

City of Gainesville (Client)
Peter McNiece | Project Manager
Wild Spaces & Public Places

July 21, 2023

Ref: Architectural and Engineering Design Services Proposal for Thelma Boltin Center Improvements

Dear Peter,

Wannemacher Jensen Architects, Inc. (WJA) is pleased to submit this proposal to provide Services for the Thelma Boltin Center Improvements. This proposal is based upon the following assumptions.

Project Description/Information

Location:

516 NE 2nd Ave, Gainesville, FL 32601

Program and Physical Characteristics:

The Thelma Boltin Center is an historic public building and an active City recreation center. The building was renovated in 1999. The City wishes to preserve two historic facades of the existing building, the south and west auditorium walls, and has approved demolition for the remainder of the existing building. The City wishes to construct a new 11,850sf auditorium and multipurpose center adjacent to the existing historic frontages. The scope of work is to include the following:

Demolition/Preservation Scope:

- Demolition of the existing multi-purpose wing and auditorium excluding the historic west and south facades.
- Historic west and south facades to be preserved for future reuse, including restoration of the existing windows wherever possible.

New Construction Scope:

The proposed renovation scope includes building and site improvements.

- Building improvements include:
 - All new auditorium integrated into and behind the existing historic facades.
 - New stage and back of house areas including storage, greenrooms, and changing rooms.
 - ADA access to all areas of the building including the stage and back of house areas.
 - A catering kitchen with access to the auditorium and multipurpose spaces.
 - A dividable multipurpose room
 - Ample storage for tables, chairs, and event equipment
 - Adequate men's and women's restrooms
 - A multipurpose lobby and pre-event space to include Gallery functions.

- All new mechanical, electrical, plumbing, and fire protection systems
- Site improvements include:
 - Revised and simplified exterior building access.
 - Improved community yard space to encourage outdoor event use and rentals.
 - Improved Sweetwater Creek edge between NE 3rd Ave and NE 2nd Ave
 - Surface parking improvements for ADA parking and access to the building

Should the Historic Preservation Board and the City decide to renovate the existing auditorium in its entirety then an additional service fee may be required.

Client's Budget:

\$4,700,000 Construction Budget.

Anticipated Schedule:

Schematic Design Documents: 2 months from Kick-off Meeting

Client Review of Schematic Design Documents: 2 weeks

Design Development Documents: 2 months

Client Review of Design Development Documents: 2 weeks

Construction Documents: 2 months

Client Review of Construction Documents: 2 weeks

Bidding/Permitting: 2.5 months

Construction Administration: 6 months

Scope of Basic Services

The Basic Services below consist of the usual and customary Schematic Design, Design Development, Construction Documents, Permitting/Bidding, and Construction Administration for architectural, structural, mechanical, electrical, and plumbing engineering services. Services not set forth in the Scope of Basic Services are considered Supplemental Services.

Task 1: Schematic Design

Based upon a Client provided approved program of spaces we will prepare Schematic Design Documents for review and approval. The documents will consist of items necessary to convey the nature of the schematic approach, including an architectural site plan, preliminary building plans and other drawings as needed for Client review and feedback.

The Architect will:

1. Coordinate and attend a kick-off meeting to discuss and reach an understanding of the Client's Project requirements.
 - a. A due diligence site visit will be completed at time of kick-off meeting.
2. Review the program and other information provided by the Owner, review laws, codes, and regulations applicable to the Project.
3. Evaluate the Owner provided program, schedule, budget for the Cost of Work, Project site, and other information pertinent to the requirements of the Project.
4. Coordinate and attend progress meeting(s) via web conference.
5. Prepare site plan, preliminary building plan, sections and elevations required to develop and coordinate the schematic scope of work.
6. Submit Schematic Design Documents for Owner's review and approval in PDF Format.

Task 2: Design Development

Based upon the Client's approval of the Schematic Design Documents, the Architect will prepare Design Development Documents for review and approval. The Design Development Documents will consist of items necessary to illustrate and describe the development of the schematic design, including building plans, sections, elevations, and diagrammatic layouts of building systems necessary to convey the character of the project.

The Architect will:

1. Meet and coordinate systems with engineering design consultants.
2. Prepare developed plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems.
3. Coordinate and attend progress meeting(s) via web conference.
4. Outline specifications that identify the major materials and systems.
5. Submit Design Development Documents for Owner's approval in PDF Format.

Task 3: Construction Documents

Based upon the Client's approval of the Design Development Documents, the Architect will prepare Construction Documents for review and approval. The Construction Documents will illustrate and describe the further development of the approved Design Development Drawings and will consist of detailed Drawings and Specifications that describe requirements for the construction of the work. The Construction Documents will be used for the purpose of bidding, permitting, and construction.

The Architect will:

1. Meet and coordinate systems with engineering design consultants.
2. Coordinate and attend progress meeting(s) via web conference.
3. Prepare a set of Digital Construction Documents including detailed design plans, detailed building system plans, specifications identifying materials, systems and their respective standard of quality.

Task 4: Assistance with Permitting/Bidding

Following the Client's approval of the Permit Documents, the Architect will assist the Client/Contractor with permitting and obtaining bids from subcontractors.

The Architect will:

1. Provide Signed and Sealed digital document sets for the building permit
2. Modify documents as required in response to Permit Review comments
3. Assist the Client/Contractor with preparation and distribution of bid documents.
4. Respond to questions and provide clarifications and interpretations of the Construction Documents to Client/Contractor and prospective subcontractors.

Task 5: Construction Administration

The Architect will provide construction oversight to ensure the project is built according to the Construction Documents. The Architect will assist the Contractor when conflicts or clarifications are needed. The Architect and Engineers will make periodic site visits to observe construction and follow the progress.

The Architect will:

1. Attend up to six meetings/site visits at the project site.

2. Attend up to six virtual meetings.
3. Review of and respond to the contractor's submittals and shop drawings.
4. Provide telephone and email correspondence as necessary.
5. Respond to the contractor's questions and need for clarifications.
6. Attend the Substantial Completion walk-through.
7. Attend the Final Completion Walk-Through.
8. Review and respond to the Contractor's prepared as-built drawings.

A construction duration not exceeding six (6) months is anticipated based on the project information. Up to 6 site visits/meetings at the Project site are included.

Task 6: Surveying Services

1. Review the boundary survey and research documentation to determine the validity of the boundary limits.
2. Prepare an updated boundary survey.
3. Survey legal descriptions due to permitting with Gainesville Regional Utilities (GRU). These services will be provided on an as needed basis and include an allotment will be provided for up to 3 legal descriptions and sketches. This scope does not include fieldwork.

Task 7: Civil Engineering and Landscape Architecture

Schematic Design (SD) Phase Services:

1. Perform an engineering site visit to walk the property and become familiar with the engineering aspects of the property.
2. Work with the architect and owner in developing an initial site master plan layout to be used as the basis for the SD phase. This drawing will be provided at 24" x 36" size at a scale of 1" = 20' or 1"=10'.
3. Develop a stormwater management concept plan to accompany the site master plan in order to coordinate stormwater management issues for the project.
4. Coordinate soil borings required for the project, to include borings for the stormwater management system and the site parking infrastructure.
5. Consultant will work with the project architect to coordinate the building soil boring requirements.
6. Provide coordination with GRU for water, wastewater, electric, and gas utility infrastructure to serve the project. This is accomplished primarily through coordination and attendance at a GRU Utility project coordination meeting and other meetings, as needed.
7. Create any other preliminary drawings needed for the schematic design.
8. Work with other members of the design team as required in the SD Phase.
9. Attend project meetings as required

Design Development (DD) Phase Services:

1. Work with the architect to refine the overall site master plan layout and create base sheets for all team members to utilize for site design.
2. Coordinate with the Architect's MEP consultant to provide appropriate utility service connections for site potable water, fire protection, wastewater, natural gas, communications, and electric facilities to serve the new and renovated buildings, as needed.
3. Analyze the site design, impervious area and the proposed stormwater management system. Provide a preliminary design of the proposed site stormwater management system utilizing current stormwater modeling analysis. The project will require an Environmental Resource Permit (ERP) from

St. Johns River Water Management District (SJRWMD). The final stormwater management design may impact the site layout and could impact the site buildable area.

4. Provide initial civil engineering design drawings for the project. The DD civil engineering drawing set will consist of approximately 7 drawings, that may include a: Legend & Notes Sheet, Demolition Plan, Dimension Plan, Utility Plan, Paving, Grading, and Drainage Plan, Drainage Plan, and other design detail drawings. The drawing set will also include the Boundary and Topographic survey drawings. The civil engineering and survey drawings will be incorporated into the architect's overall DD project drawing set.

5. Attend project meetings.

Construction Documents (CD) Phase Services:

The CD Phase will be broken up into 2 sub phases, 50% CD and 100% CD. At the onset of each phase comments from the previous phase will be addressed and incorporated into the civil engineering drawing set.

1. Development of final civil engineering construction drawings for the project. The CD civil engineering drawing set will consist of approximately 7-9 drawings, that may include a: Legend & Notes Sheet, Demolition Plan, Dimension Plan, Utility Plan, Paving, Grading, and Drainage Plan, Drainage Plan, and other design detail drawings. The drawing set will also include the Boundary and Topographic survey drawings. The civil engineering and survey drawings will be incorporated into the architect's overall CD project drawing set and will be provided at 24" x 36" size.

2. Design of required onsite water and wastewater utility improvements in conformance with GRU's design standards. The utility design drawings will be submitted to GRU through the City's ProjectDox plan review process to obtain the formal Utility Construction Permit (UCP). The base design services do not include design of offsite utility extensions, if required, due to project utility demands that exceed the capacity of the adjacent available utility infrastructure.

3. Coordination and depiction of the primary electric service facilities to be revised / updated to serve the project. This will be coordinated with the GRU Electric Department, the project Architect, and the project Electrical Engineering consultant.

4. Design and permitting of the site stormwater management system. This will include final design of the stormwater management system to conform to the SJRWMD permitting requirements to obtain an ERP. The final stormwater management design may impact the site layout and could impact the available buildable site area.

5. Preparation of an Erosion Control Plan and a Stormwater Pollution Prevention Plan (SWPPP) as required by the Florida Department of Environmental Protection (FDEP) for the NPDES Notice of Intent (NOI) Generic Permit. This scope includes assisting the project contractor with preparing the NPDES application submittal, as needed. The site contractor will be required to submit for and obtain the NPDES NOI and take responsibility for all of the erosion and sedimentation control measures necessary during construction. The owner or contractor is responsible for providing the FDEP permit application fee.

6. Technical specifications for the civil engineering design scope items will be provided in accordance with the architect's specification format to be incorporated into the architect's specification book.

7. Attend project meetings.

Landscape Architecture Services:

The landscape architecture services will include:

1. Conduct a site visit for tree and vegetation inventory and analysis.

2. Prepare landscape-related design documents required by the City of Gainesville development review process including a tree preservation and removal plan for the entire development and a code-minimum landscape plan for the project's developed area.
3. Prepare a Tree Removal and Credits Plan for the entire property.
4. Calculate removed regulated tree mitigation and tree credits if required and provide tree protection barrier layout and details.
5. Prepare a code-minimum Landscape Plan for the project area, which includes landscape plans, details, and technical specifications including notes, plant schedule, and calculations. The plant schedule will indicate the quantity, common and scientific name, size, and location of proposed plant types.
6. Coordinate with City Staff during the review process to discuss project specific tree or landscape issues. Respond to City comments and make resubmittals, as necessary.
7. Deliverables will be produced in AutoCAD, to an appropriate scale and drawing size, and will include the number of signed and sealed sets required by the City for each submittal.

Construction Services:

Construction services are generally construction administration and inspection services that are required after the design phase and once the site work construction permit is issued. These services include all work requested by the owner after the design and permitting phase is complete. This work effort may include:

1. Shop drawing review.
2. Pay request inspections.
3. Contract review and administration of pay requests and change orders.
4. Review of contractor's or owner's RFI's or other construction issues raised during construction.
5. Punchlist and follow up inspections.
6. As-built certification inspections and submittals, such as the requirements of SJRWMD.
7. Coordination with the owner for addressing any owner issues or concerns.

Task 8: Cost Estimating

Following approval of the Schematic Design Documents, a preliminary construction cost estimate will be developed. Following approval of Design Development Documents, a detailed Design Development cost estimate will be prepared. A final detailed Construction Document cost estimate will be prepared at 90% Construction Documents.

Task 9: Historic Preservation Board Meetings

Preparation and coordination of presentation materials. Attendance at up to two (2) meetings with the Historic Preservation Board.

PROPOSED FEES:

The following is a summary of the total fees for all services listed above.

Task	Basic Services	Total Fee
Task 1	Schematic Design	\$57,720
Task 2	Design Development	\$96,200
Task 3	Construction Documents	\$146,224
Task 4	Bidding / Permitting	\$7,696
Task 5	Construction Administration	\$76,960
	Sub-Total	\$384,800
Task	Supplemental Services	Total Fee
Task 6	Surveying Services	\$6,958
Task 7	Civil Engineering and Landscape Architecture	\$61,525
Task 8	Cost Estimating	\$12,075
Task 9	Historic Preservation Board Meetings	\$3,960
	Sub-Total	\$84,518
	Total	\$469,318

The Basic Services fee is based on the State of Florida’s Department of Management Services Fee Curve utilizing a Construction Budget of \$4,700,000 at 8.19% (Complexity C – Renovations). If the Client’s Construction Budget is increased, the Architect’s Basic Services shall be recalculated based on the most recent budget amount.

Typically, the following services would not be included in Basic Services, but we have included these scope items in Basic Services at no additional cost to the City:

1. Fire Protection Design
2. Site Lighting
3. Site Photometrics
4. DRU MEP System Planning
5. Architect’s Travel Expenses

Reimbursable Expenses

The following expenses are included in the fees above and include anticipated expenses incurred by the design team directly related to the Project. These expenses are limited to:

1. Printing and Plotting costs incurred by the A/E Design Team for review and team distribution.
2. Travel to meetings or site visits identified in the scope of work.

The Following Services Are Not Included Within This Fee:

- Feasibility Studies/ Analysis
- Facility Programming
- Master Planning
- Soils Investigations/Reports
- Asbestos Consultation/Surveys – City to investigate building’s asbestos content.
- Environmental Assessments

- Traffic Analysis
- Existing Site Utility Infrastructure Improvements
- Specialty Consultants: Data/Telephone Communications; Cost/Scheduling; Electronic/Audio Visual; Elevator; Food Service; Hazardous Material; Hospital/Laboratory; Interior Design; Indoor Air Quality; Quality Control; Theater/Acoustical; Security
- Life Cycle Cost and/or Energy (FLEET) Analysis
- LEED Consultation
- Graphic and Signage Design
- Documents Prepared for: Alternate Bids Requested by Owner, Change Orders, Multiple Construction Contracts, Record Documents/As-Builts
- Prolonged Construction Contract Administration Services
- Construction Phasing or Multiple Bid Submissions
- Threshold Inspections
- Project Representation During Construction Beyond "periodic inspection"
- Additional Construction Contract Administration Services for Multiple Contracts
- Building Commissioning and Training Services
- Post Occupancy Inspections/ Evaluations
- Renderings/Models/Videos
- Changes to Scope, Size or Complexity
- Revisions to Previously Approved Documents

Thanks for the opportunity to propose services for your project.

Sincerely,

Wannemacher Jensen Architects, Inc.

A handwritten signature in black ink, appearing to read "Jason Jensen". The signature is fluid and cursive, with the first name "Jason" being more prominent than the last name "Jensen".

Jason Jensen, AIA, LEED AP, Principal

General Stipulations

Additional Services Compensation

Additional work outside of the scope stated herein will be billed at hourly rates below or negotiated as a lump sum at the time of the request.

1. If the construction budget or size of the project is increased by the owner more than 5% then an additional A/E fee shall be applied for the increased budget amount.
2. Construction Administration exceeding the limits identified in the Scope of Work
3. Additional Services of the Architect's consultants shall be the amount invoiced to the Architect plus 15%.

Hourly Rate Schedule

Project Executive/CEO	\$295.00
Principal	\$265.00
Studio Director	\$225.00
Senior Project Manager/Senior Architect	\$190.00
Project Manager/Architect	\$165.00
Registered Interior Designer	\$160.00
Architectural Associate	\$140.00
Interiors Associate	\$120.00
Administrative	\$90.00

Payment Provisions

1. Invoices will be prepared monthly and reflect progress to date. (15 days net).
2. Amounts unpaid 60 days from the invoice date are subject to 1.5% interest - 18% annually.
3. In the event of late payment, WJA may stop work on the project until payment is received. WJA shall not be responsible for any schedule delays due to a stop of work due to late payment.

Proposal Provisions

1. This fee proposal is valid for 90 days. If not accepted by Client within 90 days of the proposal date, fees and hourly rates may need to be adjusted.

Owner's Responsibility

1. Unless identified and included in the Scope of Work and Proposed Fees, the Owner is responsible for providing all project information and restrictions including written program requirements, surveys, utilities, geotechnical evaluations, flood elevation certificates, easements, deed restriction, local ordinances, legal issues, etc. that need to be considered for the design of the project. Program requirements shall include space requirements and relationships, special equipment, systems, and other objectives and requirements.
2. Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the progress and schedule of the Architect's services.
3. Owner shall provide the Architect and its Consultants access to the Project site as reasonably required.

Pursuant to Florida State Statute 558.0035, an individual employee or agent of the Design Professional may not be held individually liable for negligence.

I. Manpower Estimate: All Tasks

Direct Labor Rates Classifications		Principal	PM, Architect, Interior Designer	Architectural Associate	Administrative	Total Hours	Labor Cost
Billing Rates ¹		\$ 236.00	\$ 151.00	\$ 100.00	\$ 75.00		
TASK							
1	Schematic Design	8	64	400	8	480	\$ 52,152
2	Design Development	8	104	200	8	320	\$ 38,192
3	Construction Documents	16	224	640	8	888	\$ 102,200
4	Bidding/Permitting	10	30	10	2	52	\$ 8,040
5	Construction Administration		384	48	24	456	\$ 64,584
6	Surveying Services		6		2	8	\$ 1,056
7	Civil Engineering & Landscape Design		60	20	8	88	\$ 11,639
8	Cost Estimating		10	1	1	12	\$ 1,685
9	Historic Preservation Meetings (2)		16	14	2	32	\$ 3,966
10						0	\$ -
Totals		42	898	1333	63	2336	\$ 283,514

II. Fee Calculation

Task	Task	Labor Cost	Expenses	Subconsultant Services	Total Cost
1	Schematic Design	\$52,152		\$5,600	\$57,752
2	Design Development	\$38,192		\$58,274	\$96,466
3	Construction Documents	\$102,200		\$45,131	\$147,331
4	Bidding/Permitting	\$8,040		\$0	\$8,040
5	Construction Administration	\$64,584		\$13,100	\$77,684
6	Surveying Services	\$1,056		\$6,050	\$7,106
7	Civil Engineering & Landscape Design	\$11,639	\$1,455	\$48,500	\$61,594
8	Cost Estimating	\$1,685		\$10,500	\$12,185
9	Historic Preservation Meetings (2)	\$3,966		\$0	\$3,966
10		\$0			\$0
Total		\$283,514	\$1,455	\$187,155	\$472,124

III. Fee Limit

Lump Sum Cost	\$472,124
----------------------	------------------



Mitchell Gullledge Engineering, Inc.
204 SW 4th Avenue
Gainesville, FL 32601
352.745.3991
www.mitchellgullledge.com

Andrew Mitchell, PE, CxA
Craig Gullledge, PE, CxA, LEED AP BD+C
Andy McCaddin, PE, RCDD, LEED AP BD+C

May 25, 2023

Jason Jensen, AIA
Wannemacher Jensen Architects, Inc.
132 Mirror Lake Drive North, #301
St. Petersburg, Florida 33701-3214

Re: Revised Engineering Services Proposal
Thelma Boltin Center Hybrid Design
MG Project Number: 23056

Dear Jason:

We appreciate the opportunity to work with you on this project and are pleased to submit this proposal for our professional services. The proposal summary is as follows:

Owner: City of Gainesville
Type: Renovation and Addition
Size: 11,850 square feet
Project Estimated Construction Cost: \$5,600,000.00
MEP Estimated Cost: \$1,860,000.00
Systems: HVAC, Plumbing, Fire Protection, Electrical, Fire Alarm, Data Rough-in.
Total Fee: \$86,105.00

The specific extent of our work on this project is as follows:

A. Assumptions

It is our understanding that your firm will provide the required surveys and building information necessary to complete our work. The work will be performed in Revit. We will provide you with pdf files and a model of our work for each deliverable. We understand that you will provide all required printed sets to the owner.

We understand that you will keep us informed of changes in the owners' requirements and changes in schedule. We understand that changes to the architectural model will be provided to us no less than 10 working days prior to the associated deliverable's due date.

B. BIM Model Release

Mitchell Gullledge Engineering, Inc. Retains all copyright of its work product. The use of Mitchell Gullledge Engineering, Inc. BIM Models for architectural, structural, and other coordination during design phases is allowed by the parties entering into agreement under this contract. Any work product of Mitchell Gullledge Engineering, Inc. in the form of a BIM model used for any reason other than design coordination shall not be downloaded or used without an executed BIM Model Release Agreement. The BIM model generated by Mitchell Gullledge Engineering is not meant for use in automating cost estimates or creation of fabrication shop drawings.

C. Project Summary

The project is a renovation of the existing auditorium/gym area of the Thelma Boltin Center as well as a new addition of a new multi—purpose wing in the location of the existing annex, which is to be demolished.

The design scope will include four scheduled design coordination meetings and a single design review meeting for each deliverable (two).

D. Engineering Scope

Our engineering scope will include the following:



1. HVAC: New DX HVAC units for cooling, heating and ventilation of project spaces. Exhaust to serve toilet rooms, janitor closet and other required spaces.
2. Plumbing: New domestic cold and hot water system to serve project plumbing fixtures. New sanitary waste and vent system to serve project plumbing fixtures.
3. Fire Protection: Provide system engineering documents per Florida Administrative Code requirements. Mitchell Gullledge Engineering is Engineer of Record. Layout documents and hydraulic calculations shall be determined by FP Contractor.
4. Electrical: New power, lighting, and fire alarm to serve project area. Telecommunications rough-in to serve project area.

E. Construction Administration Services

We will provide construction administration services as follows:

- a. Maximum construction duration of 50 weeks
- b. Construction RFI responses
- c. Review of submittals
- d. Four total site visits
- e. Attendance at 6 OAC meetings

F. Exclusions

The following services are specifically excluded from our proposal:

1. Services not specifically listed as included in this proposal
2. Asbestos abatement services
3. Green rating certification services of any kind
4. Third party accreditation design services or documentation
5. Energy modeling other than as required by the building code
6. BIM coordination services
7. Cost of HVAC pretests
8. Cost of fire flow test
9. Bid phase services
10. Deliverables not listed in this proposal
11. Value engineering services
12. Power monitoring or load studies
13. Site lighting
14. Photometric studies or documentation
15. Lightning protection
16. Physical security equipment, raceway or coordination
17. Low voltage system and equipment design
18. Electrical arc flash study and risk assessment
19. Commissioning

G. Deliverables and Schedule

We will submit the deliverables below based on your request. All schedules listed are days after receipt of written notice to proceed, building information, applicable comments, and required files. We understand that architectural and engineering design are concurrent. In order to provide complete quality control, we will lock our architectural BIM link 5 business days prior to each design deliverable unless other arrangements are made with our project manager at the 5 business day threshold.

Design Development	60 Days
Permit Documents	30 Days



Mitchell Gullledge Engineering, Inc.
 204 SW 4th Avenue
 Gainesville, FL 32601
 352.745.3991
 www.mitchellgullledge.com

Andrew Mitchell, PE, CxA
 Craig Gullledge, PE, CxA, LEED AP BD+C
 Andy McCaddin, PE, RCDD, LEED AP BD+C

H. Fee

We propose a lump sum basic services fee of \$77,000.00. Our services may be tailored to meet project needs at your request. Engineering services not included in this proposal may be added to our scope as additional services and will be billed at the hourly rates listed below.

Principal Engineer:	\$200
Registered Engineer (PE):	\$170
Design Engineer:	\$150
BIM Technician:	\$110
Administrative:	\$85

I. Additional Services Fees

Per the State of Florida DMS fee guidelines, the following services are included as additional services:

Site Lighting	\$4,525.00
Site Photometrics	\$3,330.00
GRU MEP system Planning	\$1,250.00

J. Invoicing

We will invoice you for each design deliverable upon submission. Construction administration will be billed in accordance with percent of construction completion. We will invoice you based on the tasks listed below:

Task 310	Design Development	\$48,274.00
Task 440	Permit Documents	\$21,026.00
Task 700	Construction Administration	\$7,700.00
Task 801	Site Lighting	\$4,525.00
Task 802	Site Photometrics	\$3,330.00
Task 803	GRU MEP system Planning	\$1,250.00

K. Agreement

This proposal represents the entire agreement between Wannemacher Jensen Architects, Inc. and Mitchell Gullledge Engineering, Inc. for this project. Either party may terminate this agreement at any phase upon at least seven (7) days' written notice. In the event of termination, Mitchell Gullledge Engineering, Inc. shall be compensated for all services performed to termination date, together with reimbursable expenses incurred to date. If this agreement meets with your approval, please sign a copy and return it to our office within (30) days. After 30 days, schedule dates or cost estimates contained in this proposal expire and may require updates. If you have any question about this fee proposal, do not hesitate to contact me.

Sincerely,

Andrew Mitchell, PE, CxA
 Principal

Accepted By:

Jason Jensen
 President

Date

May 19, 2023

Ms. Hannah Ambrose, AIA
Project Manager
Wannemacher Jensen Architects, Inc.
132 Mirror Lake Drive N. Unit 301
St. Petersburg, FL 33701

RE: Thelma Boltin Center
Remodeling and Addition

Dear Hannah:

Master Consulting Engineers, Inc. (MCE) is pleased to present this proposal for structural engineering services for the remodeling and additions to the Thelma Boltin center in Gainesville, Florida.

Project Description:

Based on the information and drawings provided, the following are MCE's understanding and assumptions of the required tasks for this project:

- a) A single-story auditorium will be remodeled and will require a new interior steel framing to brace the existing walls and provide a new roof structure.
- b) The existing annex building will be removed to provide area for a new multipurpose building adjacent to the existing auditorium.
- c) The existing auditorium is approximately 5250 square feet and the new multipurpose will be approximately 6600 square feet for a total of 11,850 square feet. The estimated construction cost is \$4.70 Million.
- d) The building structure for the new multipurpose most likely will be exterior CMU walls with some interior steel columns and steel beams supporting steel bar joists and a metal deck.
- e) There are no additional support structures outside of the building envelope, such as a guardhouse, retaining walls, entrance signs, etc. Any additional work will be an added service and will require approval for the additional service prior to the commencement of work.

MCE Basic Scope of Service for this project is limited to:

Construction Documents:

- a) Structural design of the building as described above.

- b) Calculate wind pressures and provide diagrams of the roof and building elevations with the respective pressures for each area to be used by roofing, windows, doors manufacturer, and exterior walls/skin manufacturer.
- c) **For our fee estimate, we consider the foundations to be spread footings or continuous strip footings. If piles, mat foundation, or any other type is required, our fee will be revised accordingly.**
- d) Coordination meetings during the design phase will be done virtually via web meetings. We have budgeted for a total of 8 coordination meetings at 1 hr. each.

Construction Administration:

- a) Review Shop drawings for the Structural elements designed by MCE. See Shop drawings review conditions below.
- b) Review sign and sealed shop drawings and calculations for those building elements that are indicated in MCE drawings as designed by others. The review will be for the engineering concept only.
- c) One site visit to observe existing conditions is included in our proposal, no additional site visits prior or during construction are included.
- d) **Our Construction Administration (CA) is limited to Shop Drawings review and the site visit that is already included in this proposal. Any additional CA and site visits will be billed hourly as per our schedule of charges included herein unless a previous arrangement is agreed upon.**
- e) **We have included RFI Responses in our Budget.**
- f) **Contractor requests for changes are considered additional services; time spent researching contractors' requests is considered additional services.**

Any service not included in the Project Description, or Basic Scope of Services is considered an additional service and will be billed as per the customary schedule of charges included herein. This project is not a threshold building thus the need for a special inspector is not necessary. MCE will not perform periodic visits but it is our experience that some counties, municipalities, or cities will require a letter from a "Special Inspector" certifying that the structure of the building has been constructed as per the structural documents. MCE will only provide that letter if field inspections are done to inspect the construction of the structure in its entirety. It is extremely important that the building department is consulted in this matter and a response in writing is received to avoid problems when the structure is covered. The owner will have the choice to hire MCE to do the inspections or another company. In the case of another company, the Inspector should possess a Florida Engineering license in the discipline of civil engineering with experience in building design, his representative should have experience in the design of structures for projects of similar size and complexity. MCE will provide a proposal for the inspections at the request of the client.

Information and Services provided by the Client:

The Client shall provide the following information and/or services for the performance of the Basic Scope of Services indicated above:

- a) **The legal description of the property including the street address where the project will be located and the owner's name and address.**
- b) Base sheet drawings in AutoCAD or Revit are submitted to MCE electronically. Drawings should be provided without any third-party software applications.
- c) Since this is an addition to an existing building, the as-built drawings (structural) must be submitted to properly analyze the areas that will be affected by the addition. If drawings are not available, a testing lab may be

contracted to verify some of the structural members' physical properties (i.e., foundation sizes, wall reinforcement, concrete physical properties, etc.)

- d) **Geotechnical Engineering – Soils Testing Report. Any redesign required because the geotechnical report was not provided prior to our foundation design, will be billed as additional charges.**
- e) Shop Drawings for the structural elements designed by MCE with ample time to be reviewed (10 Working Days minimum). In case of a large submittal or more than one submittal for the same project, an additional day is required for every 5 drawings/sheets in excess of 30 drawings/sheets.
- f) Sign and seal Engineering documents (Calculations and Drawings) for those elements to be designed by a delegated engineer and that are not included in the Basic Scope of Services including but not limited to Metal Pan Stairs, Exterior Stud Walls. Ample time for review must be provided as indicated above.
- g) Notification at least 4 days prior to any inspection to allow scheduling, a more precise day and time can be provided within 24 hrs. notice.
- h) Steel connections (Welds and Bolts) calculations with Steel Shop Drawings Signed and Sealed by a Registered Professional Engineer in the State where the Project is being built, including roof metal deck connection to supporting elements.
- i) Steel Connections testing reports from a testing lab signed and sealed by a Registered Professional Engineer in the State where the project is being built.
- j) Concrete test reports from a testing lab signed and sealed by a Registered Professional Engineer in the State where the project is being built.

MCE proposes to provide the Basic Scope of Services indicated above for a **lump sum** fee of **\$36,000.00** plus expenses. A detailed schedule of charges is included below for information. MCE will cover the expenses of sending drawings, reports, and shop drawings using regular mail. If special delivery, overnight delivery, or any other service is requested, those charges will be billed at our cost

Invoicing will be on a monthly basis in accordance with the amount of work done. Several phases will be used as datum lines for the progress of the job. Our invoices will never exceed the amount stipulated in these phases until they are completed. These phases will be:

Schematic Design	\$ 5,600.00
Design Development	\$ 10,000.00
Construction Documents	\$ 15,000.00
Construction Administration	<u>\$ 5,400.00</u>
	\$ 36,000.00

Invoices for all phases prior to Construction Administration are due thirty (30) days from the date that each phase is completed and submitted. During the Construction Administration phase, invoices will be submitted as the structural elements are being built, invoices for Construction Administration are due thirty (30) days from the date they are submitted. MCE has the right to suspend services or terminate its obligation under this agreement if any invoiced amount is not paid within 60 days from the date due. After 60 days we will charge a minimum of 1.5% interest but not more than the amount allowed by the law of the State of Florida in the money owed. **Final sign and sealed drawings for the permit will be provided after 80 % of the design fee is paid in full.**

MCE will furnish the Client at his request, a certificate of the Engineer's Professional Liability with limits of \$2 million per claim and \$2 million aggregate. This certificate will be provided if the project is a commercial building, a hotel and/or residential rental apartments. If the project is a condominium, the Owner/Developer must purchase a Project Liability Insurance that will Cover MCE for the work performed in the project.

If a greater liability limit is required, the Client will advise MCE and pay the required premium to raise the limits.

Pursuant to Florida Statutes Section 558.0035, an individual employee or agent of Master Consulting Engineers, Inc. may not be held individually liable for negligence (FS 558.0035-1c). MCE Liability is limited to the insurance policy.

Should you be in agreement with this proposal, please signify by signing in the space provided below and return a copy to our office for our files. If drawings are received by us with instructions to proceed with work on this project, it will be understood that the proposal has been accepted as is, even though a signed copy has not been received.

Very truly yours,
Master Consulting Engineers, Inc.


Armando Castellon, P.E.
Sr. Principal

Accepted by

Title

(enclosures)

Note: If there is a special billing schedule for this project, please send it to our accounting department at accounting@mcengineers.com to have our billing match your accounting department setup.

STANDARD SCHEDULE OF CHARGES

I. PAYMENT FOR SERVICES

- A. When Master Consulting Engineers, Inc. (MCE) is to be paid on the basis of time expended and expenses incurred on the project, compensation shall be determined as noted in Sections I and II hereunder.
- B. All time spent by MCE personnel will be billed at the rates below. Current rates for each personnel classification are as noted in the table below. These rates will remain effective for a period of one year from the Effective Date of this schedule. The noted rates may thereafter be modified by MCE at six-month intervals depending on market conditions in accordance with the standard rates then being charged by MCE to other clients. However, any increase in the minimum and maximum rates will not exceed ten percent (10%) in any six-month period.

<u>Classification</u>	<u>Rate Per Hour</u>
Principal	\$ 250.00
Project Manager / Sr. Engineer	\$ 180.00
Project/ Design Engineer	\$ 150.00
Technician / CAD Operator	\$ 95.00
Administrative	\$ 90.00

A 50% premium (1 ½ time) will be charged over the rates indicated above for those hours required to be spent during Saturday, Sunday, Holidays, or any day between 7:00 pm and midnight and between midnight and 7:00 am.

II. PAYMENT FOR OTHER DIRECT NON-SALARY EXPENSES

- A. All other expenses incurred will be separately billed at actual cost plus 10%. Such expenses include, but are not necessarily limited to, subcontractor, consultant, laboratory, and other outside vendor charges; Courier services, special delivery, long-distance phone, and other communications; reproduction; special equipment costs necessary for project execution; special insurance premiums; and any other costs not otherwise part of general office overhead.
- B. The use of company or employee-owned cars on the project will be billed at the rate authorized by the Internal Revenue Service (\$0.655) per mile as of the Effective Date of this Schedule. In the event rental vehicles are used at the option of the firm, the actual rental charges plus 15% will be billed in lieu of the mileage rate.

III. INVOICES AND PAYMENT TERMS

Unless otherwise agreed to in writing, invoices for all services regardless of billing type (time and expense, fixed fee, etc.) will be issued every month, payable within 30 days of the invoice date. The interest of one percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. All reasonable attorneys' fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

MCE has the right to suspend services or terminate its obligations under this agreement if any invoiced amounts are not paid within 60 days. Once services are suspended for nonpayment, they will be resumed at the convenience of MCE when all principal amounts and accrued interest are paid in full. In the event of termination, MCE has the right to payment from the Client for reasonable costs associated with termination. Any election to suspend services shall not preclude a later election to terminate. Any failure by MCE to terminate or suspend services shall not constitute a waiver of these or any other rights. All rights and remedies in this Section III are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available at law or equity.

IV. TAXES

The Client shall pay the cost of any sales, use, excise, value-added or similar tax which is or may become applicable to the services provided by MCE. All invoiced amounts shall be increased by the amount of any such tax.

June 16, 2023

Mr. Jason Jensen, AIA, LEED AP
President & CEO
Wannemacher Jensen Architects, Inc.
132 Mirror Lake Dr N Unit 301
St. Petersburg, FL 33701

Re: ***Thelma Boltin Center - Redevelopment***
Civil Engineering and Surveying Services Proposal

Dear Jason:

JBrown Professional Group Inc. (JBPro) is pleased to provide the following proposal for civil engineering and surveying services for the re-development of the Thelma Boltin Center project. The proposal is based on our understanding of the proposed project and our experience with site permitting non-residential projects in the City of Gainesville. I have included a scope of services and fee proposal for the services that will be required for the design and permitting of this project.

- I. **General Project Description:** This project is located at 516 NE 2nd Ave, at the intersection of NE 2nd Ave. and NE 5th St. The property is identified as Alachua County Tax Parcel 14748-000-000 and is approximately 1.04 acres. The project will consist of maintaining the existing auditorium, the demolition of the annex building and constructing a new multi-purpose addition to the building with associate infrastructure improvements.
- II. **Scope of Services:** The following scope of engineering services are proposed for this project:
 - A. **Surveying Services:**
 1. There are concerns of the current boundary line on the survey prepared by George F. Young, Inc. JBPro will review the boundary survey and research documentation to determine the validity of the boundary limits.
 2. JBPro shall prepare an updated boundary survey if required.
 3. Survey legal descriptions may be required during the design and permitting phase, especially due to permitting with Gainesville Regional Utilities (GRU). This scope does not include field work. These services will be provided on an as needed basis. An allotment will be provided for up to 3 legal descriptions and sketches.



Civil Engineering



Surveying



Land Planning



Construction Services

B. Schematic Design (SD) Phase Services:

1. Perform an engineering site visit to walk the property and become familiar with the engineering aspects of the property.
2. Work with the architect and owner in developing an initial site master plan layout to be used as the basis for the SD phase. This drawing will be provided at 24" x 36" size at a scale of 1" = 20' or 1"=10'.
3. Develop a stormwater management concept plan to accompany the site master plan in order to coordinate stormwater management issues for the project.
4. Coordinate soil borings required for the project, to include borings for the stormwater management system and the site parking infrastructure.
5. JBPro will work with the project architect to coordinate the building soil boring requirements.
6. Provide coordination with GRU for water, wastewater, electric, and gas utility infrastructure to serve the project. This is accomplished primarily through coordination and attendance at a GRU Utility project coordination meeting and other meetings, as needed.
7. Create any other preliminary drawings needed for the schematic design.
8. Work with other members of the design team as required in the SD Phase.
9. Attend project meetings as required

C. Design Development (DD) Phase Services:

1. Work with the architect to refine the overall site master plan layout and create base sheets for all team members to utilize for site design.
2. Coordinate with the Architect's MEP consultant to provide appropriate utility service connections for site potable water, fire protection, wastewater, natural gas, communications, and electric facilities to serve the new and renovated buildings, as needed.
3. Analyze the site design, impervious area and the proposed stormwater management system. Provide a preliminary design of the proposed site stormwater management system utilizing current stormwater modeling analysis. The project will require an Environmental Resource Permit (ERP) from St. Johns River Water Management District (SJRWMD). The final stormwater management design may impact the site layout and could impact the site buildable area.
4. Provide initial civil engineering design drawings for the project. The DD civil engineering drawing set will consist of approximately 7 drawings, that may include a: Legend & Notes Sheet, Demolition Plan, Dimension Plan, Utility Plan, Paving, Grading, and Drainage Plan, Drainage Plan, and other design detail drawings. The drawing set will also include the Boundary and Topographic survey drawings. The civil engineering and survey drawings will be incorporated into the architect's overall DD project drawing set.
5. Attend project meetings as required.

D. Construction Documents (CD) Phase Services:

The CD Phase will be broken up into 2 sub phases, 50% CD and 100% CD. At the onset of each phase comments from the previous phase will be addressed and incorporated into the civil engineering drawing set.

1. Development of final civil engineering construction drawings for the project. The CD civil engineering drawing set will consist of approximately 7-9 drawings, that may include a: Legend & Notes Sheet, Demolition Plan, Dimension Plan, Utility Plan, Paving, Grading, and Drainage Plan, Drainage Plan, and other design detail drawings. The drawing set will also include the Boundary and Topographic survey drawings. The civil engineering and survey drawings will be incorporated into the architect's overall CD project drawing set and will be provided at 24" x 36" size.
2. Design of required onsite water and wastewater utility improvements in conformance with GRU's design standards. The utility design drawings will be submitted to GRU through the City's ProjectDox plan review process to obtain the formal Utility Construction Permit (UCP). The base design services do not include design of offsite utility extensions, if required, due to project utility demands that exceed the capacity of the adjacent available utility infrastructure.
3. Coordination and depiction of the primary electric service facilities to be revised / updated to serve the project. This will be coordinated with the GRU Electric Department, the project Architect, and the project Electrical Engineering consultant.
4. Design and permitting of the site stormwater management system. This will include final design of the stormwater management system to conform to the SJRWMD permitting requirements to obtain an ERP. The final stormwater management design may impact the site layout and could impact the available buildable site area.
5. Preparation of an Erosion Control Plan and a Stormwater Pollution Prevention Plan (SWPPP) as required by the Florida Department of Environmental Protection (FDEP) for the NPDES Notice of Intent (NOI) Generic Permit. This scope includes assisting the project contractor with preparing the NPDES application submittal, as needed. The site contractor will be required to submit for and obtain the NPDES NOI and take responsibility for all of the erosion and sedimentation control measures necessary during construction. The owner or contractor is responsible for providing the FDEP permit application fee.
6. Technical specifications for the civil engineering design scope items will be provided in accordance with the architect's specification format to be incorporated into the architect's specification book.
7. Attend project meetings as required.

E. Landscape Architecture Services: The landscape architecture services will include:

1. Conduct a site visit for tree and vegetation inventory and analysis.
2. Prepare landscape-related design documents required by the City of Gainesville development review process including a tree preservation and removal plan for the entire development and a code-minimum landscape plan for the project's developed area.
3. Prepare a Tree Removal and Credits Plan for the entire property.
4. Calculate removed regulated tree mitigation and tree credits if required and provide tree protection barrier layout and details.
5. Prepare a code-minimum Landscape Plan for the project area, which includes landscape plans, details, and technical specifications including notes, plant schedule, and calculations. The plant schedule will indicate the quantity, common and scientific name, size, and location of proposed plant types.
6. Coordinate with City Staff during the review process to discuss project specific tree or landscape issues. Respond to City comments and make resubmittals, as necessary.
7. Deliverables will be produced in AutoCAD, to an appropriate scale and drawing size, and will include the number of signed and sealed sets required by the City for each submittal.

F. Construction Services:

Construction services are generally construction administration and inspection services that are required after the design phase and once the site work construction permit is issued. These services include all work requested by the owner after the design and permitting phase is complete. This work effort is difficult to predict, as different owners require varying amounts of work effort during construction. This work effort may include

1. Shop drawing review.
2. Pay request inspections.
3. Contract review and administration of pay requests and change orders.
4. Review of contractor's or owner's RFI's or other construction issues raised during construction.
5. Punchlist and follow up inspections.
6. As-built certification inspections and submittals, such as the requirements of SJRWMD.
7. Coordination with the owner for addressing any owner issues or concerns.

III. Fees:

A. **JBPro** proposes to provide the previously described Engineering Services for the fees listed below:

SURVEYING

1. Boundary Survey:	\$ 5,000.00 (II.A.2)
2. Legal Descriptions (allotment):	\$ 1,050.00 (II.A.3)
Subtotal =	\$ 6,050.00

ENGINEERING

3. Schematic Design (SD):	\$ 4,500.00 (II.B)
4. Design Development (DD):	\$ 10,500.00 (II.C)
5. Construction Documents (CD):	\$ 18,000.00 (II.D)
6. Landscape Architecture Services:	\$ 10,500.00 (II.E)
7. Engineering Construction Services:	\$ 5,000.00 (II.F)

Subtotal = **\$ 48,500.00**

Total Fee = **\$ 54,550.00**

B. The Engineering Construction Services are provided on an hourly rate fee basis utilizing the **JBPro** Hourly Rate Fee Schedule attached to this proposal. The fee proposed is an estimate and will be adjusted either up or down depending on the actual work effort required and provided.

C. Invoicing is proposed monthly based on the hourly work effort performed or the percentage of work completion.

D. The Owner is responsible for reimbursement of printing and copying charges, mileage, express mail fees, and other incidental reimbursable expenses. Reimbursable expenses are in addition to the lump sum fees listed above and are billed as a 3.0% charge on the monthly billing.

E. The Owner is responsible for payment of all fees associated with work completed, in the event the project is suspended for a reason beyond the control of **JBPro**.

F. **JBPro** reserves the right to suspend work effort if payment does not occur in a timely manner.

IV. Owner Responsibilities:

A. The Owner is responsible for providing a soil boring investigation as necessary for drainage design. **JBPro** will prepare the boring request and solicit proposals for the Owner at the appropriate time.

B. The owner is required to pay for all regulatory / permit fees required for each regulatory process. Examples are the City of Gainesville DRB application fee, the

SJRWMD ERP application fee, and reimbursable advertising and mail-out fees for the neighborhood workshop.

- C. The Owner is responsible for any additional studies and reports, which may include a traffic study to determine trip generation, trip distribution, or other traffic impact analysis required by the City.
- D. The owner is responsible for hiring a landscape architect to prepare the required landscape architectural drawings for the project. These drawings will include landscape plans for any buffers or other required landscape plantings, irrigation drawings, and any other required services.
- E. The owner is responsible for hiring a certified lighting consultant to prepare the required lighting drawings for the project. These drawings may include parking lot lights and light trespass plans based on owner-determined fixtures. **JBPro** will prepare the lighting design request and solicit proposals for the Owner at the appropriate time.
- F. The owner is responsible for providing JBPro with AutoCAD files for the Boundary and Topographic Survey performed by George F. Young, Inc.

V. Additional Services: Services in addition to the scope of work will be billed at the current **JBPro** standard hourly rate charges. **JBPro** will not perform any additional services without prior authorization from the owner. Examples of additional services are listed below.

- A. Public hearings if required for project approval, such as DRB, Plan Board, or City Commission meetings. These are not expected to be required and would be deemed additional services if required.
- B. Extended **JBPro** work effort related to potential environmental or geotechnical issues outside of the control of **JBPro**. Such issues are usually determined by environmental audits or geotechnical investigations.
- C. Design and permitting of offsite utility extensions necessary to serve the project.
- D. Major redesign of the project due to Owner requested changes, after significant completion of work effort.

VI. Acceptance: The undersigned hereby agree to the terms, limitations, and fees as delineated above.



Christopher Potts, P.E.
Director of Engineering
JBPro

Jason Jensen
President & CEO
Wannemacher Jensen Architects, Inc.



Gainesville
 3530 NW 43rd Street
 Gainesville, FL 32606

St. Augustine
 4420 US-1 S, Suite 1
 St. Augustine, FL 32086

 jbpro.com

 (844) Go-JBPro

 contact@jbpro.com

Attachment A

Engineering & Surveying Services

Hourly Rate Fee Schedule

(Effective January 3, 2023)

Position	Hourly Rate
Civil Engineering	
Principal Civil Engineer	\$175.00
Director of Civil Engineering	\$150.00
Project Manager	\$125.00
Design Engineer	\$125.00
Project Engineer	\$100.00
Engineering CAD Technician	\$80.00
Construction Manager	\$125.00
Engineering Intern	\$60.00
Surveying	
Principal Surveyor	\$115.00
Director of Surveying	\$105.00
Project Manager	\$95.00
3-Person Field Crew	\$150.00
2-Person Field Crew	\$130.00
1-Person Field Crew	\$100.00
Field Crew Member (Office)	\$75.00
Surveying CAD Technician	\$75.00
Planning	
Director of Planning, AICP	\$150.00
Planner, AICP	\$120.00
Land Planner, Intern	\$100.00
Administrative	
Project Coordinator	\$75.00
Administrator	\$65.00
Intern	\$50.00



**SECOND AMENDMENT TO CONTRACT FOR ARCHITECTURAL AND ENGINEERING
DESIGN SERVICES FOR THELMA BOLTIN CENTER IMPROVEMENTS**

This SECOND AMENDMENT is entered into this ____ day of _____, 2023 by the CITY OF GAINESVILLE, a Florida municipal corporation (“CITY”), and WANNEMACHER JENSEN ARCHITECTS, INC., a Florida corporation (“CONTRACTOR”).

WHEREAS, the CITY and CONTRACTOR entered into a Contract for Architectural and Engineering Design Services for Thelma Boltin Center Improvements dated November 24, 2020, Change Order No. 1 dated April 4, 2022, and First Amendment dated July 7, 2022; and

WHEREAS, the original Contract was for design improvements to the existing building, for a fixed sum of \$214,380.00, of which the CITY has paid CONTRACTOR \$186,235.00 for services rendered; and

WHEREAS, the CITY has decided to design and construct a partial restoration of the Thelma A. Boltin Center, instead of a new building as was contemplated in the First Amendment.

NOW, THEREFORE, the parties agree to the following:

1. This Amendment shall become effective upon execution.
2. The term of the Contract is hereby extended through December 31, 2024. The time for performance in paragraph 3 of the Contract, as amended, shall be December 31, 2024. The parties agree that time is of the essence.
3. The scope of the Contract is revised to consist of design of a partial restoration (hybrid) building to replace the existing building, as described in the CONTRACTOR’s proposal dated July 21, 2023, attached and incorporated as Exhibit A, which shall replace the original proposal of October 19, 2020, the amended proposal dated May 18, 2022 (Exhibit A to the First Amendment), and the amended scope in paragraph 3 of the First Amendment. In the event of conflict between the text of this Amendment and Exhibit A, the Amendment text shall prevail.
4. Paragraph 4 of the Contract, as amended by the First Amendment, is deleted and replaced with the following:

COMPENSATION/PAYMENT. The CITY shall pay the CONTRACTOR in accordance with the hourly rates in Exhibit A, for a total amount not to exceed Four Hundred Sixty-Nine Thousand Three Hundred Eighteen Dollars (\$469,318.00), for the faithful performance of this Contract as modified by the Second Amendment. Payment shall be in the sums due upon verified invoice within thirty (30) days of receipt of invoice by Electronic Funds Transfer (EFT) or VISA. CONTRACTOR shall submit invoices within 10 business days after services have been provided.

No other amounts outstanding from the original Contract or First Amendment shall be due.

5. Except as modified by this Amendment, all terms and conditions of the Contract shall remain in full force and effect.

6. This Amendment, together with the Contract dated November 24, 2020, constitutes the entire agreement between parties.

WANNEMACHER JENSEN
ARCHITECTS, INC.:

CITY OF GAINESVILLE:

Print Name: _____

Cynthia W. Curry, City Manager

Title: _____

Date: _____

Date: _____

Approved as to Form and Legality:

City Attorney