

CM/rrp  
01/13/2025

**RESOLUTION NO 2025 - 011**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND BRAME HECK ARCHITECTS, INC, A FLORIDA CORPORATION, TO CONDUCT A CITY HALL FEASIBILITY ANALYSIS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake City (“City”) solicited qualifications-based proposals for a City Hall Feasibility Analysis (the “Project”); and

WHEREAS, Brame Heck Architects, Inc, a Florida corporation (the “Vendor”) was determined to be the most qualified vendor and awarded the contract to complete the Project; and

WHEREAS, the Vendor and the City desire to enter into that certain contract to complete the Project by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, completing the Project by engaging the Vendor’s services is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the products and services in the Agreement to complete the Project is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City

Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_ day of January, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney



January 10, 2025

Re: Programming and Feasibility Study  
New City Hall for Lake City

**VIA Email**

Brenda Karr  
Director of Procurement  
City of Lake City  
[KarrB@lcfla.com](mailto:KarrB@lcfla.com)

Dear Ms. Karr,

Thank you for the opportunity to submit this proposal for programming and preliminary design analysis for a new City Hall building for Lake City. Below I have outlined our team's understanding of the project scope, along with a schedule of deliverables and a fee proposal for the work described.

**PROJECT SCOPE / TASKS**

1. Brame Heck Architects Inc. (BHA), along with our engineering consultants will prepare a space needs and programming analysis for the departments that will be located in the new building. These include:
  - a. Administration
  - b. Council Office
  - c. Customer Service
  - d. Growth Management
  - e. Human Resources
  - f. Information Technology
  - g. Procurement
  - h. Finance

This study will assume programming office space for approximately 40 people, to account for future growth.

2. We will prepare **surveys** to be distributed to departments listed above to gather information regarding number of personnel, common facility requirements (conference, break areas, copy rooms, file storage, etc.), and some qualitative requirements, such as critical space adjacencies, security, and privacy.
3. Using the information gathered from these **surveys**, BHA will prepare a written **program**, including narratives and **diagrams** indicating the space requirements of each department, the relationships between departments, and public access.
4. We will study how the diagrams developed in Task 3 above would fit on the **site** you have identified. Up to two sites will be evaluated.
5. We will prepare a **budget** analysis based on reasonable "square foot cost" expectations for the building and the site.

606 NE First Street  
Gainesville, FL 32601  
352.372.0425  
[www.brameheck.com](http://www.brameheck.com)

FL Lic. No. AR 91268  
NM Lic. No. 6163  
OR Reg. No. ARI-5363

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6. We will prepare a **rendering** of a building reflecting the diagram on one of the evaluated sites.
7. We are retaining **Gmuer Engineering** to provide site analysis, to determine the buildable area of the site (setbacks, required sidewalks, etc.) and to assist with developing a conceptual site plan. This may include assessing utilities, planning requirements or recommendations including landscaping, irrigation, stormwater, etc. Gmuer will also assist with the budget analysis. Please see their attached proposal for more detail on their scope of work.
8. The feasibility analyses to be delivered under this proposal are conceptual in nature. Therefore, deliverables do not include permitting, bidding services, building permit documents, construction documents, environmental studies, roadway design, or construction observation services.

**DELIVERABLES**

9. A **written report** of the findings, including a program/needs analysis, diagrams, rendering, written narrative(s), and a budget analysis.
10. If requested, we will prepare and give a short **slide presentation** to the city council to outline our recommendations and findings, to be delivered on a mutually convenient date.

**FEES / SCHEDULE**

We propose to provide the services described above for a lump sum fee of \$14,900 to be invoiced on the following schedule:

<b>PHASE/TASK</b>	<b>FEE</b>
Civil Due Diligence / Existing Conditions	\$1,000
Surveys	\$3,300
Programming/Narrative	\$2,200
Civil Due DRAFT Program	\$2,000
Diagramming	\$2,200
Budget Analysis	\$1,000
Rendering	\$1,200
Civil DRAFT Report	\$1,500
Civil FINAL Report	\$500
	<hr/>
	\$14,900

We feel the above fee calculation is reasonable and consistent with effort that will be required on a project of this complexity. Should the project scope be increased significantly, then our design fee would be appropriately recalculated.

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LIMITATIONS

**PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2014) AN INDIVIDUAL EMPLOYEE OR AGENT OF THIS ARCHITECTURAL FIRM MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

*Except for acts amounting to willful or intentional wrongs, neither the Architect, Architect's consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in an amount in excess of the Architect's compensation.*

*Documents produced under this agreement are the Architect's Instruments of Service as defined in the AIA General Conditions Document A201-2017. They will remain the sole property of the Architect, and may not be used for any other endeavor without the written permission of the Architect.*

*The Architect will perform the services using the degree of care and skill ordinarily exercised under similar conditions by members of the Architectural profession. No other warranty, express or implied, is made or intended by the Architect's proposal or by their oral or written reports.*

*Any services related to this project that are not specifically described above are excluded from this proposal.*

*It is assumed that the design process will progress in a generally linear fashion, and that significant changes to the design will not be requested after a phase has been approved. Additional services may be required by revisions that result from factors outside the direct control of the architect, if those revisions require significant re-design of work that was previously approved.*

*Architect will not be responsible for Contractors' scheduling, means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Architect will not be responsible for Contractors' failure to perform the work in accordance with the Contract Documents.*

*Architect will not be responsible for the acts or omissions of Contractor or of any Subcontractor(s), or of the agents or employees of the any Contractor or Subcontractor, or of any other persons performing any of the work.*

*As-Constructed Record Documents ("As-Built" Drawings) will not be provided. As-Designed Record Drawings can be provided upon request, if the Architect has been retained for full Construction Administration services.*

*This proposal will remain valid for a period of forty-five (45) days after the date of delivery. Hourly rates, staff availability, and/or material costs may fluctuate after that time, affecting the design schedule and/or budget.*

*Due to staffing and coordination with other work, extensions made to this project's schedule that are necessary due to factors outside of the Architect's control may result in additional delays and/or fees associated with the documents' production and delivery.*

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*Should the project be terminated or put on hold indefinitely for reasons outside the Architect's control, the Architect will submit a final invoice for hourly fees through the date of hold or project termination.*

*Payment to Architect shall not be contingent upon any financing agreements or project development schedules. Invoices will be submitted when the associated work is complete, will be due upon receipt, and past due 30 days thereafter. Interest in the amount of 1.2% per month will be applied to any amount remaining unpaid 30 days after the date of the invoice.*

*Failure to make payments to the Architect in accordance with this Agreement shall be considered cause for termination or suspension of services. The Architect shall have no liability for delay or damage caused by such suspension of services due to nonpayment. Payment of all past due fees, and any expenses incurred during the interruption and resumption of the services must be received prior to commencing the work. Fees for the remaining services and the time schedules may be adjusted to reflect remobilization effort.*

If you have any questions or concerns regarding this proposal, please let me know and we will address them as quickly as possible. However, if this proposal meets with your approval, please indicate your acceptance by signing below and returning a copy to us, or by issuing your standard Purchase Order.

Thanks again for this opportunity to assist you with this project.

Sincerely,



**Brame Heck ARCHITECTS INC.**  
Michael Richmond AIA LEED AP, President

Cc: Chris Gmuer, PE  
File

Accepted on \_\_\_\_\_, 2025

By: \_\_\_\_\_  
*Signature(s)*

\_\_\_\_\_  
*Printed Name(s)*

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Updated January 10, 2025

## HOURLY RATE SCHEDULE 2025

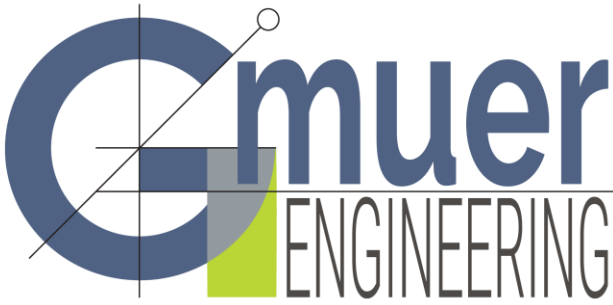
Principal Architect	\$200.00
Registered Architect	\$180.00
Designer	\$160.00
CAD/REVIT Technician	\$140.00
Architectural Intern	\$ 80.00
Clerical	\$ 80.00

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2603 NW 13th St, Box 314  
Gainesville, FL 32609  
Ph. (352) 281-4928

gmuereng.com

August 26, 2024

Brame Heck Architects Inc. (Brame) - Mick Richmond, President  
606 NE 1st St, Gainesville, FL, 32601

Re: Lake City New City Hall

Thank you for the opportunity to submit this proposal. The project scope and services are listed below and our standard agreement for professional services is attached for your signature. We look forward to working with you.

**Project understanding and scope:**

The Lake City (City) would like to conceptually plan for a new City Hall in a new location, specifically 3 blocks located between US41 and N Marion Ave, NW Franklin ST and NW Hillsboro St, parcels 00-00-00-11957-000, 00-00-00-11983-000, 00-00-00-11987-000. The City has engaged Brame to lead this study with an assembled team. To facilitate the study, Gmuer Engineering, LLC (GmuerEng) will lead the evaluation of the site, existing utility and transportation infrastructure, Land Development Code restrictions, and zoning alternatives. Meetings will be held with key stakeholders at intervals to provide steering of the study. Cost opinions will be provided at key decision points. A final report will summarize the findings, considerations, and recommendations made by the team. The services are more specifically outlined in the following sections.

**GmuerEng will provide the following services:**

1) Due Diligence of Existing Conditions

- Review historical permitting documents of the existing site conditions
- Prepare a map set of regulatory municipal and physical characteristics of the project to include: Location, Aerial, Future Land Use, Zoning, FEMA Flood Zone, NRCS Soils
- Request infrastructure maps from Public Works
- Prepare a code analysis of Land Development Code (LDC) requirements that are anticipated to influence the redevelopment potential of the site to include: compatible uses with Zoning district, Dimensional and Design Requirements, Landscaping, buffering, open space requirements
- Prepare a code analysis of State and City Stormwater Requirements
- Visit the site for confirmation of GIS data versus actual conditions



2) Draft Program

Conceptual Site Plans - Preliminary

- Prepare a conceptual site plan of the project’s intended use versus the due diligence, zoning, stormwater, and infrastructure requirements – includes assumptions of yet to be acquired design data (e.g. site specific soil testing, boundary and topographic survey, title work, utility locates)
- Create conceptual plans for 2-3 site configurations.

Cost Opinion – Preliminary

- Generate an opinion of probable construction costs based on conceptual site plans and published costs

3) DRAFT Report and Review

Report of Initial Findings and Recommendations

- Contribute narratives, exhibits, tables, summaries, opinions to Brame for their use in compiling the study
- Steering Meetings with Stakeholders to review Preliminary Conceptual Site Plans and Cost Opinion

4) FINAL Report

Conceptual Site Plans – Progressed to Final Condition for the Report

Cost Opinion – Progressed to Final Condition for the Report

Final Report of Findings, Conceptual Plans, Cost Opinions, and Recommendations

**GmuerEng has not included the following services in this proposal:**

- Engineered Site Plans either for Permitting or for Construction
- Site Survey, Soil Borings, Testing, Environmental Assessments, or other reports

**Fee:** To be invoiced in portions based upon Engineer's estimate of services completed. Each task and its associated fee are outlined below. See the attached agreement for details.

**\$1,000** 1) Due Diligence of Existing Conditions

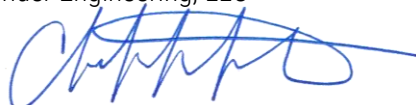
**\$2,000** 2) Draft Program

**\$1,500** 3) DRAFT Report and Review

**\$ 500** 4) FINAL Report

Sincerely,

Gmuer Engineering, LLC



Christopher A Gmuer, PE

President

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EXECUTION**

THIS IS AN AGREEMENT effective as of **August 26, 2024** ("Effective Date") between **Brame Heck Architects Inc.** ("Owner") and **Gmuier Engineering, LLC** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Lake City New City Hall** ("Project").

Engineer's services under this Agreement are generally identified as follows: **Proposal dated August 26, 2024 regarding the Lake City New City Hall** ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: **Dependent on the timing of information supplied by the Owner and Project design consultants, permitting schedules, and final information required for completion of deliverables.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:
  - 1. A Lump Sum amount as outlined in the Services.
  - 2. In addition to the Lump Sum amount, reimbursement for the expenses outlined in the Services.
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
  - B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors'

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methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to **\$50,000** or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in

resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. **Owner and Engineer agree that any actions arising out of or related to this Agreement shall only be brought in a court of competent jurisdiction located in Alachua County, FL.**

- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

**M. PURSUANT TO § 558.0035 FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

- 6.01 *Total Agreement*
  - A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- Definitions*
  - B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
  - C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Appendix 1, Gmuere Engineering, LLC Standard Hourly Rates for 2023

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Brame Heck Architects Inc.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

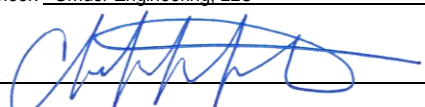
Address for Owner's receipt of notices:

Email: -and/or-

606 NE 1st St

Gainesville, FL, 32601

Engineer: Gmuere Engineering, LLC

By: 

Print Name: Christopher A. Gmuere, PE

Title: President Date Signed: August 26, 2024

Engineer License Number: 71599

Address for Engineer's receipt of notices:

chrisg@gmuereeng.com -and/or-

2603 NW 13th Street, Box 314

Gainesville, FL 32609

This is **Appendix 1, Gmuer Engineering, LLC Standard Hourly Rates for 2023**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

**Engineer's Standard Hourly Rates**

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

<b>Billing Class</b>	<b>Rate</b>
Principal Professional Engineer	\$ 195/hour
Senior Professional Engineer	\$ 170/hour
Professional Engineer	\$ 135/hour
Staff Engineer	\$ 95/hour
Senior CAD Designer	\$ 110/hour
CAD Designer	\$ 75/hour
CAD Assistant	\$ 50/hour
Senior Project Manager	\$ 100/hour
Project Manager	\$ 75/hour
Project Assistant	\$ 50/hour
Senior Planner	\$ 150/hour
Planner	\$ 100/hour
Planning Assistant	\$ 50/hour
Staff Assistant	\$ 40/hour

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**