

Office of Facilities Design and Construction
Raul F. Perez, Chief Facilities Design and Construction Officer

**SUBJECT: AUTHORIZE THE SUPERINTENDENT OR HIS DESIGNEE
TO EXECUTE THE ACCESS AGREEMENT ALLOWING
THE CITY OF MIAMI BEACH TO INSTALL WELLS AND
TO SAMPLE SOIL AT MIAMI BEACH SENIOR HIGH
SCHOOL**

COMMITTEE: FACILITIES AND CONSTRUCTION

**LINK TO STRATEGIC
PLAN: EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES**

The City of Miami Beach ("City") is conducting a site assessment of the Former Par 3 Golf Course in the Bayshore Area. As part of this process, the City needs to install groundwater monitoring wells at various locations within the city. One of these wells will be installed in the parking lot of Miami Beach Senior High School ("School").

The City has contracted RES Florida Consulting, LLC ("Company") to perform the well installation. Using direct push technology, the Company will install the well by generating little to no waste during the process.

All work will be performed in accordance to School District ("District") specifications at no cost to the School Board. The City will work closely with School staff to minimize disruptions, and the installation is expected to take one to two hours. At a later date, the School will need to be accessed again, for approximately one hour, to collect the groundwater sample.

City and District staff have already met to coordinate these efforts, and the details of the proposed work have been outlined in an Access Agreement, ensuring minimal impact to the School's parking lot and operations.

The Access Agreement has been reviewed and approved for legal sufficiency by the School Board Office of General Counsel, as well as reviewed by the Office of Risk and Benefits Management and found to be in compliance with risk management requirements.

F-1

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, authorize the Superintendent or his designee to execute the Access Agreement allowing the City of Miami Beach to install groundwater monitoring wells and to gather soil sample(s) at Miami Beach Senior High School.

NR:nr

**ACCESS AGREEMENT TO ALLOW
RES FLORIDA CONSULTING, LLC
TO INSTALL MONITORING WELLS AND COLLECT GROUNDWATER SAMPLES
AT
MIAMI BEACH SENIOR HIGH SCHOOL**

THIS ACCESS AGREEMENT TO ALLOW RES FLORIDA CONSULTING, LLC TO INSTALL MONITORING WELLS AND COLLECT SOIL AND GROUNDWATER SAMPLES AT MIAMI BEACH SENIOR HIGH SCHOOL, located at 2231 Prairie Avenue, Miami Beach, FL 33139 (Folio # 02-3227-000-0091) ("**Agreement**"), is made and entered into this _____ day of _____ 2024, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and politic existing under the laws of the State of Florida ("**Board**" and "**School District**"), whose principal address is 1450 NE 2nd Avenue, Room 923, Miami, Florida, 33132, and **RES Florida Consulting, LLC**, a limited liability company of the State of Florida ("**RES**"), whose principal address is 6575 West Loop South, Suite 300, Bellaire, TX 77401. This Agreement authorizes RES at its sole cost and expense, to install monitoring wells and collect groundwater samples on an agreed to portion of Miami Beach Senior High School ("**Site**"), in accordance with terms and conditions set forth herein, related to the environmental assessment being conducted for the City of Miami Beach's ("**City**") former Par 3 Golf Course in the Bayshore Area located adjacent to the Site. The School District and RES may also individually be referred to herein as "**Party**" and collectively as "**Parties**".

IN CONSIDERATION of the Sum of Ten Dollars (\$10.00) and the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the following terms and conditions:

1. **Site Description:** The City, its agents, employees and representatives shall be authorized to access the Site, situated in Miami-Dade County, Florida, as described in **Folio #02-3227-000-0091**, and as more particularly described in **Exhibit "A"** attached hereto and incorporated herein, for the sole purpose of installing monitoring wells and collection of groundwater samples, as set forth below.

2. **Environmental Assessment Investigations:** Access to the Site by RES shall be for the express and limited purpose of installing monitoring wells and collection of groundwater samples (the "**Work**"), in compliance with the scope of Work attached hereto as **Exhibit "B"**. The Board, through its authorized designee, shall have the right to approve or disapprove the scope of Work, not to be unreasonably disapproved. The Work shall only commence after RES provides to the Board an underground GPR utility survey and a copy of any permits/work orders from governing agencies. The Work shall take place based on a schedule mutually acceptable to the Board and RES, which schedule shall reflect best efforts to minimize disruption of student activities at the Site. Additionally, the Work shall be coordinated with the School District to ensure that there are no detrimental impacts to the Site, which includes buildings and underground infrastructure facilities, and that the area subject to the Work is restored to the previous physical

condition or better. The full scope of the Work shall be fully bonded in accordance with Florida Statutes 255.05 and shall in all other aspects comply with all governing laws and regulations.

3. **Coordination of Work**: RES shall coordinate all activities related to the Assessment and Remediation at the Site, including but not limited to any excavations which may be required, with the Board or its designee prior to initiating said activities. Any damage to underground improvements, utility lines, or any other improvements at the Site caused by RES, its employees or agents, shall be repaired by RES, at their sole cost and expense. Given the need to assure the safety and wellbeing of students, faculty and staff at the Site during regular school hours on regular school days, RES shall provide the Board, or its designee, with a proposed schedule for the Work for concurrence by the Board, or its designee, such concurrence not to be unreasonably withheld. Additionally, RES shall notify the Board or its designee in writing of the proposed start of the Work activities a minimum of five (5) working days prior to said start.

4. **Compliance with Laws**: The Work by RES at the Site shall be done in compliance with all applicable rules, statutes, codes and regulations, including, without limitation, the State Requirements for Educational Facilities, the Florida Building Code and the Jessica Lunsford Act, as they may be amended from time to time. If the Board, or its designee, requests that RES cease any of its Work activities due to a violation of any applicable rules and regulations or the Board's safety criteria, then RES shall immediately discontinue said activities and shall proceed only after the Board, or its designee, has authorized RES to continue. At the conclusion of the Work, the areas where such was conducted on the Site shall be restored, at RES sole cost and expense, to the previous physical condition or better.

5. **Indemnification**: RES shall indemnify and hold harmless the Board, their officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which RES and Board or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of action, or proceedings of any kind or nature arising out of, relating to or resulting from the negligent performance of this Agreement, recklessness or intentional wrongful misconduct by RES or its employees, agents, servants, partners, principals, or subcontractors. RES shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of RES and the Board, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. RES expressly understands and agrees that any insurance protection provided by RES shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Board or their officers, employees, agents, and instrumentalities as herein provided.

6. **Insurance**: RES shall not commence any Work pursuant to this Agreement until all insurance required under this Article has been obtained and such insurance has been approved by the Board's Risk Management Division. RES shall maintain during the term of this Agreement and furnish to the Board their certificates of insurance which

indicate that insurance coverage has been obtained which meets the requirements as outlined below:

6.1 Worker's Compensation Insurance for all employees of RES as required by Florida Statute 440, as presently written or hereafter amended.

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	“Statutory”	
Part Two:	\$ 100,000	Each Accident
	\$ 500,000	Disease - Policy Limit
	\$ 100,000	Disease - Each Employee

6.2 General Liability Insurance Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- \$ 1,000,000 General Aggregate
- \$ 1,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Personal and Advertising Injury
- \$ 1,000,000 Each Occurrence

RES shall name “The School Board of Miami-Dade County, Florida and its members, officers and employees” as an additional insured on a form no more restrictive than the CG 20 10 (Additional Insured – Owners, Lessees, or Contractors).

6.3 Pollution Liability Insurance in an amount not less than \$500,000 combined single limit per occurrence.

6.4 Automobile Liability Insurance Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$ 1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined.

6.5 Professional Liability Insurance, RES shall provide evidence of the following professional liability coverage. Such insurance shall be on a form acceptable to the

Board and shall cover RES for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$ 1,000,000 Each Claim/Annual Aggregate.

6.6 RES shall furnish certificates of insurance to the School District's Office of Risk and Benefits Management 1501 NE 2nd Avenue, Suite 324, Miami, Florida, 33132, prior to the commencement of the Work, which certificates shall clearly indicate that the Consultant has obtained insurance in the type, amount and classification as required for strict compliance with this Article and that no material change or cancellation of this insurance shall be effective without thirty (30) days prior written notice to the Board.

6.7 Compliance with the foregoing requirements shall not relieve RES of the liabilities and obligations under this Article or under any other portion of this Agreement. RES shall not commence any Work pursuant to this Agreement until all the required insurance has been obtained and such insurance has been approved by the Board.

Unless otherwise noted, the certificate of insurance should be e-mailed to:
riskcontracts@dadeschools.net

Subject line: "Name of Vendor" COI

Please include in the body of the email, the contact person who we should reach out to regarding the Certificate of Insurance:

Vendor Representative Name _____

Vend Representative Phone number _____

Vendor Representative Email _____

7. **Governing Laws/ Venue/ Attorney's Fees:** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute with respect to this Agreement, the Parties agree that venue shall be in Miami-Dade County, Florida. Each Party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

8. **Survival:** Those provisions which by their nature are intended to survive the expiration, cancellation or termination of this Agreement, including by way of example only, the indemnification provision, shall survive the expiration, cancellation or termination of this Agreement.

9. **Notices:** Any notice required or permitted to be given hereunder by one Party to the other shall be in writing and the same shall be given and deemed to have been served and given if delivered by e-mail or in person to the address listed below for each Party. If mailed, said notice must be sent by certified mail, return receipt requested, and the effective date will be the date received. The address of the Parties for all purposes under this Agreement and for notice hereunder shall be as follows:

As to the Board:

The School Board of Miami-Dade County, Florida
Attn: Mr. Raul F. Perez
Chief Facilities Design & Construction Officer
1450 NE 2nd Avenue, Room 923
Miami, FL 33132
Email: rperez6@dadeschools.net

With Copy to:

Office of the General Counsel
Attn: Mr. Walter J. Harvey, Esq.
1450 NE 2nd Avenue, Room 430
Miami, FL 33132
Email: walter.harvey@dadeschools.net and acraft@dadeschools.net

RES Florida Consulting, LLC
Attn: Justin Freedman
34 East Pine Street
Orlando, FL 32801
Email: jfreedman@res.us

10. **Effective Date/ Completion of Work:** This Agreement shall be effective as of the above date ("Effective Date") and continue and remain in full force and effect covering the Site until completion of the site assessment activities or twenty-four (24) months from the Effective Date, whichever is earlier.

11. **Approval of Agreement/ Authority of Signatory:** Each Party hereby represents that this Agreement has been duly approved by the respective Party and that the respective signatories have full authority to execute it on behalf of RES and the Board.

12. **Jointly and Severally Liable:** RES covenants and agrees that in the event it utilizes the services of contractors, subcontractors or any other entities to furnish the work activities specified in this Agreement, RES and those entities shall be jointly and severally liable for all terms and conditions of this Agreement, including, but not limited to, Indemnification and Insurance.

13. **Public Records Laws:** RES understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. RES shall keep and maintain public records required by the School Board to perform the service. RES shall keep records to show its compliance with program requirements. RES and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of RES which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the 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 this chapter or as otherwise provided by law. RES 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 contract term and following completion of the contract if RES does not transfer the records to the public agency. RES shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of RES or keep and maintain public records required by the School Board to perform the service. If RES transfers all public records to the School Board upon completion of the contract, RES shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If RES keeps and maintains public records upon completion of the contract, RES 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.

IF RES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, pr@dadeschools.net, and 1450 NE 2 AVENUE, MIAMI, FLORIDA 33132.

14. **E-Verify:** As per Florida Statutes, as amended from time to time, RES shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Should the RES utilize a subcontractor to perform services under this Agreement, RES shall obtain an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. If RES fails to obtain the Affidavit from subcontractor and/or register with and use the E-Verify system, School Board shall terminate this Agreement immediately. In addition, the RES may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public employer as a result of the termination of a contract.

15. **Human Trafficking:** Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity, under penalty of perjury, that the nongovernmental entity does not use coercion for labor or services as defined in that statute. In compliance with the Florida Statute, and as a condition precedent to the Commencement of this this Agreement, RES shall execute the attached affidavit, which shall be attached hereto and become a part hereof as **Exhibit “C”**.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Board and RES Florida Consulting, LLC hereby represent that they have caused this Agreement to be executed by their respective and duly authorized officers the day and the year first hereinabove written.

**WITNESS AS TO THE SCHOOL BOARD
OF MIAMI-DADE COUNTY, FLORIDA**

**THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA**

Signature: _____

Print Name: _____

Address: _____

Signature: _____

Print Name: _____

Address: _____

By: _____

Dr. Jose L. Dotres
Superintendent of Schools
Date: _____

TO THE BOARD:

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

Office of the General Counsel

RECOMMENDED:

By: _____

Mr. Raul F. Perez
Chief Facilities Design &
Construction Officer
Date: _____

By: _____

Mr. Michael Krtausch
Assistant Superintendent
Maintenance Operations Admin.
Date: _____

By: _____

Mr. Michael Fox
Risk and Benefits Officer
Risk Management
Date: _____

WITNESSES AS TO RES Florida Consulting, LLC:

Signature: _____

Print
Name: _____

Address: _____

Signature: _____

Print
Name: _____

Address: _____

RES Florida Consulting, LLC:

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit "A"

27-34 52 42 5 AC
BEG 50FT NW OF X NW/L DADE BLVD &
ELY/L PRAIRIE AVE TH NELY 816.16
FT TH NW50FT TO POB NWLY 360FT NE
201.99FT TH E X S 591.63FT TH
SELY 190FT TH SWLY 578FT TO POB
PER OR 976-566
LOT SIZE IRREGULAR

Exhibit "B"

The City of Miami Beach is conducting site assessment work of the Former Par 3 Golf Course in the Bayshore Area. We are at the point in the assessment that we need to install groundwater monitoring wells in certain areas within the community. One of the wells that is part of this assessment is on the property of Miami Beach Senior High School.

RES will need to mobilize to the parking lot area of the school (see map below). We will have a drill rig and crew and will install a shallow monitoring well away from areas where utilities are located (we will use Sunshine-one-call to locate utilities prior to starting work). The well will be installed using direct push technology, so there will be little to no waste from the installation of the well. We will drill an approximate two-to-three-inch hole and a PVC well will be installed. The hole around the well will be filled with sand. The well will be finished at grade with a new concrete pad and locking well cap. The total time for installation will be one to two hours. After the well is installed, we will need to access the site again to sample the well. At this time, one sampling is planned but additional well sampling may be needed based on agency review comments. Well sampling takes approximately one hour.



Exhibit "C"

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: _____
Vendor FEIN: : _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The School Board of Miami-Dade County, Florida, is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

General Counsel Approved 04 24 24