

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$161,364	-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	\$161,364	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No
 Budget Acct No.: Fund 3500 Dept. 361 Unit 1001-01 Object 6505
 Program

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

Transportation Improvement Fund
 Intracoastal Crossings
 Ocean Ave (Lantana) Bridge over Intracoastal Waterway

Task Authorization	
- Basic Services	\$161,063.72
- Reimbursables	\$ 300.00
Fiscal Impact	\$161,363.72

C. Departmental Fiscal Review: atwillhite

III. REVIEW COMMENTS

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

[Signature] 4.23.09
 OFMB [Signature] 4/20/09
 [Signature] 4/23/09
 Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

Paul F. [Signature] 4/24/09
 Assistant County Attorney

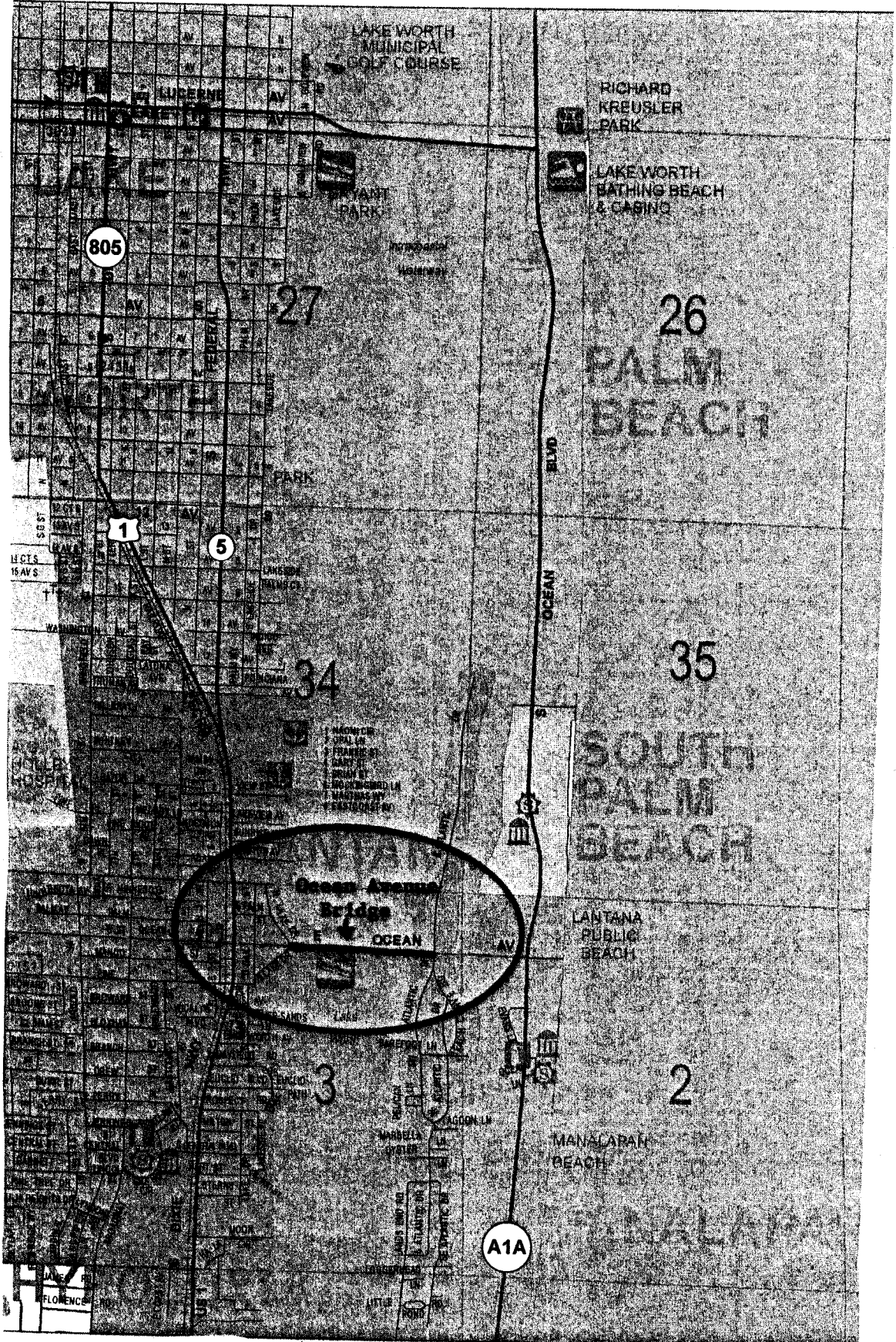
This item complies with current County policies.

C. Other Department Review:

 Department Director

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

PROJECT LOCATION
PROJECT NO. 2003502
OCEAN AVENUE (LANTANA) BRIDGE
OVER INTRACOASTAL WATERWAY



LOCATION SKETCH

ATTACHMENT 2

TASK AUTHORIZATION TO ANNUAL AGREEMENT BETWEEN

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

FOR PROFESSIONAL ENGINEERING SERVICES ON

**OCEAN AVENUE (LANTANA) BRIDGE
OVER INTRACOASTAL WATERWAY BRIDGE REPLACEMENT**

**PROJECT #: 2003502
PALM BEACH COUNTY, FLORIDA**

THIS TASK AUTHORIZATION TO THE ANNUAL AGREEMENT, made and entered into this day of _____ 2009 by and between Palm Beach County, hereinafter called the COUNTY, and R. J. Behar & Company, Inc., a Florida Corporation with an address of 6861 S.W. 196th Avenue, Suite 302, Pembroke Pines, Florida 33332, hereinafter called the CONSULTANT.

WITNESSETH

WHEREAS, the COUNTY and CONSULTANT entered into an Annual Agreement for Structural Services on a task order basis on February 5, 2008 (R2008-0160).

WHEREAS, the COUNTY desires the CONSULTANT to perform professional engineering services for Ocean Avenue (Lantana) Bridge over the Intracoastal Waterway Bridge Replacement, Palm Beach County, Florida (hereinafter called the PROJECT); and,

WHEREAS, the CONSULTANT agrees to perform the professional engineering services to review the structural, electrical and mechanical components of the design plans and construction bid documents, including related documents, for the PROJECT; and,

**Re: Ocean Avenue (Lantana) Bridge over Intracoastal Waterway Bridge Replacement
Project No.: 2003502**

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

Basic Services in a lump sum fee of \$161,063.72;

Reimbursable Expenses capped at \$300.00;

Totaling \$161,363.72

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 Authorization known as "SCOPE OF WORK & FEE".
2. The **CONSULTANT** agrees to "CERTIFICATION" statements as described in Exhibit "B" of the Authorization.
3. The **CONSULTANT** agrees to Small Business Enterprise (SBE) Participation, described in Exhibit "C" of the Authorization.
4. The **CONSULTANT** has provided a Letter 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 Sixty-One Thousand Three Hundred Sixty-Three Dollars and Seventy-Two Cents (\$161,363.72).
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 February 5, 2008 (R2008-0160), and;

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

**Re: Ocean Avenue (Lantana) Bridge over Intracoastal Waterway Bridge Replacement
Project No.: 2003502**

IN WITNESS WHEREOF, the parties hereto have made and executed this Task 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**

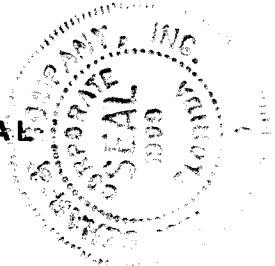
BOARD OF COUNTY COMMISSIONERS

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: _____
Ornelis A. Fernandez

BY: _____
Dereth Behar

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY:**

Dereth Behar
(Printed Name)

COUNTY ATTORNEY

EXHIBIT "A"

PRICE PROPOSAL

FOR BRIDGE PLANS REVIEW OF

**Ocean Avenue Bridge at Lantana
over the Intracoastal Waterway
Bascule Bridge Replacement**

County Project No. 2003-502

FOR

PALM BEACH COUNTY

PREPARED BY

R. J. BEHAR & COMPANY, INC.

3/11/2009

*See also file
KPS
3/12/09
JFV
3-18-09*

LUMP SUM FEE QUOTATION PROPOSAL

PALM BEACH COUNTY PROJECT NUMBER: 2003-502

CONSULTANT: R. J. Behar & Company, Inc.
PROJECT: Ocean Avenue Bridge at Lantana

ACTIVITY	PROJECT MANAGER		PROJECT ENGINEER				TOTAL ACTIVITY DOLLAR AMOUNT	MANHOURS BY ACTIVITY	AVERAGE HOURLY RATE
	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE			
BRIDGE PLANS REVIEW	571	\$139.00	104	\$97.12	0	\$0.00	\$89,469.48	675	\$132.55
LIGHTING PLANS REVIEW	0	\$139.00	27	\$97.12	0	\$0.00	\$2,622.24	27.0	\$97.12
COORDINATION w/ MECH ELEC & LIGHTING	30	\$139.00	0	\$97.12	0	\$0.00	\$4,170.00	30	\$139.00
TOTAL MANHOURS	601	\$139.00	131	\$97.12	0	\$0.00	\$96,261.72	732.0	\$131.51

** 2.9322% multiple*
 $893,539.00 \times 0.029322 = 26,182.72$

NOTE:
 There is a degree of uncertainty involving the design of major bridges, particularly bascule bridges. We have provided a lump sum price for the review of bridge plans and calculations. In addition we have provided a line item of 60 man hours for Misc resubmittals and assessments. This could include additional plans reviews (resubmittals) due to changes mandated by environmental agencies, public input, etc. This could also include assessments and preliminary designs of alternate concepts to be presented to the design consultant or the county. It could also include assessments and coordination necessary to provide direction to the design consultant between submittals. We will maintain a log of our time spent on such work that is beyond the normal review of design submittals. If we find that 60 manhours is insufficient for the project, and if we do not have available budget from other line items in this proposal, then we will request additional hours and document our request to the County's satisfaction.

TOTAL CONTRACT FEE COMPUTATION	
Total Activity Salary Costs	\$96,261.72
e) Subcontract Items	\$64,802.00
f) Reimbursables	\$ 300.00
TOTAL LUMP SUM FEE	\$161,363.72

PALM BEACH COUNTY PROJECT NUMBER:

MANHOOR REQUIREMENTS
2003-502

CONSULTANT: R. J. Behar & Company, Inc.

PROJECT: Ocean Avenue Bridge at Lantana

ITEM	PROJECT MANAGER	PROJECT ENGINEER	TOTAL HOURS	COMMENTS
Review Designer's Scope & Hours	16	0	16	Includes 1 meeting
Review Geotech Report	2	0	2	
Review Bridge Development Report	18	6	24	Includes 1 teleconference; Review minites
Review Bridge Hydraulics Report	8	4	12	
Review 35% Bridge Submittal (Sub-Total)	82	18	100	Does not include any 35% resubmittals
Review Plans	48	12	60	
Review Calculations	12	6	18	
Field Review	6	0	6	
Markup Plans & Write Letter	8	0	8	
Teleconference to Resolve Review Comments	8	0	8	Struct, Mech & Elec teleconference; Review minites
Review 65% Bridge Submittal (Sub-Total)	137	32	169	Does not include any 65% resubmittals
Review Plans	80	20	100	
Review Calculations	32	12	44	
Field Review	3	0	3	
Markup Plans & Write Letter	12	0	12	
Teleconference to Resolve Review Comments	10	0	10	Struct, Mech & Elec teleconference; Review minites
Review 96% Bridge Submittal (Sub-Total)	198	40	238	Does not include any 96% resubmittals
Review Plans	112	28	140	
Review Calculations	48	12	60	
Field Review	6	0	6	
Markup Plans & Write Letter	16	0	16	
Teleconference to Resolve Review Comments	16	0	16	Struct, Mech & Elec teleconference; Review minites
Review 100% Bridge Submittal (Sub-Total)	42	4	46	Includes one 100% resubmittal
Review Plans	12	4	16	
Review Calculations	8	0	8	
Markup Plans & Write Letter	6	0	6	
Teleconference to Resolve Review Comments	16	0	16	Struct, Mech & Elec teleconference; Review minites
Meetings at PBC:	8	0	8	2 meetings at 4 hours (Incl driving)
Misc. Resubmittals & Assessments	60	0	60	See NOTE on page 1 of 3
BRIDGE PLANS REVIEW	571	104	675	



Proposal to Perform Peer Review of the Design of the Mechanical and Electrical Systems for the Replacement of the Ocean Avenue Bascule Bridge in Palm Beach County

Date: 2/4/2009
Prepared By: Alan Klevens, PE

Phase	Review	Estimated Hours	Loaded Labor Cost
1	30% submittal	72	\$ 10,515.00
2	60% submittal	128	\$ 18,699.00
3	90% submittal	150	\$ 21,874.00
4	100% submittal	94	\$ 13,714.00
Subtotal		444	\$ 64,802.00
Expenses (Postage, etc.)		(R)	\$ 300.00
TOTAL			\$ 65,102.00

These hours are to provide a review of a bascule bridge mechanical, electrical, HVAC, and plumbing design and include the review of all systems related to the movable span. This does not include lighting.

These hours are sufficient to conduct a thorough review to detect constructability and code compliance issues but are not sufficient to be considered a check of the engineers work. It is assumed that all work that is submitted will be checked by the EOR and that we will not be responsible for checking the work.

It is anticipated that our deliverables will be marked up drawings, specifications and calculations based on our review and a tabulation of these comments in MS Word or a similar format.

All work will be supervised by Florida registered Professional Engineers.

GAK February 4, 2009

EXHIBIT "B"

Project: Ocean Avenue (Lantana) Bridge over Intracoastal Waterway Bridge Replacement
Project No.: 2003502

CONSULTANT: R. J. Behar & Company, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

By entering into this Agreement, the **CONSULTANT** certifies that the wage rates and costs used to determine the lump sum fees contained in herein are accurate, complete and current as of the date of this Agreement.

The said lump sum fees shall be adjusted to exclude any significant sums should the **COUNTY** determine that the lump sum fees were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants.

The **COUNTY** shall exercise its right under this "Certificate" within one year following final payment.

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

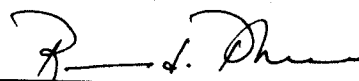
By entering into this Agreement the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the **CONSULTANT**, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this agreement.

PUBLIC ENTITY CRIMES STATEMENT

As provided in F.S. 287.132-133, by entering this Agreement or performing any work in furtherance hereof, the **CONSULTANT** certifies that it, its affiliates, suppliers, sub-contractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

NON-DISCRIMINATION STATEMENT

The **CONSULTANT** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity and expression.



Robert J. Behar, P.E., President

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Ocean Avenue (Lantana) Bridge over Intracoastal Waterway
Bridge Replacement

Project No.: 2003502

ENGINEER represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

(Attach additional sheets as needed.)

ENGINEER further represents that no person having any interest shall be employed for said performance. By signing below, ENGINEER certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence ENGINEER'S judgment or quality of services being provided to the County.


ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that ENGINEER may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the ENGINEER.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of ENGINEER would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the ENGINEER shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by Robert J. Behar, P.E., as
(Name of Individual)

President, of R. J. Behar & Company, Inc.
(Title/Position) (Firm Name of ENGINEER) who hereby certifies

that the information stated above is true and correct. Further, it is hereby acknowledged that any representation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.


(Signature)

March 19, 2009
(Date)

EXHIBIT "C"

03/18/2009

Engineering & Public Works Roadway Production
PARTICIPATION FOR MWBE/SBE CONSULTANTS
 Contract

Project Name: Ocean Avenue (Lantana) Bridge over

Project No.: 2003502

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

Prime Contact Person:

Telephone No.: (561) 333-7000

Resolution Date: 02/05/2008

Res #: R2008-0160

Department: Engineering & Public Works

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	Structural (Bridge)	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	98,281.72	0.00	0.00	0.00
		Total MWBE	0.00	0.00	0.00	0.00	
		%					
		Total SBE	0.00	98,281.72	0.00	0.00	0.00
		%		59.66			

Total Contract Amount of Authorization 181,363.72

EXHIBIT "D"

SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE CONSULTANT/SUBCONSULTANT

PROJECT NO. 2003502

PROJECT NAME: Ocean Avenue (Lantana) Bridge over Intracoastal Waterway Bridge Replacement

TO: Palm Beach
County

(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise (SBE) Minority Business Enterprise (M/WBE) _____

Black _____ Hispanic Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.
(Specify in detail particular work items or parts thereof to be performed)

Structural Services. Bridge plans review; lighting plans review and coordination with mechanical, electrical and lighting.

SBE-M/WBE Participation 59.65 %

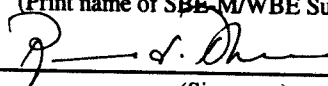
If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the name of any such subcontractor must be stated _____

The undersigned subconsultant understands that the provision of this form to prime bidder does not prevent subconsultant from providing quotations to others.

R. J. Behar & Company, Inc.

(Print name of SBE-M/WBE Subcontractor)

By: _____



(Signature)

Robert J. Behar, P.E., President/CEO

(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: March 19, 2009

Client#: 12731

BEHACOM3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/08

PRODUCER
Suncoast Insurance Associates
P.O. Box 22668
Tampa, FL 33622-2668
813 289-5200

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.

INSURED
R. J. Behar & Company, Inc.
6861 S.W. 196th Avenue
Suite 302
Pembroke Pines, FL 33332

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: XL Specialty Insurance Company	37885
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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.


INSURER (ADD'L LTR. INSD)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <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 (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liability	DPR9617638	11/17/08	11/17/09	\$1,000,000 per claim \$2,000,000 annl 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: Annual Structural Engineering Services Agreement
 Full Prior Acts Coverage

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners, a Subdivision of the State of Florida
 2300 N. Jog Rd.
 West Palm Beach, FL 33411

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE


IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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

RECEIVED

MAR 19 2009

RJ BEHAR & CO.

insures the following policyholder for the coverages indicated below:

Name of policyholder: R J BEHAR & COMPANY
 Address of policyholder: 6861 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	
		Effective Date	Expiration Date	(at beginning of policy period)	
98-LB-6491-2 <i>This insurance includes:</i>	Comprehensive Business Liability <input checked="" type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input type="checkbox"/> Underground Hazard Coverage <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"/>	10/01/08	10/01/09	BODILY INJURY AND PROPERTY DAMAGE Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$ 2,000,000	
98-QV-3031-7	EXCESS LIABILITY <input checked="" type="checkbox"/> Umbrella <input type="checkbox"/> Other	04/20/09	04/20/10	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit) Each Occurrence \$ 1,000,000 Aggregate \$	
98-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	Effective Date	Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)	

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.

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.

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 N. JOG ROAD
 WEST PALM BEACH, FL 33411-2745

FOR ALL PROJECTS WITH PALM BEACH COUNTY

Daig Danziel
 Signature of Authorized Representative
 AGENT _____ Date 03/19/09

Agent's Code Stamp
 AFO Code 2124



CERTIFICATE OF INSURANCE

THIS INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 30 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 certificate is for: 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: S. J. BROWN & COMPANY, INC.							
ADDRESS OF NAMED INSURED: 501 1/2 W. JENNIE, SUITE 202 FERRISS PARK, FL 33112-1053							
POLICY NUMBER	116 2199-200-09						
EFFECTIVE DATE OF POLICY	11/03/09						
DESCRIPTION OF VEHICLE (including VIN)	S.S.S.L. 2007 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	<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	1,000,000						
PHYSICAL DAMAGE COVERAGE							
a. Comprehensive	<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	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
\$	Excluded	\$	Excluded	\$	Excluded	\$	Excluded
b. Collision	<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	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
\$	Excluded	\$	Excluded	\$	Excluded	\$	Excluded
EMPLOYERS 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	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
NON-OWNED AUTOMOBILE 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	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
PLUG - COVERAGE FOR ALL OTHER 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	<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 Derrick
Name and Address of Certificate Holder: **DEAN BROWN INSURANCE AGENCY**
2300 NORTH JOE ROAD
WEST PALM BEACH, FL 33411-8743

AGENT: **Don Derrick** License No. **2124** Date of Issue **11/21/09**

Name and Address of Agent: **DEAN BROWN INSURANCE AGENCY**
3401 N. FERRISS HIGHWAY
FT. LAUDERDALE, FL 33308

FOR ALL PROJECTS WITH DEAN BROWN COUNTY

OPTIONAL STATE FARM LIFE ONLY: Request permanent Certificate of Insurance for Life coverage.
 Request Certificate Holder to be added as an Additional Insured.



18140 Crown Quay Lane
Jupiter, FL 33458
Tel. & Fax: (561) 743-3030

Attachment 3

SCHEDULE For BRIDGE PLANS REVIEW
For
PALM BEACH COUNTY
Ocean Ave Bridge over the Intracoastal Waterway Bascule Bridge Replacement
Project No. 2003-502

R. J. Behar and Company, Inc. will review the reports and submittals referenced in the Price Proposal. The following schedule is based on assumed time periods for design work prepared by the Design Consultant. Our review times are shown in **bold** below. The lower bound of our review times is the actual time we will expend in the review of the plans & reports. The upper bound of our review times is the time we *desire* to review the plans during periods of very high work volumes on other projects, if this time will not delay the project schedule.

<u>SCHEDULE TASK</u>	<u>DURATION</u>
Notice to Proceed	1 Day
Prepare Geotech Report, BHR & BDR	6 Months
Review Masterplan	1 week to 3 weeks
Prepare 35% Submittal	3 Months
Review 35% Submittal	2.5 weeks to 4 weeks
Prepare 65% Submittal	4 Months
Review 65% Submittal	4 Weeks to 6 Weeks
Prepare 96% Submittal	6 Months
Review 96% Submittal	4 Weeks to 4 Weeks
Prepare 100% Submittal	2 Months
Review 100% Submittal	1 Weeks to 2 Weeks