

**CONTRACT BETWEEN**  
**THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**  
**AND**  
**FLORIDA METRO CONSTRUCTION CO. INC.**  
**FOR**  
**PETROLEUM, TANKS, AND ENVIRONMENTAL SERVICES**  
**RFP No. 23C-001V**

This Contract entered into this 21st day of September 2022, between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic of the State of Florida (hereinafter referred to as "School Board"), and FLORIDA METRO CONSTRUCTION CO. INC., a Florida Corporation authorized to transact business in Florida and located at 140 SW First Avenue, Deerfield Beach, FL 33004 (hereinafter referred to as the "CONTRACTOR"), to provide Petroleum, Tanks and Environmental Services.

**SECTION I – Contract Documents & Term of Contract**

- 1.1 The Contract Documents consist of the Contents of the Published Request for Proposal including, but not limited to, the Contract, General Conditions, Supplementary Conditions and Special Conditions, all Exhibits and Appendices submitted with the CONTRACTOR's Proposal in response to Request for Proposal Document, all applicable School Board Policies, School Board approved Educational Specifications, Florida Administrative Code (FAC), and all other applicable specifications in effect at the time of the execution of this Contract, as well as any changes to FAC during the term of this Contract. These materials form the Contract Documents and all are fully a part of the Contract as if attached to this Contract or repeated herein. To the extent that any conflict exists between the provisions of this Contract and the documents incorporated by reference, the order of precedence is as follows: 1) this Contract, 2) the above referenced Request for Proposal, including any addenda, 3) any School District ordering or authorizing documents such as purchase orders, and 4) CONTRACTOR's response to the RFP, including any appendix and exhibits.

This Contract shall be for the term beginning October 16, 2022 (the "Effective Date") and ending on October 15, 2025 (the "Expiration Date"). Provided this Contract has not been terminated pursuant to any other provision of this Contract, the SCHOOL BOARD shall have the option to renew the Contract for two (2) additional 1-year terms, provided the SCHOOL BOARD's authorized agent delivers written notice of its decision to exercise its option to renew to CONTRACTOR 120 days prior to the end of the initial term of the contract. Thereafter, the Parties must execute a written amendment to this Contract for the renewal term. All percentages and hourly rates shall remain unchanged for the entire length of the contract and the renewal term. The District may in its sole discretion make an equitable adjustment in the pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace that is by circumstances that satisfy all of the following:

1. The volatility is due to causes wholly beyond the successful bidder's control.
2. The volatility affects the marketplace or industry, not just the particular successful bidder source of supply.
3. The effect on pricing or availability of supply is substantial.
4. The volatility so affects the successful bidder that continued performance of the contract would result in

a substantial loss.

Any adjustment would require irrefutable evidence and written approval by the Director of Purchasing.

If an adjustment to pricing is granted, beginning quarterly on dates agreed to between the District and the awardee, the awardee shall provide the Director of Purchasing with written justification to continue the pricing adjustment. If awardee does not provide the quarterly update, pricing shall revert back to the original pricing submitted by the awardee.

## **SECTION II – Scope & Cost of Services**

- 2.1 The CONTRACTOR shall provide a Petroleum, Tanks and Environmental Services as set forth in Exhibit "A", attached hereto and as specified in CONTRACTOR's proposal, in response to RFP No. 23C-001V, which is incorporated herein by this reference. The CONTRACTOR shall be paid for services as set forth in Exhibit "B", attached hereto and made a part hereof.

## **SECTION III - Insurance**

- 3.1 Insurance will be required as stated below. SCHOOL BOARD shall be named as an additional insured. CONTRACTOR shall provide the Certificates(s) of Insurance for required coverages within seven (7) days of the date of request by the Purchasing Department, but in any respect at least thirty (30) days prior to the commencement of any Term.

In the event of loss, damage or injury to the CONTRACTOR(s) and/or the CONTRACTOR's property, the CONTRACTOR(s) shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The CONTRACTOR's insurance coverage shall be primary and noncontributory. Proof of the following insurance will be furnished by CONTRACTOR(s) to the School Board of Palm Beach County by Certificate of Insurance. The School Board shall be named as an additional insured.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County, Purchasing Department by email ([insurancecertificate@palmbeachschools.org](mailto:insurancecertificate@palmbeachschools.org)), or fax (561-963-3823), and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

- A. WORKERS' COMPENSATION:** CONTRACTOR must comply with Section 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits or elective exemptions as defined in Florida Statute 440 will be considered on a case by case basis.

Required Endorsements:

- Waiver of Subrogation – WC 00 03 13 or its equivalent

- B. COMMERCIAL GENERAL LIABILITY:** CONTRACTOR shall procure and maintain for the life of the contract, Commercial General Liability Insurance with insurance carriers that have an AM Best rating of A- VIII or higher. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. General aggregate limit applies per policy or per project. Location is not acceptable. **THE SCHOOL BOARD OF PALM**

**BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, \$2,000,000 aggregate, for Bodily Injury Liability and Property Damage Liability.

**Required Endorsements:**

- o Additional Insured – CG 20 26 or CG 20 10 and CG 20 37 or their equivalents.

Note: CG 20 10 or CG 20 26 must be accompanied by CG 20 37 to include products/completed operations.

- o Waiver of Transfer Rights of Recovery – CG 24 04 or its equivalent.
- o Primary and noncontributory – CG 20 01 or its equivalent.

Note: If blanket endorsements are being submitted, please include the entire endorsement and applicable policy number.

**C. BUSINESS AUTOMOBILE LIABILITY: CONTRACTOR shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence. This coverage shall be an "Any Auto" form policy or a form policy that includes "Scheduled Autos, Hired Autos, and Non-Owned Autos" coverage. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we require an affidavit signed by the contractor indicating the following:

\_\_\_\_\_ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, \_\_\_\_\_ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

**D. PROFESSIONAL LIABILITY: CONTRACTOR shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$1,000,000 with a deductible not to exceed \$10,000. The deductible shall be the responsibility of the insured. Any deductible in excess of \$10,000 must be approved by Risk Management.**

This policy must be continued or tail coverage provided for two years after completion of the project.

**E. POLLUTION LEGAL LIABILITY: Awarded vendors shall procure and maintain Contractor's pollution legal liability for the life of the contract of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The awarded vendor agrees the policy shall include a minimum three (3) year discovery (tail) reporting period. The awarded vendor agrees that the retroactive date equals or proceeds the effective date of the contract, or the performance**

of services within this contract. The awarded vendor agrees the deductible shall not exceed \$25,000.

**E. WAIVER OF SUBROGATION:** CONTRACTOR hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the CONTRACTOR's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

NOTE: The terms and conditions of this agreement shall apply with respect to CONTRACTOR'S operations for any school or ancillary owned by the School Board of Palm Beach County.

#### **SECTION IV – E-Verify**

- 4.1 Pursuant to Fla. Stat. §448.095, Contractor agrees that it shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees during the term of this contract or solicitation
- 4.2 Pursuant to Fla. Stat. §448.095, if Contractor enters into a contract with a subcontractor(s) for the labor, supplies or services provided under this contract or solicitation, Contractor must require that the subcontractor(s) provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor understands that Contractor must maintain a copy of such affidavit for the duration of the contract or solicitation.
- 4.3 If School Board has a good faith belief that the Contractor has knowingly violated Fla. Stat. §448.09, School Board shall terminate the contract with the Contractor. The Contractor is liable for any additional costs incurred by the School Board as a result of a termination of this contract or solicitation pursuant to §448.095(2)(f) .
- 4.4 If School Board has a good faith belief that a subcontractor(s) has knowingly violated §448.095, but Contractor has otherwise complied with this subsection, School Board shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor(s).

#### **SECTION V – Indemnification & Hold Harmless**

- 5.1 CONTRACTOR shall, in addition to any other obligation to indemnify The SCHOOL BOARD and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the SCHOOL BOARD, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
  - a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged negligent act or omission of the CONTRACTOR, CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
  - b. violation of law, statute, ordinance, governmental administration order, rule or regulation by

CONTRACTOR in the performance of the work; or

- c. liens, claims or actions made by the CONTRACTOR or any subcontractor or other party performing the work; or
- d. claims by third parties (including, but not limited to, CONTRACTOR's employees or subcontractors) based upon an alleged breach by CONTRACTOR of any agreement with such third party (e.g., an employment agreement or licensing agreement), or allegation that CONTRACTOR's provision of services to the SCHOOL BOARD pursuant to the Contract infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of the third party.

- 5.2 The indemnification obligations hereunder will not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the CONTRACTOR of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.
- 5.3 CONTRACTOR recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the SCHOOL BOARD in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Contract.

#### **SECTION VI –Termination of Contract**

- 6.1 The SCHOOL BOARD reserves the right to terminate this Contract for convenience, at any time and for no reason, upon giving thirty (30) days prior written notice to CONTRACTOR. If the Contract is terminated for convenience as provided herein, the SCHOOL BOARD shall be relieved of all obligations under the Contract. The SCHOOL BOARD will only be required to pay to the CONTRACTOR that amount of the Contract actually satisfactorily performed to the date of termination. The CONTRACTOR shall not be entitled under any theory to payment for work not actually performed or lost profits.
- 6.2 If the CONTRACTOR materially breaches its obligations under this Contract, the Superintendent will provide written notice of the deficiency by forwarding a notice citing the specific nature of the material breach. The CONTRACTOR shall have thirty (30) days to cure the breach. If the CONTRACTOR fails to cure the breach within the thirty (30) day period, the Superintendent shall issue a Notice of Termination for Default. Once the Superintendent has notified the CONTRACTOR that it has materially breached its Contract with the SCHOOL BOARD, the Superintendent shall recommend to the SCHOOL BOARD that it terminates the Contract for Cause. Notwithstanding the foregoing, the SCHOOL BOARD reserves the right to terminate this Contract immediately with cause if necessary to protect the health, safety, and/or welfare of the School District's students or employees. The SCHOOL BOARD shall review and consider the Superintendent's recommendation and determine whether the CONTRACTOR should be suspended from doing future work with the SCHOOL BOARD, and if so, for what period of time. The SCHOOL BOARD will consider the seriousness of the breach in making a determination as to whether a CONTRACTOR should be debarred, and if so, for what period of time. Should the SCHOOL BOARD terminate for default in accordance with this provision, the SCHOOL BOARD shall be entitled to recover procurement costs in addition to all other remedies under law and/or equity. For purposes of this Section, a "material breach" will be defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract.
- 6.3 The CONTRACTOR shall have the option to terminate the Contract upon written notice to the Director of Purchasing. Such notice must be received at least sixty (60) days prior to the effective date of termination. Early termination of the Contract by the CONTRACTOR may result in removal from bidders/responder list and may result in CONTRACTOR being debarred as set forth in Section IX.

## **SECTION VII - Funding Out**

- 7.1 The performance by the SCHOOL BOARD of its obligations under this Contract shall be subject to and contingent upon the availability of funds appropriated by the SCHOOL BOARD for each year of this Contract. In the event the SCHOOL BOARD does not approve funding for any subsequent fiscal year, this Contract will terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The SCHOOL BOARD will notify the CONTRACTOR in writing after the adoption of the final SCHOOL BOARD budget for each subsequent fiscal year if funding is not approved for this Contract.

## **SECTION VIII – Jessica Lunsford Act**

- 8.1 CONTRACTOR, its employees, agents, principals, contractors and subcontractors who are permitted access on school grounds when students are present, who may have direct contact with any student of the SCHOOL BOARD, or who may have access to or control of school funds must be fingerprinted and background checked. CONTRACTOR agrees and understands that its employees, agents, principals, contractors and subcontractors must undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by the Fieldprint Inc., at the sole cost of CONTRACTOR. The report of the results will be immediately transmitted to the School District's Police Department, which will be the sole determiner of clearance. CONTRACTOR agrees and understands that it will not begin providing services contemplated by the Contract until CONTRACTOR receives notice of clearance by the SCHOOL BOARD and is issued School District badges. Compliance requiring all CONTRACTOR's employees, agents, principals, contractors and subcontractors to register as a visitor before entering SCHOOL BOARD property and proper display of School District badges will be strictly enforced. Neither the SCHOOL BOARD, nor its members, officers, employees, or agents, will be liable under any legal theory for any kind of claim whatsoever for the rejection of CONTRACTOR's employees, agents, principals, contractors and subcontractors (or discontinuation of CONTRACTOR's services) on the basis of these compliance obligations. CONTRACTOR agrees that neither it, nor any of its employees, agents, principals, contractors and subcontractors of the CONTRACTOR who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

## **SECTION IX - Debarment**

- 9.1 SCHOOL BOARD shall have the authority to debar the CONTRACTOR for cause from consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

## **SECTION X – Commercial Non-Discrimination**

- 10.1 CONTRACTOR shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers. CONTRACTOR shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector subcontracting opportunities, provided that nothing contained in this clause will prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in Palm Beach County School Board Policy 6.143. CONTRACTOR understands and agrees that violation of this clause is a material breach of contract and may result in contract termination, debarment, or other sanctions.

- 10.2 Upon the SCHOOL BOARD's request, and upon the filing of a complaint against CONTRACTOR pursuant to Palm Beach County School Board Policy 6.144, CONTRACTOR agrees to provide the SCHOOL BOARD, within sixty (60) calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that CONTRACTOR has used in the past five years on any of its contracts that were undertaken within the SCHOOL BOARD's relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by CONTRACTOR for each subcontract or supply contract. CONTRACTOR agrees to fully cooperate in any investigation conducted by the SCHOOL BOARD pursuant to this Policy. CONTRACTOR understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, and other sanctions.

#### **SECTION XI - Amendment**

- 11.1 No modification, amendment, or alteration in the terms or conditions contained in this Contract will be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed on behalf of each party hereto.

#### **SECTION XII - LEGAL REQUIREMENTS**

- 12.1 It's the responsibility of the CONTRACTOR to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and Board Policies that in any manner affect the items covered herein. Specifically, proposer(s) is to adhere to Board Policies 3.12 and 3.13, with respect to any criminal arrests and convictions, and is on notice that any employees failing the employee screening under Chapter 435, Florida Statutes, are precluded from providing services to the District and must be replaced. The CONTRACTOR's failure to comply may result in the immediate termination of the contract at the sole discretion of the Board. Lack of knowledge by the proposer(s) will in no way constitute cause for relief from responsibility.

#### **SECTION XIII - Assignment**

- 13.1 Neither this Contract nor any right or interest herein may be assigned, transferred, or encumbered by either Party without the prior written consent of the other Party. The CONTRACTOR agrees and understands that it will not make any partial assignments of this Contract including, without limitation, the partial assignment of any right to receive payments or compensation from the SCHOOL BOARD.

#### **SECTION XIV- Inspector General**

- 14.1 CONTRACTOR agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with SCHOOL BOARD funds ("Information and Records"). The CONTRACTOR shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining Information and Records that are in the possession, custody, or control of the CONTRACTOR or its subcontractor. The CONTRACTOR understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: <http://www.palmbeachschools.org/policies/>.



#### **SECTION XV – Waiver of Jury Trial, Venue & Choice of Law**

- 15.1 EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT.
- 15.2 This Contract will be construed in accordance with the laws of the State of Florida, without regard to conflict of laws provisions.
- 15.3 If any litigation results from this Contract, the Parties must submit to the jurisdiction of the State Courts of the 15th Judicial Circuit and exclusive venue will lie in Palm Beach County, Florida.

#### **SECTION XVI – Public Records Law**

- 16.1 The CONTRACTOR agrees and understands that it shall:
- a. Keep and maintain public records that ordinarily and necessarily would be required by the SCHOOL BOARD in order to perform the service under this Contract.
  - b. Upon request from the SCHOOL BOARD's custodian of public records, CONTRACTOR shall provide SCHOOL BOARD with a copy of the requested records or allow the 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.
  - c. 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 contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the Board.
  - d. Upon completion of the CONTRACTOR, transfer, at no cost, to the SCHOOL BOARD all public records in possession of the CONTRACTOR or keep and maintain public records required by the SCHOOL BOARD to perform the service. If the CONTRACTOR transfers all public records to SCHOOL BOARD upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the SCHOOL BOARD, upon request from the SCHOOL BOARD's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.
- 16.2 Failure of CONTRACTOR to abide by these terms for public records will be deemed a material breach of this Contract. This provision will survive any termination or expiration of this Contract. In the event of a dispute regarding the enforcement of this provision where the CONTRACTOR has unlawfully refused to comply with the public records request within a reasonable time, the SCHOOL BOARD shall be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the CONTRACTOR as authorized by 119.0701, Fla. Stat.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, IT MUST**



**CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE  
SCHOOL BOARD AT 561-629-8585,  
PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL  
BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406.**

**SECTION XVII - Miscellaneous**

- 17.1 Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Contract will be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Contract.
- 17.2 Each person signing this Contract on behalf of either Party individually warrants that he or she has full legal power to execute this Contract 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 Contract.
- 17.3 This Contract is binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 17.4 The captions, section numbers, article numbers, title, and headings appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Contract, nor in any way effect this Contract and must not be construed to create a conflict with the provisions of this Contract.
- 17.5 Each party must comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Contract.
- 17.6 The contract documents incorporate and include 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 Contract that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof will be predicated upon any prior representations or agreements, whether oral or written.
- 17.7 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 Contract. None of the Parties intend to directly or substantially benefit a third party by this Contract. The Parties agree that there are no third-party beneficiaries to this Contract and that no third party will be entitled to assert a claim against any of the Parties based upon this Contract. Nothing herein will be construed as consent by the SCHOOL BOARD to be sued by third parties in any matter arising out of the Contract.
- 17.8 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 will 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 SCHOOL BOARD: Director of Purchasing Department  
The School District of Palm Beach County  
3300 Forest Hill Blvd., Suite A323  
West Palm Beach, FL 33406



With a copy to: Office of the General Counsel  
The School Board of Palm Beach County  
3300 Forest Hill Blvd., Suite C306  
West Palm Beach, FL 33406

To CONTRACTOR: Heather J. Green, Vice President  
Florida Metro Construction Company, Inc.  
140 S.W. 1ST Avenue  
Dania Beach, FL 33004-3632

- 17.9 The CONTRACTOR agrees that upon termination or expiration of the Contract it shall return to the SCHOOL BOARD all data provided by the SCHOOL BOARD, in a useable electronic form, and erase, destroy, and render unreadable all SCHOOL BOARD data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available fire restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of the CONTRACTOR. During the term of the Contract, each party will be responsible for compliance with any public documents request served upon it pursuant to section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. The SCHOOL BOARD reserves the right to terminate the Contract for cause if the CONTRACTOR fails to comply with public records requests in violation of this provision.
- 17.10 The CONTRACTOR shall ensure that any electronic data that it receives from or collects on behalf of the SCHOOL BOARD that will be stored in the cloud or in a data center, will be maintained and stored within the continental United States in a location that has appropriate infrastructure and security obligations and practices (business continuity, encryption, firewalls, physical security, etc.) that will minimize privacy or security breaches or the likelihood that the data will be at risk of being compromised. The CONTRACTOR shall ensure that the SCHOOL BOARD's data will only be accessed by CONTRACTOR's employees, subcontractors, or agents who have a legitimate basis for accessing such data.
- 17.11 In the event any one or more of the provisions contained in this Contract are determined for any reason to be held to be invalid, illegal, unlawful, unenforceable, or void in any respect, the invalidity, illegality, unenforceability, or unlawful or void nature of that provision shall not affect any other provision and this Contract must be considered as if such invalid, illegal, unlawful, unenforceable, or void provision had never been included herein.
- 17.12 The CONTRACTOR is, for all purposes arising under this Contract, an independent CONTRACTOR and the CONTRACTOR retains control over the manner and means of carrying out the CONTRACTOR's responsibilities herein. The CONTRACTOR and its officers, agents, or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents, or employees of the SCHOOL BOARD. No officer, agent, or employee of the CONTRACTOR or SCHOOL BOARD shall be deemed an officer, agent, or employee of the other party. Neither CONTRACTOR, nor any of its officers, agents, or employees thereof, shall be entitled to any benefits to which employees of the SCHOOL BOARD are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave, or other leave benefits.
- 17.13 All reports, studies, information, data, statistics, forms, designs, plans, procedures, and other materials submitted to the CONTRACTOR for the SCHOOL BOARD pursuant to this Contract will be the sole and exclusive property of the SCHOOL BOARD. No such materials produced, either in whole or part, under this Contract will be subject to private use, copyright, or patent right by the CONTRACTOR in the United States or in any other country without the express written consent of the SCHOOL BOARD. The SCHOOL BOARD reserves the unrestricted authority to publish, disclose, distribute, and otherwise use, copyright, or patent any such materials produced by the CONTRACTOR under this Contract.

17.14 The failure of either party to insist on strict performance of any covenant or conditions herein must not be construed as a waiver of such covenants or conditions for any instance.

17.15 Funding for this Contract and the individual POs may be provided in whole or in part by one or more U.S. Government funding agencies. As a result, CONTRACTOR shall comply with the applicable laws and regulations listed below, the entire terms and conditions of which are fully incorporated herein:

Rights to Inventions Made Under a Contract or Agreement  
Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)  
Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)  
Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)  
Byrd Anti-Lobbying Amendments (31 U.S.C. 1352)  
Energy Policy and Conservation Act (42 U.S.C. 6201)

17.16 CONTRACTOR agrees and understands that it will not to use any of the good or services provided under these Contract Documents as a part of any commercial advertising. Except with the SCHOOL BOARD's prior approval, CONTRACTOR agrees not to refer in its public statements or commercial advertising to the fact that it was awarded a contract with the SCHOOL BOARD or to imply in any manner that the SCHOOL BOARD endorses CONTRACTOR's products or services.

17.17 This Contract must not be construed against the party who drafted the same as both parties have had experts of their choosing review the same.

#### SECTION XVIII – FEMA

18.1 Funding for this Agreement and the individual POs may be provided in whole or in part by one or more U.S. Government funding agencies. CONTRACTOR may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or other emergency situation. During the performance of this Contract, CONTRACTOR accepts these Special Conditions required by the Federal Emergency Management Agency (FEMA).

##### A. Equal Employment Opportunity (if applicable)

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Nondiscrimination clause.
2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.



3. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.
4. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or CONTRACTOR. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or CONTRACTOR as a result of such direction by the administering agency, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal Opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of CONTRACTORS and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTORS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. Compliance with the Davis-Bacon Act (if applicable)

1. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. CONTRACTOR shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. CONTRACTORS are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, CONTRACTORS are required to pay wages not less than once a week.

C. Compliance with the Copeland "Anti-Kickback" Act (if applicable)

1. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12

D. Compliance with the Contract Work Hours and Safety Standards Act (if applicable)

1. Overtime requirements. No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such



laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.
  3. Withholding for unpaid wages and liquidated damages. CONTRACTOR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
  4. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- E. Compliance with the Clean Air Act (if applicable)
1. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  2. CONTRACTOR agrees to report each violation to SCHOOL BOARD and understands and agrees that SCHOOL BOARD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- F. Compliance with the Federal Water Pollution Control Act (if applicable)
1. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  2. CONTRACTOR agrees to report each violation and understands and agrees that CONTRACTOR will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.



3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

G. Suspension and Debarment (if applicable)

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, CONTRACTOR is required to verify that none of CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. Recovered Materials (if applicable)

In the performance of this contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. at a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site.

CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

I. Access to Records (if applicable)

1. CONTRACTOR agrees to provide THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  3. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
  4. In compliance with the Disaster Recovery Act of 2018, THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA and CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- J. DHS Seal, Logo & Flags  
CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- K. Compliance with FEMA Policies, Procedures and Directives (if applicable)  
CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- L. No Obligation by Federal Government  
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.
- M. Compliance with the False Claims Act (31 U.S.C. §§ 3729-3733)  
CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to CONTRACTOR's actions pertaining to this contract
- N. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) (if applicable)

CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

[THIS SPACE LEFT INTENTIONALLY BLANK]





The CONTRACTOR has reviewed the Contract Documents, and hereby confirms that it understands and agrees with all of the terms and conditions of same.

IN WITNESS WHEREOF, SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA and FLORIDA METRO CONSTRUCTION COMPANY, INC. hereto have executed this Contract to their respective duly authorized officers on the respective dates by each signature. School Board of Palm Beach County, Florida signing by and through Chairman or Vice Chairwoman is authorized to execute same by Board Action on the 21 day of September, 2022.

PROJECT NAME: PETROLEUM, TANKS, AND ENVIRONMENTAL SERVICES

RFP NO.: 23C-001V

FLORIDA METRO CONSTRUCTION  
COMPANY, INC.

By: [Signature]

Print Name: Heather Green

Title/Position: Vice President

Date: August 17, 2022

WITNESS: [Signature]

Print Name: Rhonda Fernandez

Title/Position: Bookkeeper/Construction Coordinator

Date: August 17, 2022

WITNESS: [Signature]

Print Name: Joseph Storozynsky

Title/Position: Lead Service Technician

Date: August 17, 2022

(Corporate Seal)

THE SCHOOL BOARD OF PALM BEACH COUNTY,  
FLORIDA

By: [Signature]  
Frank A. Barbieri, Jr., Esq. Board Chairman

9/22/22  
Date

By: [Signature]  
Michael J. Burke, Superintendent

9/23/22  
Date

Reviewed and Approved for Form and Legal Sufficiency:

By: Hollie Hawn Digitally signed by Hollie N. Hawn, Esq.  
Date: 2022.08.23 11:42:32 -04'00'

Date: \_\_\_\_\_

**CONTRACT BETWEEN**  
**THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**  
**AND**  
**FLORIDA METRO CONSTRUCTION CO. INC.**  
**FOR**  
**PETROLEUM, TANKS, AND ENVIRONMENTAL SERVICES**

**RFP No. 23C-001V**

**EXHIBIT A**

CONTRACTOR will provide services will include, but not be limited to petroleum storage tank and equipment installation, removal, servicing, repair and upgrading including construction design and permitting as needed. Additional services may include installation, repair, and servicing of oil-water separators and sumps, hydraulic lift equipment including elevators, fuel polishing, fuel transfers, petroleum-related waste characterization, collection, and disposal, fuel-oil heating, emergency generator, and fire-suppression systems, electronic leak detection systems, vehicle washing systems, lubrication storage and dispensing systems, used-oil collection and storage systems, and fuel inventory equipment. During performance of projects, successful bidders may be required to provide sampling, testing, environmental and regulatory evaluation, assessment, contaminated soil removal and disposal, and screening of air, soils, and groundwater. Services at the Palm Beach School District's school centers and petroleum-related facilities may include quality assurance and quality control assessments of regulatory equipment, and supplies.



**CONTRACT BETWEEN**  
**THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**  
**AND**  
**FLORIDA METRO CONSTRUCTION CO. INC.**  
**FOR**  
**PETROLEUM, TANKS, AND ENVIRONMENTAL SERVICES**

**RFP No. 23C-001V**

**EXHIBIT B**

**COST OF SERVICES:**



**23C-001V Cost of Services**

**Exhibit B**

**Vendor Name:**

**Florida Metro Construction Co., Inc.**

See 5.7 on the RFP Document. The pricing listed on the Quote Summary Document shall be based on the same pricing previously submitted on the Cost of Service Document. However, it is understood that each project may warrant an additional educational discount. Therefore, a contractor may always submit an itemized quote that is based on a lower price than those submitted in their bid documents.

Bidder must be able to provide all services listed.

Labor Rate Per Hour

**NOTE: THERE SHALL BE NO ADDITIONAL CHARGES FOR TRAVEL OR MILEAGE**

| Labor                            | Labor Rate Per Hour |
|----------------------------------|---------------------|
| Foreman                          | \$125.00            |
| Operator                         | \$95.00             |
| Service Technician               | \$95.00             |
| Service Technician Helper        | \$85.00             |
| Mechanic                         | \$115.00            |
| Mechanic Helper                  | \$85.00             |
| Electrician, Master              | \$125.00            |
| Electrician, Helper              | \$85.00             |
| Electrician, Journeyman          | \$75.00             |
| Plumber, Journeyman, Pipe fitter | \$95.00             |
| Plumber, Master                  | \$125.00            |
| Supervisor                       | \$125.00            |
| Administrator                    | \$125.00            |
| Clerical                         | \$75.00             |
| Principal                        | \$180.00            |
| Equipment Operator               | \$95.00             |

List below any additional Labor rates that would apply

|                       |          |
|-----------------------|----------|
| Lump Sum Mobilization | \$575.00 |
|                       | \$0.00   |
|                       | \$0.00   |
|                       | \$0.00   |

**Services:**

| Labor              | Labor Rate Per Hour |
|--------------------|---------------------|
| Overtime           | \$142.50            |
| Holiday            | \$190.00            |
| Emergency Response | \$190.00            |
| Weekends           | \$190.00            |

**Equipment Rates:**

| Equipment                        | Cost                                     |
|----------------------------------|--|
| Air Compressor with Tools        | Rental: Cost plus 20% Owned: \$150 Daily |
| Backhoe, Rubber Tire Combination | Rental: Cost plus 20%                    |

Beech County

|   |  |                 |                        |
|---|--|-----------------|------------------------|
| Backhoe, 80,000 # Track Excavator w/o Move (Rental)   | Rental: Cost plus 20%                    |                 |                        |
| Cement Mixer  | Rental: Cost plus 20%                    |                 |                        |
| Compactor (Rental)  | Rental: Cost plus 20%                    |                 |                        |
| Concrete Saw  | Rental: Cost plus 20%                    |                 |                        |
| Dump Truck  | Rental: Cost plus 20%                    |                 |                        |
| Generator   | Rental: Cost plus 20% Owned: \$200 Daily |                 |                        |
| Helium Detector   | Rental: Cost plus 20%                    |                 |                        |
| Loader (Rental)   | Rental: Cost plus 20%                    |                 |                        |
| Nitrogen  | Cost plus 20%                            |                 |                        |
| Pipe Fitting Truck  | \$175 Daily                              |                 |                        |
| Pump, 2" Air  | Rental: Cost plus 20%                    |                 |                        |
| Pump, 2" Electric   | Rental: Cost plus 20%                    |                 |                        |
| Pump, Slammer   | Rental: Cost plus 20%                    |                 |                        |
| Service Truck   | \$95 Daily                               |                 |                        |
| Pump, 3" Trash  | Rental: Cost plus 20%                    |                 |                        |
| Transit   | Rental: Cost plus 20% Owned: \$75 Daily  |                 |                        |
| Trowel Machine  | Rental: Cost plus 20%                    |                 |                        |
| Welder & Torch  | Rental: Cost plus 20%                    |                 |                        |
| <b>Additional Equipment Costs:</b>  |  |                 |                        |
| Additional Equipment Costs  | Cost                                     |                 |                        |
| Fuel Filtration Trailer - per day   | \$750.00                                 |                 |                        |
| Materials   | Cost plus 20%                            |                 |                        |
| Equipment Rental  | Cost plus 20%                            |                 |                        |
| <b>Additional Services:</b>   |  |                 |                        |
| <b>Removal and Disposal</b>   | <b>Measurement</b>                       |                 | <b>Cost</b>            |
| Gasoline  | Per Gallon                               |                 | Cost plus 20%          |
| Diesel Fuel   | Per Gallon                               |                 | \$2.50                 |
| Used Oil  | Per Gallon                               |                 | Cost plus 20%          |
| Motor Oil   | Per Gallon                               |                 | Cost plus 20%          |
| Petroleum Contact Water   | Per Gallon                               |                 | \$2.50                 |
| Non-Hazardous Waste Sludge  | Per Ton                                  |                 | \$2.50                 |
| Hazardous Waste Sludge  | Per Ton                                  |                 | Cost plus 20%          |
| Petroleum Contaminated Soil   | Per Ton                                  |                 | Cost plus 20%          |
| Miscellaneous   | Measurement                              |                 | Cost                   |
| Soil Screening (Include Analysis Equipment)   | Per Hour                                 |                 | \$175.00               |
| Air Monitoring (Include Analysis Equipment)   | Per Hour                                 |                 | Cost plus 20%          |
| Vapor Explosive Limits (Include Analysis Equipment)   | Per Hour                                 |                 | Cost plus 20%          |
| Vacuum Truck Services (with Operator)   | Per Hour                                 |                 | Cost plus 20%          |
| Calibration of Dispensing Systems   | Per Hour                                 |                 | \$95 p/hr p/technician |
| Pressure Washing Services (with Operator)   | Per Hour                                 |                 | Cost plus 20%          |
| Organic Vapor Analyzer (with Operator)  | Per Hour                                 |                 | \$875.00               |
| <b>Sub Contracting:</b>   |  |                 |                        |
| <b>Sub Contracting Services</b>   | <b>Sub Contractor Cost</b>               | <b>% Markup</b> | <b>Total Cost</b>      |
| Cost of 3rd party compressive strength testing (minimum one test cylinder)  | \$375.00                                 | 20%             | \$450.00               |
| Subcontractor Markup-Please provide the percentage that will be added onto subcontractor costs. (Not to exceed 10%) |  | 10%             |                        |
| <b>NOTE: SITE SAFETY PLAN-PLEASE INCLUDE A COPY OF YOUR FIRMS GENERIC HEALTH AND SAFETY PLAN</b>                    |  |                 |                        |
| <b>NOTE: THERE SHALL BE NO ADDITIONAL CHARGES FOR TRAVEL OR MILEAGE</b>   |  |                 |                        |

**THIRD AMENDMENT TO THE CONTRACT  
BETWEEN  
FLORIDA METRO CONSTRUCTION CO. INC.  
AND  
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA  
FOR  
PETROLEUM, TANKS AND ENVIRONMENTAL SERVICES  
RFP NO.: 18C-006V**

This Third Amendment made this 22nd day of September 2021, to the Contract (hereinafter "Contract") made and entered into by and between The SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA (hereinafter "SCHOOL BOARD") and FLORIDA METRO CONSTRUCTION CO. INC., a Florida Corporation authorized to transact business in Florida and located at 140 SW First Avenue, Deerfield Beach, FL 33004 (hereinafter "CONTRACTOR") for Petroleum, Tanks and Environmental Services.

**WHEREAS**, on September 27, 2017 SCHOOL BOARD and CONTRACTOR entered into a Contract for Petroleum, Tanks and Environmental Services (hereinafter "Contract") beginning October 16, 2017 and ending on October 15, 2019 with three (3) one (1) year renewal options; and

**WHEREAS**, on September 18, 2019 SCHOOL BOARD and CONTRACTOR entered into a First Amendment wherein the Parties agreed to exercise the first option to renew the Contract for one (1) year; and

**WHEREAS**, on September 16, 2020 SCHOOL BOARD and CONTRACTOR entered into a Second Amendment wherein the Parties agreed to exercise the second option to renew the Contract for one (1) year; and

**WHEREAS**, SCHOOL BOARD and CONTRACTOR wish to exercise its option to renew the Contract for one (1) year; and

**WHEREAS** the Parties seek to amend the Contract to update the CONTRACTOR'S legal obligations as provided in Fla. Stat. §448.095.

**IN CONSIDERATION** of mutual terms and conditions, promises and covenants herein set forth, SCHOOL BOARD and CONTRACTOR agree as follows:

1. The Contract is hereby renewed for one (1) year beginning **October 16, 2021 through October 15, 2022.**
2. The Contract is hereby amended to include Section XVII – E-Verify that states:

**SECTION XVII. E-VERIFY**

1. Pursuant to Fla. Stat. §448.095, CONTRACTOR agrees that it shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees during the term of this contract or solicitation.
2. Pursuant to Fla. Stat. §448.095, If CONTRACTOR enters into a contract with a subcontractor(s) for the labor, supplies or services provided under this contract or solicitation, Contractor must require that the subcontractor(s) provide it with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR understands that it

must maintain a copy of such affidavit for the duration of the contract or solicitation.

3. If SCHOOL BOARD has a good faith belief that the CONTRACTOR has knowingly violated Fla. Stat. §448.09, SCHOOL BOARD shall terminate the contract with the CONTRACTOR. The CONTRACTOR is liable for any additional costs incurred by the SCHOOL BOARD as a result of a termination of this contract or solicitation pursuant to §448.095(2)(f).

4. If SCHOOL BOARD has a good faith belief that a subcontractor(s) has knowingly violated §448.095, but CONTRACTOR has otherwise complied with this subsection, SCHOOL BOARD shall promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate the contract with the subcontractor(s).

3. In the event of a conflict or ambiguity between this Second Amendment and the Contract, the Parties agree that this Second Amendment will control.

4. Except as specifically provided herein, all other terms and conditions of the Contract shall remain in full force and effect.

**IN WITNESS WHEREOF**, SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA and FLORIDA METRO CONSTRUCTION CO. INC. hereto have executed this Third Amendment to the Agreement by their respective duly authorized officers on the respective dates by each signature School Board of Palm Beach County, Florida through its School Board signing by and through its Chairman or Vice Chairwoman authorized to execute same by Board Action on the 22<sup>ND</sup> day of September, 2021

**FLORIDA METRO CONSTRUCTION CO. INC.**

Company

Heather Green

Name (Print)

[Signature]

Signature

7-15-2021

Date

Vice President

Title

7-15-2021

Date

Gabriel Lamas

Attest (Name: Print)

Vice President

Title

[Signature]

Signature

7-15-2021

Date

**THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**

[Signature]

Frank A. Barbieri, Board Chairman

Date

9/22/21

[Signature]

Michael J. Burke, Superintendent

9/21/21

Date

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

Hollie N. Hawn, Esq. Digitally signed by Hollie N. Hawn, Esq. Date: 2021.08.02 09:42:45 -04'00'

Hollie N. Hawn, Esq., Attorney to the Board

Date

(Corporate Seal)





