small/Minority/Women Business Enterprise Vendor(s): Air Quest Environmental Inc.

SUMMARY EXPLANATION AND BACKGROUND:
This request is to renew RFP 16-158C - Miscellaneous Environmental Consulting Services for one (1) additional year as per Article 2 - Special Condition 2.01 - term of the agreement which states that: " The term of the Agreement may, by mutual agreement between The School Board of Broward County, Florida, and Vendor, be extended for two (2) additional one (1) year periods; additional spending authority of \$1,225,000; and contract assignment to Partner Assessment Corporation d/b/a Eco Advisor, LLC.

A copy of the bid documents are available online at:
http://www.broward.k12.fl.us/supply/agenda/16-158C_MiscellaneousEnvironmentalConsultingServices.pdf

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

FINANCIAL IMPACT:
The financial impact to the District will be \$1,225,000. The contract award amount was \$1,580,000. The request is to increase the spending authority by \$1,225,000 bringing the new contract value to \$2,805,000. The funding source will come from EH&S operating budget and the SMART Program construction project budgets depending on the origin of the work. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the contract award amount.

EXHIBITS: (List)
(1) Executive Summary (2) Agreement (3) Approved ARF 11-1-2016 RSBM EE-7 (4) Financial Analysis Worksheet (5) Renewal Letters-5 (6) Vendor Evaluations-10

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

SOURCE OF ADDITIONAL INFORMATION:	
Name: Roger P. Riddlemoser	Phone: 754-321-4203
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: JUL 23 2019
By: *Heather P. Burkwood*
School Board Chair

Signature
Maurice Woods
7/15/2019, 2:06:03 PM

EXECUTIVE SUMMARY

Recommendation for Renewal and Additional Spending Authority 16-158C – Miscellaneous Environmental Consulting Services

Introduction

Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the recommendation for the first renewal of RFP 16-158C – Miscellaneous Environmental Consulting Services, of two (2) allowable one (1) year periods through November 30, 2020, additional spending authority, and contract assignment. The original term of this Bid is December 1, 2016 through November 30, 2019, with a spending authority of \$1,000,000. Additional spending authority was approved on June 12, 2018, for \$580,000.

The total requested additional spending authority for the current term and the renewal period of December 1, 2019 through November 30, 2020, is \$1,225,000.

Goods/Services Description

Responsible: Environmental Health & Safety (EH&S)

This Bid is used to provide testing, sampling, hazard assessments, inspections, surveillance, monitoring, and other consulting services for asbestos, lead-based paint, mold, indoor air quality (IAQ), radon, drinking water, and additional Industrial Hygiene (IH) services throughout the District. This includes typical District Environmental Health & Safety (EH&S) operational needs and the District's SMART program.

These environmental services will allow the District to comply with Environmental Protection Agency (EPA), Asbestos Hazard Emergency Response Act (AHERA), State of Florida Department of Environmental Protection (FDEP), Florida Department of Health (FDOH) and Broward County regulations for the identification and management of hazardous materials. AHERA regulations require visual inspection of known asbestos containing materials on a routine basis. EPA, FDEP, and County regulations require testing of building materials for the presence of asbestos prior to renovation or demolition activities that may disturb the materials. If asbestos-containing materials are identified, actions are taken to remove prior to the renovation or demolition project. FDOH and EPA requirements and guidelines on radon and drinking water. The District's SMART program has a significant number of school projects related to the demolition, renovation, and repairs of schools across the county. Inspection and surveillance of asbestos abatement and mold remediation projects will be required in many of these schools before construction can proceed. Radon and drinking water sampling will be required prior to occupancy.

The request to renew the contract and increase spending authority will ensure there are no lapses in coverage in the inspection and sampling, therefore necessary actions may be taken to support the removal of hazardous building materials focused upon asbestos-containing materials and lead-based paint. The execution of the SMART program has created a totally new set of scope and requirements for these services. In as much as nearly every primary project involves renovation and retrofit, a survey of existing and new conditions discovered is needed in every project.

Procurement Method

Responsible: PWS

The solicitation for this RFP ran from June 10, 2016 through July 13, 2016, where one thousand one hundred and forty-one (1141) vendors were notified, and forty-two (42) vendors downloaded the RFP documentation. Procurement & Warehousing Services (PWS) received eight (8) responses. The bid was awarded to the five (5) vendors who have complied with the terms, conditions, and specifications of the RFP. Including more than one (1) awardee allows for continuity of services if any vendor cannot comply with delivery requirements, specifications, or in emergency cases.

**Recommendation for Renewal and Additional Spending Authority
16-158C – Miscellaneous Environmental Consulting Services
July 23, 2019 Board Agenda
Page 2**

Among the awarded vendors, Air Quest Environmental, Inc. is a certified Small/Minority/Women Business Enterprise with the District.

Supplier evaluations were completed by EH&S staff with all evaluations good/positive.

**Financial Impact
Responsible: PWS and PPO**

The financial impact to the District will be \$1,225,000. The current contract award amount is \$1,580,000. The request to increase the spending authority by \$1,225,000 bring the new contract value to \$2,805,000.

Below is the breakdown for the total requested additional spending authority for the current term and the renewal period from December 1, 2019 to November 30, 2020:

Historical Average Monthly Expenditures	\$	49,655
<u>Number of months remaining on the current contract</u>		<u>6</u>
Estimated expenditure for six months remaining in current contract	\$	297,930
Minus (-)		
<u>Current Unused authorized spending</u>	\$	<u>140,000</u>
Estimated additional spending authority for the current term (A)	\$	157,930
Projected expenditures for SMART projects	\$	805,800
Plus (+)		
<u>Projected expenditures for EH&S operational projects</u>	\$	<u>260,750</u>
Projected expenditures SMART and EH&S projects 12/1/2019 to 11/30/2020 (B)	\$	1,066,550
<u>Total estimated additional spending authority (A + B)</u>	\$	<u>1,224,480</u>
<u>Total requested additional spending authority (rounded)</u>	\$	<u>1,225,000</u>

The contract was initially approved with the sole focus to provide typical district operational needs based on asbestos, indoor air quality (IAQ), and lead-based paint surveys. The initial amount requested, of \$1,000,000 for three (3) years, did not consider any additional needs such as surveys related to SMART projects. Due to the need for asbestos and lead-based paint survey reports, for the estimated one hundred and thirty-eight (138) new SMART projects, a spending authority increase of \$580,000 was approved, on June 12, 2018. The abatement surveillance costs were not considered in the June 2018 request as the status of the building materials (hazardous or non-hazardous) within the scope of work had not yet been determined through the survey report.

The scope of work for the one hundred and thirty-eight (138) new SMART projects was revised and significantly increased to include re-roofing, fire sprinklers, fire alarms, interior renovations, exterior surfaces, door and window upgrades, and discovery of unknown hazardous building materials. To date, surveys for one hundred and eight (108) of the one hundred and thirty-eight (138) new SMART projects have been completed at an average cost of \$4,600 per building material survey.

Recommendation for Renewal and Additional Spending Authority
16-158C – Miscellaneous Environmental Consulting Services
July 23, 2019 Board Agenda
Page 3

At this time, additional spending authority is requested to provide for the completion of the remaining thirty (30) SMART building material surveys and conduct oversight/monitoring of asbestos and/or lead-based paint abatement for an estimated one hundred and six (106) SMART projects anticipated to start construction on or before March 2021. The one hundred and six (106) new SMART projects which have been identified as requiring abatement surveillance based on the current scope of work in order to move forward with the planned SMART construction schedule. The average cost of abatement surveillance is \$6,300.

Below is the table with project details:

Activity	Sites/Projects	Average Fee	Total
SMART Building Material Surveys	30	\$4,600.00	\$138,000.00
SMART Abatement Monitoring	106	\$6,300.00	\$667,800.00
<i>SMART PROJECTS SUBTOTAL</i>			<i>\$805,800.00</i>

The typical District day-to-day operational projects by EH&S are separate from the SMART ongoing projects. The estimated cost for typical day-to-day EH&S operational projects for the additional renewal year has been generated in the table below.

Activity	Sites/Projects	Average Fee	Total
EHS AHERA three (3) Year Reinspection	30	\$3,500.00	\$105,000.00
EHS Surveys (School Choice/PPO)	15	\$1,250.00	\$18,750.00
EHS Abatement Monitoring (PPO)	10	\$2,500.00	\$25,000.00
EHS Radon Screening	50	\$1,500.00	\$75,000.00
EHS Lead/Microbe/etc. in Drinking Water	15	\$800.00	\$12,000.00
EHS Other (IAQ, IH Sampling, Emergency)	10	\$2,500.00	\$25,000.00
<i>EHS PROJECTS SUBTOTAL</i>			<i>\$260,750.00</i>

PWS is responsible for the management of the District contracts' spending authority. This action is performed through the unique BID ID issued per solicitation, which only has a new number assigned when a new solicitation is awarded. In a renewal, the original BID ID assigned to the contract does not change, therefore spending authority analysis is performed in its totality.

Funding for this Bid will come from Environmental Health & Safety operating budget and the SMART Program construction project budgets depending on the origin of the work. The amount requested was determined based on EH&S Department's requirements to satisfy the District's typical day-to-day operational needs, a comparison of expenditures from the previous bid term, and by coordinating with CBRE|Heery on the estimated SMART Program needs. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the contract award amount.

Exhibit “C”



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
E-4.

MEETING DATE	2020-01-14 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	E. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

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

TITLE:

Recommendation to Approve First Amendment to Agreement - 16-158C - Miscellaneous Environmental Consulting Services

REQUESTED ACTION:

Approve the recommendation of the above First Amendment to the Agreement. Contract Term: December 1, 2016 through November 30, 2020; User Department: Environmental Health & Safety (EH&S); Award Amount: \$2,805,000; Awarded Vendor(s): Air Quest Environmental, Inc.; Partner Assessment Corporation; EE&G Environmental Services, LLC; GLE & Associates, Inc.; Professional Services Industry, Inc.; Small/Minority/Women Business Enterprise Vendor(s): Air Quest Environmental Inc.

SUMMARY EXPLANATION AND BACKGROUND:

This request is to approve the contract assignment to Gallagher Bassett Environmental Services, Inc. for RFP 16-158C - Miscellaneous Environmental Consulting Services.
The Amendment to the agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.
A copy of the RFP documents are available online at: http://www.broward.k12.fl.us/supply/agenda/RFP_16-158C_MiscellaneousEnvironmentalConsultingServices.pdf

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no financial impact to the District.

EXHIBITS: (List)

(1) Executive Summary (2) Financial Analysis Worksheet (3) First Amendment to Agreement (4) Memo to Revise

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

SOURCE OF ADDITIONAL INFORMATION:	
Name: Roger P. Riddlemoser	Phone: 754-321-4203
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
1/13/2020, 3:46:32 PM

Approved In Open Board Meeting On:

JAN 14 2020

By: *Jane Ken*
School Board Chair

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS

January 13, 2020

TO: School Board Members

FROM: Maurice L. Woods *MLW*
Chief Strategy & Operations Officer

VIA: Robert W. Runcie *RWR*
Superintendent of Schools

SUBJECT: **REVISION TO E-4, RECOMMENDATION TO APPROVE FIRST AMENDMENT TO AGREEMENT – 16-158C – MISCELLANEOUS ENVIRONMENTAL CONSULTING SERVICES, FOR THE JANUARY 14, 2020, SCHOOL BOARD OPERATIONAL MEETING**

Attached is a revision to E-4, Recommendation to Approve First Amendment to Agreement – 16-158C – Miscellaneous Environmental Consulting Services, for the January 14, 2020, School Board Operational Meeting.

Exhibits:

- Replaced Vendor signature page 4 of 4

RWR/MLW/MCC:bm

cc: Senior Leadership Team

EXECUTIVE SUMMARY

Recommendation to Approve First Amendment to Agreement 16-158C – Miscellaneous Environmental Consulting Services

Introduction

Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the First Amendment to Agreement between EE&G Environmental Services, LLC, and The School Board of Broward County, Florida. This Request for Proposal (RFP) was approved by the School Board on November 1, 2016, for three (3) years with two (2) one (1) year renewal options. The original contract term the RFP is December 1, 2016 through November 30, 2019. The first renewal through November 30, 2020, was approved by the School Board on July 23, 2019. This request is for approval of contract assignment from EE&G Environmental Services LLC to Gallagher Bassett Services, Inc.

Goods/Services Description

Responsible: Environmental Health & Safety (EH&S)

This Bid is used to provide testing, sampling, hazard assessments, inspections, surveillance, monitoring, and other consulting services for asbestos, lead-based paint, mold, indoor air quality, radon, drinking water, and additional Industrial Hygiene services throughout the District. This includes typical District Environmental Health & Safety (EH&S) operational needs and the District's SMART program.

These environmental services allow the District to comply with the Environmental Protection Agency (EPA), Asbestos Hazard Emergency Response Act (AHERA), State of Florida Department of Environmental Protection (FDEP), Florida Department of Health (FDOH) and Broward County regulations for the identification and management of hazardous materials. AHERA regulations require visual inspection of known asbestos-containing materials on a routine basis. EPA, FDEP, and County regulations require testing of building materials for the presence of asbestos prior to renovation or demolition activities that may disturb the materials. If asbestos-containing materials are identified, actions are taken to remove prior to the renovation or demolition project. FDOH and EPA requirements and guidelines on radon and drinking water. The District's SMART program has a significant number of school projects related to the demolition, renovation, and repairs of schools across the county. Inspection and surveillance of asbestos abatement and mold remediation projects will be required in many of these schools before construction can proceed. Radon and drinking water sampling will be required prior to occupancy.

Procurement Method

Responsible: PWS

The solicitation for this RFP ran from June 10, 2016 through July 13, 2016, where one thousand one hundred and forty-one (1141) vendors were notified, and forty-two (42) vendors downloaded the RFP documentation. Procurement & Warehousing Services received eight (8) responses. The bid was awarded to the five (5) vendors who have complied with the terms, conditions, and specifications of the RFP. Including more than one (1) awardee allows for continuity of services if any vendor cannot comply with delivery requirements, specifications, or in emergency cases. On June 12, 2018, an additional spending authority of \$580,000 was approved by the School Board. On July 23, 2019, the first renewal through November 30, 2020, and an additional spending authority of \$1,225,000 was approved by the School Board.

**Recommendation to Approve First Amendment to Agreement
16-158C – Miscellaneous Environmental Consulting Services
January 14, 2020 Board Agenda
Page 2**

Among the awarded vendors, Air Quest Environmental, Inc. is a certified Small/Minority/Women Business Enterprise with the District.

**Financial Impact
Responsible: PWS and EH&S**

There is no financial impact to the District. Attached find the financial analysis worksheet as reference.

**FIRST AMENDMENT TO
AGREEMENT**

14th THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this day of *January*, 2019, 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

GALLAGHER BASSETT SERVICES, INC.
(hereinafter referred to as "Gallagher"),
a foreign corporation for profit authorized to do business in the State of Florida,
having its principal place of business at
2850 Golf Road
Rolling Meadows, IL 60008

WHEREAS, EE&G Environmental Services, LLC submitted a proposal in response to RFP 16-158C issued by SBBC and the parties entered into an Agreement dated November 1, 2016 (hereafter "Agreement"); and

WHEREAS, the Agreement's term, as renewed, is from December 1, 2016 through November 30, 2020; and

WHEREAS, the interests of EE&G Environmental Services, LLC in the Agreement have been acquired by Gallagher which desires to obtain SBBC's consent to the assignment of said interests to Gallagher; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement including the substitution of Gallagher for EE&G Environmental Services, LLC for the remainder of the Agreement's term through this First Amendment to Agreement (hereafter "Amendment").

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:

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 **Agreement Assignment.** Pursuant to Section 3.16 of the Agreement, SBBC consents to the assignment to Gallagher of all rights, duties and obligations of EE&G Environmental Services, LLC under the Agreement. All such rights, duties and obligations of EE&G Environmental Services, LLC are hereby assigned to Gallagher Bassett Services Inc.

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; then
- c) Addendum 2; then
- d) Addendum 1; then
- e) RFP 16-158C – Miscellaneous Environmental Consulting Services; then
- f) The proposal submitted by EE&G Environmental Services, LLC in response to RFP 16-158C.

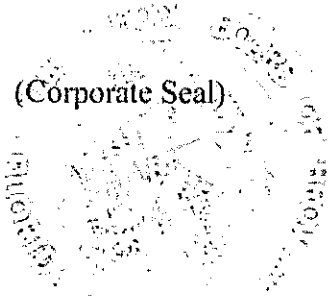
1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

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.


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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

(Corporate Seal)



ATTEST:

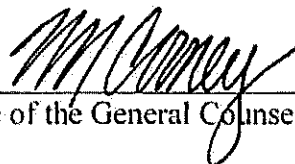

Robert W. Runcie, Superintendent of Schools

FOR SBBC:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Donna P. Korn, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR GALLAGHER

(Corporate Seal)

GALLAGHER BASSETT SERVICES INC.

ATTEST:

By *Carolyn Bailey*
Signature

, Secretary

Printed Name: Carolyn Bailey

-or-

Title: FL Regional Manager

[Signature]
Witness

Witness

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 13th day of January, 2019 by Carolyn Bailey of Gallagher Bassett Services 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.

My Commission Expires: 7/24/2023

[Signature]
Signature – Notary Public

(SEAL)



Barbara Maldonado
Printed Name of Notary

GG 335979
Notary's Commission No.

SECOND AMENDMENT TO AGREEMENT

THIS SECOND 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

PARTNER ASSESSMENT CORPORATION D/B/A ECO ADVISORS, LLC
(hereinafter referred to as “VENDOR”),
having its principal place of business at
611 Industrial Way West
Eatontown, New Jersey 07724

WHEREAS, on November 1, 2016, the SBBC approved separate agreements with five (5) separate vendors, including an agreement (the “Agreement”) with Eco Advisors, LLC (“Eco”), 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 Eco 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, in addition to approving the first renewal and extension of the term of all of the agreements and approving additional spending authority, Item EE-2 also approved the First Amendment which assigned the Agreement with Eco Advisors, LLC to Partner Assessment Corporation (“VENDOR”)(see those portions of Item EE-2 applicable to Eco and VENDOR attached hereto as **Exhibit “B”**); 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 Second 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.

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:

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 Second Amendment to Agreement; then
- b) First Amendment to Agreement; then
- c) 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 Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment to Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second 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:

**PARTNER ASSESSMENT
CORPORATION D/B/A ECO
ADVISORS, LLC**

ATTEST:

By [Signature]
Signature

, Secretary

Printed Name: Frank S. Romeo, Jr.

Title: President

[Signature]
-or-
Witness

[Signature]
Witness

STATE OF New Jersey

COUNTY OF Monmouth

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this September 15, 2020 (date) by Frank S. Romeo, Jr. / President (name) of officer or agent, title of officer or agent) of Partner Assessment Corp. D/B/A ECO Advisors (name of corporation acknowledging), a California (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 15th day of September, 2020.

My Commission Expires: 12/9/20 expiration date

Candice Katz
Signature – Notary Public

Candice Katz
Printed Name of Notary

(SEAL)

**CANDICE A. KATZ
NOTARY PUBLIC OF NEW JERSEY
ID # 2402932**

Notary's Commission No. My Commission Expires 12/9/2020

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
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: *Ronald Ogeed*
School Board Chair

EXECUTIVE SUMMARY

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

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 1st 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

Eco Advisors, LLC
(hereinafter referred to as "VENDOR"),
whose principal place of business is
3931 RCA Boulevard, Suite 3114
Palm Beach Gardens, FL 33410

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	\$115 per hour
AHERA certified management planner	\$65 per hour
AHERA certified building inspector	\$55 per hour
EPA certified lead inspector	\$65 per hour
EPA certified lead abatement risk assessor	\$65 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 firms: Engenuity Group, Certificate # 7007-7133 to provide surveying related to miscellaneous environmental services including environmental assessments, remediation and storage tanks, GCES Engineering Services, LLC, Certificate # 7007-6902 to provide collection and analysis of construction materials, Rocamar Engineering Services, Inc., Certificate # 7007-5927 to provide comprehensive mechanical, electrical, plumbing and fire protection services as well as construction management and indoor air quality services and Ace Blueprinting, Inc., Certificate # 7007-3022 to provide printing needs..

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: John Poggi, President
Eco Advisors, LLC
3931 RCA Boulevard, Suite 3114
Palm Beach Gardens, FL 33410

With a Copy to: Karen Meyer, Executive Vice President
Eco Advisors, LLC
3931 RCA Boulevard, Suite 3114
Palm Beach Gardens, FL 33410

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 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.

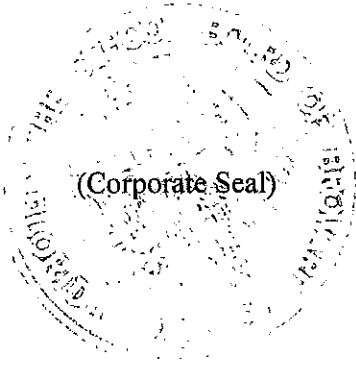
A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

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.

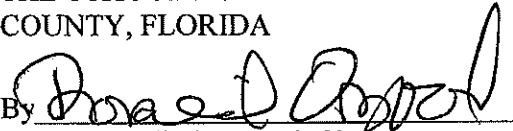
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.




(Corporate Seal)

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=janette.smith@browardschools.com, c=US
Date: 2018.10.24 15:03:49 -0400

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

Eco Advisors, LLC

ATTEST:

[Signature]
Secretary

By [Signature]
JOHN R. POGGI, PRESIDENT

[Signature]
Witness

[Signature]
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.

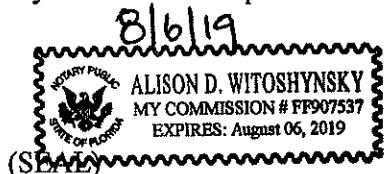
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18 day of October, 2016 by John R. Poggi of Eco Advisors LLC, on behalf of the corporation/agency.

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

My Commission Expires:



[Signature]
Signature - Notary Public

Alison D. Witoshynsky
Printed Name of Notary

FF 907537

Notary's Commission No.

Exhibit “B”



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE: 2019-07-23 10:05 - Regular School Board Meeting

Special Order Request
 Yes No

ITEM No.:
EE-2.

AGENDA ITEM: ITEMS

Time

CATEGORY: EE. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT: Procurement & Warehousing Services

Open Agenda
 Yes No

TITLE:
 Recommendation for Renewal and Additional Spending Authority - 16-158C - Miscellaneous Environmental Consulting Services

REQUESTED ACTION:
 Approve the first renewal, additional spending authority and contract assignment for the above Request for Proposal (RFP). Contract Term: December 1, 2016 through November 30, 2020. User Department: Environmental Health & Safety (EH&S). Additional Requested Amount: \$1,225,000; New Award Amount: \$2,805,000; Awarded Vendor(s): Air Quest Environmental, Inc.; Eco Advisor, LLC; EE&G Environmental Services, LLC; GLE & Associates, Inc.; Professional Services Industry, Inc.; Small/Minority/Women Business Enterprise Vendor(s): Air Quest Environmental Inc.

SUMMARY EXPLANATION AND BACKGROUND:
 This request is to renew RFP 16-158C - Miscellaneous Environmental Consulting Services for one (1) additional year as per Article 2 - Special Condition 2.01 - term of the agreement which states that: " The term of the Agreement may, by mutual agreement between The School Board of Broward County, Florida, and Vendor, be extended for two (2) additional one (1) year periods; additional spending authority of \$1,225,000; and contract assignment to Partner Assessment Corporation d/b/a Eco Advisor, LLC.

 A copy of the bld documents are available online at:
http://www.broward.k12.fl.us/supply/agenda/16-158C_MiscellaneousEnvironmentalConsultingServices.pdf

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

FINANCIAL IMPACT:
 The financial impact to the District will be \$1,225,000. The contract award amount was \$1,580,000. The request is to increase the spending authority by \$1,225,000 bringing the new contract value to \$2,805,000. The funding source will come from EH&S operating budget and the SMART Program construction project budgets depending on the origin of the work. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the contract award amount.

EXHIBITS: (List)
 (1) Executive Summary (2) Agreement (3) Approved ARF 11-1-2016 RSBM EE-7 (4) Financial Analysis Worksheet (5) Renewal Letters-5 (6) Vendor Evaluations-10

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

SOURCE OF ADDITIONAL INFORMATION:

Name: Roger P. Riddlemoser	Phone: 754-321-4203
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
 7/15/2019, 2:06:03 PM

Approved In Open Board Meeting On: JUL 23 2019
 By: *Heather P. Brinkford*
 School Board Chair

EXECUTIVE SUMMARY

Recommendation for Renewal and Additional Spending Authority 16-158C – Miscellaneous Environmental Consulting Services

Introduction

Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the recommendation for the first renewal of RFP 16-158C – Miscellaneous Environmental Consulting Services, of two (2) allowable one (1) year periods through November 30, 2020, additional spending authority, and contract assignment. The original term of this Bid is December 1, 2016 through November 30, 2019, with a spending authority of \$1,000,000. Additional spending authority was approved on June 12, 2018, for \$580,000.

The total requested additional spending authority for the current term and the renewal period of December 1, 2019 through November 30, 2020, is \$1,225,000.

Goods/Services Description

Responsible: Environmental Health & Safety (EH&S)

This Bid is used to provide testing, sampling, hazard assessments, inspections, surveillance, monitoring, and other consulting services for asbestos, lead-based paint, mold, indoor air quality (IAQ), radon, drinking water, and additional Industrial Hygiene (IH) services throughout the District. This includes typical District Environmental Health & Safety (EH&S) operational needs and the District's SMART program.

These environmental services will allow the District to comply with Environmental Protection Agency (EPA), Asbestos Hazard Emergency Response Act (AHERA), State of Florida Department of Environmental Protection (FDEP), Florida Department of Health (FDOH) and Broward County regulations for the identification and management of hazardous materials. AHERA regulations require visual inspection of known asbestos containing materials on a routine basis. EPA, FDEP, and County regulations require testing of building materials for the presence of asbestos prior to renovation or demolition activities that may disturb the materials. If asbestos-containing materials are identified, actions are taken to remove prior to the renovation or demolition project. FDOH and EPA requirements and guidelines on radon and drinking water. The District's SMART program has a significant number of school projects related to the demolition, renovation, and repairs of schools across the county. Inspection and surveillance of asbestos abatement and mold remediation projects will be required in many of these schools before construction can proceed. Radon and drinking water sampling will be required prior to occupancy.

The request to renew the contract and increase spending authority will ensure there are no lapses in coverage in the inspection and sampling, therefore necessary actions may be taken to support the removal of hazardous building materials focused upon asbestos-containing materials and lead-based paint. The execution of the SMART program has created a totally new set of scope and requirements for these services. In as much as nearly every primary project involves renovation and retrofit, a survey of existing and new conditions discovered is needed in every project.

Procurement Method

Responsible: PWS

The solicitation for this RFP ran from June 10, 2016 through July 13, 2016, where one thousand one hundred and forty-one (1141) vendors were notified, and forty-two (42) vendors downloaded the RFP documentation. Procurement & Warehousing Services (PWS) received eight (8) responses. The bid was awarded to the five (5) vendors who have complied with the terms, conditions, and specifications of the RFP. Including more than one (1) awardee allows for continuity of services if any vendor cannot comply with delivery requirements, specifications, or in emergency cases.

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16-158C – Miscellaneous Environmental Consulting Services
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Among the awarded vendors, Air Quest Environmental, Inc. is a certified Small/Minority/Women Business Enterprise with the District.

Supplier evaluations were completed by EH&S staff with all evaluations good/positive.

Financial Impact
Responsible: PWS and PPO

The financial impact to the District will be \$1,225,000. The current contract award amount is \$1,580,000. The request to increase the spending authority by \$1,225,000 bring the new contract value to \$2,805,000.

Below is the breakdown for the total requested additional spending authority for the current term and the renewal period from December 1, 2019 to November 30, 2020:

Historical Average Monthly Expenditures	\$ 49,655
Number of months remaining on the current contract	<u>6</u>
Estimated expenditure for six months remaining in current contract	\$ 297,930
Minus (-)	
Current Unused authorized spending	<u>\$ 140,000</u>
Estimated additional spending authority for the current term (A)	\$ 157,930
Projected expenditures for SMART projects	\$ 805,800
Plus (+)	
Projected expenditures for EH&S operational projects	<u>\$ 260,750</u>
Projected expenditures SMART and EH&S projects 12/1/2019 to 11/30/2020 (B)	\$ 1,066,550
Total estimated additional spending authority (A + B)	<u>\$ 1,224,480</u>
Total requested additional spending authority (rounded)	<u>\$ 1,225,000</u>

The contract was initially approved with the sole focus to provide typical district operational needs based on asbestos, indoor air quality (IAQ), and lead-based paint surveys. The initial amount requested, of \$1,000,000 for three (3) years, did not consider any additional needs such as surveys related to SMART projects. Due to the need for asbestos and lead-based paint survey reports, for the estimated one hundred and thirty-eight (138) new SMART projects, a spending authority increase of \$580,000 was approved, on June 12, 2018. The abatement surveillance costs were not considered in the June 2018 request as the status of the building materials (hazardous or non-hazardous) within the scope of work had not yet been determined through the survey report.

The scope of work for the one hundred and thirty-eight (138) new SMART projects was revised and significantly increased to include re-roofing, fire sprinklers, fire alarms, interior renovations, exterior surfaces, door and window upgrades, and discovery of unknown hazardous building materials. To date, surveys for one hundred and eight (108) of the one hundred and thirty-eight (138) new SMART projects have been completed at an average cost of \$4,600 per building material survey.

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16-158C – Miscellaneous Environmental Consulting Services
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At this time, additional spending authority is requested to provide for the completion of the remaining thirty (30) SMART building material surveys and conduct oversight/monitoring of asbestos and/or lead-based paint abatement for an estimated one hundred and six (106) SMART projects anticipated to start construction on or before March 2021. The one hundred and six (106) new SMART projects which have been identified as requiring abatement surveillance based on the current scope of work in order to move forward with the planned SMART construction schedule. The average cost of abatement surveillance is \$6,300.

Below is the table with project details:

Activity	Sites/Projects	Average Fee	Total
SMART Building Material Surveys	30	\$4,600.00	\$138,000.00
SMART Abatement Monitoring	106	\$6,300.00	\$667,800.00
<i>SMART PROJECTS SUBTOTAL</i>			<i>\$805,800.00</i>

The typical District day-to-day operational projects by EH&S are separate from the SMART ongoing projects. The estimated cost for typical day-to-day EH&S operational projects for the additional renewal year has been generated in the table below.

Activity	Sites/Projects	Average Fee	Total
EHS AHERA three (3) Year Reinspection	30	\$3,500.00	\$105,000.00
EHS Surveys (School Choice/PPO)	15	\$1,250.00	\$18,750.00
EHS Abatement Monitoring (PPO)	10	\$2,500.00	\$25,000.00
EHS Radon Screening	50	\$1,500.00	\$75,000.00
EHS Lead/Microbe/etc. in Drinking Water	15	\$800.00	\$12,000.00
EHS Other (IAQ, IH Sampling, Emergency)	10	\$2,500.00	\$25,000.00
<i>EHS PROJECTS SUBTOTAL</i>			<i>\$260,750.00</i>

PWS is responsible for the management of the District contracts' spending authority. This action is performed through the unique BID ID issued per solicitation, which only has a new number assigned when a new solicitation is awarded. In a renewal, the original BID ID assigned to the contract does not change, therefore spending authority analysis is performed in its totality.

Funding for this Bid will come from Environmental Health & Safety operating budget and the SMART Program construction project budgets depending on the origin of the work. The amount requested was determined based on EH&S Department's requirements to satisfy the District's typical day-to-day operational needs, a comparison of expenditures from the previous bid term, and by coordinating with CBRE|Heery on the estimated SMART Program needs. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the contract award amount.

**FIRST AMENDMENT TO
AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this 23rd day of July, 2019, 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

PARTNER ASSESSMENT CORPORATION
d/b/a ECO ADVISORS, LLC
(hereinafter referred to as "Partner"),
a foreign corporation for profit authorized to do business in the State of Florida,
having its principal place of business at
611 Industrial Way West
Eatontown, New Jersey 07724

WHEREAS, Eco Advisors, LLC submitted a proposal in response to RFP 16-158C issued by SBBC and the parties entered into an Agreement dated November 1, 2016 (hereafter "Agreement"); and

WHEREAS, the Agreement's term is from December 1, 2016 through November 30, 2019; and

WHEREAS, the interests of Eco Advisors, LLC in the Agreement have been acquired by Partner which desires to obtain SBBC's consent to the assignment of said interests to Partner; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement including the substitution of Partner for Eco Advisors, LLC for the remainder of the Agreement's term through this First Amendment to Agreement (hereafter "Amendment").

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:

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 **Agreement Assignment.** Pursuant to Section 3.16 of the Agreement, SBBC consents to the assignment to Partner of all rights, duties and obligations of Eco Advisors, LLC under the Agreement. All such rights, duties and obligations of Eco Advisors, LLC are hereby assigned to Partner Assessment Corporation DBA Eco Advisors, LLC.

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; then
- c) Addendum 2; then
- d) Addendum 1; then
- e) RFP 16-158C – Miscellaneous Environmental Consulting Services; then
- f) The proposal submitted by Eco Advisors, LLC in response to RFP 16-158C.

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.

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]


FOR SBBC:

(Corporate Seal)

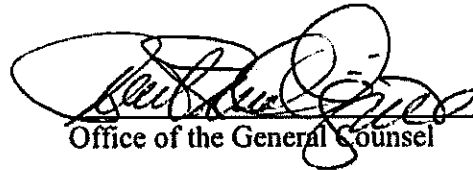
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Heather P. Brinkworth, Chair

ATTEST:

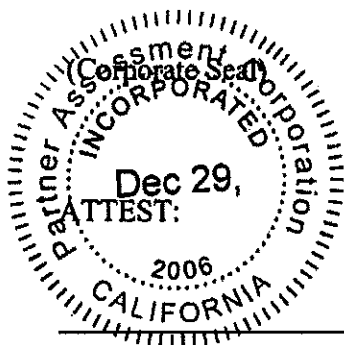

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 05/22/19
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR PARTNER



PARTNER ASSESSMENT
CORPORATION
d/b/a ECO ADVISORS, LLC

By [Signature]
Signature

Printed Name: Frank S. Romeo, Jr.

Title: President

_____, Secretary

-or-

[Signature]
Witness

[Signature]
Witness

STATE OF New Jersey

COUNTY OF Monmouth

The foregoing instrument was acknowledged before me this 20th day of
May, 2019 by Frank S. Romeo Jr. of
Name of Person

Partner Assessment Corporation on behalf of the corporation/agency. He/She is personally

known to me or produced K.T.M. as identification and did/did
not first take an oath. Type of Identification

My Commission Expires: 12/9/20

[Signature]
Signature - Notary Public

Candice Katz
Printed Name of Notary

CANDICE A. KATZ
NOTARY PUBLIC OF NEW JERSEY

Notary's Commission No. ID: # 2402932
My Commission Expires 12/9/2020

(SEAL)

S:/v/allwork-use/contracts/review/1819year/190514partneramendment