

**Agenda Item #: 3-C-3**

## AGENDA ITEM SUMMARY

## I. EXECUTIVE BRIEF

F:\ROADWAY\CCNA\2004\2004608\PROJECT\Supp1\Master AIS for Supplements.doc

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$186,128	-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	\$186,128	-0-	-0-	-0-	-0-

# ADDITIONAL FTE

POSITIONS (Cumulative)

Is Item Included in Current Budget?

Yes

x

No

\* Budget Acct No.: Fund 3654 Dept. 381 Unit E113 Object 6505  
Program E113

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

Environmental Resources Capital Projects  
Northlake Bridge

\* Funding available pending the approval of a budget amendment scheduled for the 4/7/09 Board meeting. (Item 3-6-3)

C. Departmental Fiscal Review: Atwillhite

## III. REVIEW COMMENTS

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

Jim Orl 3-26-09  
OFMB

NO  
3/26/09

CN  
3/25/09

JP  
3/26/09

Dr. J. J. J. J. J. 3/27/09  
Contract Dev. and Control

This item complies with current  
County policies.

### B. Approved as to Form and Legal Sufficiency:

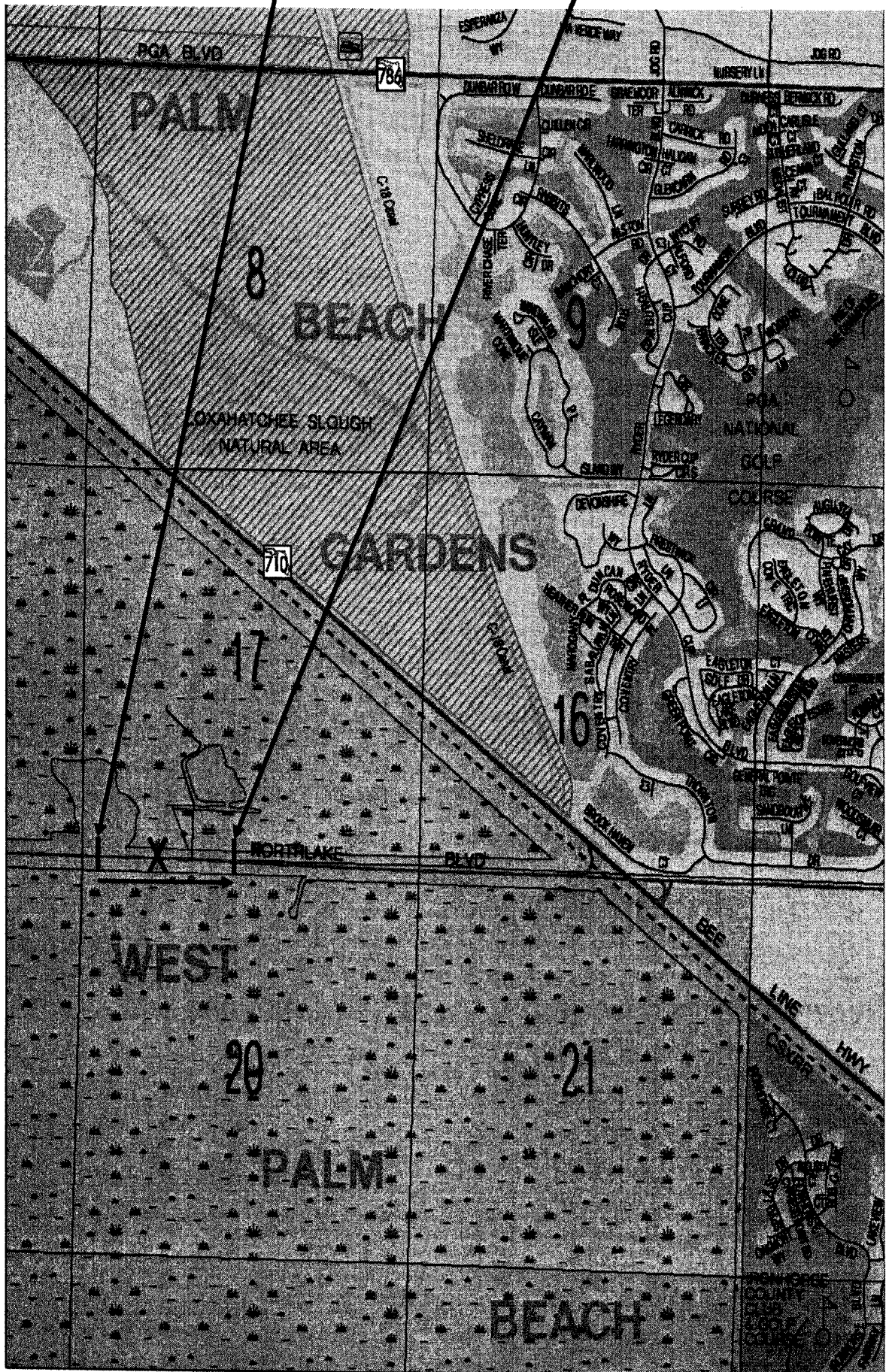
Paul F. J. 3/30/09  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

This summary is not to be used as a basis for payment.

**Northlake Boulevard over the Loxahatchee Slough Catchment Area Bridge**  
**Project No.: 2004608**



**LOCATION MAP**

**ATTACHMENT 2**

**SUPPLEMENTAL AGREEMENT BETWEEN**

**PALM BEACH COUNTY  
AND  
R.J. BEHAR & COMPANY, INC.**

**FOR PROFESSIONAL ENGINEERING SERVICES ON**

**NORTHLAKE BOULEVARD  
OVER LOXAHATCHEE SLOUGH CATCHMENT AREA BRIDGE**

**PROJECT #: 2004608  
PALM BEACH COUNTY, FLORIDA**

**THIS SUPPLEMENTAL AGREEMENT No. 1, made and entered into this day of \_\_\_\_\_ 2009 by and between Palm Beach County, hereinafter COUNTY, and, R.J. Behar & Company, Inc., a Florida Corporation with an address of 6861 S.W. 196 Avenue, Suite 302, Pembroke Pines, Florida 33332, hereinafter CONSULTANT.**

**WITNESSETH**

**WHEREAS, the COUNTY and CONSULTANT entered into a Project Agreement dated December 20, 2005 (R2005-2390), to provide professional engineering services for the design of Northlake Boulevard over the Loxahatchee Slough Catchment Area Bridge, Palm Beach County, Florida (hereinafter PROJECT); and.**

**WHEREAS, the COUNTY now desires for the CONSULTANT to design a new weir and control structure with additional channel work for the PROJECT; and**

**WHEREAS, the following fee has been negotiated as just and reasonable compensation for these professional services to be performed by the CONSULTANT:**

**RE:               NORTHLAKE BOULEVARD OVER THE LOXAHATCHEE SLOUGH  
                  CATCHMENT AREA BRIDGE**

**Project No.: 2004608**

Basic Services in a lump sum fee of **\$100,633.50;**

Reimbursable Services (Not to Exceed) **\$85,493.83;**

**Totaling \$186,127.33**

**NOW, THEREFORE, THIS INDENTURE WITNESSETH:** That for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree as follows:

1. The **CONSULTANT** agrees to provide professional services as described in Exhibit "A" of the Agreement known as "SCOPE OF WORK & FEE".
2. The **CONSULTANT** agrees to "CERTIFICATION" statements as described in Exhibit "B" of the Agreement.
3. The **CONSULTANT** agrees to Small Business Enterprise (SBE) Participation, described in Exhibit "C" of the Agreement.
4. The **CONSULTANT** has provided sub-consultant Letters of Intent to perform as an SBE as described in Exhibit "D" of the Authorization.
5. The **COUNTY** agrees to pay the **CONSULTANT** a fee of One Hundred Eighty-Six Thousand One Hundred Twenty-Seven Dollars and Thirty-Three Cents (\$186,127.33).
6. The **CONSULTANT** agrees to indemnify, defend and hold harmless the **COUNTY** against all claims that may arise as a result of negligence, wrongdoing, misconduct or want of care by the **CONSULTANT**.

Except as hereby amended, changed or modified, all other terms and conditions of the original Agreement dated **December 20, 2005 (R2005-2390)**, and;

Supplements and Amendments thereto, shall remain in full force and effect.

RE: **NORTHLAKE BOULEVARD OVER THE LOXAHATCHEE SLOUGH  
CATCHMENT AREA BRIDGE**  
Project No.: **2004608**

IN WITNESS WHEREOF, the parties hereto have made and executed this Authorization as of the day and year first above written.

OWNER:

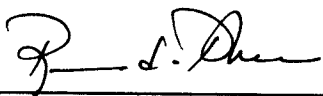
**Palm Beach County, Florida, a  
Political Subdivision of the  
State of Florida**

CONSULTANT:

**R. J. Behar & Company, Inc.  
a Florida Corporation**

BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
John F. Koons, Chairman

BY:   
Robert J. Behar, P.E.  
President

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

CORPORATE SEAL



BY: \_\_\_\_\_  
Deputy Clerk

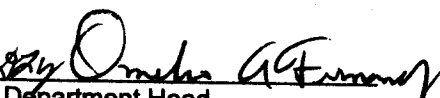
WITNESS:

BY: 

SEAL

Lizanna Kadir  
(Printed Name)

APPROVED AS TO TERMS  
AND CONDITIONS:

BY:   
Department Head

BY: 

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:

Dereth Behar  
(Printed Name)

\_\_\_\_\_  
County Attorney

# EXHIBIT "A"



**R.J. Behar & Company, Inc.**  
Engineers • Planners

*Scope & Fee accepted  
by ERM.  
2/24  
2-29-09*

February 26, 2009

Mr. Dave Young, PE  
c/o Palm Beach County  
Engineering & Public Works  
Roadway Production Division  
2300 Jog Road  
3rd Floor – West Wing  
West Palm Beach, Florida 33411-2745

**RE:** Northlake Boulevard Bridge over the Loxahatchee Slough  
PBCo No: 2004608/ RJ BEHAR 05017  
**Subj:** Supplemental Agreement No. 1 Rev. 7

Dear Mr. Young:

We are pleased to submit to your office our revised fee proposal for the Supplemental Agreement No. 1. The revisions were based upon our discussion on Wednesday, February 25, 2009 and reflect the following revisions:

1. Roadway Analysis, Page A-3, Section 3 Horizontal/Vertical Design was reduced by 16 staff hours. The total for Roadway Analysis is now 140 hours.
2. Roadway Analysis, Page A-3, Section 6, Geometric Computations Book was renamed to Geometric Calculations and similarly, Section 7, Contract Computation Book was renamed to Quantity Calculations.
3. Page B-1: As discussed, we have revised the adjustment in accordance with your request. Please replace sheet B-1 with the attached revised sheet and remove sheets B-2 and B-3 from your current Supplemental Agreement Revision 6 package.
4. As confirmed, the project will remain in NGVD 29 vertical datum, and therefore, we have reduced the Miller Legg & Associates, Inc. (MLA) request by \$ 1,598.25 (Item D, Update previous survey to NAVD). MLA has agreed to revise their Supplemental Agreement Number 1 request to \$47,209.25 (as shown on the revised Sheet A-2).

The additional work is summarized in the attached scope of work for your review. We estimate the revised cost of the supplemental work to be \$168,037.55. As discussed, we revised the request of \$18,089.78 to cover the increase in cost due to escalation of our professional hourly rate. The entire request covered under this Supplemental Agreement # 1 amount to \$186,127.33.

12788 West Forest Hill Blvd, Suite 2003B, Wellington, FL 33414  
Tel: (561) 333-7000 – 333-1064 Fax: (561) 333-7001





**R.J. Behar & Company, Inc.**  
Engineers • Planners

As agreed I am providing you individual revised sheets (separate Sheets A-2, A-3 and B-1 pdf files) for substitution in your Revision 6 package. We hope you find this to be satisfactory. If you have any questions regarding this proposal please feel free to contact me at (561) 333-7000.

Sincerely,

**R.J. BEHAR & COMPANY, INC.**

Sean O'Keefe, PE  
Project Manager

cc: Dave Fenton, P.E.; Rob Robbins, ERM; file 05017

# **FEE PROPOSAL**

**For**

**NORTHLAKE BOULEVARD BRIDGE OVER  
LOXAHATCHEE SLOUGH (WATER CATCHMENT AREA)**

**PALM BEACH CO. PROJECT NO. 2004608  
Supplemental Agreement # 1 Revised 6**

**For**

**PALM BEACH COUNTY**

**Prepared By:**

**R.J. BEHAR & COMPANY, INC.**

**February 4, 2009**

## **1.0 PROJECT DESCRIPTION**

- 1.1** A new weir structure will be designed to serve as the upstream control of the northward flow of the Loxahatchee Slough, south of the proposed Northlake Bridge, which will replace the three (3) 72 inch Reinforced Concrete Pipes (RCP). Further, additional channel work will be required north and south, outside the road right-of-way. Additional service includes hydraulic/drainage analysis, permitting, survey, geotechnical investigations, environmental investigations and some minor miscellaneous services, listed below. Please refer to Exhibit 1 for a general layout of work areas along with our revised project schedule developed during since our last meeting.

## **2.0 BASIS OF SCOPE**

### **2.1 Design of Weir**

A new weir and control structure design will be added to the project. The design will include a) a concrete control structure, with manually operated adjustable gates, b) an earthen weir, overtopping elevation set at 18.5 NGVD, closing the existing catchment area channel (See Item 2.1, Exhibit 1); the weir will be lined with a liner type (type to be determined, example liner such as Rip-rap) and c) a canoe portage facility. The new control structure will be constructed in the southern catchment area in land owned by the City of West Palm Beach. It is assumed that there will be no right-of-way acquisition documentation or permits required from the City for this work in the Catchment Areas. The design will include appropriate hydraulic analysis, structural design, canoe portage and embarkation facilities layout(s), channel modifications, earthwork, clearing of site and storm water pollution prevention management measures during construction.

### **2.2 Additional Channel Work**

The revised project design services will include the design of the following channel locations (See Exhibit 1):

- Bridge Approach Channel (South) (Channel 2.2 a) – approximately 600 ft of channel approach to the bridge.
- Bridge Approach Channel (North)(Channel 2.2b) – approximately 100 ft of channel downstream of the bridge.

Design for each of the channel sites, identified above, will include earthwork, channel protection and clearing of site. Storm water pollution prevention management measures during construction, in accordance with NPDES will be provided.

### **2.3 Reconstruct Pond & Lake Embankments**

Restoration of the stilling pond and surrounding service roadways will be required (See Item 2.3, Exhibit 1). The material will be relocated and reformed to establish

the eastern and western embankments of the existing approach basin in same general location at an elevation, to be determined, above the proposed weir, described in Section 2.1.

**2.4 Additional Hydraulic/Drainage Analysis**

Additional Hydraulic/Drainage analysis will be required including: Development of design flood (based on SFWMD model input), design of new channel, slope protection and outfalls for the Northlake Bridge and each of the channel modifications listed above. Scour analysis and hydrologic modeling and proposed hydro-period changes will also be required for permitting.

**2.5 Environmental / Permits:**

The proposed bridge location and required channel will cause additional wetland impacts. Due to the increased wetland impacts, additional permit sketches and exhibits will be required for the South Florida Water Management District (SFWMD) and the U.S. Army Corps of Engineers (USACOE) (404) permits. At this time, it is assumed that the entire project, as identified in the sections above will not require any additional mitigation measures. If additional mitigation measures are required, the design and associated services will be considered additional services. Engineering, permit sketches and permit package preparation will be provided by prime consultant. Subconsultant, Miller Legg & Associates, Inc (MLA) will provide additional environmental services, including analysis of UMAM, secondary impacts, and associated services required for permit preparation as described in Section C.

**2.6 Geotechnical**

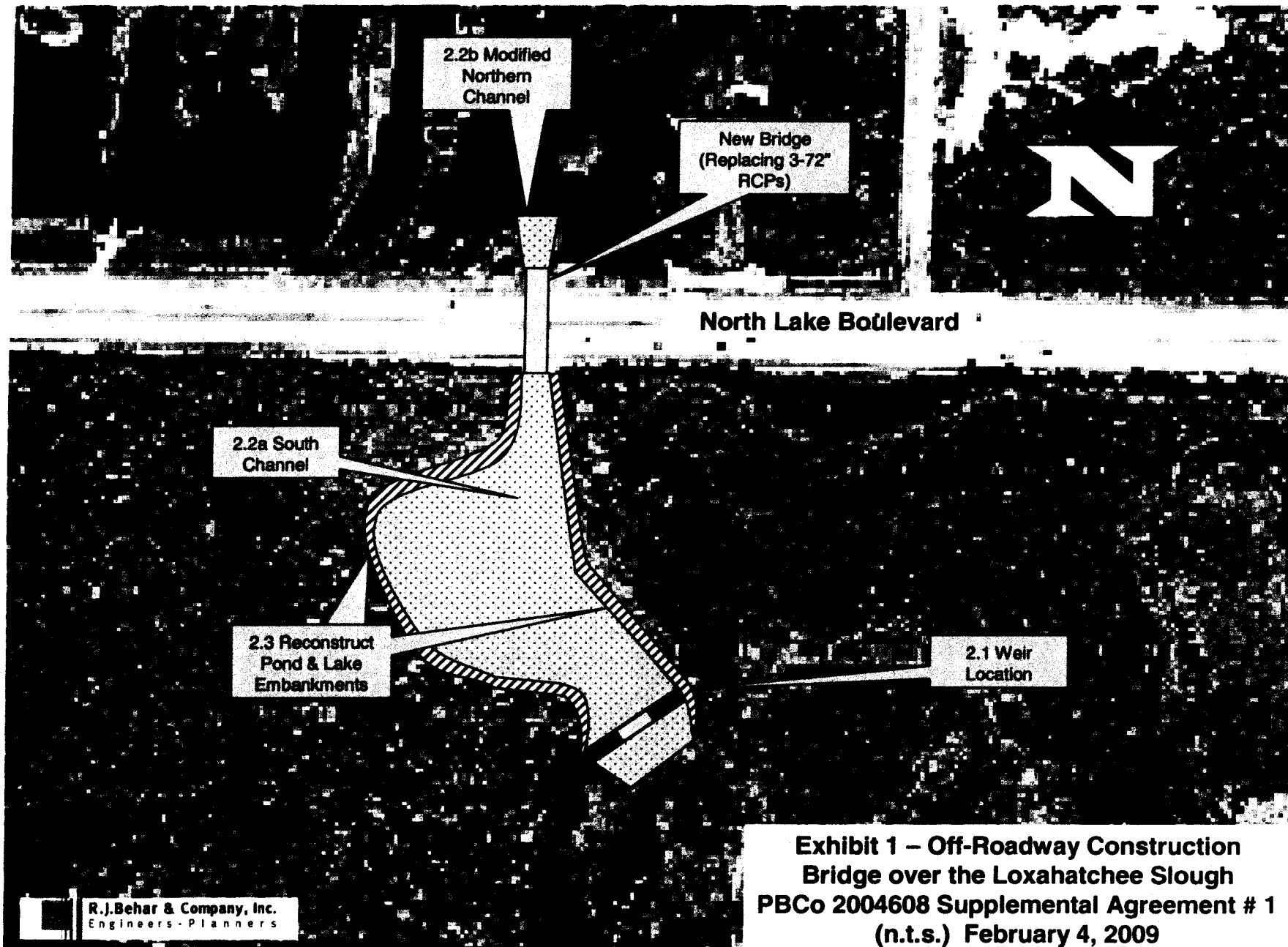
See attached Section D for Geotechnical services to be provided by Tierra.

**2.7 Survey**

See attached Section C for survey services provided by MLA.

### **3.0 SCOPE OF BASIC SERVICES AND FEE**

All other major areas of work, including the bridge, walls, signing, pavement marking, maintenance of traffic and lighting will not be affected by this supplemental agreement. This proposal does not include any fee for the design of utility relocations anticipated for the new bridge. Due to the increased permitting requirement, the other direct expenses have also increased by the amount shown. The cost breakdown for each element is attached for your review.



Section A

**R.J. BEHAR & COMPANY, INC.**

Roadway, Structural and Permitting

# PRICE PROPOSAL SUMMARY

R.J. BEHAR & COMPANY

2/26/2009

PROJECT DESCRIPTION: Northlake Boulevard Bridge over Loxahatchee Slough  
PALM BEACH CO. PROJECT NO. 2004608  
Palm Beach County 2004608 Supplemental Agreement # 01 Revised  
Revised Bridge location, Revised Channel and New Weir

Design Analysis	7	\$ 338.31	35	\$ 1,705.55	42	\$ 1,418.76	56	\$ 1,364.72	140	\$ 4,827.34
Roadway Plans	14	\$ 676.62	70	\$ 3,411.10	84	\$ 2,837.52	112	\$ 2,729.44	280	\$ 9,654.68
Drainage Analysis	14	\$ 676.62	70	\$ 3,411.10	84	\$ 2,837.52	112	\$ 2,729.44	280	\$ 9,654.68
Permits	5	\$ 241.65	26	\$ 1,266.98	31	\$ 1,047.18	42	\$ 1,023.54	104	\$ 3,579.35
Signing & Marking	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Lighting	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Bridge	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
MSE Walls	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -

TOTAL CONTRACT FEE COMPUTATION	
Basic Activities Fee ( Salary Costs)	\$ 27,716.05
COST ELEMENTS AND ADDITIVES:	
(a) Overhead (165.91%)	\$ 45,983.70
SUBTOTAL: ( Salary plus overhead )	\$ 73,699.75
(b) Lump Sum Operating Margin (12%)	\$ 8,843.97
(c) RJ Behar Adjustment to Original Contract	\$ 18,089.78
(R) (d) MLA (Environmental & Survey)	\$ 47,209.25
SUBTOTAL: Basic Fee	\$ 147,842.75
DIRECT EXPENSES	
(f) TIERRA (Geotechnical)	\$ 37,915.00
(g) Reimbursable Expenses (Printing, courier, etc.):	\$ 369.58
SUBTOTAL EXPENSES	\$ 38,284.58
TOTAL:	\$ 186,127.33

✓ \* 2.978% multiplier



2/25/2009

## ROADWAY TASK LIST

**R.J. BEHAR & COMPANY**

**Northlake Boulevard Bridge over Loxahatchee Slough  
Palm Beach County 2004608 Supplemental Agreement # 01 Revised  
ACTIVITY: DESIGN ANALYSIS**

1 Typical Section Package	L.S.	2	6		12		Service Roadway Typical
2 Master Plan	EA	0	0		0		N/C
3 Horizontal/Vertical Design	L.S.	1	28		28		Service Roadways around basin.
4 Cross Section Design Files	L.S.	1	32		32		Service Roadways x-secs around basin.
5 Traffic Control Analysis	L.S.	0	32		0		N/C
6 Geometric Calculations	L.S.	1	8		8		N/C
7 Quantity Calculations	L.S.	1	16		16		Hydraulic and Earthwork Construct Items
8 Cost Estimates	LS	1	16		16		Increase in Construction Elements
9 Meetings	EA	7	4		28		Coordination (2), Field Meet (3) Plus Stakeholder (2)
SUBTOTAL					140		

SUBTOTAL THIS CHANGE ORDER

**ROADWAY TASK LIST**  
**R.J. BEHAR & COMPANY**  
**Northlake Boulevard Bridge over Loxahatchee Slough**  
**Palm Beach County 2004608 Supplemental Agreement # 01 Revised**  
**ACTIVITY: DRAINAGE ANALYSIS**

1. Base Clearance	EA	0	0		0		N/C
2. Design of Cross Drains	EA	0	0		0		N/C
3. Design of Roadway Ditches	EA	0	0		0		N/C
4. Design of Outfalls	EA	0	0		0		N/C
5. Design of Stormwater Management Facility	LS	0	16		0		
6. Design of Storm Drains	LS	0	0		0		N/C
7. Design of French Drains	LS	0	6		0		N/C
8. Drainage Design Report	L.S.	1	32		32		
9. Scour Calculations	LS	1	40		40		Additional Weir Rip Rap design
10. Field Reviews	EA	4	8		32		
11. Channel Hydraulics							
Channel Profile	EA	1	36		36		1 New Channels*
Hydraulic Analysis	EA	2	32		64		2 Flood Basins
Weir	EA	1	4		4		
Slope Protection	EA	3	8		24		
							* See Roadway Plans for Plan Additions
12. Structural Design	LS	1	48		48		Control Structure
					0		
<b>SUBTOTAL</b>					✓ 280		

2/4/2009

**ROADWAY TASK LIST**  
**R.J. BEHAR & COMPANY**  
**Northlake Boulevard Bridge over Loxahatchee Slough**  
**Palm Beach County 2004608 Supplemental Agreement # 01 Revised**  
**ACTIVITY: PERMITS**

1. Preliminary Project Research	L.S.	1	4		4		
2. FDEP ERP Permit	LS	1	16		16		Additional hours due more complicated permits.
2a USCOE 404 Permit	LS	1	12		12		Follow up could take more than a year
3. Fill and Drdge Sketches	EA	2	16		32		For the new weir area
4. ROW Occupancy	EA	0	0		0		
5. Meetings	EA	4	4		16		Pre-Permit Meeting
	EA	6	4		24		Agency Meetings
TOTAL					104		

3/2/2009

**ROADWAY TASK LIST**  
**R.J. BEHAR & COMPANY**  
**Northlake Boulevard Bridge over Loxahatchee Slough**  
**Palm Beach County 2004608 Supplemental Agreement # 01 Revised**  
**g - REIMBURSABLE EXPENSES**

REPRODUCTION						
	NO. OF SETS	NO. OF SHEETS	11"x17"	8 1/2"x11"	8 1/2"x14" COMP BOOK	TOTAL COST
SFVMD Permit	18	25	180			
USCOE Permit	9	12	108			
Utility Contact	7	5	35			
Typical Sections Package	3	6	18			
Master Plan	3	6	18			
Phase I (Roadway)	6	22	132			
Drainage Report Initial	4	35		140		
Drainage Report Final	4	35		140		
Phase II A (Roadway)	6	35	150			
Phase III A (Roadway)	6	35	150			
Phase IV (Roadway)	6	35	150			
Comp Book (Roadway)	6	95			570	
Design Calcs (Bridge) 96%	5	150		750		
Design Calcs (Bridge) 100%	5	150		750		
Design Calcs (Bridge) Final	3	150		450		
Comp Book (Bridge)	6	40			240	
65% Plans (Bridge)	27	35	945			
96% Plans (Bridge)	27	42	1134			
100% Plans (Bridge)	27	42	1134			
Final Plans (Bridge)	27	42	1134			
Subtotal			5288	2230	810	
Cost Per Sheet			\$ 0.11	\$ 0.08	\$ 0.09	
TRAVEL						
		NO. OF TRIPS	NO. OF MILES PER TRIP	NO. OF MILES	COST PER MILE	TOTAL COST
Travel Expenses not reimbursed by Palm Beach County						\$ -
SHIPPING/POSTAGE						
		NO. OF PACKAGES		UNIT COST		TOTAL COST
Boxes Overnight Delivery (upto 5 lbs.)						
One per month (18 mo.)		21		\$ 15.61		\$ 327.81
Overnight Mail Letter						
One per month (18 mo.)		21		\$ 10.26		\$ 215.46
Miscellaneous		1		\$ 200.00		\$ 200.00
Total Project Expenses (Req'd to Compete from this date forward)						\$ 1,576.25
Original Contract Expenses Allocation (negative)						\$ 1,314.46
Expenses Paid to Date						\$ 107.79

Section B

**R.J. BEHAR & COMPANY, INC.**

Adjustment to Original Contract - Roadway, Structural and Permitting

2/26/2009

**R.J. BEHAR & COMPANY**  
**Northlake Boulevard Bridge over the Loxahatchee Slough**  
**Palm Beach County 2004608 Supplemental Agreement No. 01 Revised**  
**ADJUSTMENT TO FEE PROPOSAL SUMMARY**

		Remaining Hours										
Design Analysis	33%	231.82	12	\$ 78.96	58	\$ 369.46	70	\$ 319.20	91.82	\$ 140.48	346	\$ 908.10
Roadway Plans	3%	264.81	13	\$ 85.54	66	\$ 420.42	79	\$ 360.24	106.81	\$ 163.42	273	\$ 1,029.62
Drainage Analysis	17%	76.36	4	\$ 26.32	19	\$ 121.03	23	\$ 104.88	30.36	\$ 46.45	92	\$ 298.68
Utilities	12%	91.52	5	\$ 32.90	23	\$ 146.51	27	\$ 123.12	36.52	\$ 55.88	104	\$ 358.41
Permits	15%	71.4	4	\$ 26.32	18	\$ 114.66	21	\$ 95.76	28.40	\$ 43.45	84	\$ 280.19
Signing & Marking	23%	53.9	3	\$ 19.74	13	\$ 82.81	16	\$ 72.96	21.90	\$ 33.51	70	\$ 209.02
Lighting	0%	52	3	\$ 19.74	13	\$ 82.81	16	\$ 72.96	20.00	\$ 30.60	52	\$ 206.11
Bridge	15%	526.15	26	\$ 171.08	132	\$ 840.84	158	\$ 720.48	210.15	\$ 321.53	619	\$ 2,053.93
MSE Walls	15%	187.85	9	\$ 59.22	47	\$ 299.39	56	\$ 255.36	75.85	\$ 116.05	221	\$ 730.02

TOTAL CONTRACT FEE COMPUTATION	
Basic Activities Fee ( Salary Costs)	\$ 6,074.08
COST ELEMENTS AND ADDITIVES:	
(a) Overhead (165.91%)	\$ 10,077.51
SUBTOTAL: ( Salary plus overhead )	\$ 16,151.59
(b) Lump Sum Operating Margin (12%)	\$ 1,938.19
(c) MLA (Environmental & Survey)	\$ -
SUBTOTAL: Basic Fee	\$ 18,089.78
DIRECT EXPENSES	
(d) TIERRA (Geotechnical)	\$ -
(e) Direct Reimbursables: Printing,courier, etc.	\$ -
SUBTOTAL EXPENSES	\$ -
TOTAL:	\$ 18,089.78

Note: Table is based on the original number of hours as distributed in the original contract by the differential hourly rate. The differential hourly rate is computed by the original rate subtracted from the current proposed rate, ~~(see Wage Rate computation)~~.

Section C

**MILLER LEGG, INC.**

Environmental, Permitting & Survey



March 2, 2009

*Via E-mail: [sokeefe@rjbehar.com](mailto:sokeefe@rjbehar.com)*

Sean O'Keefe, P.E.  
RJ Behar & Company, Inc.  
12008 South Shore Blvd  
Suite 207  
Wellington, FL, 33414

**Re: Northlake Blvd. Bridge Project**  
**Project No: 06-00109**  
**Additional Services No. 1 updated**

Dear Sean:

Thank you for the opportunity to submit the attached Additional Service Agreement for the above-referenced Project.

As we discussed, this revised Additional Service request has been updated based to remove the task of updating the previous route survey to NAVD 1988.

Please sign and initial the attached Agreement where indicated and return for Miller Legg's execution. A completed copy will be mailed to you for your file.

Should you have any questions, please do not hesitate to contact me at (321) 214-3261, or [mbrandenburg@millerlegg.com](mailto:mbrandenburg@millerlegg.com). Again, thank you for this opportunity, and I look forward to speaking with you soon.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mark E. Brandenburg", written over a horizontal line.

Mark E. Brandenburg, C.E., P.W.S.  
Associate, Environmental

MEB/mch/Principal  
Attachment(s)

Handwritten initials in black ink, possibly "MEB", written over a horizontal line.

\\Pbo-main\data\PROJECTS\2006\06-00109 - Northlake Blvd Bridge\Documents\Contracts\06-00109 ASA No.1 APS updated 2-3-09.doc

**IMPROVING COMMUNITIES. CREATING ENVIRONMENTS.**

Central Florida Office: 631 S Orlando Avenue • Suite 200 • Winter Park, Florida • 32789-7122  
(407) 629-8880 • Fax: (407) 629-7883  
[www.millerlegg.com](http://www.millerlegg.com)



**ADDITIONAL SERVICE AGREEMENT FOR PROFESSIONAL SERVICES**

Client: RJ Behar & Company, Inc. Client Representative: Sean O'Keefe, P.E.  
Address: 12008 South Shore Blvd, Suite 207 Address: Same  
Wellington, FL, 33414  
Phone/Fax: (954) 680-7771/7781 Email: sokeefe@rjbehar.com

Date: February 3, 2009 Project No: 06-00109 T: 42 R: 42 S: 17

Project Name and Location: Northlake Blvd. Bridge (the "Project")  
Palm Beach County, FL  
Additional Services No. 1 updated

Description of Services to be Provided: See Exhibit A

Fee: Lump Sum of \$ 42,236.00 Hourly not to exceed (NTE) fee of: \$ 4,173.25  
Reimbursable Expenses Initial Budget. \$ 800.00

Retainer: (Payable upon execution of this Agreement) \$ N/A

Special Conditions: N/A

Notice to Owner: Is the Client the Owner of the Property? ☐ Yes ☒ No  
If "No", Owner's name and address: Palm Beach County

The undersigned agree that these Additional Services shall be in compliance with the Agreement, General Conditions and Special Provisions dated February 23, 2006. Any additional requested services will be addressed in a separate agreement.

Miller, Legg & Associates, Inc. d/b/a Miller Legg  
(Consultant)

RJ Behar & Company, Inc. (Client)

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Dylan Larson, PWS CEP  
Principal

Printed Name/Title \_\_\_\_\_

MEB/mch  
Attachments: Exhibits A and B  
Hourly Breakdown of Services



March 2, 2009

**EXHIBIT A – SCOPE OF SERVICES  
Northlake Blvd. Bridge  
Additional Services No. 1**

**1.0 PROJECT DESCRIPTION**

- 1.1 Project Description: Consultant shall provide environmental permitting services and gather additional survey information.**

**2.0 BASIS OF SCOPE**

**2.1 Environmental:**

- The agencies with jurisdiction for this Project are anticipated to include the South Florida Water Management District (SFWMD) and the U.S. Army Corps of Engineers (USACOE).
- RJ Behar will take the lead and submit the Environmental Resource Permit application to the SFWMD, with Consultant providing the environmental sections of the application and analysis and coordination.
- Miller Legg will take the lead and submit the USACOE permit application, with RJ Behar (and others, if necessary) providing engineering plans.
- The proposed bridge location and required channel may cause wetland impacts. It is assumed that the project will be self-mitigating and that no additional mitigation will be required. If this is inadequate mitigation, additional mitigation alternatives and/or design will need to be researched and will be provided as an additional service.

**2.2 Survey:**

- The survey shall be based on Palm Beach County benchmarks (N.A.V.D. 1988 datum) and right-of-way maps.
- Route survey elevations are to be shown at 50-foot grid; invert elevations on sanitary and drainage structures shall be shown. In addition, cross sections of full right-of-way and water crossing cross-sections shall be measured.
- Topographic survey cross sections and profiles are to be shown at 25-foot intervals and breaks in grade.
- A survey of trees is not included, but could be addressed as an Additional Service.

March 2, 2009

- Location and elevations of underground utilities are based on site observation only. Consultant cannot guarantee that all utilities will be located.
- Survey deliverables will be produced in AutoCAD.

### **3.0 INFORMATION TO BE PROVIDED BY CLIENT**

- 3.1 Off-site property access.
- 3.2 Hydrologic modeling and proposed hydroperiod changes.
- 3.3 Preparation of permit sketches and exhibits.

### **4.0 SCOPE OF BASIC SERVICES AND FEE**

The scope of services to be provided by Consultant shall be divided into eight (8) tasks as follows:

#### **ENVIRONMENTAL TASKS**

- Task 1. **Uniform Mitigation Assessment Methodology (UMAM) Calculations** – Consultant shall prepare a UMAM assessment of the proposed bridge and weir impacts per State criteria to be provided in the Permit Application (submitted by RJ Behar). This calculation will assume the strategy that the proposed work improvements will offset the impacts. Consultant shall also provide a narrative description of the overall Project ecological improvements. Backup hydrologic data will be provided by RJ Behar. Consultant shall provide one (1) revision to the UMAM calculation per field review with agencies on the UMAM score.

✓ **FEE: Lump Sum of \$ 5,234.00**

- Task 2. **Secondary Impact Analysis** – Consultant shall provide analysis of potential secondary impacts to adjacent areas that will be necessary as part of the overall impact assessment process. This will entail review of post-Project conditions in adjacent areas outside of the actual rights-of-way including, but not limited to, water quality changes, wildlife impacts, and hydrology/connectivity, as well as the steps taken to minimize impacts in these areas. This information will be provided to RJ Behar for submittal in the permit application.

✓ **FEE: Lump Sum of \$ 2,606.75**

March 2, 2009

- Task 3. **Environmental Permitting** - Consultant shall schedule and participate in one (1) on-site jurisdictional determination with representatives of the USACOE and SFWMD. Miller Legg shall prepare and submit applications and support data to the USACOE for approval. RJ Behar will submit to SFWMD. This scope includes preparation and submittal of environmental portions of applications, exhibits, public notice, and assessments normally required to obtain a permit from these agencies (in accordance with the attached hourly breakdown). This scope provides up to three (3) informational response to SFWMD to address clarification items. Preparation of reports or additional mitigation requirements and permit processing beyond typical permitting timeframes (1 year) will require an Additional Service.

✓ FEE: Lump Sum of \$ 17,033.00

#### **SURVEY TASKS**

- Task 4. **Additional Route Survey** - Consultant shall gather additional route survey data beyond previously established Project limits. Consultant shall gather improvements and cross-sections for an additional 200 feet on the east of previously defined project limits and 200 feet west of previously defined Project limits because of the change of the design speed to 55mph for Northlake Blvd.

✓ FEE: Lump Sum of \$ 4,946.25

- Task 5. **Additional Specific Purpose Survey** - Consultant shall provide topographic locations for the following:

- a) Where the weir is proposed to be located on the south side of the road.
- b) The eastern half of the stilling pond located to the south of Northlake Blvd. This includes shots from the center of the stilling pond eastward, toe of slope, top of bank, and 25' east of the top of berm at 25' intervals from north to south and any changes in berm direction. The southern terminus of the survey will be the location of the proposed weir.
- c) The western half of the stilling pond located to the south of Northlake Blvd. This includes shots from the center of the stilling pond westward, toe of slope, top of bank, top of bank, toe of slope, and 25' west of the toe of slope at 25' intervals from north to south and any changes in berm direction. The southern terminus of the survey will be the location of the proposed weir.

These shots will be located as identified on the attached Exhibit B.

✓ FEE: Lump Sum of \$ 12,416.00

March 2, 2009

### **MISCELLANEOUS TASKS**

- Task 7      **Additional Coordination with Client/ ERM/ 3<sup>rd</sup> Party** – Consultant shall attend meetings and/or field reviews with Client, County Environmental staff, and third parties including but not limited to City of West Palm Beach staff. This coordination includes but is not limited to adjacent project design and schedule implications or potential mitigation opportunities in adjacent properties. *Consultant shall provide these services up to the specified hourly not to exceed fee below. Services beyond this fee will not be performed without written authorization from the Client.*

✓ **FEE: Hourly not to exceed (NTE) \$ 4,173.25**

- Task 8.      **Reimbursable Expenses** - Consultant shall provide services, as necessary, to assist Client or owner in the processing of documents, permitting, construction coordination or other requested tasks to facilitate successful completion of the Project. Costs incurred in providing these services shall be reimbursed in accordance with the General Conditions. For this Project an initial budget of \$800.00 in reimbursable expenses shall be established. This budget may be increased upon authorization by Client.

**FEE: Per the attached Hourly Breakdown of Services rate schedule.**  
✓ **Initial Budget of \$ 800.00**

March 2, 2009

### FEE SUMMARY

TASK NUMBER	TASK	LUMP SUM FEE	HOURLY (NTE) FEE
Task 1	Uniform Mitigation Assessment Methodology (UMAM) Calculations	\$ 5,234.00	--
Task 2	Secondary Impact Analysis	\$ 2,606.75	--
Task 3	Environmental Permitting Initiation	\$ 17,033.00	--
	<b>Subtotal Environmental Tasks</b>	<b>\$ 24,873.75</b>	--
Task 4	Additional Route Survey	\$ 4,946.25	--
Task 5	Additional Specific Purpose Survey	\$ 12,416.00	--
	<b>Subtotal Survey Tasks</b>	<b>\$ 17,362.25</b>	--
Task 6	Additional Coordination with Client / ERM / 3 <sup>rd</sup> Party	--	\$ 4,173.25
Task 7	Reimbursable Expenses-initial budget	--	\$ 800.00
	<b>TOTAL FEE</b>	<b>\$ 42,236.00</b>	<b>\$ 4,973.25</b>

\\Pbo-main\data\PROJECTS\2006\06-00109 - Northlake Blvd Bridge\Documents\Contracts\06-00109 Northlake Blvd Scope for ASA No.1 updated 2-3-09.doc



PALM BEACH COUNTY ROADWAY PRODUCTION DIVISION  
 NORTH LAKE BLVD BRIDGE  
 Hourly Breakdown of Services  
 PALM BEACH COUNTY PROJECT NUMBER: 2004500  
 RLA PROJECT NUMBER 06-00100  
 DATE: February 3, 2006

ACTIVITY	PROJECT MANAGER	SR. CADD TECH	PROJECT ENGINEER	BIOLOGIST	PROFESSIONAL LAND SURVEYOR	SURVEY TECHNICIAN	3 PERSON SURVEY PARTY	CADD TECHNICIAN	ADMINISTRATIVE ASSISTANT	TOTAL HOURS	LABOR COST
LABOR RATES	\$149.25	\$82.25	\$118.25	\$82.25	\$113.25	\$65.00	\$169.75	\$82.25	\$56.50	ACTIVITY	ACTIVITY
UMAM CALCULATIONS (Impact and Self-Mitigation)	4		16	32					2	54	✓ \$8,234.00
SECONDARY IMPACT ANALYSIS	3		8	12					4	27	✓ \$2,808.75
ENVIRONMENTAL PERMITTING	40		80	40					12	132	✓ \$17,053.00
ADDL COORDINATION - HOURLY	24		5							29	✓ \$4,173.25
ROUTE SURVEYS & CROSS SECTIONS											
ADDL ROUTE SURVEYS	3				8	4	16	8	2	39	✓ \$4,946.25
A. OFF-SITE WEIR & CHANNEL LOCATIONS	4				2	2	8	8	1	25	✓ \$3,082.00
B. OFF-SITE SURVEY OF THE EASTERN BANK OF STILLING POND					4	2	16	12	1	35	✓ \$4,376.50
C. OFF-SITE SURVEY OF THE WESTERN BANK OF STILLING POND	4				4	2	16	12	1	39	✓ \$4,975.50
SUBTOTAL ROUTE SURVEYS & CROSS SECTIONS	11	0	0	0	18	10	56	40	5	130	\$17,389.25
TOTAL MANHOURS	✓ 82	0	✓ 96	✓ 84	✓ 18	✓ 19	✓ 88	✓ 40	✓ 23	490	
TOTAL LABOR COST	✓ \$12,336.50	\$0.00	✓ \$10,824.25	✓ \$6,908.00	✓ \$1,812.00	✓ \$639.00	✓ \$8,806.00	✓ \$3,290.00	✓ \$1,298.50		✓ \$46,408.25

Section D

**Tierra Inc.**

Geotechnical Engineering





January 30, 2009

TO: RJ Behar & Company  
12008 South Shore Boulevard, Suite 207  
Wellington, FL 33414

Attention: Mr. Sean O'Keefe, P.E.

SUBJECT: Additional Geotechnical Services  
Northlake Boulevard over Loxahatchee Slough  
Palm Beach County, Florida  
Tierra Proposal No. 0901-006

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Dear Sean:

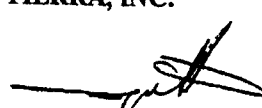
Tierra, Inc. is pleased to present this proposal for additional geotechnical services at the above-referenced project. The proposal is prepared based on a field review meeting conducted on May 22, 2006. The price proposal is based upon an understanding of the required geotechnical work scope for the project, a review of the latest revision of the Soil and Foundation Manual.

Attachment A lists the work proposed for this project. Attachment B shows the total estimated of \$37,915.00 for the proposed scope work.

Tierra enthusiastically looks forward to working with RJ Behar & Company, Inc. and the Palm Beach County Roadway Production. Please call with any questions or need further information.

Very truly yours,

TIERRA, INC.

  
Raj Krishnasamy, P.E.  
Principal Engineer/Consultant  
FL Registration No. 53567

Attachments

**ATTACHMENT A**  
**ESTIMATED SCOPE OF WORK**  
**NORTHLAKE BOULEVARD OVER LOXAHATCHEE SLOUGH**  
**PALM BEACH COUNTY**  
**TSF PROPOSAL NO. 0811-077-1**

Based on the additional scope of services, we estimate the following work will be required.

1. Review the United States Department of Agriculture, Geological Survey, Soil Conservation Service Maps, etc.
2. Perform three (3) SPT borings to a depth 30 feet at both ends and middle of the proposed 150 feet long weir. The actual location of the weir, to the south of Northlake Boulevard, is not available at this time; however, 3 locations are being considered, all within about 3 to 10 feet of water.
3. Perform 4 borings to depth of 40 feet deep at the proposed MSE walls. These additional borings to ensure the conditions, particularly suspected muck along the right of way line at the new bridge location.
4. Collect soil samples from existing bottoms of water features, at north and south sides of proposed crossing. The samples will be taken to our laboratory for grain size analysis for scour studies.
5. Perform Laboratory analysis an selected samples:
  - Grain Size
  - Moisture Content
  - Environmental Test
6. Prepare geotechnical engineering report based on field exploration and laboratory analysis. The report will summarize the gathered data and providing recommendations.

# ATTACHMENT B-1

I.		Unit	# of Units	Unit Price	Total
	<b>FIELD INVESTIGATION</b>				
	Mobilization of Men and Equipment				
	Truck-Mounted Equipment	Trip	0	\$ 600.00	\$ 0.00
	Specialized ATV/Mudbug	Trip	0	\$ 720.00	\$ 0.00
	Support Boat	Trip	3	\$ 500.00	\$ 1,500.00
	Crane	Trip	1	\$ 3000.00	\$ 3,000.00
	Barge-Mounted Equipment	Lump Sum	1	\$ 3000.00	\$ 3,000.00
	Barge Mob/Demob	Lump Sum	1	\$ 10000.00	\$ 10,000.00
	<b>Standard Penetration Test Borings</b>				
	(By Barge-Mounted Equipment)				
	0 - 50 ft depth	L.F.	90	\$ 17.00	\$ 1,530.00
	50 - 100 ft depth	L.F.	0	\$ 19.00	\$ 0.00
	100 - 150 ft depth	L.F.	0	\$ 45.15	\$ 0.00
	150 - 200 ft depth	L.F.	0	\$ 67.00	\$ 0.00
	200 - 250 ft depth	L.F.	0	\$ 80.00	\$ 0.00
	<b>Grout-Seal Boreholes</b>				
	(By Barge-Mounted Equipment)				
	0 - 50 ft depth	L.F.	90	\$ 7.00	\$ 630.00
	50 - 100 ft depth	L.F.	0	\$ 10.00	\$ 0.00
	100 - 150 ft depth	L.F.	0	\$ 12.00	\$ 0.00
	150 - 200 ft depth	L.F.	0	\$ 15.00	\$ 0.00
	200 - 250 ft depth	L.F.	0	\$ 29.10	\$ 0.00
	<b>Casing Allowance</b>				
	(By Barge-Mounted Equipment)				
	0 - 50 ft depth	L.F.	135	\$ 11.00	\$ 1,485.00
	50 - 100 ft depth	L.F.	0	\$ 14.00	\$ 0.00
	100 - 150 ft depth	L.F.	0	\$ 17.00	\$ 0.00
	150 - 200 ft depth	L.F.	0	\$ 22.00	\$ 0.00
	<b>Rock Coring (Structures)</b>				
	(By Barge-Mounted Equipment)				
	0 - 50 ft deep	L.F.	0	\$ 50.00	\$ 0.00
	50 - 100 ft deep	L.F.	0	\$ 85.00	\$ 0.00
	100 - 150 ft deep	L.F.	0	\$ 105.00	\$ 0.00
	MOT for Coring	LS	0	\$ 1200.00	\$ 0.00
	Borehole Permeability Test	Each	0	\$ 250.00	\$ 0.00
	Extra Split Spoon Samples	Each	0	\$ 30.00	\$ 0.00
	Coring Equipment Rental	Each	0	\$ 300.00	\$ 0.00
	Concrete Cores	Each	0	\$ 250.00	\$ 0.00
	Concrete Patching	Each	0	\$ 50.00	\$ 0.00
II.	<b>LABORATORY TESTING</b>				
	Visual Examination/Stratify	Per Hour	3	\$ 75.00	\$ 225.00

# **ATTACHMENT B-1**

Corrosivity Tests	Test	0	\$	150.00	\$	0.00
Gradation and Hydrometer Tests	Test	6	\$	150.00	\$	900.00
Moisture Tests	Test	6	\$	10.00	\$	60.00
Split Tension Test	Test	0	\$	125.00	\$	0.00

## **III. FIELD ENGINEERING AND TECHNICAL SERVICES**

Site Recon./Utility Coordination/Traffic Control Engineering Assistant	Hour	40	\$	75.00	\$	3,000.00
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## **IIIA. ENGINEERING AND TECHNICAL SERVICES**

Principal Engineer (Sr. Project Mgr.)	Hour	4	\$	125.00	\$	500.00
Senior Project Engineer	Hour	10	\$	95.00	\$	950.00
Staff Engineer	Hour	40	\$	85.00	\$	3,400.00
Draftperson	Hour	5	\$	45.00	\$	225.00

Revised Jan 2004 \$ 30,405.00

The unit and hourly rates shown in this proposal are generally consistent with those for others in both the public and private sector:

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Raj Krishnasamy, P.E.

# ATTACHMENT B-2

I.	FIELD INVESTIGATION	Unit	# of Units	Unit Price	Total
	Mobilization of Men and Equipment				
	Truck-Mounted Equipment	Trip	1	\$ 600.00	\$ 600.00
	Standard Penetration Test Borings				
	(By Truck-Mounted Equipment)				
	0 - 50 ft depth	L.F.	160	\$ 12.00	\$ 1,920.00
	50 - 100 ft depth	L.F.	0	\$ 14.00	\$ 0.00
	Grout-Seal Boreholes				
	(By Truck-Mounted Equipment)				
	0 - 50 ft depth	L.F.	160	\$ 4.50	\$ 720.00
	50 - 100 ft depth	L.F.	0	\$ 5.00	\$ 0.00
	Casing Allowance				
	(By Truck-Mounted Equipment)				
	0 - 50 ft depth	L.F.	40	\$ 6.00	\$ 240.00
	50 - 100 ft depth	L.F.	0	\$ 8.00	\$ 0.00
	Rock Coring (Structures)				
	(By Barge-Mounted Equipment)				
	0 - 50 ft deep	L.F.	0	\$ 50.00	\$ 0.00
	50 - 100 ft deep	L.F.	0	\$ 85.00	\$ 0.00
	100 - 150 ft deep	L.F.	0	\$ 105.00	\$ 0.00
	MOT for Coring	LS	0	\$ 1200.00	\$ 0.00
	Borehole Permeability Test	Each	0	\$ 250.00	\$ 0.00
	Extra Split Spoon Samples	Each	0	\$ 30.00	\$ 0.00
	Coring Equipment Rental	Each	0	\$ 300.00	\$ 0.00
	Concrete Cores	Each	0	\$ 250.00	\$ 0.00
	Concrete Patching	Each	0	\$ 50.00	\$ 0.00
II.	LABORATORY TESTING				
	Visual Examination/Stratify	Per Hour	3	\$ 75.00	\$ 225.00
	Organic Content	Test	3	\$ 35.00	\$ 105.00
	Grain size Analysis	Test	3	\$ 60.00	\$ 180.00
	Moisture Tests	Test	3	\$ 10.00	\$ 30.00
	Split Tension Test	Test	0	\$ 125.00	\$ 0.00
III.	FIELD ENGINEERING AND TECHNICAL SERVICES				
	Site Recon./Utility Coordination/Traffic Control				

# **ATTACHMENT B-2**

Engineering Assistant	Unit Hour	# of Units 8	\$	Unit Price 75.00	\$	Total 600.00
<b>IIIA. ENGINEERING AND TECHNICAL SERVICES</b>						
Principal Engineer (Sr. Project Mgr.)	Hour	4	\$	125.00	\$	500.00
Senior Project Engineer	Hour	8	\$	95.00	\$	760.00
Staff Engineer	Hour	16	\$	85.00	\$	1,360.00
Draftperson	Hour	6	\$	45.00	\$	270.00
Revised Jan 2004					\$	7,510.00

The unit and hourly rates shown in this proposal are generally consistent with those for others in both the public and private sector:

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Raj Krishnasamy, P.E.

03/02/2009

Engineering & Public Works Roadway Production

**PARTICIPATION FOR MWBE/SBE CONSULTANTS**

**Supplement Number 1**

Project Name: Northlake Blvd. over the Loxahatchee Slough

Prime Consultant: R.J. Behar & Company, Inc.

Telephone No.: (561) 333-7000

Supplement date: 03/02/2009

Project No.: 2004608

Prime Contact Person:

Resolution Date: 12/20/2005      Res #: R2005-2390

Department: Environmental Resources Mgmt.

Name / Address / Telephone of Minority Sub-Consultant	Type / Description of Work Performed by Sub-Consultant		Contract Dollar Amount for Sub-Consultant				
			Black	Hispanic	Other	Women	White Male
R.J. Behar & Company, Inc. 12788 FOREST HILL BLVD STE 2003B WELLINGTON, FL 33414 (561) 333-7000	Design Design	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	101,003.08	0.00	0.00	0.00
Tierra South Florida, Inc. 2765 VISTA PKY STE 9 WEST PALM BEACH, FL 33411 (561) 687-8539	Geotechnical	MWBE	0.00	0.00	37,915.00	0.00	
		SBE	0.00	0.00	0.00	0.00	0.00
		Total MWBE	0.00	0.00	37,915.00	0.00	
		%			20.37		
		Total SBE	0.00	101,003.08	0.00	0.00	0.00
		%		64.26			
Total Supplement Amount:		186,127.33					

Client: 12731

NEWACORP

<b>ACORD - CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 11/21/88
<b>PRODUCER</b> Suncoast Insurance Associates P.O. Box 22000 Tampa, FL 33622-0000 813 288-6200		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURED</b> R. J. Behar & Company, Inc. 6861 S.W. 180th Avenue Suite 302 Pembroke Pines, FL 33332		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: XL Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:
		RAC # 37886

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	POLICY PERIOD	POLICY PERIOD	LIMITS
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC					EACH OCCURRENCE \$ POLICY LIMIT \$ MED SUP (per ins person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (No sublimit) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$
<b>BOAT LIABILITY</b> <input type="checkbox"/> ANY AUTO					AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
<b>RECREATION/AMUSEMENT LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$ <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS HEREIN					<input type="checkbox"/> NO STATE- <input type="checkbox"/> OTHER JURISDICTION E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>OTHER Professional Liability</b>	DPF0617630	11/17/88	11/17/88		\$1,000,000 per claim \$2,000,000 anal aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS


Professional liability is written on a claims made and reported basis.

Certificate Holder includes Palm Beach County Officers, Employees & Agents

RE: For all projects with Palm Beach County

Pull Prior Acts Coverage

(See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida 2800 N. Jog Rd. West Palm Beach, FL 33411	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ADVISE TO ENCL. 30. DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER ISSUED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO CANCELLATION OR LIABILITY OF ANY KIND UPON THE ISSUER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	---



**CERTIFICATE OF INSURANCE**

This certifies that

- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- ☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- ☒ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- ☐ STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder **J BEHAR & COMPANY**

Address of policyholder **1861 SW 196TH AVENUE STE 302 PEMBROKE PINES, FL 33332-1633**

Location of operations **SAME**

Description of operations

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)	
		Effective Date	Expiration Date	BODILY INJURY AND PROPERTY DAMAGE	
98-LB-6491-2	Comprehensive Business Liability	10/01/08	10/01/09		
This insurance includes:					
<input checked="" type="checkbox"/> Products - Completed Operations				Each Occurrence	\$ 1,000,000
<input checked="" type="checkbox"/> Contractual Liability				General Aggregate	\$ 2,000,000
<input type="checkbox"/> Underground Hazard Coverage				Products - Completed Operations Aggregate	\$ 2,000,000
<input checked="" type="checkbox"/> Personal Injury					
<input checked="" type="checkbox"/> Advertising Injury					
<input type="checkbox"/> Explosion Hazard Coverage					
<input type="checkbox"/> Collapse Hazard Coverage					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
98-QV-3031-7	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)	
	<input checked="" type="checkbox"/> Umbrella	Effective Date	Expiration Date	Each Occurrence	\$ 1,000,000
<input type="checkbox"/> Other		04/20/08	04/20/09	Aggregate	\$
-TY-2206-9	Workers' Compensation and Employers Liability	01/01/09	01/01/10	Part 1 STATUTORY	
				Part 2 BODILY INJURY	
				Each Accident	\$ 100,000
				Disease Each Employee	\$ 100,000
				Disease - Policy Limit	\$ 500,000
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)	
		Effective Date	Expiration Date		

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

ADDITIONAL INSURED:  
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS,  
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS  
OFFICERS, EMPLOYEES AND AGENTS  
2300 W. JOG ROAD  
WEST PALM BEACH, FL 33411-2745

FOR ALL PROJECTS WITH PALM BEACH COUNTY

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

*Daig Danzig*  
Signature of Authorized Representative  
AGENT  
01/19/09  
Date

Agent's Code Stamp

AFO Code 2124



## CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that:

- ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois  
☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois  
☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas, or  
☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: <b>R. J. BROWN &amp; COMPANY, INC.</b>				
ADDRESS OF NAMED INSURED: <b>6841 SW 136 AVENUE, SUITE 302 FORTLAUDERDALE, FL 33322-1643</b>				
POLICY NUMBER	116 2199-208-39			
EFFECTIVE DATE OF POLICY	11/08/08			
DESCRIPTION OF VEHICLE (including VIN)	S.B.C.L. NOT AUTO			
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY				
a. Bodily Injury				
Each Person				
Each Accident				
b. Property Damage				
Each Accident				
c. Bodily Injury & Property Damage				
Single Limit				
Each Accident	1,000,000			
PHYSICAL DAMAGE COVERAGES	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
a. Comprehensive	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible
b. Collision	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible
EMPLOYER NON-OWNED OR LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
INSURED GARAGE LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
PLANT - CONSTRUCTION FOR ALLOWED VEHICLES	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

Don Dornier  
Name and Address of Certificate Holder

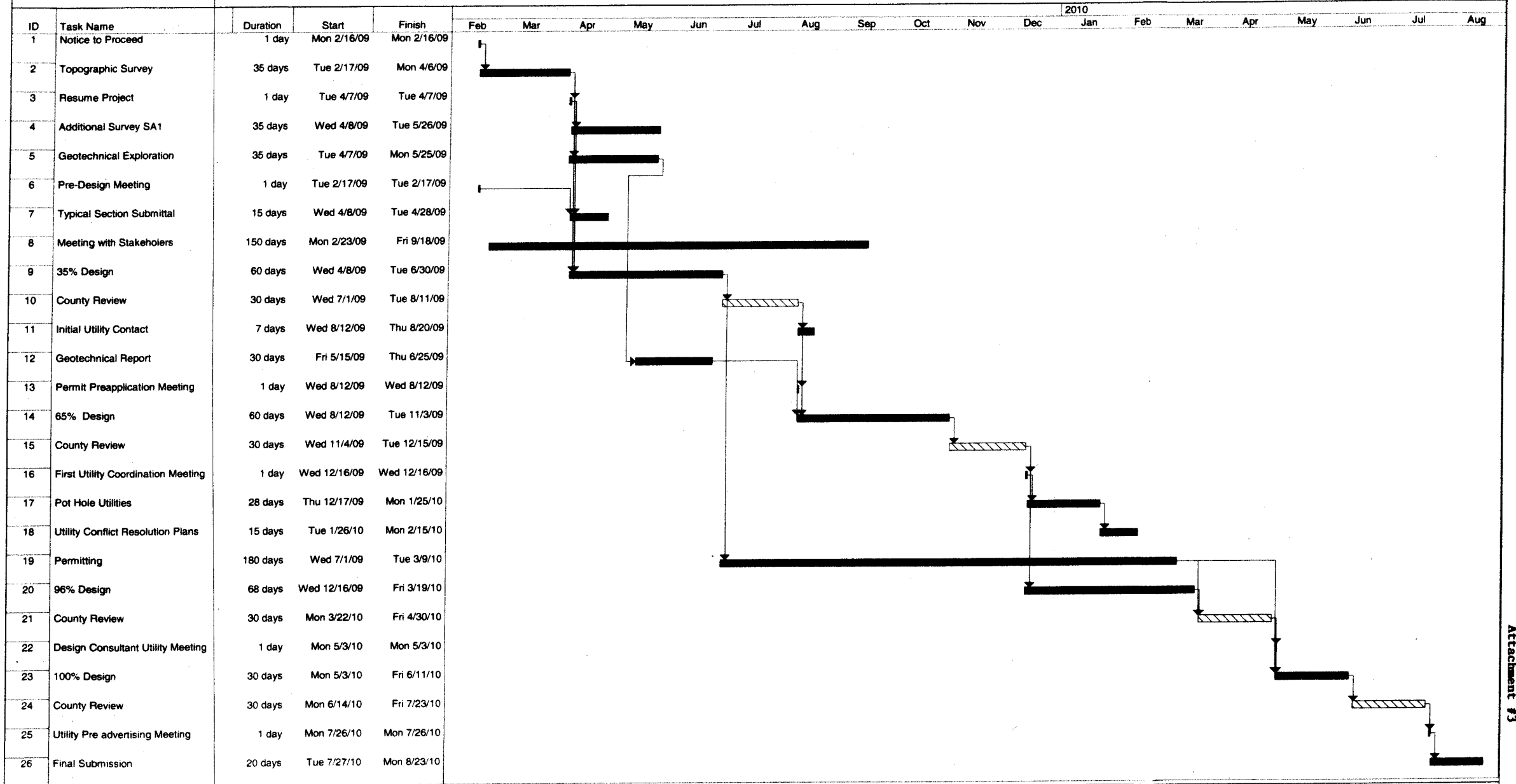
AGENT: **YES** 2124 11/21/08  
Agent's Code Number

ADDITIONAL INFORMATION:  
TOWN BEACH BOARD OF COUNTY COMMISSIONERS, A  
POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,  
ITS OFFICERS, EMPLOYEES AND AGENTS  
2300 NORTH JOE ROAD  
WEST BEACH, FL 33411-2743  
FOR ALL PROJECTS WITH TOWN BEACH COUNTY

NAME AND ADDRESS OF AGENT:  
DON DORNIER INSURANCE AGENCY  
3401 W. FERNBERG HIGHWAY  
FT. LAUDERDALE, FL 33308

INTERNAL STATE FARM USE ONLY: ☐ Request permanent Certificate of Insurance for liability coverage.  
VERSILE: Rev. 05-05-2004 ☐ Request Certificate Holder to be added as an Additional Insured.

Northlake Boulevard Bridge over the Loxahatchee Slough  
Project No. 2005-2390  
Revised Project Schedule for Supplemental Agreement No. 1



Project: Northlake Bridge over the Lox  
Date: Fri 1/30/09

Task  
Split

Progress  
Milestone

Summary  
Project Summary

External Tasks  
External Milestone

Deadline