

**THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES FOR AE SERVICES FOR CIVIL COURT BUILDING BETWEEN ALACHUA COUNTY AND DLR GROUP, INC NO. 13961**

THIS THIRD AMENDMENT (“Third Amendment”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and DLR Group, Inc., a Florida for Profit Corporation which is authorized to do business in the State of Florida (“Architect”), who are collectively referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the Parties previously entered into an Agreement for Professional Services For A&E Services for a New Civil Court Building, dated November 16, 2023, identified by No. 13961 (the “Agreement”); and

**WHEREAS**, the Parties previously entered into the First Amendment to the Agreement, through which the Scope of Service was updated, dated November 14, 2024, (the “First Amendment”) and the Second Amendment to the Agreement, through which the Scope of Service was further updated, dated January 15, 2025, (the “Second Amendment”); and

**WHEREAS**, the County has determined the need for additional Scope of Service modifications for the design services for the Civil Court Building; and

**WHEREAS**, the Parties desire to amend the Agreement for the Architect to provide additional A&E Services for the design of the Civil Court Building.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

A. Amendment. Section #2, of the Agreement titled “Scope” and Exhibit 1, “Scope of Service” is amended to include the Summery of Services contained in the DLR Group Proposal dated October 23, 2025, titled “Additional A&E Services for Statue, Underground Drainage, and AV Redesign.” attached hereto as **Exhibit 1C** an incorporated herein (“Additional Services #3”)

B. Amendment. Exhibit 2, “Basis of Compensation” is amended to increase the amount paid to the Architect by \$34,390.00 from a lump sum of \$3,850,245.00 to \$3,884,635.00 as detailed in the Fee Summery contained in **Exhibit 1C**.

C. Amendment. The Agreement is amended to add new sub-section 14.S. titled “Affidavit of No Coercion Pursuant to §787.06, Florida Statutes” to read as follows:

- S. Affidavit of No Coercion Pursuant to §787.06, Florida Statutes
  - 1. Section 787.06(13), Florida Statutes, requires any governmental entity when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or

services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) and 787.06(2)(e), Florida Statutes.

2. The Architect will comply with this statutory requirement by completing and executing the Affidavit of No Coercion Pursuant to §787.06, Florida Statutes, a copy of which is attached to this Third Amendment as **Exhibit 10**.

D. Amendment. The Agreement is amended to add new sub-section 14.T. titled "Contracting with Entities of Foreign Countries of Concern Prohibited" is added to read as follows:

T. Contracting with Entities of Foreign Countries of Concern Prohibited

1. Section 287.138, Florida Statutes, prohibits any governmental entity from contracting with an entity if the contract provides the entity with access to an individual's personal identifying information and:
  - a. The entity is owned by the government of a foreign country of concern;
  - b. The government of a foreign country of concern has a controlling interest in the entity; or
  - c. The entity is organized under the laws of or has its principal place of business in a foreign country of concern.
2. The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign county of concern.
3. The Architect will comply with this statutory requirement by completing and executing the Affidavit Regarding Foreign Countries of Concern, a copy of which is attached to the Third Amendment as **Exhibit 11**.

E. Amendment. The Agreement is amended to add new sub-section 14.U. titled "Certifications and Termination for Violation of §287.135, Florida Statutes" is added to read as follows:

- U. Certifications and Termination for Violation of §287.135, Florida Statutes. **Pursuant to §287.135, Florida Statutes, the Contractor hereby certifies to the County that the Contractor: (a) is not on the Scrutinized Companies with Activities in Sudan List; (b) is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; (c) is not engaged in or have business operations in Cuba or Syria; (d) is not on the Scrutinized Companies or Other Entities that Boycott Israel List; and (e) is not participating in a boycott of Israel.** The County may terminate this Agreement if the Contractor is found to: (f) have submitted a false certification to the County; (g) have been placed on the Scrutinized Companies with Activities in Sudan List; (h) be engaged in business operations in Cuba or Syria; (i) have been placed on a list created pursuant to §215.473, Florida Statutes, relating to scrutinized active business operations in Iran; (j) have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List; or (k) be engaged in a boycott of Israel. The

County must comply with the requirements of §287.135, Florida Statutes, as a condition precedent to bringing a civil action against the Contractor for submitting a false certification to the County.

F. Effective Date. This Third Amendment shall be effective upon execution by both Parties.

G. Original Agreement. Unless expressly amended herein, all other terms and provisions of the Agreement as previously amended, shall be and remain in full force and effect.

[This space was intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed on the day and year below written.

**ALACHUA COUNTY, FLORIDA**

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

Ken Cornell, Chair

Board of County Commissioners

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

**ATTEST**

**APPROVED AS TO FORM**

\_\_\_\_\_

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

\_\_\_\_\_

Alachua County Attorney's Office

**ARCHITECT**

Signed by:  
By: Todd Orr  
104AF651FC5E473...

Print: Todd Orr

Title: Principal/President

Date: 12/22/2025

**IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**

## EXHIBIT 1C: Additional Services



301 East Pine Street, Suite 900  
Orlando, FL 32801

October 23, 2025

Danny Moore  
Capital and Preservation Projects Supervisor  
Alachua County  
915 SE 5<sup>th</sup> Street  
Gainesville, FL 32601

Re: Additional A&E Services for Statue, Underground Drainage, and AV Redesign.

Dear Mr. Moore,  
DLR Group respectfully submits this proposal for additional architectural, and engineering (A&E) services required due to expanded project scope and design revisions beyond the current contracted work. This proposal is based on recent discussions and direction provided by Alachua County regarding the following items, with a **total proposed fee of \$34,390**. Detailed descriptions and fee breakdowns are provided below.

### Item 1: Statue Design – Additional Services

#### Scope of Work

As construction documents (CDs) were finalized, DLR Group was requested to coordinate with the artist responsible for the on-site sculpture to ensure accurate placement, foundation requirements, and electrical coordination.

#### Key Sculpture Information:

- **Estimated Total Weight:** ~500 lbs
- **Statue Height:** 8 ft (heel to head)
- **Base Dimensions:**
  - Width: 46 in
  - Depth: 30 in
  - Height: 4 ft (to reach total 12 ft elevation)

DLR will coordinate with the artist and structural consultant to finalize material, anchoring, and foundation details, as well as with the electrical engineer for lighting and power provisions.

#### Fee Summary

Task Description	Team Member / Role	Hours	Hourly Rate (\$)	Total (\$)
Coordination with Artist (Meetings, Emails, Calls)	Project Manager	8	175	1,400
Sculpture Placement & Coordination	Architect	4	205	820
Foundation Design & Structural Coordination	Structural Engineer	18	205	3,690
Electrical Planning for Lighting/Power	Electrical Engineer	10	235	2,350
CA Oversight & Shop Drawing Review	Principal/Director	8	205	1,640
<b>Total</b>		<b>48</b>		<b>\$9,900</b>

**Schedule Impact:** None

October 23, 2025  
Page 2

**Item 2: Underground Drainage – Additional Services:**

**Background & purpose:**

Due to recent design constraints and updates provided by the City and the project’s civil engineer, the stormwater and foundation drainage design requires substantial modification. The City has imposed new limitations including:

- Prohibition of connections to the southern inlet due to infrastructure conflicts.
- Restriction from connecting to low-slope (0.36%) pipes.
- Prohibition on cutting into Main Street.
- Prohibition on enlarging existing 24-inch pipes.
- Mandatory connection to structure S-9 (0.71% slope).
- City storm system cannot accept foundation drainage discharge.

These conditions require a **complete redesign** of the underground stormwater and foundation drainage systems.

**Scope of Work:**

1. **Storm Piping Redesign** – Rerouting system for new S-9 connection and slope adjustments.
2. **Foundation Drainage Redesign** – Evaluate internal routing or at-grade discharge; update based on geotechnical findings.
3. **Sump Pump & Basin Design** – Develop new sump system based on revised invert elevations.
4. **Coordination** – Meetings with civil engineer and City staff to confirm approach and compliance.
5. **Condensate Drainage Review** – Assess and document acceptable discharge options per City and GRU restrictions.

**Fee Summary**

Role	Hours	Rate (\$/hr)	Subtotal (\$)
Plumbing Engineer	14	235	3,290
Project Manager	2	205	410
<b>Total Estimated Fee</b>			<b>\$3,700</b>

Includes time already expended (6 hours) and additional effort required (8–10 hours) for coordination and documentation.

**Schedule Impact:** None

**Item 3: Audiovisual (AV) Redesign – Additional Services**

**Background**

The Courts have determined that existing AV systems (microphones, cameras, mixers/DSPs, and video conferencing units) will be reused. As a result, the new design will focus solely on evidence presentation systems, excluding recording and camera systems from the contractor’s scope.

This revision ensures compatibility with the Court’s existing infrastructure while eliminating redundant cabling and equipment.

**Scope of Work**

- Revise AV/Telecom drawings for all courtrooms to remove camera and recording systems.
- Retain and coordinate evidence presentation systems only.
- Coordinate cabling between courtrooms, AV closets, and IDF’s (Cat6/shielded audio).
- Update documentation, specifications, and equipment schedules to reflect the OFOI scope.

October 23, 2025  
Page 3

**Fee Summary**

Task Description	AR Practice leader	AR Professional	Sr. Prof. (hrs)	Prof. Supp. (hrs)	Total Hours	Cost (\$)
General Coordination	2	4	6	4	16	2,920
Meetings, Design Coordination	2	4	6	4	16	2,920
Plans and RCPs	0	2	2	6	10	1,450
Equipment List & Specifications	2	0	4	4	10	1,810
Rack Elevations & Diagrams	0	0	2	4	6	870
General Notes & Details	0	4	4	2	10	1,750
Cable & Conduit Schedules	0	0	2	6	8	1,100
Printing, QC Review, Deliverable Coordination	0	2	6	8	16	2,500
New Equipment (Add Alternate)	0	0	2	8	10	1,330
CA Oversight & Shop Drawing Review	4	4	6	10	24	4,140
<b>Totals</b>	<b>10</b>	<b>20</b>	<b>40</b>	<b>56</b>	<b>126</b>	<b>20,790</b>

- Professional Support: \$115/hr
- AR Professional: \$175/hr
- Senior Professional: \$205/hr
- AR Practice leader: \$265/hr

**Schedule Impact:** None

**Summary of Additional Services**

Item	Description	Fee (\$)
1	Statue Design Coordination	9,900
2	Underground Drainage Redesign	3,700
3	Audiovisual Redesign	20,790
<b>Total</b>		<b>\$34,390</b>

Schedule:  
No impact/change in schedule.

Please contact me if you have questions or clarifications related to this proposal. We are looking forward to our continued partnership with the County and Stakeholders on this project.

Sincerely,  
DLR Group



Chris Getz, AIA, LEED BD+C  
Principal | Sr. Project Manager | Justice+Civic Region Leader

cc: Todd Orr

*Proposal for A&E Services for the New Alachua County Civil Courthouse Building (RFP 23-422-DK)*

**Exhibit 10: No Coercion for Labor or Services Affidavit**

**AFFIDAVIT OF NO COERCION  
PURSUANT TO §787.06, FLORIDA STATUTES**

State of Florida

County of Alachua

I, Todd Orr [insert full legal name of the person providing this affidavit],  
as Principal/President [insert corporate title of the person providing this affidavit] of the  
DLR Group [insert full legal name of the Corporation],

having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of on behalf of the DLR Group [insert full legal name of the Corporation].
3. I attest and affirm that DLR Group [insert full legal name of the Corporation] does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

**Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.**

Signed by:  
  
104AF651FC5E473...  
Signature

Todd Orr  
Name Printed

Principal/President  
Title

12/22/2025  
Date Signed

**Exhibit 6: Foreign Countries of Concern Affidavit**


**AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN  
PURSUANT TO 287.138, Florida Statutes**

State of \_\_\_\_\_  
County of \_\_\_\_\_

I, Todd Orr [insert full legal name of the person providing this affidavit], as  
Principal/President [insert corporate title of the person providing this affidavit] of the  
DLR Group [insert full legal name of the Corporation], having  
taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief.
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of on behalf of DLR Group [insert full legal name of the Corporation].
3. I attest and affirm that the following is true and correct:
  - a. DLR Group [insert full legal name of entity] is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes (*i.e.*, People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern).
  - b. The government of a foreign country of concern does not have a controlling interest in \_\_\_\_\_ [insert full legal name of entity].
  - c. \_\_\_\_\_ [insert full legal name of entity] is not organized under the laws of or has its principal place of business in a foreign country of concern.
4. This affidavit is provided to the Alachua County Board of County Commissioners to comply with section 287.138(4) Florida Statutes.

**Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.**

Signed by:  
  
\_\_\_\_\_  
Signature 104AF651FC5E473...

Todd Orr  
\_\_\_\_\_  
Name Printed

Principal/President  
\_\_\_\_\_  
Title

12/22/2025  
\_\_\_\_\_  
Date Signed