

**Second Amendment To
Letter Agreement No. LA-384
between
THE CITY OF SUNRISE
and
JOSEPH ROLES AND ASSOC, INC.**

This Second Amendment ("Second 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 entered into a First Amendment on January 15, 2021 to revise the Scope of Services to provide additional on-call, as need, basis engineering consulting services; 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 Second 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 ~~\$20,000.00~~ \$24,900.00 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**

~~\$20,000~~ \$24,900

*Payment for these services will be on an hourly basis and shall reflect the actual services rendered (time and materials) limited to ~~\$20,000.00~~ \$24,900.00. 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 Second Amendment conflict with those of the Agreement, the terms of this Second 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 Second 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 Second Amendment shall be effective when it is fully executed by both parties.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a single name.

SECOND 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 Second 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

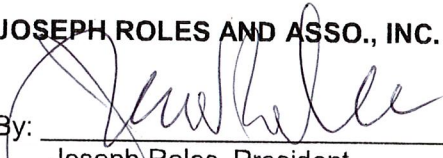
CITY OF SUNRISE, FLORIDA

By: 
Mark Lubelski, City Manager

29 day of July, 2021.

CONSULTANT

JOSEPH ROLES AND ASSO., INC.

By: 
Joseph Roles, President

TITLE: President

28 day of July, 2021.