





Implementation of the IG Ordinance requires modification of existing annual agreements to incorporate the Inspector General Contract Fee of 0.25% to incorporate the disclosure, inspection and audit provisions; to acknowledge the powers of the Inspector General to review past, present and proposed Palm Beach County contracts, transactions, accounts and records and subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the Consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements; and, to specify that failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes.

**AMENDMENT NO. 1 TO AGREEMENT R2008-0305 DATED MARCH 11, 2008  
BETWEEN  
PALM BEACH COUNTY AND ARCADIS U.S., INC.,  
PROVIDING FOR INTERSECTION IMPROVEMENT PROFESSIONAL SERVICES**

This Amendment to Agreement R2008-0305 dated March 11, 2008 shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Arcadis U.S., Inc., hereinafter referred to as the "ANNUAL CONSULTANT".

**WITNESSETH:**

**WHEREAS**, the County and Arcadis U.S., Inc., entered into an Annual Agreement R2008-0305 dated March 11, 2008, hereinafter referred to as the "Agreement", for the purpose of providing professional intersection improvement services to the County; and

**WHEREAS**, Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049; and

**WHEREAS**, implementation of Ordinance 2009-049 requires modification of existing annual agreements.

**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. Add the following subparagraph to SECTION 5, PAYMENTS TO CONSULTANT:
  - 5.2.4 Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of 0.25%, where applicable, to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.
3. Add the following subparagraph to SECTION 7, GENERAL CONSIDERATION:
  - 7.2.5 Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.

4. Add the following to paragraph 7.13, SECTION 7, GENERAL CONSIDERATION:

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the **CONSULTANT**, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

5. All other provisions of Agreement R2008-0305 dated March 11, 2008 shall continue in full force and effect.
6. The effective date of this Amendment No. 1 to Agreement R2008-0305 dated March 11, 2008, shall become effective upon the execution of this Amendment by both parties.

IN WITNESS WHEREOF, the parties executed this Amendment to the Agreement on the date written above.

**OWNER:**

**Palm Beach County, Florida, a  
Political Subdivision of the  
State of Florida**

**CONSULTANT:**

**Arcadis U.S., Inc.**

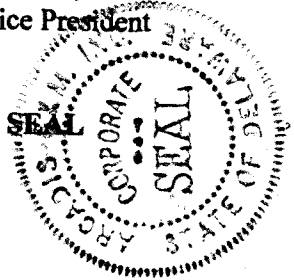
**BOARD OF COMMISSIONERS:**

BY: \_\_\_\_\_  
Burt Aaronson, Chair

BY: Henry Deibel, Jr.  
Henry Deibel, Jr., P.E.  
Associate Vice President

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

CORPORATE SEAL



BY: \_\_\_\_\_  
(Deputy Clerk)

WITNESS:  
BY: Patricia Barr

SEAL

Patricia Barr  
(Printed Name)

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: Ornelis A. Fernandez

BY: Zahid

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

ZAHIDUL SIDDIQUE  
(Printed Name)

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

**AMENDMENT NO. 1 TO AGREEMENT R2008-1414 DATED SEPTEMBER 9, 2008  
BETWEEN  
PALM BEACH COUNTY AND ARCADIS U.S., INC.  
PROVIDING FOR PROFESSIONAL TRAFFIC SIGNAL DESIGN SERVICES**

This Amendment to Agreement R2008-1414 dated September 9, 2008 shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Arcadis U.S., Inc., hereinafter referred to as the "Annual Consultant".

**WITNESSETH:**

**WHEREAS**, the County and Annual Consultant entered into an Annual Agreement R2008-1414 dated September 9, 2008, hereinafter referred to as the "Agreement", for the purpose of providing professional traffic signal design services to the County; and

**WHEREAS**, Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049; and

**WHEREAS**, implementation of Ordinance 2009-049 requires modification of existing annual agreements.

**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. Add the following subparagraph to SECTION 5, PAYMENTS TO CONSULTANT:

5.2.4 Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of 0.25%, where applicable, to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.
3. Add the following subparagraph to SECTION 7, GENERAL CONSIDERATION:

7.2.5 Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.
4. Add the following to paragraph 7.13, SECTION 7, GENERAL CONSIDERATION:

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past,

present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the **CONSULTANT**, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

5. All other provisions of Agreement R2008-1414 dated September 9, 2008 shall continue in full force and effect.

6. The effective date of this Amendment No. 1 to Agreement R2008-1414 dated September 9, 2008, shall become effective upon the execution of this Amendment by both parties.



IN WITNESS WHEREOF, the parties executed this Amendment to the Agreement on the date written above.

OWNER:

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

CONSULTANT:

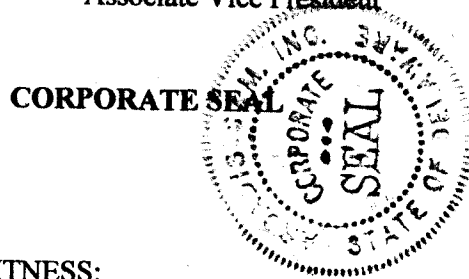
Arcadis U.S., Inc.

BOARD OF COMMISSIONERS:

BY: \_\_\_\_\_  
Burt Aaronson, Chair

BY: \_\_\_\_\_  
Henry Deibel, Jr., P.E.  
Associate Vice President

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



BY: \_\_\_\_\_  
(Deputy Clerk)

WITNESS:  
BY: \_\_\_\_\_  
Pahua Ba

SEAL

\_\_\_\_\_  
(Printed Name)

APPROVED AS TO TERMS  
AND CONDITIONS:

2014  
BY: \_\_\_\_\_  
Ornelis A. Fernandez

BY: \_\_\_\_\_  
Zahid

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
ZAHIDUL SIDDIQUE  
(Printed Name)

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

**AMENDMENT NO. 1 TO AGREEMENT R2008-1425 DATED SEPTEMBER 9, 2008  
BETWEEN  
PALM BEACH COUNTY AND ARDAMAN & ASSOCIATES, INC.  
PROVIDING FOR PROFESSIONAL TESTING LAB SERVICES**

This Amendment to Agreement R2008-1425 dated September 9, 2008 shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Ardaman & Associates, Inc., hereinafter referred to as the "Annual Consultant".

**WITNESSETH:**

**WHEREAS**, the County and Annual Consultant entered into an Annual Agreement R2008-1425 dated September 9, 2008, hereinafter referred to as the "Agreement", for the purpose of providing professional testing lab services to the County; and

**WHEREAS**, Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049; and

**WHEREAS**, implementation of Ordinance 2009-049 requires modification of existing annual agreements.

**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. Add the following subparagraph to SECTION 5, PAYMENTS TO CONSULTANT:

5.2.4 Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of 0.25%, where applicable, to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.
3. Add the following subparagraph to SECTION 7, GENERAL CONSIDERATION:

7.2.5 Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.
4. Add the following to paragraph 7.13, SECTION 7, GENERAL CONSIDERATION:

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past,

present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the **CONSULTANT**, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

5. All other provisions of Agreement R2008-1425 dated September 9, 2008 shall continue in full force and effect.

6. The effective date of this Amendment No. 1 to Agreement R2008-1425 dated September 9, 2008, shall become effective upon the execution of this Amendment by both parties.

IN WITNESS WHEREOF, the parties executed this Amendment to the Agreement on the date written above.

**OWNER:**

**Palm Beach County, Florida, a  
Political Subdivision of the  
State of Florida**

**BOARD OF COMMISSIONERS:**

BY: \_\_\_\_\_  
Burt Aaronson, Chair

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

BY: \_\_\_\_\_  
(Deputy Clerk)

SEAL

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: *[Signature]*  
*[Signature]*

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

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

**CONSULTANT:**

**Ardaman & Associates, Inc.**

BY: *[Signature]*  
Mark L. Mongeau, Vice President  
*[Signature]*  
Gregory J. Stelmack  
Vice President

CORPORATE SEAL

WITNESS:

BY: *[Signature]*  
*[Signature]*

ANNA CARUSO  
(Printed Name)

BY: *[Signature]*  
*[Signature]*

Sunita Maitlaw  
(Printed Name)

**AMENDMENT NO. 1 TO AGREEMENT R2008-0159 DATED FEBRUARY 5, 2008  
BETWEEN  
PALM BEACH COUNTY AND BRIDGE DESIGN ASSOCIATES, INC.,  
PROVIDING FOR STRUCTURAL ENGINEERING PROFESSIONAL SERVICES**

This Amendment to Agreement R2008-0159 dated February 5, 2008 shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Bridge Design Associates, Inc., hereinafter referred to as the "ANNUAL CONSULTANT".

**WITNESSETH:**

**WHEREAS**, the County and Bridge Design Associates, Inc., entered into an Annual Agreement R2008-0159 dated February 5, 2008, hereinafter referred to as the "Agreement", for the purpose of providing professional structural engineering services to the County; and

**WHEREAS**, Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049; and

**WHEREAS**, implementation of Ordinance 2009-049 requires modification of existing annual agreements.

**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. Add the following subparagraph to SECTION 5, PAYMENTS TO CONSULTANT:  

5.2.4 Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of 0.25%, where applicable, to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.
3. Add the following subparagraph to SECTION 7, GENERAL CONSIDERATION:  

7.2.5 Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.
4. Add the following to paragraph 7.13, SECTION 7, GENERAL CONSIDERATION:  

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past,

present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the **CONSULTANT**, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

5. All other provisions of Agreement R2008-0159 dated February 5, 2008 shall continue in full force and effect.

6. The effective date of this Amendment No. 1 to Agreement R2008-0159 dated February 5, 2008, shall become effective upon the execution of this Amendment by both parties.

IN WITNESS WHEREOF, the parties executed this Amendment to the Agreement on the date written above.

**OWNER:**

**Palm Beach County, Florida, a  
Political Subdivision of the  
State of Florida**

**CONSULTANT:**

**Bridge Design Associates, Inc.**

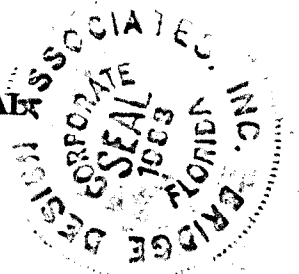
**BOARD OF COMMISSIONERS:**

BY: \_\_\_\_\_  
Burt Aaronson, Chair

BY:   *B*    
Brian C. Rheault, P.E., President

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

CORPORATE SEAL



BY: \_\_\_\_\_  
(Deputy Clerk)

WITNESS:  
BY:   *Kim E. Droggos*  

SEAL

  KIM E. DROGGOS    
(Printed Name)

APPROVED AS TO TERMS  
AND CONDITIONS:

<sup>8/24</sup>  
BY:   *Ornella A. Ferraro*  

BY:   *Craig Burkhardt*  

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

  CRAIG BURKHARDT    
(Printed Name)

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

**AMENDMENT NO. 1 TO AGREEMENT R2008-0317 DATED MARCH 11, 2008  
BETWEEN  
PALM BEACH COUNTY AND BROWN & PHILLIPS, INC.  
PROVIDING FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES**

This Amendment to Agreement R2008-0317 dated March 11, 2008 shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Brown & Phillips, Inc., hereinafter referred to as the "Annual Consultant".

**WITNESSETH:**

**WHEREAS**, the County and Annual Consultant entered into an Annual Agreement R2008-0317 dated March 11, 2008, hereinafter referred to as the "Agreement", for the purpose of providing professional surveying and mapping services to the County; and

**WHEREAS**, Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049; and

**WHEREAS**, implementation of Ordinance 2009-049 requires modification of existing annual agreements.

**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. Add the following subparagraph to SECTION 5, PAYMENTS TO CONSULTANT:  

5.2.4 Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of 0.25%, where applicable, to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.
3. Add the following subparagraph to SECTION 7, GENERAL CONSIDERATION:  

7.2.5 Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.
4. Add the following to paragraph 7.13, SECTION 7, GENERAL CONSIDERATION:  

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past,



present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the **CONSULTANT**, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

5. All other provisions of Agreement R2008-0317 dated March 11, 2008 shall continue in full force and effect.

6. The effective date of this Amendment No. 1 to Agreement R2008-0317 dated March 11, 2008, shall become effective upon the execution of this Amendment by both parties.

IN WITNESS WHEREOF, the parties executed this Amendment to the Agreement on the date written above.

**OWNER:**

**Palm Beach County, Florida, a  
Political Subdivision of the  
State of Florida**

**CONSULTANT:**

**Brown & Phillips, Inc.**

**BOARD OF COMMISSIONERS:**

BY: \_\_\_\_\_  
Burt Aaronson, Chair

BY: Anthony Brown  
Anthony Brown, P.L.S., C.E.O.

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

**CORPORATE SEAL**



BY: \_\_\_\_\_  
(Deputy Clerk)

WITNESS:

BY: John E Phillips  
John E Phillips  
(Printed Name)

SEAL

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: Donna A. Fernandez

BY: Michelle S. Lang

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

Michelle S. Lang  
(Printed Name)

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

**AMENDMENT NO. 1 TO AGREEMENT R2008-0161 DATED FEBRUARY 5, 2008  
BETWEEN  
PALM BEACH COUNTY AND  
CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A.,  
PROVIDING FOR STRUCTURAL ENGINEERING PROFESSIONAL SERVICES**

This Amendment to Agreement R2008-0161 dated February 5, 2008 shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Corzo Castella Carballo Thompson Salman, P.A., hereinafter referred to as the "Annual Consultant".

**WITNESSETH:**

**WHEREAS**, the County and Annual Consultant entered into an Annual Agreement R2008-0161 dated February 5, 2008, hereinafter referred to as the "Agreement", for the purpose of providing professional structural engineering services to the County; and

**WHEREAS**, Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049; and

**WHEREAS**, implementation of Ordinance 2009-049 requires modification of existing annual agreements.

**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. Add the following subparagraph to SECTION 5, PAYMENTS TO CONSULTANT:

5.2.4 Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of 0.25%, where applicable, to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.
3. Add the following subparagraph to SECTION 7, GENERAL CONSIDERATION:

7.2.5 Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.

4. Add the following to paragraph 7.13, SECTION 7, GENERAL CONSIDERATION:

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the **CONSULTANT**, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

5. All other provisions of Agreement R2008-0161 dated February 5, 2008 shall continue in full force and effect.
6. The effective date of this Amendment No. 1 to Agreement R2008-0161 dated February 5, 2008, shall become effective upon the execution of this Amendment by both parties.

IN WITNESS WHEREOF, the parties executed this Amendment to the Agreement on the date written above.

**OWNER:**

**Palm Beach County, Florida, a  
Political Subdivision of the  
State of Florida**

**CONSULTANT:**

**Corzo Castella Carballo Thompson  
Salman, P.A.**

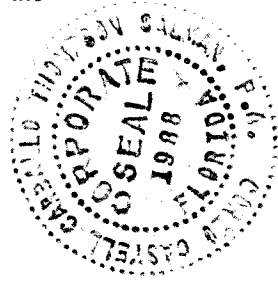
**BOARD OF COMMISSIONERS:**

BY: \_\_\_\_\_  
Burt Aaronson, Chair

BY: Terrance N. Glunt  
Terrance N. Glunt, P.E.  
Principal-Associate

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

CORPORATE SEAL



BY: \_\_\_\_\_  
(Deputy Clerk)

WITNESS:  
BY: \_\_\_\_\_

SEAL

Jeffrey S. Crano  
(Printed Name)

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: Donna A. Furness

BY: Mustafa Alkassar

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

Mustafa Alkassar  
(Printed Name)

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

**AMENDMENT NO. 1 TO AGREEMENT R2008-0020 DATED JANUARY 15, 2008  
BETWEEN  
PALM BEACH COUNTY AND DENNIS J. LEAVY & ASSOCIATES, INC.  
PROVIDING FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES**

This Amendment to Agreement R2008-0020 dated January 15, 2008 shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Dennis J. Leavy & Associates, Inc., hereinafter referred to as the "Annual Consultant".

**WITNESSETH:**

**WHEREAS**, the County and Annual Consultant entered into an Annual Agreement R2008-0020 dated January 15, 2008, hereinafter referred to as the "Agreement", for the purpose of providing professional surveying and mapping services to the County; and

**WHEREAS**, Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049; and

**WHEREAS**, implementation of Ordinance 2009-049 requires modification of existing annual agreements.

**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. Add the following subparagraph to SECTION 5, PAYMENTS TO CONSULTANT:

5.2.4 Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of 0.25%, where applicable, to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.

3. Add the following subparagraph to SECTION 7, GENERAL CONSIDERATION:

7.2.5 Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.

4. Add the following to paragraph 7.13, SECTION 7, GENERAL CONSIDERATION:

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past,

present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the **CONSULTANT**, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

5. All other provisions of Agreement R2008-0020 dated January 15, 2008 shall continue in full force and effect.

6. The effective date of this Amendment No. 1 to Agreement R2008-0020 dated January 15, 2008, shall become effective upon the execution of this Amendment by both parties.

IN WITNESS WHEREOF, the parties executed this Amendment to the Agreement on the date written above.

**OWNER:**

**Palm Beach County, Florida, a  
Political Subdivision of the  
State of Florida**

**BOARD OF COMMISSIONERS:**

BY: \_\_\_\_\_  
Burt Aaronson, Chair

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

BY: \_\_\_\_\_  
(Deputy Clerk)

SEAL

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: *Doretha A. Fernandez*

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

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

**CONSULTANT:**

**Dennis J. Leavy & Associates, Inc.**

BY: *[Signature]*  
Dennis J. Leavy, P.S.M., President

**CORPORATE SEAL**

WITNESS:

BY: *[Signature]*  
Gary H. Coe  
(Printed Name)

BY: *[Signature]*  
Vicki R. Surina  
(Printed Name)



**AMENDMENT NO. 1 TO AGREEMENT R2008-1828 DATED OCTOBER 21, 2008  
BETWEEN  
PALM BEACH COUNTY AND DUNKELBERGER ENGINEERING & TESTING, INC.  
PROVIDING FOR PROFESSIONAL TESTING LAB SERVICES**

This Amendment to Agreement R2008-1828 dated October 21, 2008 shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Dunkelberger Engineering & Testing, Inc., hereinafter referred to as the "Annual Consultant".

**WITNESSETH:**

**WHEREAS**, the County and Annual Consultant entered into an Annual Agreement R2008-1828 dated October 21, 2008, hereinafter referred to as the "Agreement", for the purpose of providing professional testing lab services to the County; and

**WHEREAS**, Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049; and

**WHEREAS**, implementation of Ordinance 2009-049 requires modification of existing annual agreements.

**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. Add the following subparagraph to SECTION 5, PAYMENTS TO CONSULTANT:

5.2.4 Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of 0.25%, where applicable, to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.
3. Add the following subparagraph to SECTION 7, GENERAL CONSIDERATION:

7.2.5 Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.
4. Add the following to paragraph 7.13, SECTION 7, GENERAL CONSIDERATION:

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past,

present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the **CONSULTANT**, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

5. All other provisions of Agreement R2008-1828 dated October 21, 2008 shall continue in full force and effect.

6. The effective date of this Amendment No. 1 to Agreement R2008-1828 dated October 21, 2008, shall become effective upon the execution of this Amendment by both parties.

IN WITNESS WHEREOF, the parties executed this Amendment to the Agreement on the date written above.

**OWNER:**

**Palm Beach County, Florida, a  
Political Subdivision of the  
State of Florida**

**CONSULTANT:**

**Dunkelberger Engineering  
& Testing, Inc.**

**BOARD OF COMMISSIONERS:**

BY: \_\_\_\_\_  
Burt Aaronson, Chair

BY: Kevin E. Aubry  
Kevin E. Aubry, P.E.  
Principal/Project Manager

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

**CORPORATE SEAL**



BY: \_\_\_\_\_  
(Deputy Clerk)

WITNESS:  
BY: Michael J. O'Connor  
Michael J. O'Connor  
(Printed Name)

SEAL

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: Ornelis A. Fernandez

BY: Rebecca J. Koszick  
Rebecca J. Koszick  
(Printed Name)

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

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

**AMENDMENT NO. 1 TO AGREEMENT R2008-0164 DATED FEBRUARY 5, 2008  
BETWEEN  
PALM BEACH COUNTY AND ERDMAN ANTHONY OF FLORIDA, INC.,  
PROVIDING FOR INTERSECTION IMPROVEMENT PROFESSIONAL SERVICES**

This Amendment to Agreement R2008-0164 dated February 5, 2008 shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Erdman Anthony of Florida, Inc., hereinafter referred to as the "ANNUAL CONSULTANT".

**WITNESSETH:**

**WHEREAS**, the County and Erdman Anthony of Florida, Inc., entered into an Annual Agreement R2008-0164 dated February 5, 2008, hereinafter referred to as the "Agreement", for the purpose of providing professional intersection improvement services to the County; and

**WHEREAS**, Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049; and

**WHEREAS**, implementation of Ordinance 2009-049 requires modification of existing annual agreements.

**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. Add the following subparagraph to SECTION 5, PAYMENTS TO CONSULTANT:

5.2.4 Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of 0.25%, where applicable, to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.
3. Add the following subparagraph to SECTION 7, GENERAL CONSIDERATION:

7.2.5 Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.
4. Add the following to paragraph 7.13, SECTION 7, GENERAL CONSIDERATION:

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past,

present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the **CONSULTANT**, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

5. All other provisions of Agreement R2008-0164 dated February 5, 2008 shall continue in full force and effect.

6. The effective date of this Amendment No. 1 to Agreement R2008-0164 dated February 5, 2008, shall become effective upon the execution of this Amendment by both parties.

IN WITNESS WHEREOF, the parties executed this Amendment to the Agreement on the date written above.

**OWNER:**

**Palm Beach County, Florida, a**  
Political Subdivision of the  
State of Florida

**CONSULTANT:**

**Erdman Anthony of Florida, Inc.**

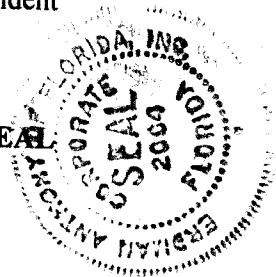
**BOARD OF COMMISSIONERS:**

BY: \_\_\_\_\_  
Burt Aaronson, Chair

BY: \_\_\_\_\_  
James F. Noth, P.E., P.S.M.  
Vice President

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

CORPORATE SEAL



BY: \_\_\_\_\_  
(Deputy Clerk)

WITNESS:

BY: Kimberly A. Heath

Kimberly A. Heath  
(Printed Name)

SEAL

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: Ornelis A. Fernandez

BY: Barri Cupp

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

Barri Cupp  
(Printed Name)

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

**AMENDMENT NO. 1 TO AGREEMENT R2008-1829 DATED OCTOBER 21, 2008  
BETWEEN  
PALM BEACH COUNTY AND NODARSE & ASSOCIATES, INC.  
PROVIDING FOR PROFESSIONAL TESTING LAB SERVICES**

This Amendment to Agreement R2008-1829 dated October 21, 2008 shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Nodarse & Associates, Inc., hereinafter referred to as the "Annual Consultant".

**WITNESSETH:**

**WHEREAS**, the County and Annual Consultant entered into an Annual Agreement R2008-1829 dated October 21, 2008, hereinafter referred to as the "Agreement", for the purpose of providing professional testing lab services to the County; and

**WHEREAS**, Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049; and

**WHEREAS**, implementation of Ordinance 2009-049 requires modification of existing annual agreements.

**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. Add the following subparagraph to SECTION 5, PAYMENTS TO CONSULTANT:

5.2.4 Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of 0.25%, where applicable, to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.
3. Add the following subparagraph to SECTION 7, GENERAL CONSIDERATION:

7.2.5 Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.
4. Add the following to paragraph 7.13, SECTION 7, GENERAL CONSIDERATION:

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past,

present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the **CONSULTANT**, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

5. All other provisions of Agreement R2008-1829 dated October 21, 2008 shall continue in full force and effect.
6. The effective date of this Amendment No. 1 to Agreement R2008-1829 dated October 21, 2008, shall become effective upon the execution of this Amendment by both parties.



IN WITNESS WHEREOF, the parties executed this Amendment to the Agreement on the date written above.

**OWNER:**

**Palm Beach County, Florida, a  
Political Subdivision of the  
State of Florida**

**CONSULTANT:**

**Nodarse & Associates, Inc.**

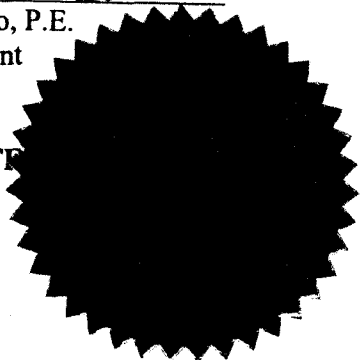
**BOARD OF COMMISSIONERS:**

BY: \_\_\_\_\_  
Burt Aaronson, Chair

BY: Hugo E. Soto  
Hugo E. Soto, P.E.  
Vice President

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

**CORPORATE**



BY: \_\_\_\_\_  
(Deputy Clerk)

WITNESS:  
BY: Rot Nulkar

SEAL

Rutugandha Nulkar  
(Printed Name)

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: Daniel G. Ferri

BY: Carol Panto

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

CAROL PANTO  
(Printed Name)

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

**AMENDMENT NO. 1 TO AGREEMENT R2008-1280 DATED JULY 22, 2008  
BETWEEN  
PALM BEACH COUNTY AND PROGRESSIVE DESIGN & ENGINEERING, INC.  
PROVIDING FOR PROFESSIONAL TRAFFIC SIGNAL DESIGN SERVICES**

This Amendment to Agreement R2008-1280 dated July 22, 2008 shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Progressive Design & Engineering, Inc., hereinafter referred to as the "Annual Consultant".

**WITNESSETH:**

**WHEREAS**, the County and Annual Consultant entered into an Annual Agreement R2008-1280 dated July 22, 2008, hereinafter referred to as the "Agreement", for the purpose of providing professional traffic signal design services to the County; and

**WHEREAS**, Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049; and

**WHEREAS**, implementation of Ordinance 2009-049 requires modification of existing annual agreements.

**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. Add the following subparagraph to SECTION 5, PAYMENTS TO CONSULTANT:

5.2.4 Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of 0.25%, where applicable, to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.
3. Add the following subparagraph to SECTION 7, GENERAL CONSIDERATION:

7.2.5 Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.
4. Add the following to paragraph 7.13, SECTION 7, GENERAL CONSIDERATION:

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past,

present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the **CONSULTANT**, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

5. All other provisions of Agreement R2008-1280 dated July 22, 2008 shall continue in full force and effect.

6. The effective date of this Amendment No. 1 to Agreement R2008-1280 dated July 22, 2008, shall become effective upon the execution of this Amendment by both parties.

IN WITNESS WHEREOF, the parties executed this Amendment to the Agreement on the date written above.

**OWNER:**

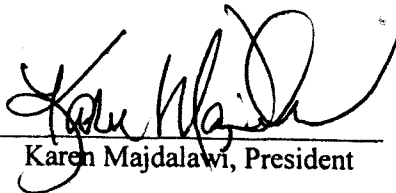
**Palm Beach County, Florida, a  
Political Subdivision of the  
State of Florida**

**CONSULTANT:**

**Progressive Design  
& Engineering, Inc.**

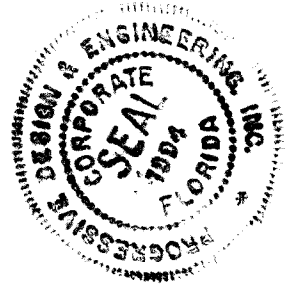
**BOARD OF COMMISSIONERS:**

BY: \_\_\_\_\_  
Burt Aaronson, Chair

BY:   
Karen Majdalawi, President

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

**CORPORATE SEAL**



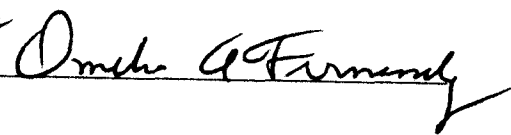
BY: \_\_\_\_\_  
(Deputy Clerk)

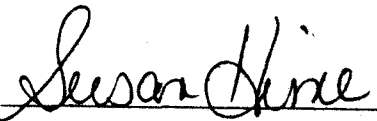
WITNESS:  
BY: 

SEAL

Wael Majdalawi  
(Printed Name)

APPROVED AS TO TERMS  
AND CONDITIONS:

<sup>174</sup>  
BY: 

BY: 

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

Susan Hime  
(Printed Name)

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

**AMENDMENT NO. 1 TO AGREEMENT R2008-1602 DATED SEPTEMBER 23, 2008  
BETWEEN  
PALM BEACH COUNTY AND RADISE INTERNATIONAL, LC  
PROVIDING FOR PROFESSIONAL TESTING LAB SERVICES**

This Amendment to Agreement R2008-1602 dated September 23, 2008 shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Radise International, LC, hereinafter referred to as the "Annual Consultant".

**WITNESSETH:**

**WHEREAS**, the County and Annual Consultant entered into an Annual Agreement R2008-1602 dated September 23, 2008, hereinafter referred to as the "Agreement", for the purpose of providing professional testing lab services to the County; and

**WHEREAS**, Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049; and

**WHEREAS**, implementation of Ordinance 2009-049 requires modification of existing annual agreements.

**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. Add the following subparagraph to SECTION 5, PAYMENTS TO CONSULTANT:

5.2.4 Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of 0.25%, where applicable, to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.

3. Add the following subparagraph to SECTION 7, GENERAL CONSIDERATION:

7.2.5 Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.

4. Add the following to paragraph 7.13, SECTION 7, GENERAL CONSIDERATION:

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past,

present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

5. All other provisions of Agreement R2008-1602 dated September 23, 2008 shall continue in full force and effect.

6. The effective date of this Amendment No. 1 to Agreement R2008-1602 dated September 23, 2008, shall become effective upon the execution of this Amendment by both parties.

IN WITNESS WHEREOF, the parties executed this Amendment to the Agreement on the date written above.

**OWNER:**

**Palm Beach County, Florida, a  
Political Subdivision of the  
State of Florida**

**CONSULTANT:**

**Radise International, LC**

**BOARD OF COMMISSIONERS:**

BY: \_\_\_\_\_  
Burt Aaronson, Chair

BY: *Kumar A. Alladi* 8/12/10  
Kumar A. Alladi, P.E., President

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

**CORPORATE SEAL**



BY: \_\_\_\_\_  
(Deputy Clerk)

WITNESS:  
BY: *Jennifer Glynn*  
Jennifer Glynn  
(Printed Name)

SEAL

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: *Ornelis A. Fernandez*

BY: *Rekha*

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

REKHA S. JADALA  
(Printed Name)

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

**AMENDMENT NO. 1 TO AGREEMENT R2008-0160 DATED FEBRUARY 5, 2008  
BETWEEN  
PALM BEACH COUNTY AND R. J. BEHAR & COMPANY, INC.  
PROVIDING FOR STRUCTURAL ENGINEERING PROFESSIONAL SERVICES**

This Amendment to Agreement R2008-0160 dated February 5, 2008 shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and R. J. Behar & Company, Inc., hereinafter referred to as the "Annual Consultant".

**WITNESSETH:**

**WHEREAS**, the County and Annual Consultant entered into an Annual Agreement R2008-0160 dated February 5, 2008, hereinafter referred to as the "Agreement", for the purpose of providing professional structural engineering services to the County; and

**WHEREAS**, Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049; and

**WHEREAS**, implementation of Ordinance 2009-049 requires modification of existing annual agreements.

**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. Add the following subparagraph to SECTION 5, PAYMENTS TO CONSULTANT:

5.2.4 Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of 0.25%, where applicable, to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.

3. Add the following subparagraph to SECTION 7, GENERAL CONSIDERATION:

7.2.5 Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.

4. Add the following to paragraph 7.13, SECTION 7, GENERAL CONSIDERATION:

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past,



present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the **CONSULTANT**, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

5. All other provisions of Agreement R2008-0160 dated February 5, 2008 shall continue in full force and effect.

6. The effective date of this Amendment No. 1 to Agreement R2008-0160 dated February 5, 2008, shall become effective upon the execution of this Amendment by both parties.

IN WITNESS WHEREOF, the parties executed this Amendment to the Agreement on the date written above.

**OWNER:**

**Palm Beach County, Florida, a  
Political Subdivision of the  
State of Florida**

**CONSULTANT:**

**R. J. Behar & Company, Inc.**

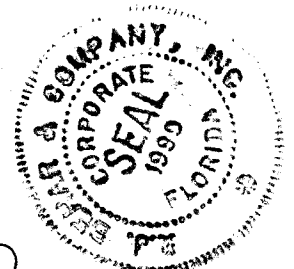
**BOARD OF COMMISSIONERS:**

BY: \_\_\_\_\_  
Burt Aaronson, Chair

BY: *R. J. Behar*  
Robert J. Behar, President

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

**CORPORATE SEAL**



BY: \_\_\_\_\_  
(Deputy Clerk)

WITNESS:  
BY: *Dereth Behar*

SEAL

\_\_\_\_\_  
Dereth Behar  
(Printed Name)

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: *Doreen G. Fernandez*

BY: *Lizanna Kadir*

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Lizanna Kadir  
(Printed Name)

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

**AMENDMENT NO. 1 TO AGREEMENT R2008-2034 DATED NOVEMBER 18, 2008  
BETWEEN  
PALM BEACH COUNTY AND TESTING LAB OF THE PALM BEACHES, INC.  
PROVIDING FOR PROFESSIONAL TESTING LAB SERVICES**

This Amendment to Agreement R2008-2034 dated November 18, 2008 shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Testing Lab of the Palm Beaches, Inc., hereinafter referred to as the "Annual Consultant".

**WITNESSETH:**

**WHEREAS**, the County and Annual Consultant entered into an Annual Agreement R2008-2034 dated November 18, 2008, hereinafter referred to as the "Agreement", for the purpose of providing professional testing lab services to the County; and

**WHEREAS**, Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049; and

**WHEREAS**, implementation of Ordinance 2009-049 requires modification of existing annual agreements.

**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. Add the following subparagraph to SECTION 5, PAYMENTS TO CONSULTANT:

5.2.4 Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of 0.25%, where applicable, to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.
3. Add the following subparagraph to SECTION 7, GENERAL CONSIDERATION:

7.2.5 Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.
4. Add the following to paragraph 7.13, SECTION 7, GENERAL CONSIDERATION:

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past,

present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the **CONSULTANT**, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

5. All other provisions of Agreement R2008-2034 dated November 18, 2008 shall continue in full force and effect.

6. The effective date of this Amendment No. 1 to Agreement R2008-2034 dated November 18, 2008, shall become effective upon the execution of this Amendment by both parties.

IN WITNESS WHEREOF, the parties executed this Amendment to the Agreement on the date written above.

**OWNER:**

**Palm Beach County, Florida, a  
Political Subdivision of the  
State of Florida**

**CONSULTANT:**

**Testing Lab of the Palm Beaches, Inc.**

**BOARD OF COMMISSIONERS:**

BY: \_\_\_\_\_  
Burt Aaronson, Chair

BY: John Adair  
John Adair, P.E., President

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

**CORPORATE SEAL**

BY: \_\_\_\_\_  
(Deputy Clerk)

WITNESS:  
BY: Laurie A. Rogers

SEAL

LAURIE A. ROGERS  
(Printed Name)

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: <sup>07/14</sup> Ornelis A. Fernandez

BY: Stephen Cole

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

STEPHEN COLE  
(Printed Name)

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

**AMENDMENT NO. 1 TO AGREEMENT R2008-1417 DATED SEPTEMBER 9, 2008  
BETWEEN  
PALM BEACH COUNTY AND TIERRA, INC.  
PROVIDING FOR PROFESSIONAL TESTING LAB SERVICES**

This Amendment to Agreement R2008-1417 dated September 9, 2008 shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Tierra, Inc., hereinafter referred to as the "Annual Consultant".

**WITNESSETH:**

**WHEREAS**, the County and Annual Consultant entered into an Annual Agreement R2008-1417 dated September 9, 2008; hereinafter referred to as the "Agreement", for the purpose of providing professional testing lab services to the County; and

**WHEREAS**, Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049; and

**WHEREAS**, implementation of Ordinance 2009-049 requires modification of existing annual agreements.

**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. Add the following subparagraph to SECTION 5, PAYMENTS TO CONSULTANT:

5.2.4 Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of 0.25%, where applicable, to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.
3. Add the following subparagraph to SECTION 7, GENERAL CONSIDERATION:

7.2.5 Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.
4. Add the following to paragraph 7.13, SECTION 7, GENERAL CONSIDERATION:

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past,

present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the **CONSULTANT**, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

5. All other provisions of Agreement R2008-1417 dated September 9, 2008 shall continue in full force and effect.

6. The effective date of this Amendment No. 1 to Agreement R2008-1417 dated September 9, 2008, shall become effective upon the execution of this Amendment by both parties.

IN WITNESS WHEREOF, the parties executed this Amendment to the Agreement on the date written above.

**OWNER:**

**Palm Beach County, Florida, a  
Political Subdivision of the  
State of Florida**

**BOARD OF COMMISSIONERS:**

BY: \_\_\_\_\_  
Burt Aaronson, Chair

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

BY: \_\_\_\_\_  
(Deputy Clerk)

SEAL

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: <sup>02/24</sup> \_\_\_\_\_  
*Ornela Hernandez*

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

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

**CONSULTANT:**

**Tierra, Inc.**

BY: \_\_\_\_\_  
*Francois Thomas, P.E.*  
Principal Engineer

CORPORATE SEAL



WITNESS:  
BY: \_\_\_\_\_  
*Bonni Furt*

\_\_\_\_\_  
Bonni Furt  
(Printed Name)

BY: \_\_\_\_\_  
*Wilson Gonzalez*  
Wilson Gonzalez  
(Printed Name)