

R2019 0020 JAN 15 2019

**SECOND AMENDMENT TO THE ANNUAL INTERSECTION IMPROVEMENTS
CONTRACT NO. R2017-0778
DATED JUNE 20, 2017, BY AND BETWEEN
NETWORK ENGINEERING SERVICES, INC. D/B/A/BOLTON PEREZ &
ASSOCIATES, INC., AND PALM BEACH COUNTY**

This SECOND AMENDMENT to the Annual Intersection Improvements Contract dated June 20, 2017, (R2017-0778), hereinafter "CONTRACT" by and between Network Engineering Services, Inc. d/b/a/ Bolton Perez & Associates, Inc., hereinafter "CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the state of Florida, hereinafter, "COUNTY".

WITNESSETH

WHEREAS, on June 20, 2017 (R2017-0778) the CONSULTANT and COUNTY entered into the CONTRACT for engineering services and other related tasks throughout Palm Beach County; and

WHEREAS, the CONSULTANT and the COUNTY mutually agree to amend SECTION 7.1 – TERMINATION; SECTION 9 – CRIMINAL HISTORY RECORDS CHECK; SECTION 12 – COMMERCIAL NON-DISCRIMINATION; AND SECTION 20 – SCRUTINIZED COMPANIES to the CONTRACT.

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

1. The above recitations are true and correct and incorporated herein.
2. **AMEND SECTION 7.1 - TERMINATION**

This **CONTRACT** may be terminated by the **CONSULTANT** upon sixty (60) days prior written notice to the **COUNTY** in the event of substantial failure by the **COUNTY** to perform in accordance with the terms of this **CONTRACT** through no fault of the **CONSULTANT**. It may also be terminated, in whole or in part, by the **COUNTY**, with cause upon five (5) business days written notice to the **CONSULTANT** or without cause upon ten (10) business days written notice to the **CONSULTANT**. Unless the **CONSULTANT** is in breach of this **CONTRACT**, the **CONSULTANT** shall be paid for services rendered to the **COUNTY'S** satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the **COUNTY**, in writing, the **CONSULTANT** shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other materials related to the terminated work to the **COUNTY**.

D. Continue and complete all parts of the work that have not been terminated.

3. **AMEND SECTION 9 - CRIMINAL HISTORY RECORDS CHECK**

The **CONSULTANT**, **CONSULTANT'S** employees, subcontractors of **CONSULTANT** and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The **CONSULTANT** is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the **CONSULTANT** acknowledges that its **CONTRACT** price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the **COUNTY**.

This **CONTRACT** may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. **COUNTY** staff representing the **COUNTY** department will contact the **CONSULTANT(S)** and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The **CONSULTANT** shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the **CONTRACT** and return them to the **COUNTY**. If the **CONSULTANT** or its subcontractor(s) terminates an employee who has been issued a badge, the **CONSULTANT** must notify the **COUNTY** within two (2) hours. At the time of termination, the **CONSULTANT** shall retrieve the badge and shall return it to the **COUNTY** in a timely manner.

The **COUNTY** reserves the right to suspend the **CONSULTANT** if the **CONSULTANT** 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the **COUNTY** regarding a terminated **CONSULTANT** employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

4. **AMEND SECTION 12 - COMMERCIAL NON-DISCRIMINATION**

The **CONSULTANT** represents and warrants that it will comply with the **COUNTY'S** Commercial Nondiscrimination Policy described in Resolution 2017-1770, as amended. As part of such compliance, the **CONSULTANT** shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the **CONSULTANT** retaliate against any person for reporting instances of such

discrimination. The **CONSULTANT** shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the **COUNTY'S** relevant marketplace in Palm Beach County. The **CONSULTANT** understands and agrees that a material violation of this clause shall be considered a material breach of any resulting **CONTRACT** and may result in termination of the **CONTRACT**, disqualification or debarment of the **CONSULTANT** from participating in **COUNTY** contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. All subconsultant agreements shall include this commercial non-discrimination clause.

5. AMEND SECTION 20 - SCRUTINIZED COMPANIES

A. As provided in F.S. 287.135, by entering into this **CONTRACT** or performing any work in furtherance hereof, the **CONSULTANT** certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this **CONTRACT** or performing any work in furtherance hereof, the **CONSULTANT** certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the **COUNTY** determines, using credible information available to the public, that a false certification has been submitted by **CONSULTANT**, this **CONTRACT** may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this **CONTRACT** shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of **CONTRACT** renewal, if applicable.

6. Except as hereby amended, changed or modified, all other terms, conditions and obligations of the **CONTRACT**, as amended on May 1, 2018 (R2018-0634), shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Second Amendment to the CONTRACT (R2017-0778) to be executed and sealed this day of JAN 15 2019, 2019.

OWNER: **R2019 0020**
Palm Beach County, Florida, a
Political Subdivision of the
State of Florida

CONSULTANT:
Network Engineering Services, Inc.
d/b/a Bolton Perez & Associates, Inc.

BOARD OF COUNTY COMMISSIONERS

BY: [Signature]
Mack Bernard, Mayor

BY: [Signature]
Joaquin Perez, P.E., President

SEAL

CORPORATE SEAL

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

ATTEST WITNESS:
BY: [Signature]
Vivian Perez
(Print Name)

BY: [Signature]
Tracy Powell
(Print Name)

[Signature]
(Signature)

[Signature]
(Signature) Deputy Clerk

BY: [Signature]
Jennifer Bolton
(Print Name)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: [Signature]
Omelio A. Fernandez, P.E.
Director of Roadway Production

[Signature]
(Signature)

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: [Signature]
Yelizaveta B. Herman,
Assistant County Attorney

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