Agenda Item #: 3-C-16

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date: Department:	April 20, 2010	[x] []	Consent Workshop	[]	Regular Public Hearing		
Submitted By:	Engineering & Public Works Department						
Submitted For:	Roadway Production Division						

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 1 to the following agreements to incorporate the requirements and fee for the Office of the Inspector General:

A) Arcadis U.S., Inc., (March 11, 2008, R2008-0305) providing for intersection improvement professional services;

B) Arcadis U.S., Inc., (September 9, 2008, R2008-1414) providing for traffic signal design services;

C) Ardaman & Associates, Inc., (September 9, 2008, R2008-1425) providing for professional testing lab services;

D) Bridge Design Associates, Inc., (February 5, 2008, R2008-0159) providing for structural engineering professional services;

E) Brown & Phillips, Inc., (March 11, 2008, R2008-0317) providing for professional surveying and mapping services;

F) Corzo Castella Carballo Thompson Salman, P.A., (February 5, 2008, R2008-0161) providing for structural engineering professional services;

G) Dennis J. Leavy & Associates, Inc.,(January 15, 2008, R2008-0020) providing for professional surveying and mapping services;

H) Dunkelberger Engineering & Testing, Inc., whose original Agreement was dated October 21, 2008, R2008-1828 providing for professional testing lab services;

I) Erdman Anthony of Florida, Inc., (February 5, 2008, R2008-0164) providing for intersection improvement professional services;

J) Nodarse & Associates, Inc., (October 21, 2008, R2008-1829) providing for professional testing lab services;

K) Progressive Design & Engineering, Inc., (July 22, 2008, R2008-1280) providing for professional traffic signal design services;

L) Radise International, LC, (September 23, 2008, R2008-1602) providing for professional testing lab services;

M) R. J. Behar & Company, Inc., (February 5, 2008, R2008-0160) providing for structural engineering professional services;

N) Testing Lab of the Palm Beaches, Inc., (November 18, 2008, R2008-2034) providing for professional testing lab services and

O) Tierra, Inc., whose original Agreement (September 9, 2008, R2008-1417) providing for professional testing lab services.

SUMMARY: Approval of these Amendments will add the necessary language to the consultants' contracts regarding the applicability of the Inspector General Ordinance (IG Ordinance) and the inclusion of the Inspector General fee into future task orders to the consultant. Countywide (PK)

Background and Justification: (Continued on Page 3)

Attachments:

1. Amendment No. 1 to 15 agreements (2 each)

=======================================	**=====================================	
Recommended by:		
Approved By:	Division Director	Date 3/25/10
	County Engineer	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ -0-	-0-	_0-		-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)					
Is Item Included in Curren Budget Acct No.: Fund	t Budget? Dept.	Yes Unit Ob	iect	No	
Prog		· · · · · · · · · · · · · · · · · · ·			

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item has no fiscal impact. The amendments are changing the agreements to include the Inspector General Fee.

C. Departmental Fiscal Review: _____ abwill hute

III. <u>REVIEW COMMENTS</u>

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

B. Approved as to Form and Legal Sufficiency:

C. Other Department Review:

Contract Dev. and Contro These Amendments camply with our newsen why i remarks Engineering is ab tacaing polated inscrance where warranted.

Department Director

This summary is not to be used as a basis for payment. 2 I:\WP\AGENDAPAGE2\AGNPGTWO2010\000.NO.IMPACT.DOC

PAGE 3 (CONTINUED FROM PAGE 1)

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.

OWNER:

CONSULTANT:

Arcadis U.S., Inc.

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:

armand

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY:

Assistant County Attorney

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

CORPORATE SEAL

WITNESS:

BY: tanical

rual Printed Name)

BY: Ichi

ZAHIDUL SIPPIQUE (Printed Name)

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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:

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.

OWNER:

CONSULTANT:

Arcadis U.S., Inc.

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: Omeles de

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY:

Assistant County Attorney

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

CORPORATE

WITNESS:

BY: tahiuak

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(Printed Name)

BY: - Zahi)

ZAHIDUL SIDDIQUE (Printed Name)

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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:

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.

OWNER:

CONSULTANT:

Ardaman & Associates, Inc.

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:

Orrelas Ct day maky ΒY

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY: _

Assistant County Attorney

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BY: <u>Mark L. Mongeau, Vice President</u> Gregory J. Stelmack Vice President

CORPORATE SEAL

WITNESS: na Caruso BY

ANNA CARUSO (Printed Name)

BY (Printed Name) ta_

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:

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.

OWNER:

CONSULTANT:

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: Omelen aFirmed

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY:

Assistant County Attorney

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BY Brian C. Rheault, P.E., President

Bridge Design Associates, Inc.

CORPORATE SE

WITNESS: BY: Kim E. Droggoo

KIM E. DROGGOS

(Printed Name)

BY

(Printed Name)

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:

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.

2

OWNER:

CONSULTANT:

Brown & Phillips, Inc.

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:

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY:

Assistant County Attorney

BY: Anthony Brown, P. **CORPORATE S**

WITNESS: E Pla BY pr Bi John

(Printed Name)

BY:

(Printed Name)

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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.

1

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.

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: rela GF1

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY:

Assistant County Attorney

CONSULTANT:

Corzo Castella Carballo Thompson Salman, P.A.

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

: .

CORPORATE SEAL

WITNESS:

BY:

ited Name)

BY: Musth Mh

Mustefa Albassam (Printed Name)

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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:

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.

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: 14 nd

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY:

Assistant County Attorney

Dennis J. Leavy & Associates, Inc.

CONSULTANT:

BY: De S.M., President is I eavv.

CORPORATE SEAL

WITNESS: BY:

BY: Uch

Vicki SURINA (Printed Name)

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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:

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.

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:

U4 BÝ:

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY:

Assistant County Attorney

CONSULTANT:

Dunkelberger Engineering & Testing, Inc.

BY:

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

CORPORATE S R (Printed Name)

Kolik BY

(Printed Name)

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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:

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.

OWNER:

CONSULTANT:

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:

meles a Firmery BY:

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY:

Assistant County Attorney

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

Erdman Anthony of Florida, Inc.

CORPORATE SEAL S LIS

WITNESS:

A. Skath embuly BY:

mberli .Heath

BY: Pari

Barri Cu (Printed Name)

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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:

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.

OWNER:

CONSULTANT:

Nodarse & Associates, Inc.

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:

Omela 47 BY:

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY:

Assistant County Attorney

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BY: Hugo E Soto, P.E Vice President

CORPORA

WITNESS:

BY: Not Imulkar

Villandha Nulkan (Printed Name)

Le Panto BY:

CAVOL PANTO (Printed Name)

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:

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.

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:

B my

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY:

Assistant County Attorney

CONSULTANT:

Progressive Design & Engineering, Inc.

BY n Majdalawi, President Kar

CORPORATE SEAL



WITNESS:

BY:

Wael Majdalawi (Printed Name)

BY: S

Susan Hime (Printed Name)

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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:

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:

CONSULTANT:

Radise International, LC

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:

ØLu BY

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY:

Assistant County Attorney

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BY: Kumar A. Alla P.E., President

CORPORATE S WITNES R (Printed Name)

Lebl BY:

REKHA S. JADALA (Printed Name)

AMENDMENT NO. 1 TO AGREEMENT R2008-0160 DATED FEBRUARY 5, 2008 BETWEEN BALM REACH COUNTY AND DE LONGE

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:

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

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:

4Firmend

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY:

Assistant County Attorney

CONSULTANT:

R. J. Behar & Company, Inc.

BY: Robert J. Behar, President

CORPORATE SEAL WITNESS: BY

Dereth Behar (Printed Name)

BY:

Lizanna Kadir (Printed Name)

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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:

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:

• . .

CONSULTANT:

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:

DIY BY: Omeles aFirming

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY: _

Assistant County Attorney

BY hn Adair, P.E., President

Testing Lab of the Palm Beaches, Inc.

CORPORATE SEAL

WITNE BY: Jaur

AURIE A. ROC (Printed Name) ROGERS

BY

SIEPREN COLE (Printed Name)

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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:

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:

CONSULTANT:

Tierra, Inc.

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:

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY:

Assistant County Attorney

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BY: Francois Thomas, P.E. Principal Engineer

CORPORATE SEAL

WITNES B

(Printed Name)

BY: Wilson Gonzalez

(Printed Name)