

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	January 11, 2011	(X) Consent	() Regular
		() Workshop	() Public Hearing

Department

Submitted By: Environmental Resources Management

Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Amendment No. 2 to incorporate several revisions to the continuing Contract (R2008-0877, R2010-0788) with Coastal Planning and Engineering, Inc. (CPE) for professional coastal and marine engineering services on a countywide basis;

B) Amendment No. 2 to incorporate several revisions to the continuing Contract (R2008-0878, R2010-0789) with Humiston and Moore Engineers (Humiston) for professional coastal and marine engineering services on a countywide basis;

C) Amendment No. 1 to incorporate several revisions to the continuing Contract (R2010-1296) with Applied Technology & Management, Inc. (ATM) for professional coastal and marine engineering services on a countywide basis;

D) Amendment No. 1 to incorporate several revisions to the continuing Contract (R2010-1297) with Olsen Associates, Inc. (Olsen) for professional coastal and marine engineering services on a countywide basis;

E) Amendment No. 1 to incorporate several revisions to the continuing Contract (R2010-1434) with Coast & Harbor Engineering, Inc. (C&H) for professional coastal and marine engineering services on a countywide basis; and

F) Amendment No. 1 to incorporate several revisions to the continuing Contract (R2010-1435) with Taylor Engineering, Inc. (Taylor) for professional coastal and marine engineering services on a countywide basis.

Summary: CPE (R2008-0877, R2010-0788), Humiston (R2008-0878, R2010-0789), ATM (R2010-1296), Olsen (R2010-1297), C&H (R2010-1434), and Taylor (R2010-1435), were selected in accordance with County procedures for the Consultant's Competitive Negotiations Act (CCNA). Implementation of the Inspector General Ordinance 2009-049 and a change to the Periods of Service clause requires modification of these existing annual agreements. Countywide (JM)

(Continued on page 3.)

Attachments:

1. CPE Amendment No. 2
2. Humiston Amendment No. 2
3. ATM Amendment No. 1
4. Olsen Amendment No. 1
5. C&H Amendment No. 1
6. Taylor Amendment No. 1

Recommended by:	<u>Brett R. [Signature]</u>	<u>12-21-10</u>	
	Department Director	Date	

Approved by:	<u>[Signature]</u>	<u>12/21/10</u>	
	County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Department _____ Unit _____ Object _____
 Program _____

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

NO FISCAL IMPACT

C. Department Fiscal Review:

JF

III. REVIEW COMMENTS

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

OFMB

Contract Development and Control

B. Legal Sufficiency:

Assistant County Attorney

These Amendments comply with our review requirements.

C. Other Department Review:

Department Director

Background and Justification: On December 15, 2009, the Board of County Commissioners adopted Ordinance No. 2009-049, the Palm Beach County Office of Inspector General Ordinance (IG) which included the imposition of a fee as specified in the IG Ordinance. Effective October 1, 2010, the Board removed the requirement to collect the IG fee from the contractor's pay application. CPE, Humiston, ATM, Olsen, C&H and Taylor's Contracts are being amended to remove the fee requirement and to revise the Periods of Service article per Contract Development and Control's direction.

**AMENDMENT NUMBER 2 TO THE CONTRACT
FOR ANNUAL COASTAL AND MARINE ENGINEERING SERVICES**

THIS AMENDMENT NUMBER 2 dated _____, to the Contract (R2008-0877, R2010-0788) dated May 20, 2008 (the "Contract") by and between Palm Beach County, Florida, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Coastal Planning & Engineering, Inc., 2481 North West Boca Raton Boulevard, Boca Raton, FL 33431, a coastal engineering and consulting firm, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal Employer Identification Number is 59-2388327.

W I T N E S S E T H:

WHEREAS, the parties hereto desire to amend the Contract to revise the Periods of Service and Schedules article and to revise the requirements of the Inspector General per Ordinance R2009-049.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties agree as follows:

1. The following paragraph is added to Article 2:

The period of service shall continue until completion of all phases or any outstanding additional service authorizations issued within the period of the Contract, unless otherwise terminated as provided herein.

2. The following paragraph is removed from Article 4:

~~Without changing the Contract price, a fee of 0.25% will be deducted by the COUNTY from each Invoice to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049. Refer to Article 23 for more information.~~

3. The following paragraphs are removed from Article 23:

~~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. All consultants and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to this Contract. The Inspector General has the power to subpoena witnesses, administer oaths, 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 specifications and detect corruption and fraud. The cost of the Office of the Inspector General shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price.~~

4. The following paragraph is added to Article 23:

Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to Bid or any resulting contract.


5. Except as expressly modified herein, the Contract of May 20, 2008 is hereby confirmed by the parties and remains in full force and effect.

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

ATTEST:
Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

WITNESS:

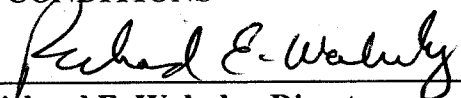

Signature

Thomas P. Pierro
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

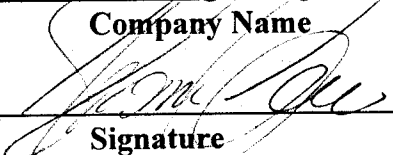
By: 
Richard E. Walesky, Director
Dept. of Environmental Resources Mgmt.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Karen T. Marcus, Chair

CONSULTANT:

Coastal Planning & Engineering, Inc.
Company Name


Signature

Thomas J. Campbell

Typed Name

President

Title

(corporate seal)



Attachment 2

**AMENDMENT NUMBER 2 TO THE CONTRACT
FOR ANNUAL COASTAL AND MARINE ENGINEERING SERVICES**

THIS AMENDMENT NUMBER 2 dated _____, to the Contract (R2008-0878, R2010-0789) dated May 20, 2008 (the "Contract") by and between Palm Beach County, Florida, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Humiston & Moore Engineers, 5679 Strand Court, Naples, FL 34110, a coastal engineering and consulting firm, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal Employer Identification Number is 65-0262357.

W I T N E S S E T H:

WHEREAS, the parties hereto desire to amend the Contract to revise the Periods of Service and Schedules article and to revise the requirements of the Inspector General per Ordinance R2009-049.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties agree as follows:

1. The following paragraph is added to Article 2:

The period of service shall continue until completion of all phases or any outstanding additional service authorizations issued within the period of the Contract, unless otherwise terminated as provided herein.

2. The following paragraph is removed from Article 4:

~~Without changing the Contract price, a fee of 0.25% will be deducted by the COUNTY from each invoice to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049. Refer to Article 23 for more information.~~

3. The following paragraphs are removed from Article 23:

✓

~~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. All consultants and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to this Contract. The Inspector General has the power to subpoena witnesses, administer oaths, 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 specifications and detect corruption and fraud. The cost of the Office of the Inspector General shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price.~~

4. The following paragraph is added to Article 23:

Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to Bid or any resulting contract.

5. Except as expressly modified herein, the Contract of May 20, 2008 is hereby confirmed by the parties and remains in full force and effect.

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

ATTEST:
Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

WITNESS:

Celia M. Fellows
Signature

Celia M. Fellows
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: Richard E. Walesky
Richard E. Walesky, Director
Dept. of Environmental Resources Mgmt.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Karen T. Marcus, Chair

CONSULTANT:

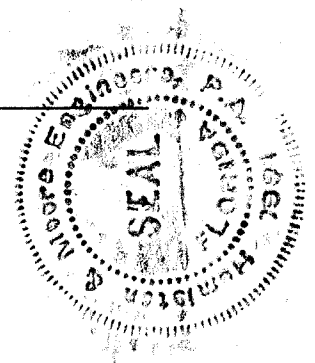
Humiston & Moore Engineers
Company Name

Ken Humiston
Signature

Kenneth K. Humiston
Typed Name

President
Title

(corporate seal)



**AMENDMENT NUMBER 1 TO THE CONTRACT
FOR ANNUAL COASTAL AND MARINE ENGINEERING SERVICES**

THIS AMENDMENT NUMBER 1 dated _____, to the Contract (R2010-1296) dated August 17, 2010 (the "Contract") by and between Palm Beach County, Florida, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Applied Technology & Management, Inc., 400 S. Australian Avenue, Suite 300, West Palm Beach, FL 33401, a coastal engineering and consulting firm, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal Employer Identification Number is 59-2413268.

W I T N E S S E T H:

WHEREAS, the parties hereto desire to amend the Contract to revise the Periods of Service and Schedules article and to revise the requirements of the Inspector General per Ordinance R2009-049.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties agree as follows:

1. The following paragraph is added to Article 2:

The period of service shall continue until completion of all phases or any outstanding additional service authorizations issued within the period of the Contract, unless otherwise terminated as provided herein.

2. The following paragraph is removed from Article 4:

~~E. Without changing the Contract price, a fee of 0.25% will be deducted by the COUNTY from each Invoice to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049. Refer to Article 23 for more information.~~

3. The following paragraph is removed from Article 23:

~~Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All consultants and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to this Contract. The Inspector General has the power to subpoena witnesses, administer oaths, 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 specifications and detect corruption and fraud. The cost of the Office of the Inspector General shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price.~~

4. The following paragraph is added to Article 23:

Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to Bid or any resulting contract.


5. Except as expressly modified herein, the Contract of August 17, 2010 is hereby confirmed by the parties and remains in full force and effect.

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

ATTEST:
Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

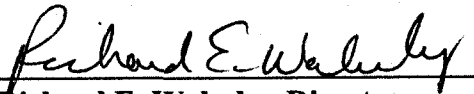
WITNESS:


Signature
Judy Oyler
Name (type or print)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

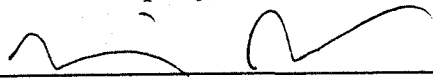
By: 
Richard E. Walesky, Director
Dept. of Environmental Resources Mgmt.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

By: _____
Karen T. Marcus, Chair

CONSULTANT:

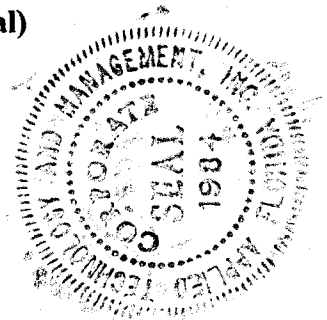
Applied Technology & Management, Inc.
Company Name


Signature

Michael Jenkins, Ph.D., P.E.
Typed Name

Coastal Engineering Team Leader
Title

(corporate seal)



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**AMENDMENT NUMBER 1 TO THE CONTRACT
FOR ANNUAL COASTAL AND MARINE ENGINEERING SERVICES**

THIS AMENDMENT NUMBER 1 dated _____, to the Contract (R2010-1297) dated August 17, 2010 (the "Contract") by and between Palm Beach County, Florida, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Olsen Associates, Inc., 2618 Herschel Street, Jacksonville, FL 32204, a coastal engineering and consulting firm, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal Employer Identification Number is 59-2223174.

W I T N E S S E T H:

WHEREAS, the parties hereto desire to amend the Contract to revise the Periods of Service and Schedules article and to revise the requirements of the Inspector General per Ordinance R2009-049.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties agree as follows:

1. The following paragraph is added to Article 2:

The period of service shall continue until completion of all phases or any outstanding additional service authorizations issued within the period of the Contract, unless otherwise terminated as provided herein.

2. The following paragraph is removed from Article 4:

~~E. Without changing the Contract price, a fee of 0.25% will be deducted by the COUNTY from each Invoice to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049. Refer to Article 23 for more information.~~

3. The following paragraph is removed from Article 23:

~~Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All consultants and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to this Contract. The Inspector General has the power to subpoena witnesses, administer oaths, 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 specifications and detect corruption and fraud. The cost of the Office of the Inspector General shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price.~~

4. The following paragraph is added to Article 23:

Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to Bid or any resulting contract.

5. Except as expressly modified herein, the Contract of August 17, 2010 is hereby confirmed by the parties and remains in full force and effect.

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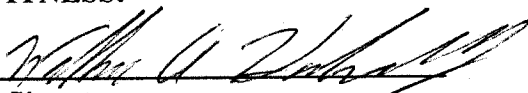
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

WITNESS:

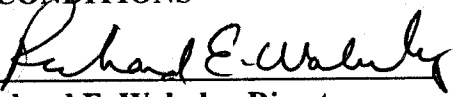

Signature

William A. Hobensack
Name (type or print)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 
Richard E. Walesky, Director
Dept. of Environmental Resources Mgmt.

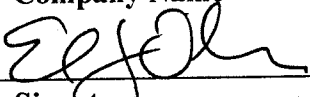
PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS:

By: _____
Karen T. Marcus, Chair

CONSULTANT:

Olsen Associates, Inc.
Company Name


Signature

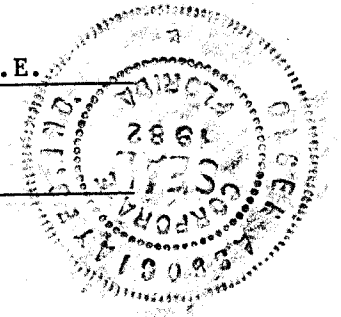
Erik J. Olsen, P.E.

Typed Name

President

Title

(corporate seal)



15

Attachment 5

**AMENDMENT NUMBER 1 TO THE CONTRACT
FOR ANNUAL COASTAL AND MARINE ENGINEERING SERVICES**

THIS AMENDMENT NUMBER 1 dated _____, to the Contract (R2010-1434) dated September 14, 2010 (the "Contract") by and between Palm Beach County, Florida, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Coast & Harbor Engineering, Inc., 745 U.S. Highway 1, Suite 208, North Palm Beach, FL 33408, a coastal engineering and consulting firm, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal Employer Identification Number is 20-0501110.

W I T N E S S E T H:

WHEREAS, the parties hereto desire to amend the Contract to revise the Periods of Service and Schedules article and to revise the requirements of the Inspector General per Ordinance R2009-049.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties agree as follows:

1. The following paragraph is added to Article 2:

The period of service shall continue until completion of all phases or any outstanding additional service authorizations issued within the period of the Contract, unless otherwise terminated as provided herein.

2. The following paragraph is removed from Article 4:

~~E. Without changing the Contract price, a fee of 0.25% will be deducted by the COUNTY from each Invoice to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049. Refer to Article 23 for more information.~~

3. The following paragraph is removed from Article 23:

16

~~Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All consultants and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to this Contract. The Inspector General has the power to subpoena witnesses, administer oaths, 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 specifications and detect corruption and fraud. The cost of the Office of the Inspector General shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price.~~

4. The following paragraph is added to Article 23:

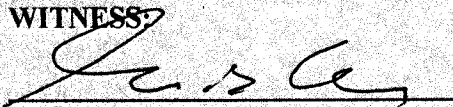
Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to Bid or any resulting contract.

5. Except as expressly modified herein, the Contract of September 14, 2010 is hereby confirmed by the parties and remains in full force and effect.

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

ATTEST:
Sharon R. Bock, Clerk & Comptroller


By: _____
Deputy Clerk

WITNESS:

Signature
Scott Hicks
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

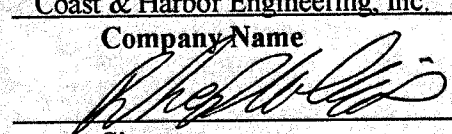
APPROVED AS TO TERMS
AND CONDITIONS

By: 
Richard E. Walesky, Director
Dept. of Environmental Resources Mgmt.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Karen T. Marcus, Chair

CONSULTANT:

Coast & Harbor Engineering, Inc.
Company Name

Signature

R. SHANE PHILLIPS
Typed Name
CORP TREASURER
Title

(corporate seal)



Attachment 6

**AMENDMENT NUMBER 1 TO THE CONTRACT
FOR ANNUAL COASTAL AND MARINE ENGINEERING SERVICES**

THIS AMENDMENT NUMBER 1 dated _____, to the Contract (R2010-1435) dated September 14, 2010 (the "Contract") by and between Palm Beach County, Florida, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Taylor Engineering, Inc., 10151 Deerwood Park Boulevard, Building 300, Suite 300, Jacksonville, FL 32256, a coastal engineering and consulting firm, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal Employer Identification Number is 59-2850478.

W I T N E S S E T H:

WHEREAS, the parties hereto desire to amend the Contract to revise the Periods of Service and Schedules article and to revise the requirements of the Inspector General per Ordinance R2009-049.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties agree as follows:

1. The following paragraph is added to Article 2:

The period of service shall continue until completion of all phases or any outstanding additional service authorizations issued within the period of the Contract, unless otherwise terminated as provided herein.

2. The following paragraph is removed from Article 4:

~~E. Without changing the Contract price, a fee of 0.25% will be deducted by the COUNTY from each Invoice to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049. Refer to Article 23 for more information.~~

3. The following paragraph is removed from Article 23:

19

~~Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All consultants and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to this Contract. The Inspector General has the power to subpoena witnesses, administer oaths, 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 specifications and detect corruption and fraud. The cost of the Office of the Inspector General shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price.~~

4. The following paragraph is added to Article 23:

Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to Bid or any resulting contract.

5. Except as expressly modified herein, the Contract of September 14, 2010 is hereby confirmed by the parties and remains in full force and effect.

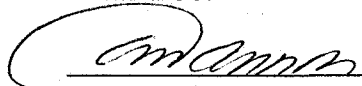
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County,
Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has
hereunto set its hand the day and year above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

WITNESS:



Signature

Carla M. Cannon
Name (type or print)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 
Richard E. Walesky, Director
Dept. of Environmental Resources Mgmt.

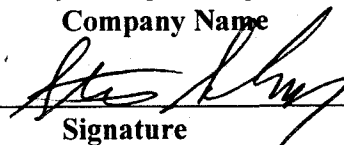
PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS:

By: _____
Karen T. Marcus, Chair

CONSULTANT:

Taylor Engineering, Inc.
Company Name


Signature

Steven Schrage
Typed Name

Vice President
Title

(corporate seal)

