

**AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF
COCONUT CREEK AND SEXTON ENGINEERING ASSOCIATES, INC.
FOR PROFESSIONAL CONSULTING SERVICES
FLORIDA TURNPIKE PD&E STUDY REVIEW**

This Amendment No. 1 to the Agreement between the City of Coconut Creek and Sexton Engineering Associates, Inc., for Professional Consulting Services for Florida Turnpike PD&E Study Review dated October 5, 2017 is made this _____ day of _____, 2017 by and between the City of Coconut Creek, Florida, (the “CITY”), and Sexton Engineering Associates, Inc. (the “CONSULTANT”) both of whom agree as follows:

WITNESSETH:

WHEREAS, the parties desire to amend the Agreement between the City of Coconut Creek and Sexton Engineering Associates, Inc. for Professional Consulting Services for Florida Turnpike PD&E Study Review dated October 5, 2017 (“Agreement”) to provide for additional services as provided in a new **EXHIBIT “B” - EXPANDED SCOPE OF SERVICES**.

NOW, THEREFORE, based on the promises and covenants herein contained, the parties agree as follows:

1. The recitations referred to above are hereby incorporated herein.
2. The parties desire to amend Sections 1.4, 3.1, 3.2, 4.1, 5.1 and 6.2 of the Agreement as follows:

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 **EXHIBITS “A” - SCOPE OF WORK and “B” - EXPANDED SCOPE OF SERVICES**.

3.1 CONSULTANT’S services shall consist of tasks set forth in **EXHIBITS “A” and “B”**, attached hereto and made a part hereof, and shall include professional

consulting services, as applicable for the **PROJECT**. **CONSULTANT** shall provide all services as set forth in **EXHIBITS “A” and “B”** including all necessary, incidental and related activities and services required by the Scope of Work and Expanded Scope of Services and contemplated in **CONSULTANT’S** level of effort.

3.2 The **CITY** reserves the right to add or delete tasks shown in **EXHIBITS “A” and “B”** as deemed necessary and based on fund availability.

4.1 **CONSULTANT** shall perform the services described in **EXHIBITS “A” and “B”** within the time periods in the **PROJECT SCHEDULE** included in **EXHIBITS “A” and “B”**.

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 **EXHIBITS “A” and “B”** up to a total amount of ~~**TWENTY FOUR THOUSAND**~~ **SIXTY THOUSAND DOLLARS** and **ZERO CENTER** (~~**\$24,000.00**~~) (**\$60,000.00**). In the event the City exercises the terms and conditions of 3.2 of Article 3, the contracted fees shall be reduced accordingly.

6.2 **CITY** shall review the itemized deliverable/documents identified in **EXHIBITS “A” and “B”** of **CONSULTANT Agreement** and respond to **CONSULTANT** in writing with any comment within the time set forth on the approved Project Schedule.

3. The parties desire to add a new **EXHIBIT “B” - EXPANDED SCOPE OF SERVICES** to the Agreement.

4. All other terms and conditions of the Agreement not in conflict with this Amendment No. 1 shall remain in full force and effect and are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 the day and year first above written.

CITY OF COCONUT CREEK, FLORIDA

By: _____
Mary C. Blasi, City Manager

ATTEST:

Approved as to Legal Sufficiency
and Form:

By: _____
Leslie Wallace May, City Clerk

By: _____
Terrill C. Pyburn, City Attorney

WITNESSES:

SEXTON ENGINEERING ASSOCIATES, INC.

By: _____
(Signature of President/Owner)

Print Name: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA)
 :
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, of _____ a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 2017.

(NOTARY SEAL)

Signature of Notary Public

Print, Type or Stamp Name of Notary Public



December 6, 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 Expanded Scope of Professional Consulting Services
Florida Turnpike PD&E Study Review
Broward County, Florida
Purchase Order#: 180032
SEA# 1860

Dear Ms. Rose:

Sexton Engineering Associates, Inc. (SEA) is pleased to present this request for an Expanded Scope of professional consulting services for the referenced project. With this information in mind, the scope of services is as follows:

Task 3 – Expanded Scope of Services - Sexton Engineering Associates, Inc., (SEA) will participate in the ongoing Florida Turnpike Enterprise (FTE)/City of Coconut Creek Turnpike Widening Coordination and review process to assist the City with technical issues and compliance with established PD&E Study and Reevaluation Processes. It is anticipated that FTE will expand the Public Involvement Process to better include the City, Broward County MPO, and the potentially impacted general public into the review of alternatives, assessment of impacts, and selection of recommended alternatives to better meet the overall needs of the public and future planning of the overall Turnpike in the Southern portion of Broward County. We understand this review will include the following alternatives:

- 1) No Build – Existing 6 Lane
- 2) 8 Lane Widening – Centered
- 3) 8 Lane Widening – Western Shift
- 4) 10 Lane Widening – Centered
- 5) 10 Lane Widening – Western Shift
- 6) Express Lane Usage
- 7) Interchange Modifications

SEA will also participate in meeting with the City Team as required and in the coordination meeting with FTE as directed by the City as the process progresses.

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 3 – Expanded Scope of Service	\$36,000.00 Budget
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The total budget amount for all the tasks is not to exceed \$60,000.00 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

Print Name

Title

Date