



1 March 2023

Alicia Tretheway  
Procurement Coordinator  
Levy County Board of County Commission  
310 School Street  
Bronson, FL 32621

**RE: Levy County Courthouse Renovation  
BFBSA No. 18440**

**Ali**, as you are aware the local Civil Engineer, Johnny Sims of Baytowne Group, Inc., that I had included in my fee proposal for the Courthouse addition and renovation is deceased and was the sole proprietor of Baytowne Group. With no other Engineers with Baytowne Group, I have contacted another Civil Engineering firm from Gainesville, Gmuer Engineering and they will take over the Civil Engineering and site design for the project. The issue is that they will not be able to complete the work for the fee that Baytowne Group had quoted. Gmuer Engineering fee is \$3,500.00 more than the Baytowne Group fee.

I have included both Engineering fee proposals for you ready review. Baytowne Group fee was \$11,500.00 and Gmuer Engineering fee will be \$15,000.00.

Due to the unforeseen loss of the original Civil Engineer, we are requesting that our PO be adjusted to cover the added cost to complete the work by Gmuer Engineering. Or as a second option, we be allowed to request an additional service for \$3,500.00 for the overage and have a second Purchase Order issued for the difference in the fees.

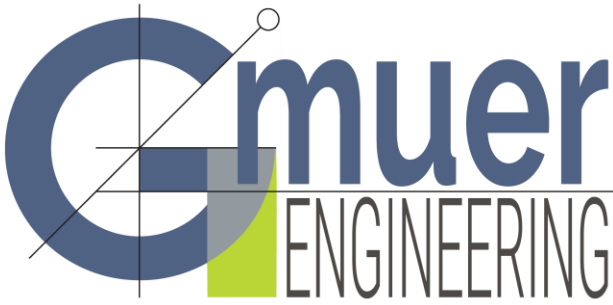
We do not intend to apply a markup on the additional fees as we would like to cover the cost overage to bring on another Civil Engineer to complete the work.

If you have questions regarding this issue please contact me. We look forward to a successful team effort for this project.

**BARNETT FRONCZAK BARLOWE & SHULER ARCHITECTS**

Sincerely,

Douglas S. Barlowe, AIA  
Partner



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

[gmuereng.com](http://gmuereng.com)

February 15, 2023

Barnett Fronczak Barlowe & Shuler Architects (Architect)  
Douglas S. Barlowe, AIA  
2074 Centre Pointe Boulevard, Suite 200, Tallahassee, FL, 32308

Re: Levy County Courthouse

Dear Doug,

We are very thankful for this opportunity to provide professional services. Our understanding of your project and our scope of services are outlined below. We also try to outline most of the major service components of the site plan design, permitting, and construction with guidance on how there are typically provided. Attached you will find our standard agreement for professional services for your signature which will authorize us to proceed. Please contact us if you have any questions or discuss any changes you would like made to this proposal. We look forward to working with you toward the goals of your project.

The Architect has been contracted by Levy County for a building addition to the Levy County Courthouse located at 355 School St, Bronson, FL 32621 and consists of approximately 1.53 acres / Parcel ID 0649400000 (Site).

**Project understanding and scope:**

The conceptual site plan for the project includes a  $\pm 1400$  sf addition to the southwest side of the courthouse with stairs to the front sidewalk, associated parking lot expansion to the west of the building addition ( $\pm$  three ADA spaces), a connecting sidewalk for ADA access, and stormwater management facility (if an exemption cannot be acquired). No permitting with the water management district could be located and no utility modifications are anticipated.

To facilitate the project, Gmuer Engineering, LLC (GmuerEng) will design the site plan, permit the site plan with regulatory agencies (City of Bronson and the Southwest Florida Water Management District), supply site plans for construction, aid in construction bidding, and provide services during construction. The services are more specifically outlined in the following sections.

**GmuerEng will provide the following services:**

## Due Diligence of Entitlements

- Review Land Development Code (LDC) requirements that are anticipated to influence the project to include: Zoning Compatibility of the intended use, Setbacks and other Dimensional Requirements, Buffers, Parking, Landscaping, Stormwater, Open Space, etc.
- Review GIS mapping (Aerial, Zoning, Topo, Flood Zones, Environmental, Soils, etc.)
- Meet with Owner to review the conceptual site plan and discuss alternatives

## Site Plan Design

- Due diligence of the applicable design standards of the reviewing agencies
- Attend any required pre-application meetings with the reviewing agencies
- Provide design parameters to other consultants for their use in providing proposals for professional services
- Coordinate with the team of consultants on the project (e.g. Architect, MEP, Landscape Arch)
- Prepare site plans and design reports that meet the reviewing agencies code requirements
- Prepare the utility design for potable water and wastewater services per the utility agency requirements

## Site Plan Permitting

- Administer any project specific public meetings required by the reviewing agencies (neighborhood workshops)
- Submit site permit applications to the reviewing agencies, respond to comments, and revise plans and reports
- Attend any public hearings for the approval of the project

## Bidding Support

- Provide site construction plans to the Owner
- Answer bid questions from contractors via the Owner

## Construction Services

- Contractor Submittal reviews
- Site Construction Visits as Requested by the Owner (Up to 4 visits)
- Preliminary and Final Punch List Site Visits as Requested by the Owner
- As-built Review and Comment
- Final certification to the Water Management District

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

- Structural Design (e.g. retaining walls, concrete structures, pavement design)
- Administration of Bids with Contractors
- Construction Materials Testing (typically the responsibility of the Contractor)
- As-Built or Record Drawings (typically the responsibility of the Contractor)

**Architect shall contract separately for the following services:**

- Specific Purpose Boundary and Topographic Survey meeting Minimum Technical Standards
- Soil Borings and Drainage Testing Report prepared by Geotechnical Engineer (if required)
- Architectural, Foundation Soil Borings, Structural, Utility Design and Plans for the Building
- Landscape Plan by a Landscape Architect (if required)

**Other conditions of this proposal:**

- Design parameters provided by GmuerEng to other consultants (e.g. surveyor, geotechnical engineer) are approximate. Any resulting costs are the responsibility of the Owner.
- The following costs will be billed as direct reimbursable to the Owner:
  - All printing, shipping, and materials costs for submittals, response to comments, etc.
  - All printing, shipping, materials, and facility rental costs for code required workshops
  - All travel expenses for locations outside of Alachua and Levy County, FL
- Owner is responsible for supplying all permitting fees, impact fees, connection fees, etc.
- Additional services may be required for changes made after reviewing agency approval.

**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.

\$500	Due Diligence / Conceptual Site Planning
\$4,500	Site Plan Design
\$4,500	Site Plan Permitting
\$2,500	Stormwater Pond Design and Permitting with SWFWMD (if a stormwater facility is required)
\$500	Bidding Support
\$2,500	Construction Services

Sincerely,  
Gmuer Engineering, LLC



Christopher A Gmuer, PE  
President

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES **with Additions shown in Bold and Underlined**

THIS IS AN AGREEMENT effective as of **February 15, 2023** ("Effective Date") between **Barnett Fronczak Barlowe & Shuler Architects** ("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: **Levy County Courthouse** ("Project").

Engineer's services under this Agreement are generally identified as follows: **Proposal dated February 15, 2023 regarding the Levy County Courthouse** ("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'

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.

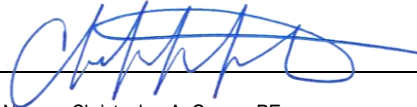
*Attachments:* Appendix 1, Gmuere Engineering, LLC Standard Hourly Rates for 2022

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

Owner: Barnett Fronczak Barlowe & Shuler Architects

Engineer: Gmuere Engineering, LLC

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

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

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

Print Name: Christopher A. Gmuere, PE

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

Title: President Date Signed: February 15, 2023

Address for Owner's receipt of notices:

Engineer License Number: 71599  
Address for Engineer's receipt of notices:

Email: \_\_\_\_\_ -and/or- \_\_\_\_\_  
2074 Centre Pointe Boulevard, Suite 200  
Tallahassee, FL, 32308

chrisg@gmuereeng.com -and/or- \_\_\_\_\_  
2603 NW 13<sup>th</sup> Street, Box 314  
Gainesville, FL 32609

This is **Appendix 1, Gmuer Engineering, LLC Standard Hourly Rates for 2022**, 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

**BAYTOWNE GROUP, INC.**  
**Professional Engineering & Planning Consultants**  
"Providing Designs To Build With"  
3351 N.E. County Road 337  
Bronson, Florida 32621

**Exhibit B**

August 13, 2022

Sent Via: Email

bbarlowe@bfbsa.com

Mr. Douglas S. Barlowe, AIA  
Barnet Fronczak Barlowe & Shuler Architects  
2074 Centre Pointe Boulevard, Suite 200  
Tallahassee, Florida 32308

Re: Engineering Proposal for the Modification of Legal Entrance to Levy County Courthouse  
P22-48

Dear Mr. Barlowe:

BAYTOWNE GROUP, INC. is pleased to provide a Professional Services Contract for the task, as outlined in the below-listed Scope of Services. Our proposed Scope of Services is listed below:

**Scope of Services**

A. Site Engineering:

**BAYTOWNE GROUP, INC.** will provide engineering & permitting for the above-referenced project as outlined below:

- a. Provide contract documents to outline with detail the construction of pavement, sidewalks, signs, and striping at the Legal Entrance to the Levy County Court House Complex.
- b. Construction Plans shall generally be made up of the following sheets:
  - Cover Sheet
  - Existing Conditions Sheet
  - Site Plan
  - Geometry Plan
  - Grading & Profiles
  - Striping, Marking & Signing
  - Stormwater Pollution Prevention Plan
  - Construction Detail

**Civil Engineering – Land Planning**

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## BAYTOWNE GROUP, INC.

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- c. Permitting – This work task shall be coordinated with the local Water Management District, and the Environmental Resource Permit (ERP) exemption shall be pursued, and if not applicable, a permit will be pursued to allow the project to move to construction.

If additional work is required beyond the Scope of Work as outlined in this proposal, this work will be paid for with the Standard Hourly Rates as outlined below:

### Schedule

We will work with the client to develop a mutually agreed-upon schedule for this work effort.

### Compensation

The consultant is to be compensated for work effort, as described above, in A. Site Engineering shall be:

- A. Site Engineering - \$10,000\* (Assuming a WMD permit exemption can be obtained). If a full ERP permit is required the fee amount shall be increased by \$1,500.00

For additional work effort as authorized, payment shall be as outlined in our standard hourly rate schedule:

Principal	-----	\$200.00 / Hour
Senior Engineer	-----	\$175.00 / Hour
Engineer Intern	_____	\$150.00 / Hour
Land Planner	_____	\$150.00 / Hour
Designer/ Technician	-----	\$110.00 / Hour
CADD	-----	\$95.00 / Hour
Administrative	-----	\$65.00 / Hour
Auto Car Mileage	-----	\$0.585 / Mile
Meals & Lodging	-----	Actual Rate + 15%

**Civil Engineering – Land Planning**

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### **Contract Conditions**

Either the Client or the Consultant may suspend this contract at any time with or without cause upon giving the other party seven (7)-calendar days prior written notice. The Client shall pay the Consultant for services and charges incurred prior to receipt of notice to suspend, in accordance with the compensation provisions of this contract.

While all work will be performed with professional care, the Consultant cannot guarantee the actions of government officials and agencies to grant the desired approvals.

In recognition of the relative risks and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and his or her sub-consultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature what so ever or claims expenses from any

cause or causes, so that the total aggregate liability of the Consultant and his or her sub-consultants to all those named shall not exceed \$50,000.00, or the Consultant's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Invoices shall be submitted for services accomplished. Payment will be due, upon receipt of invoice. Payments not received with thirty days will accrue interest at a monthly rate of 1.5%. If payment is not received with the next ten days, we reserve the right to cease work on the project until the payment is received.

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the Consultant agree that all disputes between them arising out of or relating to the Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. Should either party breach the terms of the agreement, the other party shall be entitled to recover its legal fees and resulting costs whether suit is brought or not.

### **Additional Services**

If the Client requests additional services, other than those specifically listed on the Scope, they may be provided either at hourly rates existing at the time or by lump sum payment. Additional Services, not included in the above fee are as follows; Services requested by the Client not described in this proposal

Services requested by governmental agencies are not described in this proposal.

Services are required due to changes in regulations made after the date of this proposal. Environmental, Soil Testing, and Traffic Services during construction are not included in this proposal.

**BAYTOWNE GROUP, INC.**

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The following reimbursable expenses are not included in the above fee;

Reproduction costs are other than in-house costs for reproduction used in the design process and overnight delivery.

We appreciate this opportunity to assist you with this project. If you should need anything additional, please advise.

Sincerely,

BAYTOWNE GROUP, INC.

*Johnny C. Sims*

Johnny C. Sims, P.E.  
President

JCS/jms

**Client Authorization**

Billing Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_