

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: September 18, 2018 Consent Regular
 Workshop Public Hearing

Department: Environmental Resources Management
Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) First Amendment to Annual Coastal and Marine Engineering Contract No. R2016-1376 with Applied Technology & Management, Inc. (ATM) to extend the contract for one year from September 26, 2018 to September 26, 2019. All other provisions remain in full force and effect;

B) First Amendment to Annual Coastal and Marine Engineering Contract No. R2016-1377 with Olsen Associates, Inc. (OAI) to extend the contract for one year from September 26, 2018 to September 26, 2019. All other provisions remain in full force and effect; and

C) First Amendment to Annual Coastal and Marine Engineering Contract No. R2016-1523 with Aptim Environmental & Infrastructure, Inc. (APTIM) to extend the contract for one year from October 17, 2018 to October 17, 2019. All other provisions remain in full force and effect.

Summary: ATM, a Palm Beach County company, and OAI, a Jacksonville, Florida company, were awarded contracts on September 27, 2016. The County is extending these contracts for one year from September 26, 2018 to September 26, 2019. APTIM, a Palm Beach County company, was awarded a contract on October 18, 2016. The County is extending this contract for one year from October 17, 2018 to October 17, 2019. ATM's contract requires 25% Small Business Enterprise (SBE) and/or Minority and Women Business Enterprise (M/WBE) participation; it has achieved 83.1% participation. OAI's contract requires 38% SBE and/or M/WBE participation; it has achieved 60.3% participation. APTIM's contract requires 15% SBE participation; it has achieved 71.1% participation. Countywide (DC)

Background and Justification: ATM, OAI, and APTIM's contracts were for two years with an option to renew for one additional year. There are no estimates of future work since authorizations are on a task order basis. All rates in the contracts for ATM, OAI and APTIM remain in effect.

Attachments:

- 1. ATM First Amendment
- 2. OAI First Amendment
- 3. APTIM First Amendment

Recommended by:  9/4/18
 Department Director **Date**

Approved by:  9/6/18
 Assistant County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?			Yes _____	No _____	
Does this item include the use of federal funds?			Yes _____	No _____	
Budget Account No.:	Fund _____	Department _____	Unit _____	Object _____	
	Program _____				

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Fiscal impact cannot be determined at this time. Work under each Contract is authorized on a task order basis. Budget is available in various capital project accounts or a budget transfer will be requested prior to or concurrent with task orders being authorized.

C. Department Fiscal Review: *S. Neary*

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Dev. and Control Comments:

Lisa Perez 8/27/18 *Ann J. Jacobson 9/4/18*
 OFMB *8/27/18* *9/8/18* Contract Development and Control
9/24/18 *9/4/18*

B. Legal Sufficiency:
Adrian 9/5/18
 Assistant County Attorney

C. Other Department Review:

 Department Director

**FIRST AMENDMENT TO THE ANNUAL COASTAL AND MARINE ENGINEERING
CONTRACT NO. R2016-1376
DATED SEPTEMBER 27, 2016, BY AND BETWEEN
APPLIED TECHNOLOGY & MANAGEMENT, INC.
AND PALM BEACH COUNTY**

THIS FIRST AMENDMENT to the Annual Coastal and Marine Engineering Contract dated September 27, 2016, (R2016-1376), hereinafter "CONTRACT" by and between Applied Technology & Management, Inc., hereinafter "CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the state of Florida, hereinafter, "COUNTY".

W I T N E S S E T H

WHEREAS, on September 27, 2016, the CONSULTANT and COUNTY entered into a two year Annual Coastal and Marine Engineering Contract for engineering services and other related tasks throughout Palm Beach County; and

WHEREAS, the CONTRACT provides that the contract may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the Board of County Commissioners; and

WHEREAS, this is the only allowable one year term CONTRACT extension per Article 2; and

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to extend the expiration date of the CONTRACT from September 26, 2018 to September 26, 2019, with all original terms, conditions and unit prices adhered to.

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. The CONTRACT, dated September 27, 2016, between the CONSULTANT and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from September 26, 2018 to September 26, 2019.
3. The following Articles of the original contract (R2016-1376) shall be replaced with the following revised Articles:

ARTICLE 8 – 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.

ARTICLE 16 – REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

ARTICLE 24 – NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to

Palm Beach County Resolution R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

ARTICLE 31 – 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.

ARTICLE 33 – 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.

4. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the COUNTY.
5. Except as provided herein, all other provisions of the Annual Coastal and Marine Engineering Contract dated September 27, 2016, shall remain in full force and effect.

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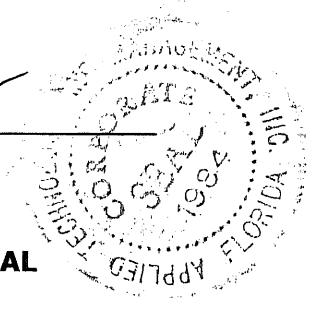
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and sealed this _____ day of _____, 2018.

OWNER:
Palm Beach County, Florida, a
Political Subdivision of the
State of Florida
BOARD OF COUNTY COMMISSIONERS

CONSULTANT:
Applied Technology & Management, Inc.
a Florida Corporation

BY: _____
Melissa McKinlay, Mayor

BY: _____
Michael Jenkins, Ph.D., P.E.,
Coastal Engineering Principal



SEAL

CORPORATE SEAL

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

ATTEST WITNESS:

BY: _____
(Print Name)

BY: Berenice Milgrom
(Print Name)

Berenice Milgrom
(Signature)

(Signature)

BY: Peter Seidle
(Print Name)

Peter Seidle
(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: *Deborah Drum*
Deborah Drum, Director
Environmental Resources Management

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Denise Coffman,
Assistant County Attorney III

**FIRST AMENDMENT TO THE ANNUAL COASTAL AND MARINE ENGINEERING
CONTRACT NO. R2016-1377
DATED SEPTEMBER 27, 2016, BY AND BETWEEN
OLSEN ASSOCIATES, INC.
AND PALM BEACH COUNTY**

THIS FIRST AMENDMENT to the Annual Coastal and Marine Engineering Contract dated September 27, 2016, (R2016-1377), hereinafter "CONTRACT" by and between Olsen 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 September 27, 2016, the CONSULTANT and COUNTY entered into a two year Annual Coastal and Marine Engineering Contract for engineering services and other related tasks throughout Palm Beach County; and

WHEREAS, the CONTRACT provides that the contract may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the Board of County Commissioners; and

WHEREAS, this is the only allowable one year term CONTRACT extension per Article 2; and

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to extend the expiration date of the CONTRACT from September 26, 2018 to September 26, 2019, with all original terms, conditions and unit prices adhered to.

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. The CONTRACT, dated September 27, 2016, between the CONSULTANT and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from September 26, 2018 to September 26, 2019.
3. The following Articles of the original contract (R2016-1377) shall be replaced with the following revised Articles:

ARTICLE 8 – 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.

ARTICLE 16 – REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

ARTICLE 24 – NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to

Palm Beach County Resolution R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

ARTICLE 31 – 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.

ARTICLE 33 – 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.

4. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the COUNTY.
5. Except as provided herein, all other provisions of the Annual Coastal and Marine Engineering Contract dated September 27, 2016, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and sealed this _____ day of _____, 2018.

OWNER:
Palm Beach County, Florida, a
Political Subdivision of the
State of Florida
BOARD OF COUNTY COMMISSIONERS

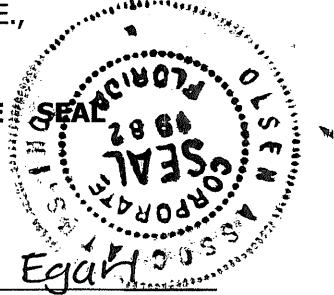
CONSULTANT:
Olsen Associates, Inc.
a Florida Corporation

BY: _____
Melissa McKinlay, Mayor

BY: Christopher G. Creed
Christopher G. Creed, P.E.,
Vice President

SEAL

CORPORATE



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

ATTEST WITNESS:
BY: Krista J. Egan
(Print Name)

BY: _____
(Print Name)

K. J. Egan
(Signature)

(Signature)

BY: Heather L. Kalka
(Print Name)

Heather L. Kalka
(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: Deborah Drum
Deborah Drum, Director
Environmental Resources Management

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Denise Coffman,
Assistant County Attorney III

**FIRST AMENDMENT TO THE ANNUAL COASTAL AND MARINE ENGINEERING
CONTRACT NO. R2016-1523
DATED OCTOBER 18, 2016, BY AND BETWEEN
APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.
AND PALM BEACH COUNTY**

THIS FIRST AMENDMENT to the Annual Coastal and Marine Engineering Contract dated October 18, 2016, (R2016-1523), hereinafter "CONTRACT" by and between Aptim Environmental & Infrastructure, Inc., hereinafter "CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the state of Florida, hereinafter, "COUNTY".

W I T N E S S E T H

WHEREAS, on October 18, 2016, the CONSULTANT and COUNTY entered into a two year Annual Coastal and Marine Engineering Contract for engineering services and other related tasks throughout Palm Beach County; and

WHEREAS, the CONTRACT provides that the contract may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the Board of County Commissioners; and

WHEREAS, this is the only allowable one year term CONTRACT extension per Article 2; and

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to extend the expiration date of the CONTRACT from October 17, 2018 to October 17, 2019, with all original terms, conditions and unit prices adhered to.

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. The CONTRACT, dated October 18, 2016, between the CONSULTANT and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from October 17, 2018 to October 17, 2019.
3. The following Articles of the original contract (R2016-1523) shall be replaced with the following revised Articles:

ARTICLE 8 – 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:

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No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

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Palm Beach County Resolution R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

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ARTICLE 33 – 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.

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4. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the COUNTY.
5. Except as provided herein, all other provisions of the Annual Coastal and Marine Engineering Contract dated October 18, 2016, shall remain in full force and effect.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and sealed this _____ day of _____, 2018.

OWNER:
Palm Beach County, Florida, a
Political Subdivision of the
State of Florida
BOARD OF COUNTY COMMISSIONERS

CONSULTANT:
Aptim Environmental & Infrastructure, Inc.
a Florida Corporation

BY: _____
Melissa McKinlay, Mayor

BY:  _____
Thomas P. Pierro, P.E., D.C.E.,
V.P. for Licensing Purposes



SEAL

CORPORATE SEAL

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

ATTEST WITNESS:

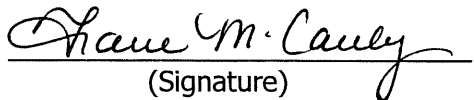
BY: _____
(Print Name)

BY: Tara Brenner
(Print Name)


(Signature)

(Signature)

BY: Tracie McCauley
(Print Name)


(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

BY:  _____
Deborah Drum, Director
Environmental Resources Management

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Denise Coffman,
Assistant County Attorney III