Sunrise Account No.: 001.33.30.515.503130

Sunrise Project No.: (if applicable) NA

Solterra (Sunrise Golf & Country Club / Windsor) - Site Plan Application

Second Amended Letter Agreement No. LA #13 *(Third Revision)*

Pursuant to the provisions contained in the Continuing Services Agreement for On-Demand Planning Services (Continuing Services Agreement) dated July 12, 2022 between the City of Sunrise (City) and SEPI Engineering & Construction, Inc., now known as TranSystems Corporation d/b/a TranSystems Corporation Consultants, a Missouri corporation, authorized to do business in Florida (Consultant) and pursuant to the Assignment and Assumption of Contractual Obligations and Consent to Assignment between parties dated December 20, 2022, and noting TranSystems will utilize Complete Cities as a subconsultant as approved by the City, 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. Provide a general description of the work. The last sentence of the description to read, "The work under this Letter Agreement shall include the following specific tasks:"

   a) The work under this Letter Agreement shall include the following specific tasks: Review and processing of the site plan application submitted by the applicant known as Solterra (Sunrise Golf & Country Club / Windsor). To include meetings and correspondence with city and applicant.

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 two (2) years from the date of execution, unless Letter Agreement is for associated reviews of development applications. For Letter Agreements associated with a development application review and processing, the "Project Schedule" will be three (3) years or upon completion of the task, whichever occurs first. The Letter Agreement may have three (3) one-year Letter Agreement extensions upon approval of the Community Development Director or designee.

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 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. 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. Written comments regarding site plan application compliance and corresponding agenda materials as requested by the city. Potentially including but not limited to: staff report, resolution, legal advertisement, mail notices, PowerPoint presentation,and summary memo.

DI. SCHEDULE

1. Upon receipt of the fully executed Purchase Order and Letter Agreement, the Consultant shall commence services to the City, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in Section B Scope of Services above. 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, whichever shall last occur, shall constitute the Contract Time.
2. 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 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 (Check hourly or Percentage of Work)

1. _X_Hourly. Consultant's total compensation shall not exceed ~~$24,500~~$30,000 based on services rendered pursuant to Section B Scope of Services, of this Letter Agreement. The City shall pay Consultant an hourly rate for services for each Task Description described below. Billings for each task shall not exceed the amount allocated to each of the following tasks:

   Site Plan Application Review and Processing ..... ~~$24,500~~ $30,000

2. (not used) Percentage of Work. The City shall compensate the Consultant for an amount not to exceed $_____ 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 tasks set forth in Section F.2 below, as identified in the scope of work for such Letter Agreement. Billings for each task shall not exceed the amount allocated to each task.

   Task Description ..... $XXX,XXX

   Task Description ..... $XXX,XXX

   Task Description ..... $XXX,XXX

G. BILLING AND PAMENTS 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.

H. KEY CONSULTANT PERSONNEL

Jeff Katims, AICP CNU-A

Kaitlyn Forbes, AICP, CNU-A

I. SEVERABILITY

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.

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 Mayor, and by TranSystems Corporation d/b/a TranSystems Corportation Consultants.

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____day of _____, 20__.

Approved by the City Attorney as to form and legal sufficiency:

By: _____
Thomas P. Moss
City Attorney

TranSystems Corporation d/b/a Transystems Corporation Consultants:

By: _____

Name: _____

_____
Date