

AMENDMENT NO. 2 TO TASK ASSIGNMENT 2022-04
BETWEEN
LEVY COUNTY AND BARNETT, FRONCZAK, BARLOWE & SHULER ARCHITECTS

This AMENDMENT NO. 2 is made effective on _____, 2025, by and between LEVY COUNTY (the "COUNTY") and BARNETT, FRONCZAK, BARLOWE & SHULER ARCHITECTS (the "CONSULTANT");

WHEREAS, the COUNTY and CONSULTANT entered into "TASK ASSIGNMENT 2022-4 – PHASE 2" for Levy County Courthouse Renovations (the "Project") dated December 2, 2022 (the "Task Assignment"); and

WHEREAS, the COUNTY and CONSULTANT entered into "TASK ASSIGNMENT 2022-4 – Amendment No. 1" for the Project dated April 11, 2023 ("Amendment No. 1"); and

WHEREAS, the COUNTY desires revisions to the existing Contract Documents to provide a revised phasing plan for the project.

NOW, THEREFORE, the COUNTY and CONSULTANT agree to amend the Task Assignment as follows:

1. Scope of Services. Consultant shall provide Professional Architectural Services for the revisions to the existing Contract Documents to provide a revised phasing plan for the project. Phase 1 will consist of interior renovations of the new courtroom build-out which will include rooms 112 Judges Ramp, 113 Courtroom, 114 Gallery, 115 Conference room and 116 Vestibule. Sitework will include the three new ADA parking spaces and a new ADA ramp to the Administration Wing of the Courthouse from the sidewalk at South Court Street as described in the Proposal dated May 8, 2025 attached as Exhibit "A" (consisting of eleven pages)(the "Services.")
2. Compensation. County shall compensate Consultant for its performance of the Services as set forth in the Proposal. Invoices or requests for payments to Consultant shall be made in accordance with the Florida Local Government Prompt Payment Act, sections 218.70 through 218.79, Fla. Stat.

IN WITNESS WHEREOF, the parties hereto have made and executed this AMENDMENT as of the day and year first above written.

LEVY COUNTY
BOARD OF COUNTY COMMISSIONERS

CONSULTANT

By: Desiree Mills, Chairman

By: _____

Date: _____

Date: _____

Approved as to form and legal sufficiency

Nicolle M. Shalley, County Attorney

Exhibit A



8 May 2025

Mary-Ellen Harper
County Manager
Levy County Board of County Commission
310 School Street
Bronson, FL 32621

**RE: Levy County Courthouse Renovation
Revised Scope for Courtroom and ADA access ramp
BFBSA No. 18440**

Mary-Ellen, Barnett Fronczak Barlowe & Shuler Architects (BFBSA) appreciates the opportunity to provide Architectural Services for the above project as you requested. The scope of work will be to provide Professional Architectural Services, for the revisions to the existing Contract Documents to provide a revised phasing plan for the project. Phase 1 will consist of interior renovations of the new courtroom build-out which will include rooms 112 Judges Ramp, 113 Courtroom, 114 Gallery, 115 Conference room and 116 Vestibule. Sitework will include the three new ADA parking spaces and a new ADA ramp to the Administration Wing of the Courthouse from the sidewalk at South Court Street. See attached phasing plan.

The new addition and first floor lobby renovation will be a future project phase as will the second-floor renovation depending on the funding. These phases will be shown on the Contract Documents as future project phases.

This proposal includes a fee for the bidding phase of the project as the project was bid in 2024. It is our understanding that Levy County Procurement will handle the bidding of the project. The Contract Administration is the remaining phase of the fee in the original purchase order, and I suggest that we invoice hourly against that fee during construction of the project.

Architectural Services Fee

The fee for the revised scope of work will be \$30,980.00 for Design services and a breakdown fee for the for the scope of work is attached to this letter.

Fee by Project Phases

Revised Contract Documents	\$26,452.00
Bidding	<u>\$ 4,528.00</u>
Total	\$30,980.00

Reimbursable expenses will be invoiced at 1.15 times actual expenses and include travel, printing and other expenses directly associated with the project.

Deliverables

BFBSA will submit electronic copies of the documents in PDF format for staff review and will provide three paper copies of the design documents for use by the Levy County Staff. Signed and sealed drawings will be submitted to the General Contractor to permit the project.

Schedule

The schedule for the scope of work will be as follows:

Revised Contract Documents	45 days
Bidding	45 days
Contract Administration	120 days

This proposal does not include fees for the following task, but these tasks can be provided as additional services by BFBSA.

- LEED Design and commissioning services
- Hazardous material survey and/or abatement
- Investigation of off-site issues that may affect the building and site.
- Florida Product approval engineering
- Permitting fees
- Cost Estimating
- As-Built documentation drawings after completion of Construction
- Life Cycle cost analysis
- Graphics and Signage design
- Interior Design Services for furniture design
- Data and voice engineering services
- Environmental permit fees
- Specialty Security Consultants
- Electrical coordination studies
- Traffic Studies and roadway improvements
- Building Threshold inspections
- On-site construction administrator

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

BARNETT FRONCZAK BARLOWE & SHULER ARCHITECTS

Sincerely,



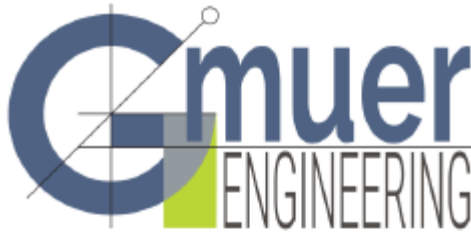
Douglas S. Barlowe, AIA
Partner

Date: 8-May-25
 Project: Levy County Courthouse Phase 1 Renovation



Description: Revise Contract Documents and Bidding
 BFBSA No. 18440

Staff	Principal	Sr. Architect	Architect	Project Mgr.	Interior Designer	Graduate Architect	Cadd	Contract Admin	Clerical	Sub total by Phase
Rate	\$108	\$142	\$125	\$140	\$113	\$95	\$85	\$129	\$57	
Task										
Pre-Design Services										
Sub total Hours	0	0	0	0	0	0	0	0	0	0
Sub total fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Schematic Design										
Sub total Hours	0	0	0	0	0	0	0	0	0	0
Sub total fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Design Development										
Sub total Hours	0	0	0	0	0	0	0	0	0	0
Sub total fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90% Contract Documents										
Sub total Hours	0	0	0	0	0	0	0	0	0	0
Sub total fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100% Contract Documents										
Site visit and Meeting with Client	1							1		
Cover Sheet	1							1		
Code sheet	1							1		
Life Safety Plan	2							2		
Site Plan	10							10		
Site Details	12							12		
Demo Site Plan	4							4		
Demo Plan	4							4		
Demo Details	2							2		
Floor Plan	4							4		
Reflective Ceiling Plan	4							4		
Wall Sections	2							2		
Interior Elevations	4							4		
Window & door schedule	2							2		
Building Details	2							2		
Ceiling Details	2							2		
Milework details	2							2		
Finish Schedule	2							2		
Specifications	2							2	4	
Review Documents	2							2		
Coordination of Consultants										
Meeting with Client	2							2		
Sub total Hours	58	0	0	0	0	0	0	70	4	
Sub total Fee	\$7,524	\$0	\$0	\$0	\$0	\$0	\$0	\$8,960	\$228	\$13,702
Bidding										
Attend Pre-Bid Meeting	1							1		
Respond to questions	4							4	2	
Prepare Addendum	4							4	2	
Review Bids	1							1		
Sub total Hours	10	0	0	0	0	0	0	10	4	
Sub total Fee	\$1,080	\$0	\$0	\$0	\$0	\$0	\$0	\$1,290	\$228	\$4,028
Construction Admin										
Sub total Hours	0	0	0	0	0	0	0	0	0	0
Sub total Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Hours	68	0	0	0	0	0	0	80	4	
Fee amount	\$17,730.00	\$0	\$0	\$0	\$0	\$0	\$0	\$10,250	\$456	\$17,730.00
Architectural fee										
	\$17,730.00	\$0	\$0	\$0	\$0	\$0	\$0	\$10,250	\$456	\$17,730.00



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

gmuereng.com

May 9, 2025

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

Re: Levy County Courthouse – Additional Services

Dear Doug,

We are providing these additional services to the above reference project. Our understanding of your project and our scope of services are outlined below. Attached you will find our standard agreement for professional services for your signature which will authorize us to proceed.

The Architect was 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). That project was bid however the County wanted to revise the design with some different goals.

Project understanding and scope:

The redesign of the site will likely keep the accessible ramp to the front door of the building. No permitting with the City or water management district is anticipated and no utility modifications are anticipated.

To facilitate the project, Gmuer Engineering, LLC (GmuerEng) will redesign the site plan, 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:

Site Plan ReDesign

- Due diligence of the applicable design standards of the reviewing agencies
- Coordinate with the team of consultants on the project (e.g. Architect, MEP)
- Prepare site plans and design reports as applicable.

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

GmuerEng has not included the following services in this proposal:

- Site Plan Permitting with the City or Water Management District
- Utility Design or permitting as there is no impacts to existing utilities
- Landscape Design
- 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:

- Architectural, Structural, Utility Design and Plans for the Building

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.

\$5,500 Site Plan Re-Design with Reduced Scope

\$0 Site Plan Permitting (Not Anticipated)

\$500 Bidding Support

~~-\$2,500 Construction Services-~~ In original fee and PO

Sincerely,

Gmuer Engineering, LLC
Christopher A Gmuer, PE
President



Gmuer Engineering, LLC
2603 NW 13th ST Box 314, Gainesville, FL 32609

2 of 2

gmuereng.com
(352) 281-4928

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 **May 8, 2025** ("Effective Date") between **Barnett Fronczak Barlowe & Shuler Architects** ("Owner") and **Gmuer 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 – Additional Services** ("Project").

Engineer's services under this Agreement are generally identified as follows: **Proposal dated May 8, 2025 regarding the Levy County Courthouse – Additional Services** ("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, Gruer Engineering, LLC Standard Hourly Rates for 2025

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: Gruer Engineering, LLC

By: _____

By: 

Print Name: _____

Print Name: Christopher A. Gruer, PE

Title: _____ Date Signed: _____

Title: President Date Signed: May 9, 2025

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@gruereng.com -and/or-
2603 NW 13th Street, Box 314
Gainesville, FL 32609

This is **Appendix 1, Gmuer Engineering, LLC Standard Hourly Rates for 2025**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

Engineer's Standard Hourly Rates

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:

Billing Class	Rate
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



Fee Proposal for Additional Structural Engineering Services

Date	May 7, 2025	Reference	Levy County Courthouse - Addition Phasing Changes
To	Barnett Fronczak Barlowe Shuler Architects 2074 Centre Pointe Boulevard, Suite 200 Tallahassee, Florida 32308	Attention	Doug Barlowe, AIA Partner

Project Description

This change is to add Phases to the project to permit the project to be constructed in phases. The County has requested that the design team create two phases for the work. Phase one will include the expansion of the existing courtroom located on the southwest corner of the building. Phase 2 will be the remainder of the work previously designed. To accommodate the phasing the exterior handicap ramp will need to be modified and some small retaining walls added at the ramp. The phasing will be accomplished by simply "clouding" the plans and indicating what work is in phase 1 and in phase 2. Our fee is based on emails and phone conversations with BFBSA.

Scope of Services

Our Additional Services include the design of the elements described above, and includes issuing Construction Drawings and Specifications, and response to bidding questions. Construction Administration fees from the original project will remain.

Basic Services Fee

We propose to provide the described Additional Services for a Lump Sum Fee of Three Thousand Dollars (\$3,000.00).

Offered by: BLISS & NYITRAY, INC.

Accepted by: BARNETT FRONCZAK BARLOWE
SHULER ARCHITECTS



(Signature) 5/7/2025
(Date)

(Signature) (Date)

Christopher S. Childers, PE / Principal

(Printed Name/title)

(Printed Name/title)

Please sign and return one copy. The Terms and Conditions remain per our current agreement.



CAMPBELL SPELLICY
ENGINEERING

Phone: (352) 372-6967
Fax: (352) 372-7232
Certificate of Authorization: 00006613
www.campbellspellicy.com

April 28, 2025

Mr. Douglas S. Barlowe, AIA
Barnett Granczak Barlowe & Shuler Architects, LLP
dbarlow@bfbbsa.com

RE: Additional Services Proposal
Levy Co Courthouse Renovation
CSEI Project No. 23004

Dear Mr. Barlowe:

As discussed with you, we are submitting this proposal for additional design scope on this project for the following scope of work:

- Revision of previously submitted Permit Documents to reduce scope only to the areas currently identified as Phase 1 on the markup provided by you to reduce the cost of the project to meet the Owner's budget.

We propose a lump sum additional services fee of \$4,250. We propose to invoice this amount upon submittal of the revised Permit Documents including this scope.

The standard of care will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this agreement.

Engineer 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 at the site or otherwise performing any of the work.

PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OR AGENT OF THIS ENGINEERING FIRM MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project.

If you decide to proceed with this work and the scope of our proposed additional services and fee meet your approval, please provide written approval of these services if you would like us to proceed.

Sincerely,

Kevin M. Spellicy, PE, LEED AP
President

