

Sunrise Account No.: _____

Sunrise P.O. No.: _____

**Sawgrass Expressway - Pat Salerno Drive FDOT Interchange Reconstruction General
Engineering Consulting Services**

Letter Agreement No. LA 384

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and **JOSEPH ROLES AND ASSOC., INC.** ("Consultant") for Miscellaneous Civil Engineering Services (hereinafter referred to as "Continuing Services Agreement") dated **November 29, 2017**, this Letter Agreement authorizes the Consultant to provide the services as set forth below. The City and the Consultant hereby agree as follows:

A. INCORPORATION OF CONTINUING SERVICES AGREEMENT

1. All terms and conditions of the Continuing Services Agreement between the City and the Consultant, not specifically modified by this Letter Agreement shall remain in full force and effect and are incorporated into and made a part of this Letter Agreement by this reference as though set forth in full.

B. SCOPE OF SERVICES: The Consultant will perform the following:

1. The Consultant shall provide specific project engineering services to the City for general consulting and assistance with matters related to the Broward County/FDOT project for the Sawgrass Expressway - Pat Salerno Drive Interchange Reconstruction. The work effort will be on an as-needed basis and the exact scope and service requirements cannot be defined, but may include meeting attendance with City representatives, meeting with County representatives, meeting with the Florida Department of Transportation and others, conference calls, plan reviews, general consulting, analysis, calculations, modeling and preparation of drawings and reports, and other miscellaneous assignments as directed. The primary focus of the services will be related to drainage and storm water management for the proposed project, but may include other topics, as directed by the City. The work under this Letter Agreement shall include the following specific task:
 - a) On-call, as needed basis, engineering consulting services

C. TERM AND TERMINATION

1. This Letter Agreement shall be effective on the date it is executed by the last party to execute it and shall be effective for a period of one (1) year from the date of execution.
2. This Letter Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Letter Agreement to the satisfaction of the City through the date of termination, less any amounts which the

Authorized City Representative's Initials: MR

Authorized Consultant Representative's Initials: [Signature]

City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

3. This Letter Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Letter Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement and Section F of this Letter Agreement.
4. Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:
 - a. Anticipated profits or fees to be earned on completed portions of the work;
 - b. Consequential damages;
 - c. Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Letter Agreement;
 - d. Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant;
 - e. Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets; and
 - f. Damage or loss caused by delay.

D. DELIVERABLES

1. Includes, but is not limited to, all applicable reports, technical memorandums, studies, and meeting minutes that arise from on-call, as needed basis, engineering consulting services related to the Broward County/FDOT project for the Sawgrass Expressway - Pat Salerno Drive Interchange Reconstruction.

E. SCHEDULE

1. The Consultant will commence work upon receipt of an executed Letter Agreement and shall perform its services as expeditiously as practical to meet the project needs.
2. Upon receipt of the fully executed Purchase Order, the Consultant shall commence services to the City, and shall continuously perform services to the City, without interruption, in accordance with the project's needs. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall first occur, shall constitute the Contract Time.
3. No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from

Authorized City Representative's Initials: MR

Authorized Consultant Representative's Initials: MR

any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

F. COMPENSATION

1. The City shall compensate the Consultant for an amount not to exceed **\$10,000.00** based on services rendered pursuant to Section B Scope of Services, of this Letter Agreement by allocating the estimated percentage of work for each of the phases set forth in Section F.2. Billings for each phase shall not exceed the amount allocated to each phase.
2. Payment to the Consultant of the sum set forth in Section F.1 shall be allocated based on the work completed for the following task:

On-call, as needed basis, engineering consulting services	\$10,000.00*
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*Payment for these services will be on an hourly basis and shall reflect the actual services rendered (time and materials) limited to \$10,000.00. The hourly rates for services will be in accordance with the existing 2017 Miscellaneous Civil Engineering Services Continuing Services Agreement, and may be adjusted from time to time in compliance with the agreement.

G. BILLING AND PAYMENTS TO CONSULTANT

1. Billing by the Consultant shall be in accordance with EXHIBIT "E" of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT "E" of the Continuing Services Agreement and EXHIBIT F of this Letter Agreement.

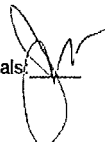
H. KEY CONSULTANT PERSONNEL

Joseph Roles Jr., P.E.
David Garmizo, P.E.
Itai Kiperwas, P.E.

President
Project Engineer
Project Engineer

I. SEVERABILITY

Authorized City Representative's Initials: 

Authorized Consultant Representative's Initials: 

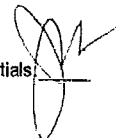
1. If any term or provision of this Letter Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Letter Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Letter Agreement shall be deemed valid and enforceable to the extent permitted by law.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Authorized City Representative's Initials: _____



Authorized Consultant Representative's Initials: _____



IN WITNESS WHEREOF, the parties hereto have made and executed this Letter Agreement on the respective dates under each signature: The City, signing by and through its City Manager, Mark S. Lubelski, and by Joseph Roles and Assoc., Inc., signing by and through its President, the duly authorized officer to execute same.

CITY OF SUNRISE, FLORIDA

By: _____

City Manager

27 day of July, 2020.

CONSULTANT:

By: _____

Joseph Roles Jr.
President

Authorized City Representative's Initials: ms

Authorized Consultant Representative's Initials: JR

Joseph Roles and Assoc., Inc.
Consulting Engineers

7501 N.W. 4th Street Suite 101

Plantation, Florida 33317

Phone: (954)581-1945

July 23, 2020

111-504-29

Ms. Shannon Ley, P.E.
Director, Community Development Department
CITY OF SUNRISE
1601 NW 136th Avenue, Building A
Sunrise, Florida 33323

RE: Sawgrass Expressway - Pat Salarno Drive FDOT Interchange Reconstruction
General Engineering Consulting Services

Dear Ms. Ley,

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Joseph Roles and Assoc., Inc., ("JRA") for Miscellaneous Civil Engineering Services (hereinafter referred to as "Continuing Services Agreement") dated November 29, 2017, this Letter constitutes our proposal to provide specific project engineering services to the City for general consulting and assistance with matters related to the Broward County / FDOT project for the **Sawgrass Expressway - Pat Salarno Drive Interchange Reconstruction**. The work effort will be on an as-needed basis and the exact scope and service requirements cannot be defined, but may include meeting attendance with the City representatives, meeting with County representatives, meeting with the Florida Department of Transportation and others, conference calls, plan reviews, general consulting, analysis, calculations, modeling and preparation of drawings and reports, and other miscellaneous assignments as directed. The primary focus of the services will be related to drainage and storm water management for the proposed project, but may include other topics, as directed by the City. We have attached a qualification summary relating our direct experience in the subject interchange area for your information.

Remuneration for the services will be on an hourly basis, limited to an initial budget of \$10,000.00. The budget amount will be adjusted to reflect payment for the actual services rendered should the initial budget amount be exceeded. The hourly rates for services will be in accord with the Continuing Services Agreement, as adjusted from time to time in compliance with the agreement.

The terms and conditions of the Continuing Services Agreement between the City and JRA, not specifically modified by the Letter Agreement executed when this proposal is accepted and approved by the City, shall remain in full force and effect.

Very Truly Yours

Joseph Roles and Assoc., Inc.

Joseph W. Roles, Jr. P.E.
President

JWR:jr: JRA Proposal- Sawgrass Xway Consulting