

TASK ORDER TO THE AGREEMENT

In accordance with the Architectural Services Agreement, approved by the Board of County Commissioners on October 20, 2020 (the "Agreement") for work within the scope of Solicitation 20Q-170-TO-29 Marion County Belleview Health Department, this Task Order to the Agreement (this "Amendment") is made and entered into between Monarch Design Group LLC whose address 112 SW 6th Street, Gainesville, FL 32601, and possessing FEIN# 86-2126135 ("FIRM") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471 ("COUNTY").

WITNESSETH

WHEREAS the parties wish to amend the Agreement as set forth below; and;

IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. This Amendment shall be deemed to amend and become a part of the Agreement in accordance with the original Solicitation and Agreement for Architectural Services under 20Q-170.
2. FIRM's services and performance will be in accordance with the Scope of Work and Fee Schedule, Exhibit A hereto. The total cost for the Project will not exceed Four Hundred Forty-Three Thousand Nine Hundred Twenty Dollars and Zero Cents (\$443,920.00). All Work shall proceed in a timely manner without delays. **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence of this Firm. The 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.
3. **Attorney's Fees:** If a civil action or other legal proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of the Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, a reasonable attorneys' fees for litigating the issue of the amount of fees to be awarded, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges that would be reasonably billed by the attorney to the prevailing party. Such award is limited to only those instances involving a legal proceeding, not a collection effort.

(Remainder of page is intentionally left blank)

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

SUB-
ATTEST:
FLORIDA

MARION COUNTY, A POLITICAL
DIVISION OF THE STATE OF

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: May 6, 2025
20Q-170-TO-29
Marion County Belleview Health Department`

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

MONARCH DESIGN GROUP LLC

SIGNATURE

PRINTED NAME

BY: DATE

PRINTED:

ITS: (TITLE)

WITNESS:

SIGNATURE

PRINTED NAME



February 04th, 2025

Mike Bates
Assistant Director
Facilities Management
Marion County Board of County Commissioners
2602 SE Eighth St.
Ocala, FL 34471
Direct: 352-671-8748

Re: **Construction Documents Proposal**
Project Name: Marion County – Belleview Health Building

Dear Mike,

We enjoyed meeting with you and hearing what you have in mind for your Health Department project. We want you to know that we sincerely appreciate this opportunity to work with you. As requested, we are submitting this proposal for Construction Documents, with the goal of creating the required drawings for permit submittal. Our understanding of the scope and our responsibilities for this phase of the project are as follows.

PROJECT SCOPE & UNDERSTANDING:

We are proposing to continue the design process based upon the Concept we arrived at during our initial discussions. Our next steps are to begin the design conversations that will ultimately lead us to Construction Documents which will be used for permitting and the start of construction.

Under this agreement, we will be responsible for providing the following under the basic architectural service package:

- Architectural design phase services
- Mechanical Engineering Services
- Electrical Engineering Services
- Plumbing Engineering Services
- Structural Engineering services
- Signed and Sealed drawings as needed to submit for a building permit.
- Bidding and Construction Phase Services

In addition to these basic architectural services, we will also be providing:

- Civil Engineering
- Geotechnical Engineering
- Survey
- Photometric

SERVICES & DELIVERABLES PROPOSED:

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

CONSTRUCTION DOCUMENTS SERVICES PROPOSED:

1. Schematic Design – The first step will be to clarify and elaborate on the ideas and goals you have expressed, and any other thoughts and images you have assembled. We will gather the information pertaining to the applicable building codes, utilities and site to determine the parameters for the project. We will also look at the siting of the building and see how the project's various elements should relate to the site. These drawings will consist of plans and elevations, 3-D models, and sketches to convey the architectural character of the design.
2. Design Development – Using the schematic phase drawings completed in the previous phase, we will complete the design to the point where the engineering of the building systems can begin. We will submit plans, sections, interior and exterior elevations, as well as finish door and window schedules for your review. At this time, we will also begin discussing finishes and fixtures under our Interior Design services if requested. We will review any proposed structural and MEP systems with you prior to engineering.
3. 100% Construction Documents – This will be the final design phase in which the design drawings are completed and translated into construction documents. Architectural details will be added along with the finalized structural and MEP system designs. We will coordinate our designs with that of the civil engineers, landscape architects, and other design consultants. Before finalizing the drawings and calculations we will submit a completed set of drawings and meet with you to verify compliance with design intent. Following that we will provide documents as needed for bidding and submitting a building permit for application.
4. Permit Documents - We will provide signed and sealed drawings and calculations as required for a building permit application.
5. Construction Administration – We will provide services as required to verify compliance with the Construction Documents, including documented observations of the work, payment application review, shop drawing and submittal review, and responses to requests for information. We will also make required documentation of any approved changes in the work, and issue field directives as needed. We will provide a Substantial Completion Inspection with a punch list, followed by an inspection of the work at Final Completion. We will review the contractor's submittals at the close-out of construction. rated.

DESIGN & OTHER SERVICES PROVIDED:

FEE FOR PROFESSIONAL SERVICES:

The fee for these professional services is a lump sum of **\$438,920**.

- | | | |
|--------------------------|------------|-----------------------------------|
| • Architectural Design | \$2,65,540 | |
| • MEP/F Engineering | \$93,980 | See MEP Proposal and Scope |
| • Structural Engineering | \$10,500 | See Structural Proposal and Scope |

Additional Services outside standard architectural services provided in this contract:

Civil Engineering	\$49,050	See Civil Proposal and Scope
Survey	\$7,950	See Civil Proposal and Scope
Geotechnical	\$6,900	See Civil Proposal and Scope
Photometrics	\$5,000	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:

All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Monarch Design Group to advance any such project fees on the Client's behalf, an invoice for such fees, with a 15% markup, will be immediately issued to and paid by the Client.

N/A

+ Reimbursable Expenses:

Reimbursable expenses will be billed separately and must be pre-authorized in writing by the county. Project expenses are estimated to be **\$5,000**.

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

Travel expenses will be billed separately and are estimated to be **N/A**.

Expected travels expenses are:

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

BILLING SCHEDULE:



MONARCH
DESIGN GROUP

The Fee For Professional Services is due according to the following billing schedule: (Note: Hourly Breakdown Calculated to the nearest percentage)

- | | |
|-------------------------------|-----|
| • Program Verification | 5% |
| • Schematic Design | 25% |
| • Design Development | 30% |
| • Construction Documents | 30% |
| • Construction Administration | 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. Monarch Design Group's Hourly Fee Schedule is a part of this proposal.

EXCLUSIONS

The following services are not included in this phase or of the design process and are not included in the fee listed above, but may be added if desired.

1. Enhanced Landscape Architectural Design
2. Environmental Studies
3. Inspections
4. Construction Material Testing
5. Hazardous Material Assessment
6. Accelerated/Fast-Track Construction Document Services
7. Building Systems Commissioning
8. Record Documents

These services are provided under sub-consultant contracts:

9. Security Design/Fire Protection
10. AV/Telecommunications



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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



MONARCH
DESIGN GROUP

20Q-170-TO-29
EXHIBIT A - SCOPE OF WORK AND SCHEDULE OF VALUES

Re: Construction Document Scope, Tasks, and Fees

Work Task Breakdown by Personnel

DELIVERY PHASES		TEAM MEMBER		TEAM LEADER		PROJECT MANAGER		PRINCIPAL		
		\$ 120.00		\$ 180.00		\$ 220.00		\$ 240.00		
PROGRAM VERIFICATION	5%	\$ 5,280	44	\$ 3,960	22	\$ 2,640	12	\$ 1,440	6	
SCHEMATIC DESIGN	25%	\$ 26,640	222	\$ 19,800	110	\$ 13,420	61	\$ 6,720	28	
DESIGN DEVELOPMENT	30%	\$ 31,920	266	\$ 23,940	133	\$ 15,840	72	\$ 7,920	33	
CONSTRUCTION DOCUMENTS	30%	\$ 31,920	266	\$ 23,940	133	\$ 15,840	72	\$ 7,920	33	
CONSTRUCITON ADMINISTRATION	10%	\$ 10,560	88	\$ 7,920	44	\$ 5,280	24	\$ 2,640	11	
TOTAL	100%	\$ 106,320		\$ 79,560		\$ 53,020		\$ 26,640		\$ 265,540



December 16, 2024
Revised February 4, 2025

Mr. Barnett Chenault, President/Managing Partner
Monarch Design Group, LLC
1628 NW 6th Street
Gainesville, FL 32609
barnett@monarcharchitecture.com

RE: ***Professional Services Agreement
Marion County Department of Health Building
Bellevue, Florida***

Dear Barnett:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to Monarch Design Group, LLC (the "Client") for providing professional engineering services for design and permitting of the Marion County Department of Health Site Plan (the "Project") in Bellevue, Florida.

Project Understanding

1. Kimley-Horn understands that the Client wants to design a new one-story $\pm 10,500$ square foot (sf) health clinic together with required improvements in the southern portion of the Marion County Department of Health site located on Parcel 37906-000-01. Kimley-Horn is providing this Agreement to provide professional engineering services in connection with this development. Our services shall be performed in accordance with Marion County (County) criteria.
2. The following services will be provided by other professionals under separate Agreements with the Client:
 - a. Building architecture services
 - b. Legal services

Scope of Services

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

Task 1 – Preliminary Design

- A. Kimley-Horn will prepare a Conceptual Site Plan for this project, which will show a $\pm 10,500$ sf pre-engineered metal building in the southern portion of the Marion County Department of Health (MCDH) site. Kimley-Horn will provide up to two conceptual layout plans for the Project.
- B. Kimley-Horn will attend one Pre-Application meeting with County Staff to discuss the Project.

Task 2 - Surveying Services

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

- A. Surveyor will establish horizontal and vertical points.
 - 1) Vertical datum – NAVD-88
- B. Surveyor will provide a topographic survey with the following:
 - 1) Topography with 1' contour intervals, and spot elevations
 - 2) Locations of existing improvements and visible utilities
 - 3) Locations of trees 10" or larger within boundary.

Task 3 – Geotechnical Testing and Report

- A. Kimley-Horn will hire a geotechnical subconsultant to perform the following geotechnical services. The geotechnical subconsultant will:
 - 1) Perform 6 standard penetration test (SPT) soil borings to depths of 30 feet below existing site grade in the proposed building areas.
 - 2) Perform 4 soil borings to depths of 10 feet below existing site grade in the proposed roadways/parking areas.
 - 3) Perform 4 soil borings to depths of 20 feet below existing site grade in the proposed drainage retention areas.
 - 4) Perform 2 field horizontal and 2 field vertical permeability tests in the proposed drainage retention area.
 - 5) Prepare a report to present geotechnical findings, evaluations, and recommendations to aid in the foundation design of the proposed building areas. The report will also include estimated seasonal high water table levels, depths to confining layers, and permeability rates to guide design of the drainage retention area.

Task 4 – Civil Site Design and Permitting

- A. Kimley-Horn will prepare civil engineering infrastructure plans for the Project improvements. The plans will assume a single phase of construction activities. Building architecture plans, including all infrastructure connections (water, sewer, electric, gas, roof drains, etc.) will be made available to Kimley-Horn in electronic AutoCAD format at the time of our design work. Design of common areas (if any) will be provided by the Client.
- B. Kimley-Horn will provide responses to up to two rounds of comments from County staff regarding the construction plan application.
- C. Kimley-Horn will prepare one Environmental Resources Permit Application to the St. Johns River Water Management District (SJRWMD) and respond to one review comment letter.
- D. Kimley-Horn will prepare one set of final site plans and permits for delivery to the Client. This Agreement does not include bid packages or bid administration, but these can be provided as an Additional Service if requested by the Client.

Task 5 – Photometric Plan

- A. Kimley-Horn will develop a code minimum photometric lighting plan for one parking lot configuration for the Marion County Department of Health Site Plan. The plan will be limited to fixture design, pole locations, and photometrics within the pavement area. The photometric and luminaire details will be depicted on a single plan sheet layout per the City of Belleview Land Development Code lighting requirements. Kimley-Horn will prepare one intermediate design progress set for Client review and comment and one set at a level suitable for construction.
- B. If comments from Client review require changes to the parking lot configuration and impact pole placement or changes to agreed-upon criteria that result in a reanalysis, the new lighting design will be considered an additional service. Circuit design and any other electrical design will be considered additional services, if required.

Task 6 – Limited Construction Phase Services

During construction of the Project Kimley-Horn will provide the construction phase services specifically stated below:

- A. *Pre-Construction Conference.* Kimley-Horn will attend a Pre-Construction Conference prior to commencement of construction activity.
- B. *Visits to Site and Observation of Construction.* Kimley-Horn will make up to six visits as directed by Client to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation.

Kimley-Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- C. *Clarifications and Interpretations.* Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- D. *Shop Drawings and Samples.* Kimley-Horn will 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. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
- E. *Substantial Completion.* Kimley-Horn will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items except for those identified on a final punch list.
- F. *Final Notice of Acceptability of the Work.* Kimley-Horn will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge,

information, and belief based on the extent of its services and based upon information provided to Kimley-Horn.

Following completion of all work, and receipt of signed and sealed as-built surveys and testing reports, Kimley-Horn will prepare agency permit certifications to the following agencies and submit them for processing:

- 1) City of Belleview
- 2) SJRWMD

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement, though they can be provided upon request of the Client and execution of a contract amendment:

1. Structural engineering, signage design, etc.
2. Traffic Study
3. Off-site improvements design & permitting
4. Landscape architecture services
5. Electrical design
6. Future phases of development beyond those indicated in the scope
7. Construction phase support beyond the scope described above
8. Any professional design service not specifically described in the above scope of services is not included in this Agreement.

Additional Services

If authorized by the Client, any services not specifically provided for in the above scope may be provided as additional services and performed at our then current hourly rates.

Schedule

We 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 Scope of Services for the fees shown in the table below.

Task Description	Fees
Task 1 – Preliminary Design	Lump Sum; \$4,900.00
Task 2 – Surveying Services	Lump Sum; \$7,950.00
Task 3 – Geotechnical Services	Lump Sum; \$6,900.00
Task 4 – Civil Site Design and Permitting	Lump Sum; \$34,900.00
Task 5 – Photometric Plan	Lump Sum \$5,000.00
Task 6 – Limited Construction Phase Services	Lump Sum; \$9,250.00
Total Lump Sum	\$68,900.00

Kimley-Horn will perform Tasks 1 – 6 for the lump sum fee of \$68,900. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost.

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, a separate 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 on the overall percentage of services performed. Reimbursable expenses will be invoiced based on expenses incurred. 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, "Consultant" 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 an Adobe PDF format. A paper copy can be provided via USPS 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: Nathan L. Dodge, P.E.
Project Manager


Joseph C. London, P.E.
Senior Project Manager

Attachments: Request for Information; Standard Provisions

MONARCH DESIGN GROUP, LLC

(By: Signature)

(Name: Print or Type)

(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 delay in starting your 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		Agent for Owner		Unrelated Owner to

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

EXHIBIT A - SCOPE OF WORK AND SCHEDULE OF VALUES

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.

EXHIBIT A - SCOPE OF WORK AND SCHEDULE OF VALUES

- 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.

January 24, 2025

Brailyn Richard
Monarch Design Group
112 SW 6th St
Gainesville FL 32601

Sent Via-E Mail

brailyn@monarcharchitecture.com

Re: Marion County Belleview Health Clinic

H2E Job #: 25-010

Professional Engineering Services Proposal

Dear Brailyn,

H2Engineering is pleased to submit this proposal to perform professional engineering services for the referenced project as outlined in Exhibit A of the attached Agreement.

Should you choose to use standard "A.I.A." or other forms of agreement to contract for services with H2Engineering; then the attached agreement shall be appended to that agreement to reflect H2Engineering's intent on services.

Please let me know if you have any questions or need additional information. We look forward to working with you on this project.

Sincerely,

H2Engineering, Inc.



Ryan Chewning , P.E.

Principal

Attachments:

Consultant Agreement

Exhibit A – Scope of Services

Exhibit B – Compensation

THIS CONSULTANT AGREEMENT (this “Agreement”) dated January 24, 2025.

Between

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

(the “CLIENT”)

-and-

H2Engineering, Inc. of 114 East 5th Avenue, Tallahassee, Florida 32303

(the “ENGINEER”)

BACKGROUND

Consultant’s Discipline: Mechanical, Electrical, and Plumbing Engineering

Owner: Florida Department of Health (the “OWNER”)

The agreement is for scope of services described herein provided by the ENGINEER for compensation by the CLIENT for the following project.

Marion County Belleview Health Clinic

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

1 SCOPE OF SERVICES

- .1 The CLIENT hereby agrees to engage the ENGINEER to provide the scope of services (hereinafter called the “Services”) described in Exhibit A; the ENGINEER shall not have any duties or responsibilities for any other scope of services not described in Exhibit A. The ENGINEER hereby agrees to provide such services to the CLIENT.
- .2 If applicable and per approval of the CLIENT, the ENGINEER may retain sub-consultants to perform specified tasks as indicated in Exhibit A.
- .3 Drawings, specifications and other documents, including those in electronic form, prepared by the ENGINEER are Instruments of Service for use solely with respect to this Project. ENGINEER shall be deemed the author and owner of the ENGINEER’s Instruments of Service and shall retain all common law, statutory

and other reserved rights, including copyrights. ENGINEER grants to the CLIENT and OWNER a nonexclusive license to reproduce applicable portions of the ENGINEER's Instruments of Service solely for purposes of constructing, using and maintaining the Project. Any unauthorized use or modification of the ENGINEER's Instruments of Service shall be at the sole risk of the CLIENT and without liability to the ENGINEER.

- .4 The ENGINEER shall provide the number of site visits as indicated in Exhibit A during the construction phase of the Project.

2 COMPENSATION

- .1 For the services rendered by the ENGINEER as required by this Agreement, the CLIENT will pay to the ENGINEER compensation amounting to the lump sum fee indicated in Exhibit B.
- .2 This compensation will be payable to the ENGINEER per payment schedule in Exhibit B.
- .3 Additional Services
 - .a For additional or non-customary services not included in this Agreement requested by the CLIENT and rendered by the ENGINEER, the CLIENT will pay to the ENGINEER compensation on a man-hour basis at the ENGINEER's standard billing rates or a lump sum compensation agreed to by both CLIENT and ENGINEER.
 - .b Unless specifically included in the Basic Services scope description outlined in Exhibit A, Additional Services include but are not limited to the following:
 - 1. Services necessitated by a change in the initial information, previous instructions or approvals given by the OWNER/CLIENT, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement or delivery method;
 - 2. Site visits in excess of the number indicated in Exhibit A.
 - 3. Services necessitated by the OWNER'S request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED or another green building design certification;
 - 4. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
 - 5. Services necessitated by decisions of the OWNER/CLIENT not rendered in a timely manner or any other failure or performance on the part of the Owner or the Owner's consultants or contractors;

6. Preparing digital data for transmission to the OWNER'S/CLIENT'S consultants and contractors, or to other authorized recipients;
 7. Preparation for, and attendance at, a public presentation, meeting or hearing;
 8. Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the ENGINEER is party thereto;
 9. Evaluation of the qualifications of bidders or persons providing proposals; or
 10. Consultation concerning replacement of work resulting from fire or other cause during construction.
- .c The ENGINEER will provide the additional services only after written Agreement is received from the CLIENT authorizing those services.
- .d Compensation for additional services will be payable monthly for completed services or as outlined in a separate additional services proposal.
- .e Additional services provided after execution of this Agreement will not invalidate any portion of the Agreement and are subject to all applicable provisions of this Agreement. The written agreement for additional services will be amended to this Agreement.
- .4 Redesign
- .a Notwithstanding any other term of this Agreement, if ENGINEER has any duty to design the project within a construction budget, its duty shall be limited to responsibilities that are reasonably within its direct control, thereby excluding matters that are beyond the control of ENGINEER, including, but not limited to:
1. Unanticipated rises in the cost of labor, materials, or equipment.
 2. Changes in market or negotiating conditions.
 3. Errors or omissions in cost estimates prepared by others.
 4. Negligent acts, errors, or omissions by others.
 5. Rejection of suggested value engineering strategies.
- .b If OWNER or CLIENT elect to not make accommodations to maintain the project within the construction budget after being notified by the ENGINEER of budgetary concerns, the ENGINEER shall not be responsible for any redesign efforts without additional compensation.

- .c Therefore, any such redesign effort required of ENGINEER necessary to maintain the project within the construction budget that is not due specifically to the negligent act, error, omission, or willful misconduct on the part of ENGINEER shall require an increase to the compensation of ENGINEER.
 - .d If OWNER or CLIENT elect not to provide additional compensation to ENGINEER for redesign efforts, the ENGINEER may elect not to provide redesign efforts. However, the ENGINEER shall not lose its right to compensation for work already performed.
- .5 Value Engineering
- .a If Value Engineering is required, the ENGINEER shall cooperate with the CLIENT and OWNER during the design phase to meet the construction budget. Value Engineering suggestions will be coordinated at the Design Development Phase, up to and including the 50% Construction Document Phase.
 - .b If additional Value Engineering is required following the 50% Construction Document Phase, then any such Value Engineering or redesign efforts required of ENGINEER shall require an increase to the compensation of ENGINEER.
- .6 If there are extended delays in excess of 120 days from execution date of this Agreement due to no fault of the ENGINEER, the ENGINEER reserves the right to renegotiate the basis for compensation with the CLIENT considering changes in price indices and pay scales applicable to the period when services are in fact being rendered.
- .7 Invoices are due and payable upon receipt.
- .8 To cover the costs in carrying receivables more than sixty (60) days after receipt of invoice and so long as the services for which payment is sought have been provided in accordance with this Agreement, CLIENT agrees to pay a charge of 1-1/2 percent per month on any portion of its account remaining unpaid. Should it become necessary that an unpaid invoice be referred to ENGINEER'S attorneys for collection, it is agreed that CLIENT will pay the attorney's reasonable fee for such work as well as any litigation costs. ENGINEER will be entitled to discontinue all services until all invoices sixty days or more past the invoice date have been paid by the CLIENT.
- .9 Deductions shall not be made from ENGINEER fees on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the project, other than those for which Consultant is legally responsible, in accordance with these terms and the scope of work and Scope of Services outlined herein.

3 CLIENT RESPONSIBILITIES

- .1 CLIENT hereby agrees to provide complete information concerning project requirements, including any special or extraordinary consideration for the project and/or special services required in a timely manner to allow ENGINEER to execute his services within the CLIENT'S schedule.

- .2 The CLIENT hereby agrees to provide tests, surveys, analyses, reports and the instruments of service of other CLIENT's consultants that are required for proper execution of the ENGINEER's services.
- .3 CLIENT hereby agrees to provide any pertinent existing data, including but not limited to the following documents.
 - .a Tests, surveys, analyses, reports or similar associated with the facility.
- .4 CLIENT hereby agrees to provide, in a timely manner, detailed layout drawings showing utility connection locations, utility consumption and heat loads of equipment for systems laid out, designed, specified or furnished by others. These systems include but are not limited to the following space types.
 - .a Medical and/or dental facilities
- .5 CLIENT hereby agrees to confer with the ENGINEER prior to issuing interpretations or clarifications of the ENGINEER's Instruments of Service.
- .6 CLIENT hereby agrees to provide ENGINEER with updated AutoCAD or Revit (Release 2023 or later) building BIM model or architectural background drawings and site drawings and subsequent changes thereof, in a timely manner, to allow ENGINEER to complete work prior to submission of each required document submittal to the OWNER and progress prints during project design at the CLIENT's expense.
- .7 CLIENT shall advise ENGINEER in writing, prior to first submission of budgetary limitations for the overall Project Cost or Construction Cost. The ENGINEER will endeavor to design within those limitations. The ENGINEER does not guarantee that cost opinions will not differ materially from negotiated prices or bids. If CLIENT wishes greater assurance as to probable Construction Costs a formal estimate by an independent professional cost estimator, who is a full member of the American Society of Professional Estimators, should be provided.
- .8 CLIENT hereby agrees to provide ENGINEER a copy of the contractor's monthly pay request including a copy of the "Schedule of Values," A.I.A. Document G702 each month after award of Contract.
- .9 CLIENT hereby agrees to provide the ENGINEER with contract documents (plans and specifications) in bookmarked PDF file format, including all addenda at each submittal phase.
- .10 CLIENT hereby agrees to provide the ENGINEER with copies of all Field Orders, Supplemental Instructions, shop drawings related to ENGINEER's Services, and all revisions to the construction documents in bookmarked PDF file format.
- .11 The CLIENT shall promptly notify the ENGINEER if the CLIENT becomes aware of any errors, omissions, or inconsistencies in the ENGINEER's Services.

4 ENGINEER RESPONSIBILITIES

- .1 The ENGINEER agrees to inform the CLIENT of appropriate tests, surveys, analyses, reports, and the services of other CLIENT's consultants that are required for proper execution of the ENGINEER's services. ENGINEER agrees to make a good faith effort to inform the CLIENT of required tests, surveys, analyses, reports, and other services as indicated in this proposal. Due to the complexity of engineered systems, unforeseen project conditions and scope development - additional tests, surveys, analyses, reports and other services which could not have been anticipated at the time this agreement was accepted may be required at no expense to the ENGINEER.
- .2 The ENGINEER agrees to coordinate its services with those of the CLIENT and other CLIENT's consultants to avoid unreasonable delay in the progress of the CLIENT's or other consultant's services.
- .3 The ENGINEER agrees to coordinate all aspects of its Services with that of the CLIENT and other consultants to the extent made possible by information provided to the ENGINEER by the CLIENT. The ENGINEER shall not be responsible for any lack of coordination stemming from revisions to the Project or other information not provided to the ENGINEER in a timely manner to allow inclusion in the ENGINEER's Instrument of Service.
- .4 The ENGINEER shall not be responsible for the acts of omissions of the CLIENT, CLIENT's consultants, Contractor, Subcontractors, or other persons performing services for the Project. The ENGINEER agrees to provide prompt notice to the CLIENT if the ENGINEER becomes aware of any errors, omissions, or inconsistencies in the services or information provided by the CLIENT or CLIENT's consultants.
- .5 The ENGINEER agrees to provide interpretations of its Instruments of Service upon request by the CLIENT.
- .6 The ENGINEER agrees to provide recommendations on claims, disputes, and other matters in question between the Owner and Contractor relating to the execution of the ENGINEER's Services as indicated in the Contract Documents.
- .7 The ENGINEER agrees to assist the CLIENT in determining if the CLIENT shall accept work associated with the ENGINEER's Services per conformance with the Contract Documents.
- .8 The ENGINEER agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the CLIENT, which the ENGINEER has obtained, except as may be necessary or desirable to further the business interests of the CLIENT. This obligation will survive indefinitely upon termination of this Agreement.
- .9 The ENGINEER will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the CLIENT.

5 CONTRACT DISPUTES

- .1 In the event the CLIENT fails to make a payment when it is due, or if the CLIENT and ENGINEER disagree as to whether the CLIENT has failed to make payment, the ENGINEER shall be entitled to suspend performing services under the contract until the dispute has been resolved or the CLIENT places a sum equal to the amount in dispute in an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the parties in accordance with any agreement or court judgment entered resolving the dispute.
- .2 Claims, disputes or matters in question shall be subject to mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a claim, dispute or matter in question through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.
- .3 The ENGINEER shall indemnify and hold the CLIENT and the CLIENT's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the ENGINEER, its employees and its consultants in the performance of professional services under this Agreement.
- .4 The CLIENT shall indemnify and hold the ENGINEER and the ENGINEER's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the CLIENT, its employees and its consultants in the performance of professional services under this Agreement.

6 MODIFICATION OF AGREEMENT

- .1 Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

7 ENTIRE AGREEMENT

- .1 It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

8 GOVERNING LAW

- .1 It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Florida, without regard to the jurisdiction in which any action or special proceeding may be instituted.

9 SEVERABILITY

- .1 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

10 LIMIT OF LIABILITY

- .1 PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, H2ENGINEERING, INC. IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

11 AGREEMENT

- .1 This Agreement entered into as of the day and year written above.

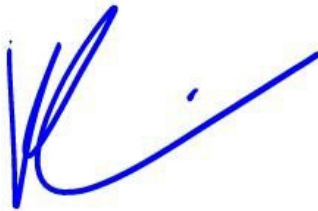
ENGINEER

By:

Name:

Title:

Date:



Ryan L Chewning
Principal
2025.01.24
13:46:50-05'00'

CLIENT

By:

Name:

Title:

Date:

EXHIBIT A – Scope of Services

A1 PROJECT UNDERSTANDING/BACKGROUND

- .1 The project consists of the demolition of an existing health center after the construction of a new pre-engineered metal building Health Center of approximately 10,000 square feet. The existing building is to remain in use until the completion of new facility. The new facility is to have a separation between clinical program and WIC facility. Clinical program is to contain exam rooms with water hookup, but no medical gases or other capacities for incapacitated care are anticipated. WIC facility to have storage and a drive through lane. A generator has been requested, but fuel source has not been confirmed.
- .2 The anticipated construction cost for this facility is about \$4,000,000 and the MEPF estimated construction cost is about \$1,350,000.
- .3 This proposal is based on available reference documents provided by the Monarch Design Group and notes from Marion County meeting and are assumed to be reasonably accurate for the purposes of developing the scope of work outlined herein.

A2 PRE-DESIGN

- .1 Site investigation to survey existing conditions, locations, and type of MEP systems.
- .2 Meet with project stakeholders to ascertain project requirements.
- .3 Assist project team with design considerations associated with MEP facilities.

A3 DESIGN PHASE

- .1 Coordination
 - .a Coordinate MEP construction drawings and technical specifications with CLIENT.
- .2 HVAC design
 - .a New HVAC infrastructure including heating load, cooling load and ventilation calculations for the programmed space usage.
 - .b Space cooling/heating provided by unitary air cooled, direct expansion split system or packaged equipment with stand-alone thermostat controls.
 - .c A split system dedicated outside air system to provide code required ventilation will be considered.
 - .d General exhaust will be provided for restrooms.
 - .e Laundry dryer exhaust and venting.
 - .f As may be applicable, air distribution and exhaust as required by ASHRAE “HVAC Design Manual for Hospitals and Clinics” and AIA “Guidelines for Design and Construction of Hospital and Health Care Facilities”.
 - .g No special HVAC systems (laboratory or fume hood exhaust) are anticipated.
 - .h Specifications for testing, adjusting, and balancing.

- .3 Plumbing design
 - .a Fixtures, drains and associated appurtenances within the building.
 - .b Sanitary, vent, potable water, and fuel gas systems to 5 feet outside of the building.
 - .c A rainwater system is not included or assumed to be needed.
 - .d Coordination of building utility locations with the civil consultant.
 - .e Potable water heating system.
 - .f No dental or medical gas or laboratory systems is anticipated or included.
- .4 Fire protection design
 - .a No automatic fire sprinkler system is anticipated or included.
- .5 Electrical design
 - .a New electrical service and coordination with electrical utility provider.
 - .b Interior building lighting including exit/egress fixtures. Design to be coordinated with Architect and Owner as it pertains to fixture type and aesthetics.
 - .c Exterior building lighting including parking lot and yard area as required.
 - .d Lighting automation via a combination of digital room controllers and lighting relay panels. Lighting control panels will be utilized for exterior areas and public corridors and lobbies. Room controllers will be utilized for enclosed spaces. Vacancy and daylight harvesting control will be provided per FBC.
 - .e Normal power distribution system.
 - .f Emergency source generator.
 - .1 Life safety distribution system to serve emergency egress lighting.
 - .2 Optional standby distribution system to serve entire building.
- .6 Fire alarm design
 - .a Electrical Engineering documents for fire alarm system per Rule 61G15-32.008.
 - .b Public safety in building communication distributed antenna system (DAS) of bi-directional amplifiers (BDAs) and an antenna network is NOT IN SCOPE.
- .7 Telecommunications design
 - .a Raceway distribution system including conduits, boxes and pull strings.
 - .b Voice and data structured wiring system including UTP cable, jacks, faceplates, patch panels, and equipment racks and/or cabinets are assumed to be by OTHERS.
- .8 Security/access control design
 - .a Raceway distribution system including conduits, boxes and pull strings.
 - .b Cabling, hardware and software are assumed to be by OTHERS.
- .9 Audio/visual systems design
 - .a Raceway distribution system including conduits, boxes and pull strings.
 - .b Cabling and hardware are assumed to be by OTHERS.
- .10 Permitting

- .a Commercial energy code compliance evaluation and documentation for building permit.
- .b Response to Reviewing Authority comments.

.11 Deliverables

- .a The following submittals are included for the design phase:
 - .1 Design Development
 - .2 50% Construction Documents
 - .3 100% Construction Documents
 - .4 Conformed/Bid Construction Documents
- .b An electronic copy of each submittal will be provided. Electronic format will be in portable document format (*.pdf).

A4 BIDDING PHASE

- .1 In-office consultation during bidding period.
- .2 Response to contractor pre-bid RFI's.
- .3 Preparation of addenda (if required).

A5 CONSTRUCTION PHASE

- .1 Construction phase services to determine, in general, that the work being performed by the Contractor is in accordance with the contract documents.
 - .a ENGINEER shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, these being the sole responsibility of the Contractor.
- .2 Review of materials associated with design phase scope.
 - .a Electronic shop drawing submittals in PDF format.
- .3 In-office consultations during construction period for work associated with design phase scope.
- .4 Response to contractor RFI's.
- .5 Up to four site trips to review construction progress upon request.
- .6 One site trip for substantial completion inspection.
- .7 One site trip for final inspection.

A6 CLARIFICATIONS

- .1 The ENGINEER's final work product does not include an electronic multi-dimensional model (EMM), such as Building Information Model (BIM). If the CLIENT receives a copy of the EMM from either the ENGINEER or from another entity, it is for information purposes only. The ENGINEER will not provide a sealed, signed,

and dated version of the EMM, as the ENGINEER does not intend or consider it to be final work product which is required to be sealed, signed, and dated.

A7 EXCLUSIONS

- .1 Detailed cost estimates
- .2 Fire sprinkler system design
- .3 Security/access control system design
- .4 Audio/visual system design
- .5 Two-way radio communication enhancement system design.
- .6 LEED services
- .7 Commissioning services
- .8 Life cycle cost analysis
- .9 Testing, adjusting, & balancing (TAB) services
- .10 11-month warranty inspection.

END OF EXHIBIT A



20Q-170-TO-29
EXHIBIT A - SCOPE OF WORK AND SCHEDULE OF VALUES
H2ENGINEERING, Inc.

114 East 5th Ave
Tallahassee, FL 32303
+18502247922
ap@h2engineering.com
www.h2engineering.com

EXHIBIT B

ADDRESS

Barnett Chenault
Monarch Design Group

EXHIBIT B

25010-BS01

DATE

01/24/2025

JOB NAME

Marion Co Belleview Health Cln

JOB NUMBER

25-010

SERVICE DESCRIPTION

AMOUNT

Design Development Documents

32,893.00

50% Construction Documents

14,097.00

100% Construction Documents

23,495.00

Bid Docs and Construction Admin

23,495.00

TOTAL

\$93,980.00

Accepted By

Accepted Date



January 30, 2025

Brailyn Richard
Monarch Design Group Architects
1628 NW 6th St
Gainesville, Florida 32609-3530

**RE: Marion County Belleview Health Clinic
Structural Engineering Services**

Dear Brailyn:

We would be pleased to provide structural engineering services for the referenced project and submit the following proposal for your consideration.

The scope of work includes the construction of a new warehouse in Belleview, Florida. This single-story pre-engineered metal building will be approximately 10,000 square feet in size. We understand that this building will consist of only PEMB wall structures and that our scope will include the foundation design only. We expect that foundation reactions will be provided to us by the building manufacturer based on design criteria we first provide them. The foundations are expected to be monolithically poured with the slab. No geotechnical report has been provided; however, we will coordinate with geotechnical before foundation design is finalized. We will bill hourly per our rate schedule below if any redesign is required due to changes to the PEMB column reactions

Our scope of services will be to provide design for all elements of the foundation, and we expect to be provided reactions by the pre-engineered metal building manufacturer before commencing our design. We will review and markup specifications as requested. Our scope does not include any design of any additional landscape or site structures not mentioned above. We expect to be able to complete our work without the need for a site visit; however, if this becomes necessary, we will be per visit as outlined in our fee schedule. We will provide reproducible drawings for permit. Drawings will be completed in REVIT format. We will coordinate with the geotechnical engineering for final foundation design. The project will be designed in accordance with local requirements and the 2023 Florida Building Code.

After completion of working drawings, we will be available to answer questions during bidding and construction. We will review shop drawings relative to the structural portion of the work for general compliance with the intent of the structural design. We are available to provide inspections during construction to verify that the work is being completed according to the intent of the structural drawings. Site visits will be conducted as requested at various agreed-upon milestones of construction, and any visits will be billed per the fee schedule below on a per-visit basis.

Snell Engineering Consultants would be pleased to provide Structural Engineering services to you as follows, based upon the above-described square footage and type of construction:

Tasks	Amount
Main Contract	
Construction Documents	\$ 8,400
Construction Administration	\$ 2,100
Additional Services	
Site visits	\$ 1,295/visit

Our scope of work does not currently include engineering for pre-engineered elements of the building such as wood stairs, light gauge trusses, precast concrete components, glass, glazing, railings, and other collateral elements of the building not associated with the primary structural frame. Work required beyond the scope of this proposal will be billed at our current hourly rates per the attached schedule.

Our scope of work does not include multiple design iterations of structural framing systems. As part of the agreed-upon project deliverable timeline, we will require all column, wall, and vertical load-carrying elements to be set before the 50% CD phase is completed. Once set, any changes will be billed per our attached hourly rate. Should any elevations, steps, slopes, or recesses occur after 50% CD submission that affect concrete slabs, beams, or other horizontal framing elements, these will also be billed per our hourly rate.

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.

Sincerely,

SNELL ENGINEERING CONSULTANTS



Curtis G Ross II, P.E.
Managing Principal

CASE Document 1-2015

An Agreement for the Provision of Limited Professional Services©

Prepared by the Council of American Structural Engineers

January 30, 2025

Monarch Design Group Architects
1628 NW 6th St
Gainesville, Florida 32609-3530
Attention: Brailyn Richard

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

Reference: Marion County Bellevue Health Clinic
P25-SAR-0009

SCOPE OF SERVICES

See attached proposal for scope of services

FEE ARRANGEMENT

See attached for fee.

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.

Terms and Conditions

Structural Engineer (SE) shall perform the services outlined in this Agreement for the stated fee arrangement.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered past due if not paid within 30 days after the invoice date and the SE may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Access To Site

Unless otherwise stated, the SE will have access to the site for activities necessary for the performance of the services. The SE will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Hidden Conditions and Hazardous Materials

A structural condition is hidden if it is concealed by an existing finish or if it cannot be investigated by reasonable visual observation. If the SE has reason to believe that a structurally deficient condition may exist, the SE shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the SE has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the SE shall not be responsible for the existing condition nor any resulting damages to persons or property. SE shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

Indemnification

The SE shall indemnify and hold harmless the Client and its officers, members, directors, partners, agents, employees, and subconsultants against any and all claims, damages, losses and expenses to the extent they are caused by the negligent acts, errors, or omissions of the SE or its employees in the performance of its services under this Agreement, subject to the Risk Allocation provisions. The Client shall indemnify and hold harmless the SE and its officers, members, directors, partners, agents, employees, and subconsultants from and against any and all claims, damages, losses and expenses arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the SE) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage or loss due to the presence of hazardous materials. Neither party shall have any obligation to defend or pay for the defense costs of the other party until such time as there is a determination of fault of the party and, in that event, the party found at fault shall only be obligated to reimburse the other party for its reasonable defense costs on a percentage basis in direct proportion, as determined by the court, to the percentage of fault of the party who was found at fault.

For third party claims, to the fullest extent permitted by law, the Client hereby agrees to indemnify, hold harmless and defend the SE, including its officers, members, directors, partners, agents, employees, and subconsultants from and against all third party claims, including bodily injury, property damage, products liability, demands, damages and losses, causes of actions, judgments, fines, penalties and claims expense including attorney fees, caused or alleged to have been caused by anything other than negligent performance by the SE of services under the agreement related to this project. Said indemnification shall also apply to any deductible that the SE may be obligated to pay under its Professional Liability Policy resulting therefrom.

Risk Allocation

In recognition of the relative risks, rewards and benefits of the Project to both the Client and the SE, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the SE's total liability to the Client or any third party for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, inclusive of all costs including attorney and expert fees, shall not exceed the amount of \$10,000 or the amount of the SE's fees, whichever is greater. Such causes include, but are not limited to, the SE's negligent acts, errors, omissions, strict liability, breach of contract, breach of expressed or implied warranty, or any other theory of legal liability. This limitation of liability shall apply to the SE and its officers, members, directors, partners, agents, employees, and subconsultants. The Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the SE, a Florida corporation, and not against any of the SE's officers, members, directors, partners, agents, employees, or subconsultants.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

Termination of Services

This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the SE for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents

All documents produced by the SE under this Agreement shall remain the property of the SE and may not be used by the Client for any other endeavor without the written consent of the SE.

Dispute Resolution

The SE and the Client agree to negotiate any claim(s) or dispute(s) arising out of or related to the agreement between them in good faith prior to exercising any other provision of this Agreement. If a claim or dispute between the SE and Client cannot be settled within 30 days by good faith negotiations the SE and Client agree to submit it to mediation in accordance with the Construction Rules of the American Arbitration Association. If the claim or dispute cannot be settled by good faith negotiations or mediation then either party may exercise their rights under law. In no event shall a claim or dispute be made or sustained if it would be barred by the applicable statute of limitations.