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.
IN WITNESS WHEREOF, the parties have caused this Second Amendment to the CONTRACT (R2017-0778) to be executed and sealed this ____ day of JAN 5, 2019, 2019.

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

BOARD OF COUNTY COMMISSIONERS

BY: Mack Bernard, Mayor

SEAL

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

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

BY: Joaquin Perez, P.E., President

CORPORATE SEAL

ATTEST WITNESS:

BY: Vivian Perez
(Print Name)

BY: Jennifer Bolton
(Print Name)

APPROVED AS TO TERMS AND CONDITIONS:

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

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY: Yelizaveta B. Herman,
Assistant County Attorney