

City of Coconut Creek InterOffice Memorandum

To: Linda Jeethan, Purchasing Manager
Finance & Administrative Services

Date: October 3, 2017

From: Sheila N. Rose, Director
Sustainable Development



Subject: **Sexton Engineering
Associates, Inc. - Sole Source
Purchase Order**

It has come to the city's attention that Florida's Turnpike is proposing to widen the roadway from 6-lanes to 10-lanes in the vicinity between West Atlantic Boulevard and Wiles Road. This section of the turnpike directly abuts several residential communities and this expansion would negatively affect Coconut Creek's residents. Staff determined the need to hire an Engineering Consultant to help us analyze the engineering documents associated with the PD&E study and to provide expert testimony.

The search for an Engineering Consultant was exhaustive due to the lack of expertise in project development, environmental studies and the NEPA process, and due to conflicts of interest.

City staff reviewed several Engineering firms starting with the ten firms on the City's Consultant list (RFQ 11-19-14-10). Most did not have the combined required expertise and ability to represent the city's interest in a controversial issue. The companies on the list are known to have existing contracts with the FDOT, which constitutes a conflict of interest.

Staff then proceeded to contact two additional companies found on the internet or referred, including Rhon Ernest Jones Group and Sexton Engineering Associates. Rhon Ernest Jones declined due to the lack of expertise. He referred Sexton Engineering Associates as the only firm he was aware of with the expertise to do the work.

Sexton Engineering is a Florida-based consulting firm that provides professional engineering and analysis services. Sexton Engineering has extensive experience in project development, environmental studies and the NEPA process, has worked with governmental entities, and has no conflict of interest. Furthermore, Michael Sexton, owner of Sexton Engineering Associates, is qualified as an expert witness in these matters, specific to the South Florida region including, Broward County.

We would like to proceed with a sole-source purchase order for Sexton Engineering as the only available candidate with the required expertise to complete the project within the timeframe required by the city.

SNR/ds

S:\Data\Development Services\DStecko\Documents\memos\Memo - Sexton Engineering - Sole Source Purchase Order.docx

SOLE-SOURCE / SINGLE-SOURCE JUSTIFICATION

It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or service. Florida Statute, Chapter 838.22

Sole Source Definition:

A source selected for the purchase of goods or service over \$2,500.00 when there are no other sources capable of providing the goods or services except for the one selected.

Single Source Definition:

A source selected for the purchase of goods or service over \$2,500.00 due to the compatibility of equipment, replacement parts, training, warranty, or some other unique purpose even though other sources are available.

General Information:

Date: October 4, 2017 Requestor's Name: Sheila N. Rose
Total Amount: \$24,000.00 Requestor's Title: Director
Requesting Department: Department of Sustainable Development

Vendor Information:

Vendor Name: Sexton Engineering Associates, Inc.
Vendor Contact: Michael Sexton, P.E., S.M., President
Street Address: 110 Ponce de Leon Street, Ste. 100
City/State/Zip: Royal Palm Beach, FL 33411
Email Address: msexton@sextonengineering.com
Phone: (561) 792-3122 Fax: (561) 792-3168

Please check all statements applicable to the purchase of the particular good/service you are requesting as a sole or single source purchase.

- Sole provider of a licensed or patented good or service
- Sole provider of items that is compatible with existing equipment, inventory, systems, programs or services
- Sole provider of goods and services for which the City has established a standard
- Sole provider of factory-authorized warranty service
- Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (attach documentation)
- None of the above apply. A detailed explanation and justification for this sole source request is attached.

SOLE-SOURCE / SINGLE-SOURCE JUSTIFICATION

Goods/Services Information:

Features Requirements

List the major features/capabilities that are required. What unique design/performance features does this good or provider of the services have that are essential to your requirements? Provide a brief technical explanation as to why these features are essential. Identify the manufacture/model of your existing equipment, if applicable:

The analysis of the proposed turnpike widening requires an indepth knowledge in highway engineering and PD&E studies. In addition, because of the potential that this item will result in litigation, an individual qualified to testify in these technical areas is required. Mr. Sexton is the only engineer that we have been able to locate that is qualified to do this work who doesn't have a conflict and who is willing to represent the city's interest in an issue that will be controversial.

Competing Brands Investigated

Did you consider other goods or providers of services with similar capabilities? Indicate specific brands/models of competitors' products that were investigated and describe why they do not meet listed Features Requirements. List all contact names and phone numbers for competitors.

Yes. All firms on the city's rotating engineering consultant list were reviewed. All were found to be ineligible due to conflict of interest because of their current contracts with the FDOT.

Brand Name Source

Is the specific brand/model being recommended for procurement available from more than one source (i.e. more than one dealer or distributor)? If yes, list all ruled out vendors, why they were ruled out, and the contact name and phone numbers of those vendors.

Yes. See above.

Statement of Need:

My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist. I have attached the pertinent documentation showing what market research was conducted to preclude other items from consideration.

Policy:

Sole source purchases exceeding \$25,000 require City Commission approval. A Notification of Intent to Award a Sole Source / Single Source will be posted electronically for at least 7 business days as per Section 287.05(3)(c), Florida Statute as amended from time to time.

Authorization:

**A minimum of two different individual approval signatures are required.*

Researcher: [Signature] Date: 10/5/17

Requestor: [Signature] Date: 10/5/17

Department Director: [Signature] Date: 10/5/17

*Purchasing Manager: [Signature] Date: 10/5/17

*Finance Director: [Signature] Date: 10/5/17

If Purchase is over \$10,000:

*City Manager: [Signature] Date: 10/5/17

PURCHASING USE ONLY:

Advertise Sole Source Notification: Yes No Electronic Posting Date: _____

Statements of Disagreement Received: Yes No Electronic Removal Date: _____



SEXTON ENGINEERING ASSOCIATES, INC.

Consulting Engineers and Surveyors

October 2, 2017

Mrs. Sheila Rose, AICP
Director of Sustainable Development
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

Via Email: Rrose@coconutcreek.net

RE: Proposal for Professional Consulting Services
Florida Turnpike PD&E Study Review
Broward County, Florida

Dear Ms. Rose:

Sexton Engineering Associates, Inc. (SEA) is pleased to present this proposal for professional consulting services for the referenced project. The proposed project is located along the Florida Turnpike from Atlantic Blvd. to Wiles Road. We understand that the project consists of widening the Florida Turnpike to 10 lanes along existing residential development within the City of Coconut Creek. With this information in mind, the scope of services is as follows:

Task 1 – PD&E Review & Analysis - SEA will review both the original Florida Turnpike PD&E Study for impacts to the City of Coconut Creek residential properties for the recommended alternative design and the impact mitigation plans and the most recent Florida Turnpike Reevaluation of the current design and impact mitigation plans. We will summarize the significant design and mitigation charges that will impact the subject properties for review with City staff. SEA will assist the City staff in developing potential alternative designs and mitigation strategy for discussion with the Florida Department of Transportation. This assignment will be closely coordinated with the City of Coconut Creek Director of Sustainable Development.

Task 2 – Project Meetings and Coordination – SEA will prepare for and attend meetings with the City of Coconut Creek, the Florida Department of Transportation, Broward County and other relevant governmental entities as required for data collection, review, presentation, and negotiations as needed to assist the City of Coconut Creek in evaluating and responding to the potential impacts to the subject properties. This assignment will be closely coordinated with the City of Coconut Creek Director of Sustainable Development.

These services will be provided on an hourly basis.

COMPENSATION

Compensation for services shall be hourly for the provided services based on the following hourly rate schedule and budget amounts, plus applicable reimbursable expenses. Both parties shall authorize additional work beyond the detailed scope in writing, and an estimate of fees will be given prior to additional work commencing. Sexton Engineering Associates, Inc. will coordinate and communicate the need for additional services with the Client and will use its best efforts to secure Client approval of all additional service tasks.

HOURLY RATE SCHEDULE

| | |
|-----------------------|-------------------|
| Principal | \$200.00 per hour |
| Professional Engineer | \$150.00 per hour |
| Professional Surveyor | \$150.00 per hour |
| Engineer | \$125.00 per hour |
| CADD Technician | \$ 85.00 per hour |

We have budgeted the following amounts for the Tasks described above:

| | |
|---|--------------------|
| Task 1 -- PD&E Review & Analysis | \$15,000.00 Budget |
| Task 2 -- Project Meetings & Coordination | \$ 9,000.00 Budget |

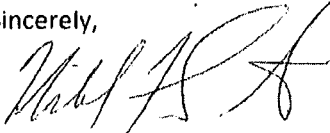
The total budget amount for all the tasks described above is not be exceeded without additional written authorization from the client. This proposal does not include reimbursable expenses, such as printing, drawings, photocopies, deliveries, etc.

Invoices for said services will be submitted monthly and payment for said services shall be due within 15 days from the date of submission. After 30 days from the due date, a late fee of 1.5% per month on the overdue amounts will be charged, plus handling and collection fees. In the event either party should use legal remedies to enforce this agreement, the prevailing party shall be entitled to reasonable attorney's fees and expenses from the non-prevailing party. This agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida, County of Broward.

This proposal represents the entire understanding between our organizations for this project and may only be modified in writing, signed by all parties. If you agree to the contents of this agreement, please sign and date the Acceptance of Proposal/Notice to Proceed and return the original to our office.

Thank you for the opportunity to work with you on this very important project. Please contact our office if you require any additional information regarding this matter.

Sincerely,

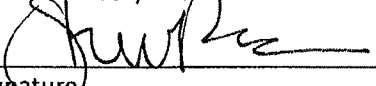


Michael F. Sexton, P.E., P.S.M.
President

ACCEPTANCE OF PROPOSAL

Accepted By:

City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063



Signature

Shelia Rose

Print Name

DIR OF SUB DEV / ACM

Title

10 | 4 | 17

Date

AGREEMENT

between

CITY OF COCONUT CREEK

and

SEXTON ENGINEERING ASSOCIATES, INC.

for

**PROFESSIONAL CONSULTING SERVICES
FLORIDA TURNPIKE PD&E STUDY REVIEW**

This Agreement is made and entered into this 5th day of October, 2017, by and between CITY OF COCONUT CREEK, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "CITY,"

AND

Sexton Engineering Associates, Inc. a Florida Corporation, its successors and assigns, hereinafter referred to as "CONSULTANT".

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, **CITY** and **CONSULTANT** agree as follows:

ARTICLE I

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

- 1.1 **CONTRACT ADMINISTRATOR:** Whenever the term "**CONTRACT**" **ADMINISTRATOR**" is used herein, it is intended to mean the City Manager or designee. In the administration of this Agreement, all parties may rely upon instructions or determinations made by the **CONTRACT ADMINISTRATOR**.
- 1.2 **CONSULTANT:** Sexton Engineering Associates, Inc., which is the professional organization with whom **CITY** has contracted for the performance of services pursuant to this Agreement.
- 1.3 **CITY:** City of Coconut Creek, Florida, a body corporate and politic and a political subdivision of the State of Florida.
- 1.4 **PROJECT:** The nature of the **PROJECT** is to provide professional consulting services for the Florida Turnpike PD&E Study Review as defined in **EXHIBIT "A" – SCOPE OF WORK**.

ARTICLE 2

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Negotiations pertaining to the services to be performed by **CONSULTANT** were undertaken between **CONSULTANT** and **CITY**, and this Agreement incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF WORK

- 3.1 **CONSULTANT'S** services shall consist of the tasks set forth in **EXHIBIT "A"**, attached hereto and made a part hereof, and shall include professional services, as applicable for the **PROJECT**. **CONSULTANT** shall provide all services as set forth in **EXHIBIT "A"** including all necessary, incidental and related activities and services required by the Scope of Work and contemplated in **CONSULTANT'S** level of effort.
- 3.2 The **CITY** reserves the right to add or delete tasks shown in **EXHIBIT "A"** as deemed necessary and based on fund availability.
- 3.3 **CONSULTANT** and **CITY** acknowledge that the Scope of Work does not delineate every detail and minor work Task required to be performed by **CONSULTANT** to complete a **PROJECT**. If, during the course of the performance of the services included in this **AGREEMENT**, **CONSULTANT** determines that it should perform work to complete a **PROJECT**, which is outside the level of effort originally anticipated, **CONSULTANT** shall notify **CONTRACT ADMINISTRATOR** in writing in a timely manner before proceeding with the work. If **CONSULTANT** proceeds with said work without notifying **CONTRACT ADMINISTRATOR** as provided in Article 6, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Work. Notice to **CONTRACT ADMINISTRATOR** does not constitute authorization or approval by **CITY**. Performance of work by **CONSULTANT** outside the originally anticipated level of effort without prior written **CITY** approval is at **CONSULTANT'S** sole risk.
- 3.4 **CONSULTANT** acknowledges that **CITY** is relying on the competence of **CONSULTANT** to meet the **PROJECT'S** intent.

ARTICLE 4

TIME OF PERFORMANCE

- 4.1 **CONSULTANT** shall perform the services described in **EXHIBIT "A"** within the time periods specified in the **PROJECT SCHEDULE** included in **EXHIBIT "A"**.
- 4.2 In the event **CONSULTANT** is unable to complete performance of services because of delays resulting from untimely review and approval by governmental authorities having jurisdiction over the **PROJECT**, and such delays are not the fault of **CONSULTANT**, **CITY** shall grant a reasonable extension of time for completing the work. It shall be the responsibility of **CONSULTANT** to notify the **CONTRACT ADMINISTRATOR** promptly, in writing, whenever a delay is anticipated or experienced, and to inform the **CONTRACT ADMINISTRATOR** of all facts and details related to the delay.

ARTICLE 5

COMPENSATION AND PAYMENT

- 5.1 **CITY** agrees to pay **CONSULTANT** as compensation for performance of all approved **PROFESSIONAL SERVICES** required under the terms of this Agreement and as described in **EXHIBIT "A"** up to a total contract amount of **TWENTY-FOUR THOUSAND DOLLARS and ZERO CENTS (\$24,000.00)**. In the event the City exercises the terms and conditions of 3.2 of Article 3, the contracted fees shall be reduced accordingly.
- 5.2 The total contract amount includes full payment, including all labor, overhead, and other costs. No travel and meal costs are reimbursable unless incurred outside of Miami-Dade, Broward and Palm Beach Counties, approved in writing in advance by the City. Any such costs are payable at the **CITY** reimbursement rate.
- 5.3 **CONSULTANT** shall submit its invoices in the format and with supporting documentation as may be required by **CITY**.
- 5.4 **CITY** shall pay **CONSULTANT** monthly for services rendered within thirty (30) days from date of approval of each of **CONSULTANT'S** invoices by the **CONTRACT ADMINISTRATOR**. The parties shall comply with section 218.70, F.S., et seq., The Prompt Payment Act. If any errors or omissions are discovered in any invoice, **CITY** will inform **CONSULTANT** and request revised copies of all such documents. If any disagreement arises as to payment of any portion of an invoice, **CITY** agrees to pay all undisputed portions and the parties agree to cooperate by promptly conferring to resolve the disputed portion.
- 5.5. Payment will be made to **CONSULTANT** at: Sexton Engineering Associates, Inc.
110 Ponce de Leon Street, Suite 100
Royal Palm Beach, FL 33411

ARTICLE 6

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

- 6.1 CITY shall assist CONSULTANT by placing at CONSULTANT'S disposal all information it has available pertinent to the PROJECT including previous reports and any other data relative to a PROJECT.
- 6.2 CITY shall review the itemized deliverables/documents identified in EXHIBIT "A" of CONSULTANT and respond in writing any comment within the time set forth on the approved Project Schedule.
- 6.3 CITY shall arrange for access to make all provisions for CONSULTANT to enter upon public and private property as reasonably required for CONSULTANT to perform its services under this Agreement.

ARTICLE 7

MISCELLANEOUS

- 7.1 **OWNERSHIP OF DOCUMENTS:** All correspondence, studies, data, analyses, documents, instruments, applications, memorandums and the like, that result from CONSULTANT'S services under this Agreement or that is provided in connection with this Agreement shall become and shall remain the property of the CITY and the CITY shall consequently obtain ownership of them by any statutory law, common law and other reserved rights, including copyright; however, such documents are not intended or represented by CONSULTANT to be suitable for reuse by CITY on extensions of the work or on any other work or project. Any such reuse, modification or adaptation of such document without written verification or permission by CONSULTANT for the specific purpose intended will be at CITY'S sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT'S independent professional subconsultants. If CITY alters any such documents, CITY will expressly acknowledge same so that no third party will be in doubt as to the creation or origination of any such document.
- 7.2 **TERMINATION:** This Agreement may be terminated by CONSULTANT for cause or by CITY for any reason with or without cause, upon thirty (30) days written notice from the terminating party to the other party. In the event of such termination, CONSULTANT shall be paid its compensation for services performed to termination date, including all REIMBURSABLES then due to incurred to termination date. All finished or unfinished correspondence, studies, data, analyses, documents, instruments, applications, memorandums, sketches, tracings, drawings, specifications, design, design calculations, details models, photographs, reports, surveys and other documents, plans and data that result from CONSULTANT'S services under this Agreement shall become and shall remain the property of CITY and shall be delivered by CONSULTANT to CITY.
- 7.3 **EXAMINATION OF RECORDS:** CONSULTANT shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices. The CONSULTANT shall also maintain the financial information and data used by the CONSULTANT in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The CITY shall have access to

such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The **CONSULTANT** will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the **CITY**. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement and **CONSULTANT** acknowledges that such laws have possible application and agrees to comply with all such laws.

- 7.4** **EQUAL OPPORTUNITY:** **CONSULTANT** agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. **CONSULTANT** agrees to furnish **CITY** with a copy of its Affirmative Action Policy, if requested.
- 7.5** **NO CONTINGENT FEES:** **CONSULTANT** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for **CONSULTANT**, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for **CONSULTANT**, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, **CITY** shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- 7.6** **ASSIGNMENT:** This Agreement, or any interest herein, shall not be assigned, transferred to otherwise encumbered by **CONSULTANT**, under any circumstances, without the prior written consent of **CITY**. Said consent shall be at **CITY'S** reasonable discretion and may not be unreasonably withheld.
- 7.7** **INDEMNIFICATION OF CITY:** The parties agree that one percent (1%) of the total compensation paid to the **CONSULTANT** for the work of the contract shall constitute specific consideration to the **CONSULTANT** for the indemnification to be provided under the **CONSULTANT**. The **CONSULTANT** shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONSULTANT**, any sub-contractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the **CONSULTANT**, any sub-contractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the **CONSULTANT** or any sub-contractor under

Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes.

7.8 INSURANCE:

CONSULTANT shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance, Business Automobile Liability Insurance and Professional Liability Insurance as follows:

7.8.1 Workers' Compensation

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000 each accident.

7.8.2 General Liability

Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

7.8.3 Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverages for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

7.8.4 Professional Liability/Errors and Omissions Coverage

If the **CONSULTANT** is to provide professional services under this Agreement, the **CONSULTANT** must provide the CITY with evidence of Professional Liability insurance with, at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the **CONSULTANT'S** operations or premises, any person directly or indirectly employed by the **CONSULTANT**, and the **CONSULTANT'S** obligations under indemnification under this Agreement.

7.8.5 CONSULTANT acknowledges that the CITY is relying on the competence of the **CONSULTANT** to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to **CONSULTANT'S** negligent errors and omissions, **CONSULTANT** shall promptly rectify them at no cost to CITY and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

7.8.6 General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Agreement term, requests for payments originating after such lapse shall not be processed until the CITY receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse

date. If insurance is not reinstated, CITY may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

- a) Name as additional insured the CITY of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek – Purchasing Division
Attn: Risk Manager
4800 West Copans Road
Coconut Creek, Florida 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the respondent's bid. If **CONSULTANT** is Successful **CONSULTANT**, then prior to commencement of Contract, **CONSULTANT** must submit revised Certificate of Insurance naming the CITY of Coconut Creek as additional insured for all liability policies.

7.8.7 Insurance Company and Agent

All insurance policies herein required of the successful Consultant shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

- 7.9 REPRESENTATIVE OF CITY AND CONSULTANT:** It is recognized that questions in the day-to-day conduct of a **PROJECT** will arise. The **CONTRACT ADMINISTRATOR**, upon request by **CONSULTANT** shall designate in writing and shall advise **CONSULTANT** in writing of one (1) or more **CITY** employees to whom all communications pertaining to the day-to-day conduct of **PROJECT** shall be addressed.

CONSULTANT shall inform **CONTRACT ADMINISTRATOR** in writing of the representative of **CONSULTANT** to whom matters involving the conduct of **PROJECT** shall be addressed. **CONSULTANT** shall, at all times during this Agreement, have available for consultation or otherwise, an employee who shall be familiar with all work contemplated under this Agreement.

- 7.10 ATTORNEY'S FEES:** If a party institutes any legal action to enforce any provision of this Agreement, they shall be entitled to reimbursement from the other party for all costs and expenses, including reasonable attorney's fees incurred by them, provided they are the prevailing party in such legal action, and provided further that they shall make application to the court or other tribunal, for an award of such costs and expenses.

7.11 ALL PRIOR AGREEMENTS SUPERSEDED: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.12 NOTICES: Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice, to wit:

City

Mary C. Blasi, City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063
Phone: 954-973-6720
Fax: 954-973-6777
Email: mblasi@coconutcreek.net

Consultant

Michael F. Sexton, P.E., P.S.M., President
Sexton Engineering Associates, Inc.
110 Ponce de Leon Street, Ste. 100
Royal Palm Beach, FL 33411
Phone: 561-792-3122
Fax: 561-792-3168
Email: msexton@sextonengineering.com

7.13 TRUTH-IN-NEGOTIATION CERTIFICATE: Signature on this Agreement by **CONSULTANT** shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price any additions thereto shall be adjusted to exclude any significant sums by which **CITY** determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of this Agreement.

7.14 NON-EXCLUSIVE AGREEMENT: The services to be provided by **CONSULTANT** pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude **CITY** from engaging other firms to perform the same or similar services for the benefit of **CITY** within **CITY'S** sole and reasonable discretion.

7.15 WARRANTIES OF CONSULTANT: **CONSULTANT** hereby warrants and represents as follows:

- A. At all times during the term of this Agreement, **CONSULTANT** shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.
- B. At all times during this Agreement, **CONSULTANT** shall perform its obligations in a prompt, professional and businesslike manner.

7.16 GOVERNING LAW: This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the 17th Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.

7.17 CONSULTANT'S STAFF: CONSULTANT will provide the key staff identified in their proposal for PROJECT as long as said key staff are in CONSULTANT'S employment.

CONSULTANT will obtain prior written approval of CONTRACT ADMINISTRATOR to change key staff. CONSULTANT shall provide CONTRACT ADMINISTRATOR with such information necessary to determine the suitability of proposed new key staff. CONTRACT ADMINISTRATOR will be reasonable in evaluating key staff qualifications.

If CONTRACT ADMINISTRATOR desires to request removal of any of CONSULTANT'S staff, CONTRACT ADMINISTRATOR shall first meet with CONSULTANT and provide reasonable justification for said removal.

7.18 PRECEDENCE: In case of any conflict, the provisions of this Agreement, Articles 1 through 7, including Sub-Articles, shall take precedence over any addendum or additional consulting provisions.

7.19 ANTI-DISCRIMINATION:

That Contractor shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) Contractor, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression.

7.20 GRATUITIES AND KICKBACKS:

7.20.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

7.20.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

7.20.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

7.22 PUBLIC RECORDS:

Contractor shall keep such records and accounts and require any and all Contractors and subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, Florida Statutes. To the extent Contractor is a Contractor acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, Contractor shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, Contractor agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services. If the Contractor transfers all public records to the City upon completion of the services, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the services, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If Contractor does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Sexton Engineering Associates, Inc. (Name of party with whom Agreement is made), signing by and through its President – Michael F. Sexton, P.E., P.S.M. (President, Owner, CEO, etc.) duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Mary C. Blasi 10/12/17
Mary C. Blasi, City Manager Date

Leslie Wallace May 10/16/17
Leslie Wallace May Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn 10/12/17
Terrill C. Pyburn, City Attorney Date

CONTRACTOR

ATTEST:

Kelli Perez
(Corporate Secretary)

Sexton Engineering Associates, Inc.
Company Name
M.F. Sexton 10-5-2017
Signature of President/Owner Date

Kelli Perez
Type/Print Name of Corporate Secy.

Michael F. Sexton, President
Type/Print Name of President/Owner

(CORPORATE SEAL)



SEXTON ENGINEERING ASSOCIATES, INC.

Consulting Engineers and Surveyors

EXHIBIT "A"

October 2, 2017

Mrs. Sheila Rose, AICP
Director of Sustainable Development
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

Via Email: Srose@coconutcreek.net

RE: Proposal for Professional Consulting Services
Florida Turnpike PD&E Study Review
Broward County, Florida

Dear Ms. Rose:

Sexton Engineering Associates, Inc. (SEA) is pleased to present this proposal for professional consulting services for the referenced project. The proposed project is located along the Florida Turnpike from Atlantic Blvd. to Wiles Road. We understand that the project consists of widening the Florida Turnpike to 10 lanes along existing residential development within the City of Coconut Creek. With this information in mind, the scope of services is as follows:

Task 1 – PD&E Review & Analysis - SEA will review both the original Florida Turnpike PD&E Study for impacts to the City of Coconut Creek residential properties for the recommended alternative design and the impact mitigation plans and the most recent Florida Turnpike Reevaluation of the current design and impact mitigation plans. We will summarize the significant design and mitigation charges that will impact the subject properties for review with City staff. SEA will assist the City staff in developing potential alternative designs and mitigation strategy for discussion with the Florida Department of Transportation. This assignment will be closely coordinated with the City of Coconut Creek Director of Sustainable Development.

Task 2 – Project Meetings and Coordination – SEA will prepare for and attend meetings with the City of Coconut Creek, the Florida Department of Transportation, Broward County and other relevant governmental entities as required for data collection, review, presentation, and negotiations as needed to assist the City of Coconut Creek in evaluating and responding to the potential impacts to the subject properties. This assignment will be closely coordinated with the City of Coconut Creek Director of Sustainable Development.

These services will be provided on an hourly basis.

COMPENSATION

Compensation for services shall be hourly for the provided services based on the following hourly rate schedule and budget amounts, plus applicable reimbursable expenses. Both parties shall authorize additional work beyond the detailed scope in writing, and an estimate of fees will be given prior to additional work commencing. Sexton Engineering Associates, Inc. will coordinate and communicate the need for additional services with the Client and will use its best efforts to secure Client approval of all additional service tasks.

October 2, 2017

HOURLY RATE SCHEDULE

| | |
|-----------------------|-------------------|
| Principal | \$200.00 per hour |
| Professional Engineer | \$150.00 per hour |
| Professional Surveyor | \$150.00 per hour |
| Engineer | \$125.00 per hour |
| CADD Technician | \$ 85.00 per hour |

We have budgeted the following amounts for the Tasks described above:

| | |
|--|--------------------|
| Task 1 – PD&E Review & Analysis | \$15,000.00 Budget |
| Task 2 – Project Meetings & Coordination | \$ 9,000.00 Budget |

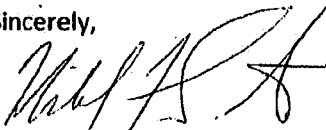
The total budget amount for all the tasks described above is not be exceeded without additional written authorization from the client. This proposal does not include reimbursable expenses, such as printing, drawings, photocopies, deliveries, etc.

Invoices for said services will be submitted monthly and payment for said services shall be due within 15 days from the date of submission. After 30 days from the due date, a late fee of 1.5% per month on the overdue amounts will be charged, plus handling and collection fees. In the event either party should use legal remedies to enforce this agreement, the prevailing party shall be entitled to reasonable attorney's fees and expenses from the non-prevailing party. This agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida, County of Broward.

This proposal represents the entire understanding between our organizations for this project and may only be modified in writing, signed by all parties. If you agree to the contents of this agreement, please sign and date the Acceptance of Proposal/Notice to Proceed and return the original to our office.

Thank you for the opportunity to work with you on this very important project. Please contact our office if you require any additional information regarding this matter.

Sincerely,



Michael F. Sexton, P.E., P.S.M.
President

ACCEPTANCE OF PROPOSAL

Accepted By:

City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

Mary C. Blasi
Signature

MARY C. BLASI
Print Name

City Manager
Title

10-09-17
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2017

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 rights to the certificate holder in lieu of such endorsement(s).

| | | | | | | | | | | | | | |
|---|---|---|---------------|--|-------|--|-------|-------------------|-------|-------------------|--|-------------------|--|
| PRODUCER Collinsworth Ins & Risk Mgmt Services Inc P.O. Box 661628 Miami Springs FL 33266 | CONTACT NAME: Erinn E Collinsworth PHONE (A/C. No. Ext): (786) 930-4795 FAX (A/C. No.): (786) 930-4794 E-MAIL ADDRESS: erinn@collinsworthinsurance.com | | | | | | | | | | | | |
| INSURER(S) AFFORDING COVERAGE | | | | | | | | | | | | | |
| INSURED (561) 792-3122 Sexton Engineering Associates, Inc. 110 Ponce de Leon St. Suite 100 Royal Palm Beach FL 33411 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Liberty Insurance Underwriters,</td> <td style="width: 20%; text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER B: Travelers Ind Co of CT</td> <td style="text-align: center;">19917</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty of</td> <td style="text-align: center;">25682</td> </tr> <tr> <td>INSURER D:</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER A: Liberty Insurance Underwriters, | NAIC # | INSURER B: Travelers Ind Co of CT | 19917 | INSURER C: Travelers Property Casualty of | 25682 | INSURER D: | 25674 | INSURER E: | | INSURER F: | |
| INSURER A: Liberty Insurance Underwriters, | NAIC # | | | | | | | | | | | | |
| INSURER B: Travelers Ind Co of CT | 19917 | | | | | | | | | | | | |
| INSURER C: Travelers Property Casualty of | 25682 | | | | | | | | | | | | |
| INSURER D: | 25674 | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: Cert ID 1876

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-------------------------------------|-------------------------|-------------------------|--|
| C | <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: | Y | | 680-1H343498 | 08/07/2017 | 08/07/2018 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 |
| C | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY | Y | | BA-6928R482 | 08/07/2017 | 08/07/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| C | Professional Liability | | | AEXNYABFAV9001 Claims-Made Basis | 01/25/2017 | 01/25/2019 | Each Claim \$ 1,000,000 Policy Aggregate \$ 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 If required by written contract, the City of Coconut Creek and its Officers, Agents, Employees and Commission Members are named as additional insured, excluding professional services, with regard to the General and Auto Liability. General Liability is on a primary and non-contributory basis for the additional insureds. 30 days written notice of cancellation, non-renewal of coverage/limits, except 10 days for non-payment.

| | |
|---|--|
| CERTIFICATE HOLDER City of Coconut Creek - Purchasing Division Attn: Risk Management 4800 West Copans Rd. Coconut Creek FL 33063 | 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 |
|---|--|

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/19/2017

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 PRODUGER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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 rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|------------------------|---|------------------------------------|
| PRODUCER Evergreen Insurance Agency 583 106th Avenue N, Ste 2 Royal Palm Beach, FL 33411 | 561-966-8883 | CONTACT NAME: PHONE (A/C, No, Ext): 561-966-8883 | FAX (A/C, No): 561-964-8885 |
| | E-MAIL ADDRESS: | | |
| INSURED Sexton Engineering Assoc., Inc. 110 Ponce de Leon St. Royal Palm Beach, FL 33411 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Fla. Citrus, Bus. & Industries | |
| | | INSURER B: | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|---|----------|---------------|-------------------------|-------------------------|--|
| | 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 OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y <input type="checkbox"/> N | N/A | 10643700 | 04/01/2017 | 04/01/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | | |
|--|----------------|--|
| CERTIFICATE HOLDER City of Coconut Creek Purchasing Division 4800 W. Copans Rd. Coconut Creek, FL 33063 | CITCO01 | 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 |
|--|----------------|--|

CITY OF COCONUT CREEK

Butterfly Capital of the World™

4800 WEST COPANS ROAD

COCONUT CREEK, FL 33063

TEL. (954) 973-6730

FAX. (954) 973-6754

EMAIL ljeethan@coconutcreek.net



PURCHASE ORDER NO.

170011

PAGE NO. 1

VENDOR: 125645
 SEXTON ENGINEERING ASSOCIATES, INC.
 110 PONCE DE LEON STREET SUITE #100
 ROYAL PALM BEACH FL 33411
 561-792-3122

SHIP TO: FINANCE & ADMINISTRATIVE SERVICES
 4800 WEST COPANS ROAD
 COCONUT CREEK, FL 33063
 (954) 973-6730
 ATTN: SHIELA ROSE

ORDER DATE: 10/05/17 BUYER: RCASTRO REQ. NO.: 180032 REQ. DATE: 10/05/17

TERMS: NET 30 DAYS F.O.B.: CC DESC.: SEE BELOW

| ITEM# | QUANTITY | UOM | DESCRIPTION | UNIT PRICE | EXTENSION |
|-------|----------|-----|---|------------|-----------|
| 01 | 1.00 | EA | CONSULTATION SERVICES-FL TURNPIKE EXPANSION ANALYSIS - BETWEEN WILES AND WEST ATLANTIC BLVD. NOT TO EXCEED \$24,000.00 | 24000.0000 | 24,000.00 |

| ITEM# | ACCOUNT | AMOUNT | PROJECT CODE | PAGE TOTAL \$ | 24,000.00 |
|-------|-----------|-----------|--------------|-----------------|------------------|
| 01 | 6151 3135 | 24,000.00 | | TOTAL \$ | 24,000.00 |

APPROVED BY

Karen M. Brooks

FINANCE DEPARTMENT

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | | |
|---|---|---|--|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sexton Engineering Associates, Inc. | | |
| | 2 Business name/disregarded entity name, if different from above | | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> | |
| | 5 Address (number, street, and apt. or suite no.) 110 Ponce de Leon Street, Suite 100 | Requester's name and address (optional) | |
| | 6 City, state, and ZIP code Royal Palm Beach, FL 33411 | | |
| | 7 List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| | | | | | | | | | |
|---------------------------------------|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 6 | 5 | - | 0 | 7 | 9 | 0 | 6 | 5 | 6 |

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶

Date ▶ 9-29-2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/hv9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.