







**Palm Beach County  
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00000365	ERMC Aviation, LLC	Modified	Compliant					16-013R/LJ	ERMC Aviation LLC
		Ap , XV	Liberty Mutual Fire Insurance Company	as2651291276031	2/1/2021	1/1/2022	Auto Liability		
		A++g , XV	ACE Property & Casualty Insurance Company	Multiple policy	12/21/2020	1/1/2022	Excess Liability		
		A++g , XV	ACE Property & Casualty Insurance Company	aapn17950289002	12/21/2020	1/1/2022	General Liability		
		NR-1 ,	Underwriters at Lloyd's, London	n9905849	12/21/2020	1/1/2022	General Liability		
		A+ g , XV	Arch Indemnity Insurance Company	34wc11014102	1/1/2021	1/1/2022	Workers Comp		
A+ g , XI	Arch Insurance Company	31wc11014002	1/1/2021	1/1/2022	Workers Comp				

Risk Profile : Standard - General Services-AOA  
 Required Additional Insured : Palm Beach County Board of County Commissioners  
 Ownership Entity :



9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

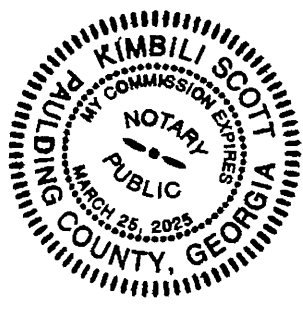
DocuSigned by:  
Bryan Stillwagon  
1023C0BAC9545E  
[sign name]

Bryan Stillwagon, Individually and as  
[print name]  
[select one: Manager or Member]

Sworn to (or affirmed) and subscribed before me by means of [select one]  physical presence -OR-  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Bryan Stillwagon

[select one] Manager  Member of ERMCA Aviation LLC  
[company name]

\_\_\_\_\_, on behalf of the Company, who [select one]  is personally known to me -OR- produced \_\_\_\_\_, as identification and who did take an oath.



[Signature]  
Notary Signature

Kimbili Scott  
Print Notary Name

NOTARY PUBLIC  
State of Georgia at large

My Commission Expires:  
March 25, 2025

**THIRD AMENDMENT  
TO CONTRACT FOR  
OPERATION AND MAINTENANCE OF  
BAGGAGE HANDLING SYSTEMS  
AT PALM BEACH INTERNATIONAL AIRPORT  
(Contract No. 16-013R/LJ)**

**THIS THIRD AMENDMENT**, dated \_\_\_\_\_, 2021, to Contract No. 16-013R/LJ, dated November 22, 2016, is made by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY", and ERMCA Aviation LLC, a Limited Liability Company, 3399 Peachtree Rd., NE, Ste. 1500, Atlanta, GA 30326, a Delaware company authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the parties have entered into that certain Contract dated November 22, 2016 (hereinafter referred to as the "Contract"), under which the CONTRACTOR is to operate, maintain, and repair all inbound, outbound automated Checked Baggage Inspection System/Checked Baggage Reconciliation Areas (hereinafter referred to as the "CBIS/CBRA") and manual sortation Baggage Handling Systems (hereinafter referred to as "BHS") for the Department of Airports; and

**WHEREAS**, the First Amendment to the Contract, dated March 12, 2018 (hereinafter referred to as the "First Amendment"), amended the Contract to accept the assignment of the Contract to ERMCA Aviation LLC, from ERMCA IV, L.P.; and

**WHEREAS**, the Second Amendment to the Contract, dated September 29, 2020 (hereinafter referred to as the "Second Amendment"), modified the Contract to decrease the baggage handling system positions of Manual Encoders and Bag Jammers based on the significant impact from COVID-19, reduced staffing and the amount payable by COUNTY for services under the Contract on a temporary basis, and reduced the Performance Bond or Clean Irrevocable Letter of Credit required by Article 6 to \$2,500,000.00; and

**WHEREAS**, the parties desire to extend the Contract for the period November 28, 2021, through November 27, 2022; and

**WHEREAS**, the parties desire to modify ARTICLE 4 – PAYMENTS TO CONTRACTOR, paragraph A, by increasing the authorized not-to-exceed total contract amount by Two Million One Hundred Forty-Two Thousand Five Hundred Forty Dollars and no cents (\$2,142,540.00); and

**WHEREAS**, the COUNTY has implemented a new insurance management system, and the parties desire to modify ARTICLE 14 – INSURANCE REQUIREMENTS to address changes as to where the CONTRACTOR shall provide evidence of insurance coverage; and

**WHEREAS**, the COUNTY desires to revise ARTICLE 24 – PUBLIC RECORDS, ACCESS AND AUDITS to revise the number of years records are to be maintained to five (5) years; and

**WHEREAS**, the COUNTY desires to modify ARTICLE 29 – SCRUTINIZED COMPANIES (when contract value is greater than \$1 million) in order to comply with F.S. 287.135, which requires that a CONSULTANT must certify 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 and, when contract value is greater than \$1 million, 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; and

**WHEREAS**, the COUNTY desires to add ARTICLE 34 – E-VERIFY – EMPLOYMENT ELIGIBILITY in order to comply with F.S. 448.09.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONTRACTOR agree as follows:

1. ARTICLE 3 - SCHEDULE is hereby amended to read as follows:

“The CONTRACTOR shall commence services on November 28, 2016, and complete all services by November 27, 2022.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.”

2. ARTICLE 4 – PAYMENTS TO CONTRACTOR, paragraph A, is hereby amended to read as follows:

- “A. The total amount to be paid by the COUNTY under this Contract for all operations and maintenance services, subcontracted work, reimbursable parts/materials, and special project work shall not exceed a total contract amount of Eleven Million Eight Hundred Eighty-One Thousand One Hundred Ninety-Seven Dollars and Sixteen cents (\$11,881,197.16). For the performance of operation and maintenance of the Baggage Handling System, the CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit B and as provided below. The total amount to be paid by the COUNTY under this Contract for operations and maintenance shall not exceed Eight Million Five Hundred Thirty-Eight Thousand Six Hundred Fifty-Seven Dollars and Seventy-Two cents (\$8,538,657.72), comprised of Seven Million Two Hundred Thirty-Eight Thousand Six Hundred Fifty-Seven Dollars and Sixteen cents (\$7,238,657.16) for the period November 28, 2016, through November 27, 2021; and One Million Three Hundred Thousand Dollars and Fifty-Six cents (\$1,300,000.56), for the period November 28, 2021, through November 27, 2022 (hereinafter referred to as the “Extended Term”).

During the Extended Term, the parties agree the following terms and conditions shall apply:

- (1) the total fixed annual maintenance fee shall be One Million Two Hundred Twenty-Five Thousand Dollars and Fifty-Six cents (\$1,225,000.56), which shall be payable in equal monthly installments of One Hundred Two Thousand Eighty-Three Dollars and Thirty-Eight cents (\$102,083.38); and
- (2) the provisions of paragraphs 1, 2(D) and 2(E) of the Second Amendment, providing for modifications to minimum staffing levels and payments at a rate of \$17.35 per hour based on reinstatement of Manual Encoder and Bag Jammer positions shall continue to remain in effect; provided, however, the total amount to be paid by the COUNTY for work performed pursuant to the aforementioned provisions during the Extended Term shall not exceed Seventy-Five Thousand Dollars and no cents (\$75,000.00).

The total amount to be paid by the COUNTY under this Contract for Special Project Work, subcontracted/support work, parts or materials, and upgrade for software/hardware shall not exceed Three Million Three Hundred Forty Two Thousand Five Hundred Thirty-Nine Dollars and Forty-Four Cents (\$3,342,539.44) and as indicated below.

The CONTRACTOR shall notify the COUNTY’s representative, in writing, when ninety percent (90%) of the “not-to-exceed amount” has been reached.”



3. ARTICLE 14 – INSURANCE REQUIREMENTS is hereby amended as follows:

a. The first two paragraphs are hereby amended to read as follows:

“Prior to execution of this Contract, the CONTRACTOR shall provide evidence of the following minimum required insurance coverage and limits (i.e., a Certificate of Insurance) to COUNTY, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Donna Pagel, Purchasing Manager, until otherwise notified by the COUNTY.

The CONTRACTOR shall maintain at its sole expense, in full force and effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY’s review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage shall apply on a primary basis.”

b. Paragraph G is hereby amended to read as follows:

“G. Certificates of Insurance: Prior to each subsequent renewal of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the CONTRACTOR shall deliver to the COUNTY a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners  
Insurance Compliance  
PO Box 100085 – DX  
Duluth, GA 30096”

4. ARTICLE 24 – PUBLIC RECORDS, ACCESS AND AUDITS is hereby amended to read as follows:

“ARTICLE 24 – PUBLIC RECORDS, ACCESS AND AUDITS

The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at

least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the CONTRACTOR shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CONTRACTOR is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY 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 Chapter 119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. 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 the CONTRACTOR does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the

CONTRACTOR must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the CONTRACTOR to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680."**

5. ARTICLE 29 – SCRUTINIZED COMPANIES (when contract value is greater than \$1 million) is hereby amended to read as follows:

“ARTICLE 29 – SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR 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. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
- 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 CONTRACTOR 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 CONTRACTOR, 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.”

6. ARTICLE 35 – E-VERIFY – EMPLOYMENT ELEGIBILITY is hereby added to the Contract:

“ARTICLE 35 – E-VERIFY – EMPLOYMENT ELEGIBILITY

CONTRACTOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONTRACTOR’s subcontractor’s performing the duties and obligations of this Contract are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONTRACTOR shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, Contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontractor and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONTRACTOR’s subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONTRACTOR to terminate its Contract with the subcontractor and CONTRACTOR shall immediately terminate its Contract with the subcontractor. If COUNTY terminates this Contract pursuant to the above,

CONTRACTOR shall be barred from being awarded a future Contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, CONTRACTOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination.”

7. All other provisions of said Contract, dated November 22, 2016, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.
8. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this THIRD AMENDMENT shall not take effect until executed by the CONTRACTOR and COUNTY.

**THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY**

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST:  
JOSEPH ABRUZZO  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Dave Kerner, Mayor

WITNESSES:

DocuSigned by:  
*Kimbili Scott*  
\_\_\_\_\_  
9A08F0D70CF3418...  
Signature

Kimbili Scott  
\_\_\_\_\_  
Name (type or print)

DocuSigned by:  
*Joshua Richey*  
\_\_\_\_\_  
0CD516EC197A44E  
Signature

Joshua Richey  
\_\_\_\_\_  
Name (type or print)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
County Attorney

CONTRACTOR:

ERMCAVATION LLC  
\_\_\_\_\_  
Company Name

DocuSigned by:  
*Bryan Stillwagon*  
BY: \_\_\_\_\_  
4D23C03BAC6545F...  
Signature

Bryan Stillwagon  
\_\_\_\_\_  
Typed Name

Asst. Secretary & Assoc. General Counsel  
\_\_\_\_\_  
Title

APPROVED AS TO TERMS  
AND CONDITIONS

BY: *Laura Bebe*  
\_\_\_\_\_  
Director, Department of Airports