

AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this “Agreement”) made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as “COUNTY”) and **Monarch Design Group, LLC**, located at 112 SW 6th Street, Gainesville, FL 32601, possessing FEIN# 86-2126135 (hereinafter referred to as “FIRM”) under seal for the Fire Training Facility - A&E Services, (hereinafter referred to as the “Project”), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as “Party”, collectively “Parties”) hereto agree as follows:

Section 1 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Bid #24Q-279 - Fire Training Facility - A&E Services, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, and Certificate of Insurance.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 2 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

Section 3 – Term. The Work (defined herein) shall commence upon issuance of Notice to Proceed with 15 months to achieve final completion (“Term”). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work, defined herein, will proceed in a timely manner without delays.

Section 4 – Scope of Services. FIRM shall complete the Work for Project 24Q-279, more fully set forth on the Proposal, Exhibit A hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

Section 5 – Compensation. COUNTY shall make payment of Three Hundred and Fifty Four Thousand, Seven Hundred and Fifty Five Dollars with Zero Cents (**\$354,755**), (the “Agreement Price”), to FIRM under COUNTY’s established procedure, upon completion of the Work. There shall be no provisions for pricing adjustments. FIRM agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition.

Section 6 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 7 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 8 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 9 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 10 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE

**PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT
COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

- B. FIRM shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
 - Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
 - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 11 – Indemnification. FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

Section 12 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the FIRM does not own vehicles, the FIRM shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 13 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 14 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 15 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 17 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 18 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- g) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 19 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

Section 20 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 21 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.

- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 22 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
 1. Was entered into or renewed on or after July 1, 2018, and
 2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 25 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

Section 26 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties’ compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 27 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A - The Proposal.**

Section 28 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM’s and COUNTY’s representatives and addresses for notice purposes are:

FIRM: Monarch Design Group, LLC
112 SW 6th Street, Gainesville, FL 32601
CONTACT PERSON: Barnett Chenault | Phone: 352-378-4400

COUNTY: Marion County Facilities Management
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: barnett@monarcharchitecture.com. Designation signifies FIRM’s election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

KATHY BRYANT DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BCC APPROVED: February 18, 2025
24Q-279 | Fire Training Facility - A&E Services

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

MONARCH DESIGN GROUP, LLC

SIGNATURE

PRINTED NAME

BY: DATE

PRINTED:

ITS: (TITLE)

WITNESS:

SIGNATURE

PRINTED NAME

EXHIBIT A

Proposal for Pre-Development Programmatic Analysis



Marion County

FIRE TRAINING FACILITY & FIRE STATION PROTOTYPE PROJECT

Revised January 20, 2025

MONARCH DESIGN GROUP
217 SE 1st Ave #103
Ocala, FL 34471
352-378-4400 PH

MONARCH DESIGN GROUP
112 SW 6th St,
Gainesville, FL 32601
352-378-4400 PH



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SUMMARY

Proposal Details





MONARCH
DESIGN GROUP

Mike Bates
Nicole Raczkowski
Marion County
Facilities Management
2602 SE Eighth St.
Ocala, FL 34471

January 20, 2025

Re: **Pre Design & Programing Service Proposal**
Project Name: Fire Training Facility & Fire Station Prototype
Project # 24Q-279

Dear Nicole,

We enjoyed meeting with you and hearing what you have in mind for your **Fire Training & Fire Station prototype** located **off of NW 63rd Street**. We want you to know that we sincerely appreciate this opportunity to work with you. As requested, we are submitting this proposal for the first design phase. During this phase, we will determine the specific needs of the user group and deliver a final needs assessment along with conceptual design, opinion of probable cost, opinion of design schedule, and other important deliverables which we have listed within this contract. The construction documents for the final project will be under a separate proposal.

PROJECT SCOPE & UNDERSTANDING:

We propose beginning the design process by helping you establish the general programmatic needs, layout, size, and character of this two facilities based upon the initial master plan, but developed further with the directors of the user group.

Our understanding of the scope of work is as follows:

- The project is located at Parcel 13263-000-00 and Parcel 13263-001-00
- The project consists of an approximately 16.4 acre site off NW 63rd Street.
- Our team will conduct interviews and survey to determine exact sizing and needs during this phase.
- The primary focus of this first phase will be to provide a Needs Assessment along with the supporting documentation to move into Schematic Design through Construction Documents at the end of this phase.



Monarch Design Group - Headquarters
112 SW 6th St,
Gainesville, FL 32601



Monarch Design Group - Ocala Office
217 SE 1st Ave Suite 103,
Ocala, FL 34471



352-378-4400
MonarchArchitecture.com
FL License #AR101196



SERVICES & DELIVERABLES PROPOSED:

This phase of the design process includes performing the following services and creating of the following deliverables.

PROGRAMATIC ANALYSIS SERVICES PROPOSED:

1. **PREPARE USER SURVEYS** - deliver a Ocala-specific and project-specific online (digital format) survey. We ask that Fire Rescue and Training, starting with Command level staff for each department, units and divisions fill out the surveys. We suggest giving users a week or two to complete the surveys and schedule in person interviews about a week or more after receiving all surveys.

2. **ATTEND NEEDS ASSESSMENTS INTERVIEWS / VISIONING WORKSHOPS** - Working with the County representative for all departments a total number of groups we intend to interview will be established to develop a schedule. The interviews, usually 45-60 minutes each, will include all applicable department functional units and we will talk to leadership from each distinct department (Fire Rescue and Training). This will provide the basis for the needs assessment but will be checked carefully and reviewed with each department and County administration. We will observe each workplace operations with walking tours of each facility. Understanding unique challenges for each department, such as strengthening recruitment and retention for the Fire Dept or increasing flexibility and efficacy of spaces will be evaluated. The program will address these challenges to prepare these departments for flexibility and growth in the future.

3. **PREPARE NEEDS PROGRAM** - We will fold together the staffing projections that we make with the results of the interviews to create a complete space needs program that lists out all the spaces with sizes matrixed against future staff counts. The department program will be arranged by division, unit, or group. Division, unit, or group and building grossing factors will be used to account for the corridors, wall thicknesses, and non-programmed spaces, such as mechanical and electrical spaces, to account for the approximate future total facility area. We will provide a draft version of the Program for review and provide a final copy that will be included in the final report.

4. **OPERATIONS ASSESSMENT** - We will identify operations workflow ideal for each department and highlight critical adjacencies to improve workflow, security, and staff wellness in the new facility.

5. **FINAL PROGRAM** - We will fold together what we learned through the needs and operations assessments into a complete program statement that projects square footage over current and future timeframes of the County's preferences to best understand current and future needs for each department and the County.





FEE FOR PROFESSIONAL SERVICES:

The fee for these professional services is a lump sum of **\$344,755**.

- Architectural Design \$198,000
- MEP/F Engineering \$7,055 See MEP Proposal and Scope
- Structural Engineering \$3,000 See Structural Proposal and Scope

Additional Services outside standard architectural services provided in this contract:

- Preliminary Civil Engineering \$67,900 See Civil Proposal and Scope
- Preliminary Survey \$43,800 See Civil Proposal and Scope
- Preliminary Geotechnical Testing \$19,600 See Civil Proposal and Scope
- Preliminary Environmental Assessment \$5,400 See Civil Proposal and Scope

Though not expected, in addition to these services, we will carry a 0% contingency fee to address any unforeseen studies/fees that may arise beyond the basic design services listed here.

Contingency @0% N/A

Additional Project fees: N/A

+ Reimbursable Expenses:

Reimbursable expenses will be billed separately and must be pre-authorized in writing by the County. Project expenses are Not To Exceed **\$5,000**.

- Mailing Fees
- Presentation Boards
- Prints
- 3D Printing/Models for Presentation
- Hydrant Flow Test

Travel expenses will be billed separately and are estimated to be **\$5,000**.

Expected travels expenses are:

Lodging and Mileage for out-of-town groups during workshop weeks and requested presentations.

BILLING SCHEDULE:

The Fee For Professional Services is due according to the following billing schedule:

- Program Verification 5%
- Initial Report 25%
- Development Report 30%
- Final Report 30%
- Presentation 10%





HOURLY FEE SCHEDULE:

You've been provided an hourly fee schedule for services by discipline, as well as an explanation of the reimbursement, per diem, travel expenses, and mileage.

EXCLUSIONS

The following services are not included in this phase or of the design process and are not included in the fee listed above.

1. Architectural Drawings and Specifications for permitting or construction
2. Interior Design
3. Measured Drawings
4. Structural, Mechanical, Plumbing and Electrical Engineering Drawings and Specifications for permitting or construction
5. Civil Engineering & Landscape Architectural Drawings and Specifications for permitting or construction

CLIENT SIGNATURE:

This document summarizes our understanding of the scope and responsibilities for this phase of the project. If you have any questions or items you would like to discuss, please feel free to call. If you agree with our proposal, please sign and return this copy to our office.

SIGNATURE

DATE

We thank you again for this opportunity to work with you and want you to know that we are eager and able to start immediately.

Sincerely,

Barnett Chenault

Principal and Lead Architect
Monarch Design Group
FL License #AR101196
FL License #AR101196



ARCHITECTURAL SERVICES

Proposal Details



Proposed Architectural Services

Monarch Design Group's architectural services for the programmatic phase are detailed below.

ARCHITECTURAL DESIGN SERVICES PROVIDED IN THIS PHASE:

- 1. Conceptual Design** - our architects are always ready to share design ideas, and we can provide some initial inspiration and conceptual designs that will allow you to begin to visualize the project.
- 2. Preliminary Code Summary** - we can offer an initial overview of expected codes that will affect your project, and how our design will follow each guideline.
- 3. Opinion of Design Schedule** - We will provide a design schedule roadmap to give you a realistic idea of how long the project will take from initial design through final construction. We will work with you to iron out the schedule and build a trajectory that works for you and your goals.
- 4. Opinion of Probable Cost** - We can provide an initial estimate of total project cost, giving you the best information to help you set a realistic budget. For a more specific and detailed Cost Estimate, you may wish to hire a CMAR directly, with whom we can meet and provide this report, so that they may develop a more detailed cost estimate based on similar projects adjusted current market conditions.
- 5. Detailed Guidebook Summarizing Your Specific Project & the Plan for Next Steps** - a summary of the above work and the highlights of your project will be presented in a stunning, printed design guidebook that's easy to share with stakeholders. Monarch will also provide a digital copy on USB.

PROJECT SCOPE & UNDERSTANDING:

We propose beginning the design process by helping you establish the general programmatic needs, layout, size, and character of the two facilities based upon the initial master plan, but developed further with the directors of the user group.

Our understanding of the scope of work is as follows:

- The project is located at Parcel 13263-000-00 and Parcel 13263-001-00
- The project consists of an approximately 16.4 acre site off NW 63rd Street.
- Our team will conduct interviews and survey to determine exact sizing and needs during this phase.
- The primary focus of this first phase will be to provide a Needs Assessment along with the supporting documentation to move into Schematic Design through Construction Documents at the end of this phase.





PREDESIGN SCOPE FOR FIRE TRAINING FACILITY:

- Coordination of the engineers and subconsultants on the team
- Regular Client Calls (x6)
- Usergroup Visioning Workshops (x3)
- Needs Assessment Interviews
- Prepare Needs Program
- Operations Assessment
- Final Program Document
- Scheduling, Agendas, Minutes,
- Opinion of Probable Cost
- Project Requirements and Building Performance Review (including LEED)
- Existing Conditions Site Review and Analysis
- Site Analysis & Phased Master Plan (3 Options)
- Final Master Plan
- Blocking/Stacking (Digital 3D Conceptual massing)
- Risk / Storm Mitigation Assessment
- Stormwater Review
- Utilities - collect data and Due Diligence
- Geotech
- Phase 1 Assessment
- Backup systems review/narrative
- Pre-app meeting with AHJs
- Pre-design Report
- Architectural Concept Rendering (1)

PREDESIGN SCOPE FOR FIRE STATION PROTOTYPE:

- Coordination of the engineers and subconsultants on the team
- Regular Client Calls (x6)
- Usergroup Visioning Workshops (x3)
- Needs Assessment Interviews
- Prepare Needs Program
- Operations Assessment
- Final Program Document
- Scheduling, Agendas, Minutes, Presentation Prep
- Opinion of Probable Cost
- Project Requirements and Building Performance Review (including LEED)
- Existing Conditions Site Review and Analysis
- Blocking/Stacking (Digital 3D Conceptual massing)
- Risk / Storm Mitigation Assessment





MONARCH
DESIGN GROUP

- Stormwater Review
- Utilities - collect data and Due Diligence
- Geotech
- Phase 1 Assessment
- Backup systems review/narrative
- Pre-app meeting with AHJs
- Predesign Report
- Architectural Concept Rendering (1)

FEE FOR PROFESSIONAL SERVICES:

The fee for these professional architectural services is a lump sum of **\$198,000**.

HOURLY FEE SCHEDULE:

See attached.

EXCLUSIONS

The following services are not included in this phase or of the design process and are not included in the fee listed above.

1. Architectural Drawings and Specifications for permitting or construction
2. Interior Design
3. Measured Drawings
4. Structural, Mechanical, Plumbing and Electrical Engineering Drawings and Specifications for permitting or construction
5. Civil Engineering & Landscape Architectural Drawings and Specifications for permitting or construction

We look forward to getting started!

Sincerely,

Barnett Chenault

Principal and Lead Architect

Monarch Design Group

FL License #AR101196

FL License #AR101196



Monarch Design Group
112 SW 6th St, Gainesville, 32601 FL
FL License #AR101196



352-378-4400
MonarchArchitecture.com



SURVEY, GEOTECH & CIVIL

Proposal Details





January 10, 2025

Mr. Barnett Chenault, President/Managing Partner
Monarch Design Group, LLC
112 SW 6th Street, Gainesville, FL 32601
Gainesville, FL 32601
barnett@monarcharchitecture.com

Re: ***Professional Services Agreement for Marion County Fire Training Facility Site
Marion County, Florida***

Dear Mr. Chenault:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this Letter Agreement (the “Agreement”) to Monarch Design Group, LLC (“Client”) for providing professional engineering services Marion County Fire Training Facility Site (“the Project”) in Marion County, Florida.

Project Understanding

1. Marion County intends to construct a fire training facility and prototype fire station on parcels 13263-000-00 and 13263-001-00, a 16.4± acre site off NW 63rd Street.
2. The Client will serve as the Architect and the County facing Project Manager for the Project. Kimley-Horn, working as a subconsultant to the Client, will serve as the civil engineer for the Project.
3. Based on meetings with Marion County and the Client, the initial design phase of the Project will focus on programming and master site infrastructure planning. Construction Documents, Permitting, and Construction Phase services are not included in this scope and will be provided in a subsequent phase.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Site Programming and Preliminary Design

Kimley-Horn will provide civil related programming and preliminary design services which include:

- A. Collection, processing, and review of site-specific information. Typical items involved in this task include previous plans, permits, development orders, zoning actions and requirements, public hearings, topographic surveys, environmental surveys, geotechnical investigations, traffic studies, utility maps, and other similar items available in the public domain. One site visit is included.
- B. Attendance to one Visioning Workshop with the Client and County.
- C. Development of up to 3 Test Fit Plans delivered as PDF files. These test fits will rely on boundary and topographic information provided by the surveying subconsultant and will be based on building

footprints to be provided by the Client. The Test Fit Plan will consist of a single, full-sized plan sheet (24"x36") and show the horizontal layout of the Project including conceptual buildings, site landscape buffers and building setbacks, driveways, conceptual stormwater pond location, and vehicle parking that conforms to the Marion County Land Development Code (LDC).

- D. Preparation of Preliminary Civil Plans (delivered as PDF files) based on the Test Fit Plan that is preferred by the Client and County. The plan sheets will include:
 - 1) Preliminary Demolition Plan
 - 2) Preliminary Geometry Plan
 - 3) Preliminary Grading and Drainage Plan
 - 4) Preliminary Utility Plan
 - 5) Preliminary Offsite Utility Extension Plan
- E. Preliminary Stormwater Design and Floodplain Calculations. These calculations will rely on soils information provided by the geotechnical consultant.
- F. Potable Water and Sanitary Sewer Demand Estimates for the Project based on the building sizes and other programming information to be provided by the Client.
- G. Trip Generation Calculations.
- H. Attendance to up to 4 project coordination meetings.
- I. Miscellaneous coordination with consultants, stakeholders, and authorities having jurisdiction (AHJ).
- J. Preparation of up to 3 Opinions of Probable Cost
- K. Preparation of the Civil related portions of the Development Report
- L. Tree Mitigation Report

Task 2 - Surveying Services

Kimley-Horn will procure the following services through a local surveying subconsultant:

- A. Boundary Survey of the Project
- B. Topography with 100' Overlap
 - 1) Surveyor will establish horizontal and vertical control points.
 - 2) Vertical datum will be on NAVD 1988
 - 3) State Plane Coordinates
 - 4) 1' contour intervals and spot elevations
 - 5) Locations of existing above ground improvements and visible utilities

- 6) Locations of trees 10" or larger within boundary.
 - 7) Horizontal and Vertical data will meet or exceed Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050-052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes
- C. Route Survey of NW 63rd Street from Project site to NW 44th Ave including the full NW 63rd Street right of way and excluding I-75 right of way.

Task 3 – Geotechnical Testing and Report

Through a local subconsultant, Kimley-Horn will provide the following geotechnical services:

- A. Eight standard penetration test (SPT) soil borings to depths of 30 feet below existing site grade in the proposed building areas.
- B. Six soil borings to depths of 10 feet below existing site grade in the proposed pavement areas.
- C. Four soil borings to depths of 20 feet below existing site grade in the proposed drainage retention area.
- D. Four field horizontal and four field vertical permeability tests in the proposed drainage retention area.
- E. Four fillable porosity tests in the proposed drainage retention area.
- F. Limited path clearing services to access the proposed soil boring locations.
- G. A report will be issued presenting the findings, evaluations, and recommendations to aid in the foundation design of the proposed building areas. The report will also include the findings including estimated seasonal high water table levels, depths to confining layers, and permeability rates to guide design of the drainage retention area.

Task 4 – Environmental Assessment

Through a local subconsultant, Kimley-Horn will provide the following environmental services:

- A. Prepare a limited environmental assessment narrative of the Project limits in accordance with Marion County Land Development Code requirements. The environmental assessment will include a site visit by an environmental scientist to identify any potential species impacts or potential wetland area, documentation and analysis of various Vegetative Communities, Wildlife, likelihood of occurrence for wildlife listed as Endangered, Threatened or Species of Special Concern, Soils, and native wildlife habitats found on site.
- B. Provide a summary letter of findings to the Client. Any services pertaining to permitting of species removal or mitigation are not included in this scope of services and would be an Additional Service.

Task 5 – Preliminary Permit Coordination

Kimley-Horn will perform preliminary permit coordination. Specific meetings associated with this task include:

- A. Initiating and documenting a pre-application meeting with Marion County Development Review Committee (DRC) staff.
- B. Initiating and documenting a St. Johns River Water Management District (SJRWMD) Pre-Application Meeting.
- C. Initiating and documenting a meeting with Marion County Utilities.
- D. Initiating and documenting a pre-application meeting with Florida Department of Transportation for Utility Permit coordination.

Meeting minutes will be provided for all meetings.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided by Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives.

Schedule

Kimley-Horn will provide our services as expeditiously as practicable with the goal of meeting a mutually agreeable schedule.

Fee and Expenses

Kimley-Horn will perform the services in Task 1-5 for the total lump sum fee below.

<i>Task Description</i>	<i>Lump Sum Fees</i>
Task 1 – Site Programming and Preliminary Design	\$63,400.00
Task 2 – Surveying Services	\$43,800.00
Task 3 – Geotechnical Testing and Report	\$19,600.00
Task 4 – Environmental Assessment	\$5,400.00
Task 5 – Preliminary Permit Coordination	\$4,500.00
Total Lump Sum Fee	\$136,700.00

All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client’s behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to **MONARCH DESIGN GROUP, LLC**.

To expedite invoices and reduce paper waste, Kimley-Horn submits invoices via email in a PDF. A paper copy can be provided via USPS mail upon request. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return it to us. We will commence services only after we receive a fully executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

Please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in a delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



By: Scott E. Weeks, P.E.
Project Manager



Joseph C. London, P.E.
Vice President

Attachments: Request for Information; Standard Provisions

MONARCH DESIGN GROUP, LLC

(Signature)

(Name)

(Title)

(Date)

(Email)

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REQUEST FOR INFORMATION

Please return this information with your signed contract; failure to provide this information could result in a delay in starting the Project.

Client Identification

Full, Legal Name of Client						
Mailing Address for Invoices						
Contact for Billing Inquiries						
Contact's Phone and e-mail						
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated Owner	to <input type="checkbox"/>

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners.

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others

on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20) PURSUANT TO FS 558.0035, EMPLOYEES OF KIMLEY-HORN MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

MECHANICAL, ELECTRICAL & PLUMBING

Proposal Details





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

January 10, 2025

Aubrey Zaffke
Monarch Design Group
112 SW 6th Street
Gainesville, FL 32601

Re: Engineering Services Proposal
Marion County Fire Campus
Monarch Project Number: TBD
MG Project Number: 24079

Dear Aubrey:

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: Marion County Fire Department
Type: Fire Rescue
Systems: HVAC, Plumbing, Fire Protection, Electrical, Low Voltage
Total Fee: \$7,055.00
Schedule: 45 Days upon receipt of NTP

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 Fire Rescue Training Facility and Prototype Fire Station.

D. Engineering Scope

Our engineering scope will include the following:

1. HVAC Narrative: Generic HVAC system description for cooling, heating and ventilation of project spaces.



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

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

Electrical		3	2		3	
Subtotal Time (Hours)	2	14	20	0	15	
Rate per Hour	\$200	\$170	\$150	\$110	\$85	TOTAL
Subtotal Cost	\$400.00	\$2380.00	\$3000.00	\$0.00	\$1275.00	\$7055.00

I. Invoicing

We will invoice you for each design deliverable upon submission. We will invoice you based on the tasks listed below:

Task 110 Submittal of Design Narrative \$7,055.00

J. Agreement

This proposal represents the entire agreement between Monarch Design Group and Mitchell Gulledge 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 Gulledge 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,

Accepted By:

Craig Gulledge, PE, CxA, LEED AP BD+C
 Principal

Aubrey Zaffke

Date

STRUCTURAL ENGINEERING

Proposal Details



CASE Document 1-2015
An Agreement for the Provision of Limited Professional Services©
Prepared by the Council of American Structural Engineers

December 19, 2024

Monarch Design Group Architects
1628 NW 6th Street
Gainesville, Florida 32609
Attention: Barnett Chenault

Snell Engineering Consultants
1517 State Street, Suite 202
Sarasota, FL 34236
Attention: Curtis G. Ross, II, PE

Reference: Fire Training Facility & Prototype Fire Station Structural Narrative
P24-SAR-0210

SCOPE OF SERVICES

The scope of work includes providing a structural narrative for a new fire station in Marion County. For proposal purposes, we assume that the building will have load-bearing masonry walls supporting bar joists at the roof. Foundations are assumed to be shallow-spread concrete footings. Our scope of work does not include any meetings, and no drawings will be provided. We expect the next proposal we provide will be for the full scope of work, including design drawings done in Revit.

Snell Engineering Consultants would be pleased to provide Structural Engineering services to you as follows, based upon the above-described scope:

Task Name	Amount
Structural Narrative	\$ 3,000

We trust that the described scope of services and fee figures meet your expectations. Please do not hesitate to call should you need additional information or clarification. Thank you again for the opportunity to work with you on this project.

SCHEDULE OF 2024 HOURLY RATES

Principal (Registered Engineer):	\$ 275
Senior Project Manager:	\$ 215
Project Manager:	\$ 205
Senior Project Engineer:	\$ 185
Project Engineer (EI):	\$ 165
BIM Specialist:	\$ 120
Accounting:	\$ 110
Administrative	\$ 100
Clerical:	\$ 95
Prints:	\$ 0.25/s.f.
Photocopies (black & white):	\$ 0.10/page
Photocopies (color):	\$ 0.60/page
Mileage:	\$ 0.67/mile
All Other Expenses	Cost + 15%

Offered by (SE):

Accepted by (Client):



(signature)

(signature/title/date)

Curtis G Ross, II/ President

(printed name/title)

(printed name/title)

The terms and conditions on the attached form are part of this agreement.