

**First Amendment To
Letter Agreement No. LA-384**

between

THE CITY OF SUNRISE

and

JOSEPH ROLES AND ASSOC, INC.

This First Amendment ("First Amendment") to Letter Agreement No. LA-384 between the City of Sunrise and Joseph Roles and Assoc., Inc. for the Sawgrass Expressway – Pat Salerno Drive FDOT Interchange Reconstruction General Engineering Consulting Services dated July 27, 2020, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "Owner") and Joseph Roles and Assoc., Inc. (hereinafter referred to as "Consultant").

WHEREAS, Letter Agreement No. LA-384 ("Agreement") for general engineering services for the Sawgrass Expressway – Pat Salerno Drive FDOT Interchange Reconstruction Project was entered into between the City of Sunrise and Joseph Roles and Assoc., Inc. on July 27, 2020; and

WHEREAS, the parties wish to amend the Agreement to revise the Scope of Services set forth on Exhibit A-1.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this First Amendment.

2. Letter Agreement No. LA-384 Section F of the Agreement is hereby amended as follows:

1. The City shall compensate the Consultant for an amount not to exceed ~~\$10,000.00~~ \$20,000.00 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~~ \$20,000

*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~~ \$20,000.00. 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.

3. Conflicting Terms. In the event the terms of this First Amendment conflict with those of the Agreement, the terms of this First Amendment shall govern.

4. All other terms of the Agreement shall remain and continue in full force and effect.

5. Captions. The captions of this First Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Amendment.

6. Effective Date. This First Amendment shall be effective when it is fully executed by both parties.

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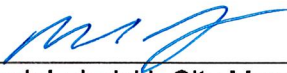
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FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SUNRISE AND
JOSEPH ROLES AND ASSOC., INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the respective dates under each signature: The Owner, signing by and through its City Manager, dully authorized to execute same and by Joseph Roles and Assoc., Inc. by and through its President duly authorized to execute same.

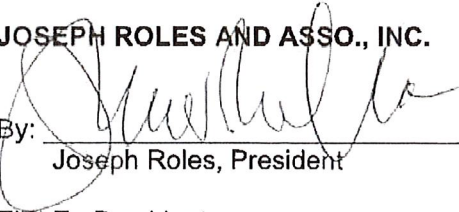
OWNER

CITY OF SUNRISE, FLORIDA

By: 
Mark Lubelski, City Manager
15 day of January, 2021.

CONSULTANT

JOSEPH ROLES AND ASSO., INC.

By: 
Joseph Roles, President

TITLE: President

1 day of January, 2021.

Joseph Roles and Assoc., Inc.
Consulting Engineers

7501 N.W. 4th Street Suite 101

Plantation, Florida 33317

Phone: (954)581-1945

December 14, 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 (P.O. # 20002533)
Additional Services - Budget Adjustment

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 additional 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 has proceeded under PO No.20002533 on as-needed basis and requested services are projected to exceed the originally assigned not to exceed budget. The services have included meeting attendance with the City representatives, meeting with County representatives, meeting with the Florida Turnpike Enterprise (FDOT) 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 has been related to drainage and storm water management for the proposed projects, but has included other topics, as directed by the City.

Remuneration for the services will continue to be on an hourly basis. The initial budget was \$10,000.00. The budget amount increase requested is an additional \$10,000.00, bringing the total contract value to a not to exceed value of \$20,000.00. As has been the case to date, this value may be adjusted further to reflect payment for the actual services requested and rendered should the adjusted budget amount be exceeded.

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

Cc: Sean Dinneen, P.E. Assistant City Manager
JWR:jr: JRA Proposal- Sawgrass Xway Consulting