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**AMENDMENT TO AGREEMENT BETWEEN COUNTY AND CONSULTANT
RFQ2019-3123**

THIS AMENDMENT #2 made and entered into this _____ day of _____. In the year 2026, by and between **MARTIN COUNTY**, a political subdivision of Florida, (Hereinafter "County"), 2401 SE Monterey Road, Stuart, Florida 34996 and **REG Architects, Inc.** (Hereinafter "Consultant"), 120 S Olive Ave Ste.210, West Palm Beach, FL 33401.

WITNESSETH

WHEREAS, the **County** and **Consultant** entered into an Agreement for Fire Rescue Facility Design: Public Safety Training Complex on 10/8/2019; and

WHEREAS, the **County** and **Consultant** desire to amend the Agreement to provide construction administration for the training tower phase of the project as documented and justified by the Consultant as shown in Exhibit A; and

NOW THEREFORE, in consideration of the promises, covenants, and mutual benefits which all accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually covenanted and agreed that the contract will be amended as follows:

1. This agreement is hereby amended to include construction administration for the training tower outlined in Exhibit A attached, with an additional cost of \$102,850 and
2. The new contract value is \$1,137,478; and
3. All remaining pricing, terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the date first set forth above.

REVIEWED BY

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**



James Gorton
Public Works Director

Don G. Donaldson, P.E.
County Administrator

REG Architects, Inc.

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**



Rick Gonzalez, A1A
President

Elysse A. Elder
County Attorney

June 10, 2025 / January 16, 2026 (REV 01)

CLIENT:

Martin County Board of County Commissioners
2401 S.E. Monterey Road
Stuart, FL 34996
Attn: Ron Rudner
rrudner@martin.fl.us

PROJECT:

Martin County Public Safety Training Complex – **AMENDMENT #3**
2500 SE Kingswood Terrace, Stuart, Florida 34996
Client Project Number: RFQ2019-3123
REG Project No.:19017

Dear Mr. Rudner:

REG Architects, Inc. (ARCHITECT) is pleased to present this AMENDMENT for architectural and/or engineering services for the Project referenced above. All terms, conditions, and exclusions, in accordance with the original AGREEMENT dated February 7, 2023 (PO P2300661-R-C1) shall apply, unless otherwise noted below.

PROJECT DESCRIPTION & SCOPE OF WORK:

Additional fees requested for the bidding/permitting, and construction administration phase of the training tower. This includes coordination with the design consultants when it comes to submittals and RFIs, bi-weekly site visits throughout construction, TI of the gym, and misc. items related to the training tower.

Total Fee:	\$ 102,850.00
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We thank you and your team for the opportunity to assist you with this great project.

Sincerely,
REG Architects, Inc.



Manuel Ayala, AIA
Vice President

Approved By _____

Print Name _____

Title _____

Date _____

Martin County Fire Rescue Facility Design

Fee Breakdown

Task III - Burn Building & Training Tower

Part 4 - Construction Administration

Discipline	Job Title	Man-Hours	Rates \$	Amounts \$	Adjustment \$	Totals \$
Architectural REG Architects, Inc.	Principal Architect	4.00	\$ 225.00	\$ 900.00		
	Associate Architect		\$ 210.00	\$ -		
	Senior Project Manager	40.00	\$ 165.00	\$ 6,600.00		
	Project Manager	32.00	\$ 150.00	\$ 4,800.00		
	Construction Administrator	57.00	\$ 120.00	\$ 6,840.00		
	CAD/BIM		\$ 100.00	\$ -		
	Administration	4.00	\$ 65.00	\$ 260.00		

Total Hours 137.00

Total Hours per month (12-month) 11.42

Fee/month \$1,616.67

Martin County Fire Rescue Facility Design

Fee Breakdown

Task III - Training Tower

Part 4 - Construction Administration

Discipline	Job Title	Man-Hours	Rates \$	Amounts \$	Adjustment \$	Totals \$
Architectural REG Architects, Inc.	Principal Architect	4.00	\$ 225.00	\$ 900.00		
	Associate Architect		\$ 210.00	\$ -		
	Senior Project Manager	40.00	\$ 165.00	\$ 6,600.00		
	Project Manager	32.00	\$ 150.00	\$ 4,800.00		
	Construction Administrator	57.00	\$ 120.00	\$ 6,840.00		
	CAD/BIM		\$ 100.00	\$ -		
	Administration	4.00	\$ 65.00	\$ 260.00		
						\$19,400.00
Consultant Elliott, LeBoeuf & McElwain (Allowances Included)	Sr. Engineer	80.00	\$ 250.00	\$ 20,000.00		
	Engineer / Designer	340.00	\$ 170.00	\$ 57,800.00		
	Drafter		\$ 120.00	\$ -		
	Admin.	5.00	\$ 90.00	\$ 450.00		
						\$78,250.00
Civil Engenuity Group, Inc.	Corporate Officer	2.00	\$ 198.00	\$ 396.00		
	Department Director	4.00	\$ 176.00	\$ 704.00		
	Project Manager	9.00	\$ 122.00	\$ 1,098.00		
	Project Engineer	23.00	\$ 115.00	\$ 2,645.00		
	Senior Administration	5.50	\$ 66.00	\$ 363.00	\$ (6.00)	
	Sr. Prof. Land Surveyor		\$ 122.00	\$ -		
	Project Land Surveyor		\$ 108.00	\$ -		
	CADD Technician		\$ 100.00	\$ -		
	2-Man Survey Crew		\$ 131.00	\$ -		
						\$5,200.00



Elliott, LeBoeuf & McElwain

Phone (703) 321-2100
Fax (703) 321-2112

8001 Forbes Place Suite 201
Springfield, VA 22151
www.elaengineers.com

January 14, 2026

Christine Merrell
REG Architects
300 Clematis Street
Third Floor
West Palm Beach, FL 33401

RE: Martin County Public Safety Training Complex - Tower Construction Phase
EL&M No.: 19024-02

Dear Christine,

We are pleased to present to you this revised proposal for the construction phase services for the Martin County Training Tower. This proposal includes our fee, which services are included in that fee, and which items are excluded from our services.

Please contact me if you have any questions or need additional information. We look forward to working with you!

Regards,

Roger M. LeBoeuf, P.E.
President

Enclosures: Price Quote
Scope of Work



Price Quote

Based on the scope of work listed on the following pages, Elliott, LeBoeuf & McElwain (EL&M) proposes to provide engineering services for the following prices.

Basic Services Fee - Tower Construction Phase Services:

Total Fixed Fee: \$69,500

Reimbursable Expenses: Included in Basic Services Fee assuming no printing/shipping and assuming 2 trips to Martin County during construction phase

Allowances:

Construction Phase Site Visits:

Cost for one additional construction phase site visit to create a punch list or any other purpose, including travel time, time on site, report writing, and travel expenses:

1 x \$8,750 = \$8,750

Total Allowance (in addition to Basic Services Fee): \$8,750

Additional Services Fee:

Hourly:

Additional services will be provided on an hourly basis unless otherwise negotiated. EL&M's Hourly rates shall be those that prevail at the time the additional services are rendered. EL&M's current hourly rates are shown below and will not be increased before January 1, 2027:

Sr. Engineer	\$290
Engineer / Designer	\$210
Drafter	\$140
Admin.	\$100



Scope of Work

Basic Services - Construction Phase Services for Tower Only:

1. Be available for (1) 2-hour-long pre-construction conference (virtual meeting).
2. Review technical shop drawings for training tower items designed by EL&M (2 reviews per submittal are included).
3. Review technical material submittals for training tower items designed by EL&M (2 reviews per submittal are included).
4. Respond to the Contractor's technical RFIs (Requests For Information).
5. Review materials testing reports.
6. Make 2 site visits that can be used to observe construction progress, address emergencies or mistakes, create punch lists, and confirm completion of punch lists. EL&M recommends the following milestones for the site visits, which could be modified should a need arise:
 - a. Reinforcing site visit just prior to placement of the second floor slab
 - b. Early stages of masonry construction.

Items not included in EL&M's Basic Services:

1. Design services.
2. Attending construction progress meetings.
3. Attending pre-construction conferences with subcontractors.
4. Preparing record documents at the end of construction.
5. Civil, geotechnical, mechanical, electrical, and plumbing engineering services.
6. Materials testing and inspections.
7. Printing, copying, and shipping documents.
8. Trips and site visits other than those indicated under Basic Services.

October 16, 2025

Ms. Christine Merrell,
Senior Project Manager
REG Architects, Inc.
120 South Olive Ave., Suite 210
West Palm Beach, FL 33401
(Via E-Mail CMerrell@regarchitects.com)

**Re: Additional Services for Professional Civil Engineering for
Martin County Public Safety Training Complex - Burn Building &
Training Tower (Phase III)
Engenuity Group Project No. 19126.01.12**

Dear Ms. Merrell:

We are pleased to offer this proposal to render "additional" civil engineering services in connection with the Martin County Public Safety Training Complex project within the Airport site of Martin County, Florida (hereinafter called the 'Project').

Our services will consist of civil engineering services of the original project, identifying as **Phase III**, the areas of the Burn Building and Training Tower's site work, utilities, and construction phase services.

This proposal is based on the scoping discussed between REG Architects and Engenuity Group, Inc on May 15, 2025.

Our services as set forth in **Exhibit "A"** will be provided for a lump sum of **\$5,200.00** based on the following distribution of compensation:

A. Construction Phase Services **\$ 5,200.00**

Permit Fees, Reproduction Charges and Reimbursable Expenses

The Total Contract Price **does not** include the payment of any governmental agency submittal or processing fees. The cost of these fees and any costs incurred by the office for printing, reproduction and other reimbursable expenses such as postage, travel, and document copy charges will be billed to the client monthly.

Invoicing and Payment

Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the Client within thirty (30) days of the invoice date, unless within such thirty (30) day period, Client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any undisputed portion

of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by Client. If the payment is not received within thirty (30) days of billing date, a late charge will be added to the invoice in the amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

This proposal represents the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our agreement, please execute the attached Authorization and return it to us. If you have any questions, please do not hesitate to contact us.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS CONTRACT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT, AS LONG AS THE CONSULTANT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT AND AS LONG AS ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT.

Sincerely,



Adam Swaney, P. E.
Director of Engineering

**Authorization: Additional Services Civil Engineering for
Martin County Public Safety Training Complex
Burn Building & Training Utilities (Phase III)
Martin County, Florida
Engenuity Group Project No. 19126.01.12**

By: _____
(Name & Title)

Date: _____

For: _____
(Name of Company)

Contract Amount: \$5,200.00

I am _____ I am not _____ **The Owner of the Property**

The Property Owner Is: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

EXHIBIT "A"

**Additional Construction Phase Services for Phase III
Public Safety Training Complex – Burn Building & Training Tower
Martin County Training Facility
Martin County, FL
Engenuity Group Project No. 19126.01**

ENGINEERS' SERVICES:

A1.01 Construction Phase Services

- A. *Preconstruction Conference*. Attend a Preconstruction Conference prior to commencement of Work at the Site.
- B. *Visits to Site and Observation of Construction*. In connection with observations of CONTRACTOR'S work in progress while it is in progress:
1. Make no more than 5 visits to the site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, are not intended to be exhaustive or to extend to every aspect of CONTRACTOR'S work in progress or to involve detailed inspections of CONTRACTOR'S work in progress beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER'S exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will determine in general if CONTRACTOR'S work is proceeding in accordance with the Contract documents, and ENGINEER shall keep OWNER informed of the progress of Work.
 2. ENGINEER will not, during such visits or as a result of such observations of CONTRACTOR'S work in progress, supervise, direct, or have control over CONTRACTOR'S work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by CONTRACTOR, for safety precautions and programs incident to regulations applicable to CONTRACTOR'S furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any CONTRACTOR

nor assumes responsibility for any CONTRACTOR'S failure to furnish and perform its work in accordance with the Contract Documents.

- C. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of CONTRACTOR'S work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- D. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which CONTRACTOR is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet the CONTRACTOR'S submittal schedule that has earlier been acceptable to ENGINEER.
- E. *Inspections and Tests.* Require such special inspections or tests of CONTRACTOR'S work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests. Field testing of materials is not included in ENGINEER'S scope of services.
- F. *Record Drawings.* Review Record Drawings prepared and certified by the CONTRACTOR'S Florida licensed surveyor and the CONTRACTOR.
- G. *Completion of Construction Certifications.* Prepare construction completion certifications and submit to the following agencies:
 - 1. South Florida Water Management District
 - 2. Martin County Engineering Department
 - 3. NPDES Notice of Completion

- H. *Substantial Completion*. Promptly after notice from CONTRACTOR that CONTRACTOR considers the entire Work ready for its intended use, in company with OWNER and CONTRACTOR, conduct a review of the work to determine if it is Substantially Complete.
- I. *Final Notice of Acceptability of the Work*. Conduct a final review to determine if the completed Work of CONTRACTOR is acceptable.
- J. *Contract Time*. ENGINEER'S services during construction are dependent upon the timely performance of CONTRACTOR'S work. ENGINEER'S services are based on a construction Contract Time Ninety (90) calendar days for final completion of the work. If the CONTRACTOR exceeds such period of time, ENGINEER'S compensation shall be subject to an equitable adjustment.

REG ARCHITECTS, INC.

ARCHITECTURE * INTERIOR DESIGN * PLANNING

Exhibit B

HOURLY RATE SHEET

SUBJECT: Hourly Rates for Professional Services as May be Required

FROM: Rick Gonzalez, AIA, President, **REG ARCHITECTS, INC.**

DATE: 2019

A. HOURLY RATES:

Hourly rates for professional services shall be as follows:

	<u>Regular Rates</u>	<u>Government Rates</u>
Expert Witness	\$350.00	\$275.00
Principals	\$275.00	\$225.00
Associate Architect	\$225.00	\$210.00
Architectural Animator	\$200.00	\$190.00
Senior Project Manager	\$185.00	\$165.00
Project Managers	\$175.00	\$150.00
Quality Control Reviewer	\$160.00	\$140.00
Interior Designer	\$130.00	\$125.00
Construction Administrator	\$130.00	\$120.00
CADD Technician	\$125.00	\$100.00
Graphic Designer	\$120.00	\$100.00
Administrative Assistant	\$75.00	\$ 65.00