Agenda Item #: 3H6

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: January 15, 2019 [X] Consent [] Regular [] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 2 to five (5) annual contracts extending the term for one (1) year for the period of January 19, 2019 through January 18, 2020 for asbestos consulting services on a continuing contract basis.

- A) Airquest Environmental, Inc. (R2017-0412), Non-SBE/Local, 0% SBE participation to date;
- B) ECO Advisors, LLC. (R2017-0413), SBE/Local, 88.4% SBE participation to date;
- C) Gaudet Associates, Inc. (R2017-0414), SBE/Local 71.2% SBE participation to date;
- D) GLE Associates, Inc. (R2017-0415), Non-SBE/Non-Local, 0% SBE participation to date; and
- E) Professional Service Industries, Inc. (R2017-0417), Non-SBE/Local, 0% SBE participation to date.

Summary: In January, 2016, the School District of Palm Beach County performed selection in accordance with the Consultants Competitive Negotiation Act, to provide asbestos consulting services. The County piggybacked on the School District's contracts, as it was more efficient than the County performing its own selection. The School District's contracts provided an initial term of two (2) years, with three renewals options each for a period of one (1) year. Amendment No. 2 extends the term of the contract services during the second renewal period for one (1) year from January 19, 2019 through January 18, 2020 based on the past limited need for consultants with this expertise. Since 2016, the County has awarded \$350,037 in work among all consultants. Due to the projected ongoing need for these services and the availability of SBE owned firms, staff is going to proceed with a County solicitation pursuant to the EBO Ordinance when the new contracts are awarded these will be terminated. The cumulative SBE participation for all work orders to date is 32.8%. (Capital Improvements Division) Countywide (LDC)

Background and Justification: Pursuant to Florida Statute 287.055 (Consultants Competitive Negotiation Act), six (6) firms were originally pre-qualified by the School District to perform professional consulting services on a continuing contract basis. The Director of Facilities Development & Operations initially signed contracts with these firms in May 2016 based on the same terms and conditions as the School District with a cumulative value not to exceed \$199,999. As the maximum value would soon exceed the capacity due to an influx of projects, the Contracts required Board approval. The original list of six (6) approved participants has been reduced to five (5). Work is authorized through individual Consultant Service Authorizations when required during the term of these contracts. Amendment No. 2 will provide services during the second renewal of the contract. It is the consensus of Facilities Development & Operations that these firms have successfully provided the professional services required by the County in a timely manner. They are in good standing and wish to continue to provide professional services. Amendment No. 2 will maintain the continuous professional services required by the County.

Attachments:

- 1. AirQuest Environmental, Inc. Amendment No. 2
- 2. ECO Adivors, LLC Amendment No. 2
- 3. Gaudet Associates, Inc. Amendment No. 2
- 4. GLE Associates, Inc. Amendment No. 2
- 5. Professional Service Industries, Inc. Amendment No. 2

Recommended By:	PARMY WOLF	1/3/19
	Department Director	Date '
Approved By:	Mall	1/94/19
11 V	County Administrator	Date /

II. FISCAL IMPACT ANALYSIS

A.	Five Year Summary of Fisc	eal Impact:					
Fisc	eal Years	2019	2020	2021	2022	2023	
Ope Exte	oital Expenditures erating Costs ernal Revenues Kind Match (County						
NET	Γ FISCAL IMPACT	*			-		
	DDITIONAL FTE SITIONS (Cumulative)						
	tem Included in Current Budges this items include use of fed		Yes _ Yes _	x No No	X		
Bud	get Account No: Fund	_ Dept	Unit _	Object	Progra	am	
appro	Recommended Sources of In Fiscal impact cannot be determined will be brought to the Boar previously approved BCC projection. Departmental Fiscal Review	nined at this to and fiscal sects.	time. Individua	al Consultant So addressed at th			
A. (OFMB Fiscal and/or Contr	act Develop	ment Commer		Jewlow Control	(1)9)	19
В.	Legal Sufficiency: Assistant County Autorney		7			•	
C.	Other Department Review:						
	Department Director						

This Amendment No. 2, dated	_ to the Contract (R2017-0412) dated
April 4, 2017, as previously amended by Amendment No.	1 dated December 19, 2017 (R2017-
1901) by and between Palm Beach County, a political subd	livision of the State of Florida, by and
through its Board of County Commissioners, hereinafter ref	ferred to as the "County" and AirQuest
Environmental, Inc., hereinafter referred to as the "Cons	sultant", whose Federal I.D. # is 05-
0529142.	

WITNESSETH:

WHEREAS, the said Consultant having been awarded the contract for Annual Contract – Asbestos and Industrial Hygiene Consulting Services (Project Number 16318) in accordance with the Consultant's Agreement with The School Board of Palm Beach County, dated January 19, 2016 through January 18, 2018 and numbered 16C-006A, the terms of which are hereby incorporated by reference and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Consultant and the County, the Consultant hereby covenants and agrees to and with the County to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time frame specified in this Contract.

WHEREAS, all references to The School Board of Palm Beach County shall be construed as references to Palm Beach County in order to enable County to adopt the terms and conditions of the Contract Documents.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

ATTEST:	
SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: Deputy Clerk	By: Mack Bernard, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO THE TERMS AND CONDITIONS
By: Assistant County Attorney	By: And Work Audrey Wolf, Director Facilities Development & Operations
	CONSULTANT: Airquest Environmental, Inc., a Florida corporation
Witness Signature	By: Signature
Print Witness Name	Name: TRACT-ANNE BOYLE Print Name
	Title: PRESIDENT (SEAL)

This Amendment No. 2, dated	_ to the Contract (R2017-0413) dated
April 4, 2017, as previously amended by Amendment No	. 1 dated December 19, 2017 (R2017-
1902) by and between Palm Beach County, a political sub-	division of the State of Florida, by and
through its Board of County Commissioners, hereinafter	referred to as the "County" and Eco
Advisors, LLC, hereinafter referred to as the "Consultant",	whose Federal I.D. # is 26-3951247.

WITNESSETH:

WHEREAS, the said Consultant having been awarded the contract for Annual Contract – Asbestos and Industrial Hygiene Consulting Services (Project Number 16318) in accordance with the Consultant's Agreement with The School Board of Palm Beach County, dated January 19, 2016 through January 18, 2018 and numbered 16C-006A, the terms of which are hereby incorporated by reference and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Consultant and the County, the Consultant hereby covenants and agrees to and with the County to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time frame specified in this Contract.

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ATTEST:	
SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: Deputy Clerk	By:Mack Bernard, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: Assistant County Attorney	APPROVED AS TO THE TERMS AND CONDITIONS By: A May Work Audrey Wolf, Director Facilities Development & Operations
Witness Signature Print Witness Name Print Witness Name	CONSULTANT: Eco Advisors, LLC, a Florida limited liability company By: Signature Name: JOHN R. POGGT Print Name Title: MANAGNG MEMBER PRESIDEA
•	(SEAL)

This Amendment No. 2, dated	to the Contract (R2017-0414) dated
April 4, 2017, as previously amended by Amendment No.	1 dated December 19, 2017 (R2017-
1903) by and between Palm Beach County, a political subdi	vision of the State of Florida, by and
through its Board of County Commissioners, hereinafter ref	ferred to as the "County" and Gaudet
Associates, Inc., hereinafter referred to as the "Consultant".	whose Federal I.D. # is 65-0609872.

WITNESSETH:

WHEREAS, the said Consultant having been awarded the contract for Annual Contract – Asbestos and Industrial Hygiene Consulting Services (Project Number 16318) in accordance with the Consultant's Agreement with The School Board of Palm Beach County, dated January 19, 2016 through January 18, 2018 and numbered 16C-006A, the terms of which are hereby incorporated by reference and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Consultant and the County, the Consultant hereby covenants and agrees to and with the County to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time frame specified in this Contract.

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NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

ATTEST:	
SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: Deputy Clerk	By:Mack Bernard, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: Assistant County Attorney	APPROVED AS TO THE TERMS AND CONDITIONS By: AL WOLF Audrey Wolf, Director Facilities Development & Operations
Witness Signature	CONSULTANT: Gaudet Associates, Inc., a Florida corporation By: Signature
Print Witness Name	Name: Joseph Gaudet Print Name Title: President
	(SEAL)

This Amendment No. 2, dated	to the Contract (R2017-0415) dated
April 4, 2017, as previously amended by Amendment No.	1 dated December 19, 2017 (R2017-
1904) by and between Palm Beach County, a political subdi-	ivision of the State of Florida, by and
through its Board of County Commissioners, hereinafter r	eferred to as the "County" and GLE
Associates. Inc., hereinafter referred to as the "Consultant"	whose Federal I D # is 59-2975164

WITNESSETH:

WHEREAS, the said Consultant having been awarded the contract for Annual Contract – Asbestos and Industrial Hygiene Consulting Services (Project Number 16318) in accordance with the Consultant's Agreement with The School Board of Palm Beach County, dated January 19, 2016 through January 18, 2018 and numbered 16C-006A, the terms of which are hereby incorporated by reference and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Consultant and the County, the Consultant hereby covenants and agrees to and with the County to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time frame specified in this Contract.

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ATTEST:	
SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By:	By:Mack Bernard, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: Assistant County Attorney	APPROVED AS TO THE TERMS AND CONDITIONS By: Word Word Audrey Wolf, Director Facilities Development & Operations
Hewania June Witness Signature	CONSULTANT: GLE Associates, Inc., a Florida corporation By: Signature
Deondrea Jones	Name: Robert B. Greene
Print Witness Name	Print Name
	Title: President
	(SEAL)

This Amendment No. 2, dated	to the Contract (R2017-0417) dated
April 4, 2017, as previously amended by Amendme	ent No. 1 dated December 19, 2017 (R2017-
1905) by and between Palm Beach County, a politic	al subdivision of the State of Florida, by and
through its Board of County Commissioners, he	ereinafter referred to as the "County" and
Professional Service Industries, Inc., hereinafter re-	ferred to as the "Consultant", whose Federal
ID # is 37-0962090	

WITNESSETH:

WHEREAS, the said Consultant having been awarded the contract for Annual Contract – Asbestos and Industrial Hygiene Consulting Services (Project Number 16318) in accordance with the Consultant's Agreement with The School Board of Palm Beach County, dated January 19, 2016 through January 18, 2018 and numbered 16C-006A, the terms of which are hereby incorporated by reference and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Consultant and the County, the Consultant hereby covenants and agrees to and with the County to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time frame specified in this Contract.

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ATTEST:	
SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: Deputy Clerk	By:Mack Bernard, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO THE TERMS AND CONDITIONS
By: Assistant County Attorney	Audrey Wolf, Director Facilities Development & Operations
Witness Signature	CONSULTANT: Professional Service Industries, Inc., a foreign corporation By: Signature
Print Witness Name	Name: Suan Villegas Print Name
	Print Name () Title: Senior Vice President (SEAL)