



January 2, 2018

R. J. Behar & Company, Inc.
6861 S.W. 196th Avenue, Suite 302
Pembroke Pines, Florida 33332
ATTN: Mr. Robert J. Behar, P.E., President

**RE: STRUCTURAL ENGINEERING SERVICES
ANNUAL CONTRACT ON A WORK TASK ORDER BASIS
RESOLUTION NO.: R2017-0027
CONTRACT DATED JANUARY 10, 2017**

Dear Mr. Behar:

This letter serves as your "**Notice to Proceed**" with the above referenced renewal of Annual Service, which was approved by the Board of County Commissioners (Board) on December 19, 2017 (R2017-1877).

The County User Departments will be in touch with you when your services are required.

If you have any questions, please feel free to contact me, at 561-684-4122.

Sincerely,



Holly B. Knight, P.E.,
Contracts Section Manager,
Roadway Production Division

HBK/jd

Attachment

pc: Administrative Services, Fiscal (NTP)
Contract Development & Control
Office of Small Business Assistance
Finance Department
CCNA File (w/original)
Mark Tomlinson, Director, Construction Coordination
John Cheshier, Director of Capital Improvements
James Stiles, Director of Water Utilities
Rob Robbins, Director of E.R.M
Bruce Pelly, Director of Airports

ec: Omelio A. Fernandez, P.E., Director, Roadway Production Division
L. Morton Rose, P.E., Assistant Director, Roadway Production Division
Holly B. Knight, P.E., Contracts Section Manager, Roadway Production Division
Vanessa Jagoo, TA II, Roadway Production Division

**Department of Engineering
and Public Works**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Melissa McKinlay, Mayor
Mack Bernard, Vice Mayor
Hal R. Valeche
Paulette Burdick
Dave Kerner
Steven L. Abrams
Mary Lou Berger

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*



R2017-1877

DEC 19 2017

**FIRST AMENDMENT TO THE ANNUAL STRUCTURAL ENGINEERING
CONTRACT NO. R2017-0027
DATED JANUARY 10, 2017, BY AND BETWEEN
R.J. BEHAR & COMPANY, INC.,
AND PALM BEACH COUNTY**

THIS FIRST AMENDMENT to the Annual Structural Engineering Contract dated January 10, 2017, (R2017-0027), hereinafter "CONTRACT" by and between R.J. Behar & Company, Inc., hereinafter "CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the state of Florida, hereinafter, "COUNTY".

WITNESSETH

WHEREAS, on January 10, 2017, the CONSULTANT and COUNTY entered into a twelve month Annual Structural Engineering Contract for engineering services and other related tasks throughout Palm Beach County; and

WHEREAS, the CONTRACT provides that the contract may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the Board of County Commissioners; and

WHEREAS, this is the first of the two allowable one (1) year term CONTRACT extensions per section 4.1; and

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to extend the expiration date of the CONTRACT from January 9, 2018 to January 9, 2019, with all original terms, conditions and unit prices adhered to; and

WHEREAS, the original CONTRACT provides in section 5.3.2 that the rates may be adjusted by negotiation; and

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to modify the Fee Schedule of the CONTRACT from Exhibit B in the Original Contract to the revised Fee Schedule provided by CONSULTANT dated September 28, 2017, and attached hereto as Exhibit B1.

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

1. The above recitations are true and correct and incorporated herein.

2. 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, familial status, sexual orientation, gender identity and expression, or genetic information pursuant to Palm Beach County Resolution R-2014-1421, as may be amended.

CONSULTANT has submitted to the COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the CONSULTANT does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to COUNTY that CONSULTANT will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

3. Section 5.2 of the original contract (R2017-0027) shall be replaced with the following:

5.2. Payments

5.2.1. Progress reports and/or payment invoices shall be submitted monthly by the CONSULTANT. Payments to the CONSULTANT shall be payable within 45 days after receipt of accurate and complete invoice from CONSULTANT, in proportion to the percentage of engineering services approved and accepted by the COUNTY based on said lump sum fee until 90% of the Basic Services are completed. There will be no additional payments until all Services, including permits, but with the exception of any Optional Services, are completed and accepted by the COUNTY.

5.2.2. Upon satisfactory completion of all Services, including permits, described in this Contract and approval and acceptance of the plans by the COUNTY full payment for all completed Services provided, will be made and the contract will be closed. If the contract has an authorization for Post Design Services the Contract will remain open until all Post Design Services (if applicable) are complete.

5.2.3. Final payment shall be due and payable to the CONSULTANT upon satisfactory completion, approval and acceptance by the COUNTY, of all the Services described in this Contract, including Post Design Services.

5.2.4 Due to the nature of the work flow and the small size of expected projects to be performed by the CONSULTANT, the COUNTY recognizes that the purpose of withholding retainage may not be applicable for all projects and the COUNTY may waive the requirement upon written request from the CONSULTANT.

4. The CONTRACT, dated January 10, 2017, between the CONSULTANT and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from January 9, 2018 to January 9, 2019.

5. The Fee Schedule shown as Exhibit B in the Original Contract is hereby modified as shown in the revised Fee Schedule provided by CONSULTANT dated September 28, 2017, and attached hereto as Exhibit B1.
6. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the COUNTY.
7. Except as provided herein, all other provisions of the Annual Structural Engineering Contract dated January 10, 2017, hereby confirmed shall remain in full force and effect.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment to the Structural Engineering Annual Contract (R2017-0027) to be executed and sealed ~~DEC~~ **DEC** 19 2017 day of _____, 20__.

OWNER: **R2017-1877**
Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners:

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

BY: *Melissa McKinlay*
Melissa McKinlay, Mayor

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

SEAL

CORPORATE SEAL



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

ATTEST WITNESS:

BY: *Tracy Powell*
(Print Name)
Tracy Powell
(Signature) Deputy Clerk

BY: Dereth Behar
(Print Name)
Dereth Behar
(Signature)

BY: Lizanna Kadir
(Print Name)
Lizanna Kadir
(Signature)

APPROVED AS TO TERMS AND CONDITIONS:

BY: *Omelio A. Fernandez*
Omelio A. Fernandez, P.E.
Director of Roadway Production

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY: *Liz Herman*
Liz Herman, Assistant County Attorney II

R. J. BEHAR COMPANY, INC.
Task Order Basis
Fee Schedule

EXHIBIT "B1"

*Rates OK
HK*

12788 Forest Hill Blvd., Suite 2003 B
Wellington, FL 33414 Ph. (561) 333-7000 Fax (561) 333-7001
Contact: Jasmani Riveron, P.E.

September 28, 2017

Fee Schedule	
CATEGORY	RATE
Project Manager	\$176.00
Senior Engineer	\$188.00
Engineer	\$134.00
CADD Technician	\$103.00
Special Inspector	\$175.00
Threshold Inspector	\$150.00

Contract Multiplier:

Salary 1.00
Overhead & Fringe **1.5979**
Subtotal **2.5979**
12% Profit **0.3117**
Total **2.9096**
Capped @ 2.91

Note: Rates are effective from January 10, 2018 through January 9, 2019.

R.J. Behar & Company, Inc. will provide "Additional Services, as Authorized and Approved by the Owner, Palm Beach County".



NON-DISCRIMINATION POLICY FORM

Contract No.: R2017-0027

Pursuant to Palm Beach County Resolution R-2014-1421 ("Resolution), as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County ("County") that the County "**shall not conduct business with nor appropriate any funds for any organization or entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.**"

This Resolution requires that each organization or entity doing business with the County is "required to submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy stated above, **prior** to entering into any contract with the County." In the event an organization or entity does *not* have a written non-discrimination policy, such organization or entity "shall be required to sign a statement affirming their non-discrimination policy is in conformance with this resolution."

Check one:

Organization/Entity hereby attaches its non-discrimination policy, which is consistent with the County's Non-Discrimination Policy and Resolution.

OR

Organization/Entity hereby acknowledges that it **does not** have a written non-discrimination policy and hereby **affirms by signing below** that its non-discrimination policy is in conformance with the County's Non-Discrimination Policy and Resolution.

ORGANIZATION / ENTITY INFORMATION:

R. J. Behar & Company, Inc.

Name of Organization or Entity



Signature

Robert J. Behar, P.E.

Name (type or print)

President

Title



R.J. Behar

President's Statement/EEO Policy

It is the policy of RJ Behar to seek and employ qualified personnel in all its offices and at all of its locations; to provide equal opportunity for advancement of employees, including upgrading, promoting and training; and to administer these activities in a manner which will not discriminate against any person on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, family status, sexual orientation, gender identity and expression, disability, genetic information, citizenship, or veteran status.

In furtherance of this policy, the Company will:

1. Recruit, hire and promote for all job classifications without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, citizenship, or veteran status and take affirmative measures to hire qualified minority and female applicants in jobs in which they are underutilized.
2. Further the principle of equal employment opportunity in our employment decisions. Decisions will be based on qualifications, which are in accord with valid job requirements.
3. Ensure that promotion decisions are in accord with the principles of equal employment opportunity by applying only valid requirements for promotional opportunities.
4. Ensure that all other personnel activities, such as compensation, benefits, transfers, layoffs, return from layoffs, company-sponsored training, educational tuition aid, social and recreational programs, will be administered without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, citizenship, or veteran status.
5. Audit personnel actions to determine if they further the policy of equal employment opportunity.
6. Take affirmative action, where necessary, to insure that the policy is adhered to in all cases.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. J. Behar'.

Robert J. Behar, P.E.
President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Nicole Larsen PHONE (A/C No, Ext): 770-552-4225 E-MAIL ADDRESS: Nicole.Larsen@greyling.com	FAX (A/C, No): 866-550-4082
	INSURER(S) AFFORDING COVERAGE	
INSURED R.J. Behar & Company, Inc. 6861 S.W. 196th Avenue Suite 302 Pembroke Pines, FL 33332	INSURER A : Sentinel Insurance Co Ltd NAIC # 11000	INSURER B : Travelers Casualty & Surety Co of Amerl NAIC # 31194
	INSURER C : Beazley Insurance Company, Inc. NAIC # 37540	INSURER D :
	INSURER E :	INSURER F :

COVERAGES **CERTIFICATE NUMBER: 17-18** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		20SBUAC0037	11/17/2017	11/17/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		20UEGNG0289	11/17/2017	11/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		20SBUAC0037	11/17/2017	11/17/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		UB8J138920	11/17/2017	11/17/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab & Pollution Liability		V20C99170101	11/17/2017	11/17/2018	Per Claim \$2,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: For All Projects with Palm Beach County. Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Retroactive Date: Full Retro.

CERTIFICATE HOLDER Palm Beach County/c/o Insurance Tracking Services, Inc.-ITS P.O. Box 20270 Long Beach, CA 90801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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