

Proposal for Pre-Development Investigative Study



Marion County **BASELINE - SCALE HOUSE**

March 28, 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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FOR REVIEW

SUMMARY

Proposal Details



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

March 28, 2025

Re: **Pre Design & Site Investigation Proposal**
Project Name: Marion County Baseline Scale House

Dear Mike and Nicole,

We enjoyed meeting with you and hearing what you have in mind for **Marion County Baseline Scale House** located at **SE 66th St, Ocala, FL 34480**. 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 conceptual design, an opinion on probable cost, an opinion on the design schedule, and other important deliverables, as listed in 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 facility 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 SE 66th St, Ocala, FL 34480
- The project consists of evaluating the location of the proposed new scale house off of St. RD 35 (parcel number 35800-008-00)
- Our team will conduct two in-person workshops with our Principal and Lead Architect, Barnett Chenault, to determine the exact sizing and needs during this phase.
- The primary focus of this first phase will be to provide a concept along with the supporting documentation of the site for the Scale House and prepare to move into Schematic Design through Construction Documents at the end of this phase.

SERVICES & DELIVERABLES PROPOSED:

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



- **SITE INVESTIGATION**

We will conduct a comprehensive site investigation to assess the physical characteristics of the land.

The investigation will include:

- Civil Site Investigation: Reviewing site access, traffic patterns, existing services (water, sewer, power), and any other civil-related concerns.
- Geotechnical Investigation: Performing subsurface soil tests to determine the soil conditions, bearing capacity, and suitability for foundations and other structural elements.
- Environmental Assessment: Identifying any potential environmental issues on the site, including the presence of wetlands, contamination, or other environmentally sensitive areas that could affect the development.

- **ARCHITECTURAL PROGRAM AND CONCEPT DEVELOPMENT**

Based on the findings from the site investigation, we will work closely with the client to develop the architectural program and conceptual design. This includes:

- Program Development: Defining space requirements, functional needs, and building usage based on stakeholder input.
- Concept Design: Creating initial design concepts that align with the program requirements while respecting the site's constraints and opportunities. This will include spatial organization, site layout, massing, and preliminary aesthetics.
- Preliminary Feasibility Analysis: Evaluating the potential of the site for the proposed program and concept. This will include considerations for building orientation, access points, environmental impact, and site integration.

- **OPINION OF PROBABLE COST**

An initial cost estimate will be provided to ensure the concept design aligns with the client's budget. The estimate will include:

- Construction costs based on preliminary design.
- Site preparation, including grading and utilities.
- Preliminary estimates for materials and labor costs.

- **FINAL REPORT AND RECOMMENDATIONS**

A comprehensive final report will be delivered, summarizing the findings from the site investigation and the proposed concept. The report will include:

- Site investigation data and analysis.
- Architectural concept design with visual representations (sketches, renderings, or massing models).
- Cost estimate breakdown.
- Key recommendations for next steps, including any further studies or approvals required.



PROGRAMATIC ANALYSIS SERVICES PROPOSED:

FEE FOR PROFESSIONAL SERVICES:

The fee for these professional services is a lump sum of **\$61,434**.

Preliminary Architectural Services	\$ 23,184.00
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Additional Services outside standard architectural services provided in this contract:

Consultants & Consultant Fees:	
Preliminary Civil Design	\$ 10,300.00
Geotechnical Testing and Reporting	\$ 10,700.00
Due Diligence and Site Investigation Report	\$ 17,250.00

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

ADDITIONAL FEES NOT INCLUDED IN TOTAL:

+ REIMBURSABLE EXPENSES:

Reimbursable expenses will be billed separately and must be pre-authorized in writing by the County. Project expenses are Not to Exceed **\$1,000**.

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

+ TRAVEL EXPENSES:

Travel expenses will be billed separately and are estimated to be **\$1,000**.

Expected travel 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%



MONARCH
DESIGN GROUP

- | | |
|----------------------|-----|
| • 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 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.
6. Survey

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 - 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

ARCHITECTURE

Proposal Details



Proposed Architectural Services

PROJECT SCOPE & UNDERSTANDING:

We propose starting the design process by helping you establish the general programmatic needs, layout, size, and character of your facility and then developing a master plan for the Scale House based on further direction from your team.

Our understanding of the scope of work is as follows:

- The project is located at SE 66th St, Ocala, FL 34480
- The project consists of evaluating the location of the proposed new scale house off St. RD 35 (parcel number 35800-008-00)
- Our team will conduct two in-person workshops with our Principal and Lead Architect, Barnett Chenault, to determine the exact sizing and needs during this phase.
- The primary focus of this first phase will be to provide a concept and prepare to move into Schematic Design through Construction Documents at the end of this phase.

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 initial inspiration and conceptual designs to help you begin visualizing 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 to final construction. We will work with you to refine the schedule and establish a trajectory that aligns with 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 to 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 a USB.



PREDESIGN SCOPE FOR MARION COUNTY – BASELINE SCALE HOUSE:

Architectural Services	Pre-Design Fee
Regular Client Calls + Meetings + Notes/Minutes	\$ 4,032
User Group Visioning Workshops (2 workshops) + Agendas/Notes/Reports	\$ 5,768
Site Analysis and Site Layout Options for 1 Site	\$ 1,596
1 Concept that would Work on Site - Blocking/Stacking (Digital 3D Conceptual massing)	\$ 5,376
Scheduling, Agendas, Minutes	\$ 924
Opinion Of Probable Cost (Lite!)	\$ 2,240
Design & Construction Schedule	\$ 1,400
Final Guidebook Program Document with Concepts, Schedule, Cost, etc	\$ 1,848
Total Architectural Fees for this Pre-Design Phase	\$ 23,184

HOURLY FEE SCHEDULE:

See attached.

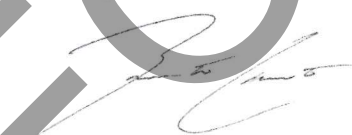
EXCLUSIONS

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



GEOTECH & CIVIL

Proposal Details





December 20, 2024
Revised March 25, 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 Baseline Landfill Scale House Investigation Report
Ocala, Marion County, 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 Baseline Landfill Scale House Site Plan (the "Project") in Ocala, Florida.

Project Understanding

1. Kimley-Horn understands that the Client wants to investigate a location for a new one-story $\pm 6,000$ square foot (sf) scale house together with required improvements in the location described herein. 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 (MC) criteria.
 - a. Site location will be the northern property boundary of Parcel 35800-008-00 with access supplied by the intersection of Dogwood Road and SE 58th Avenue. Connection to the landfill facility will be via a future railroad crossing to be designed by others under a separate agreement.
2. The Client has requested Kimley-Horn to perform limited due diligence assistance for the Project property.
3. The following services will be provided by other professionals under separate Agreements with the Client:
 - a. Building architecture services
 - b. Legal services
 - c. Surveying 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 ±6,000 sf pre-engineered metal scale house building. Kimley-Horn will provide up to 2 rounds of revisions to the conceptual layout plan for the Project based on client comments.
- B. Kimley-Horn will attend one Pre-Application meeting with Marion County Staff to discuss the Project.

Task 2 – Geotechnical Testing and Report

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

- A. Six standard penetration test (SPT) soil borings to depths of 30 feet below existing site grade in the proposed building areas.
- B. Four soil borings to depths of 10 feet below existing site grade in the proposed roadways/parking areas.
- C. Four soil borings to depths of 20 feet below existing site grade in the proposed drainage retention areas.
- D. Two field horizontal and two field vertical permeability tests in the proposed drainage retention area.
- E. 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 3 – Due Diligence and Site Investigation Report

Under this Task, Kimley-Horn will perform a limited due diligence analysis to determine the Project's limitations and constraints for the Project. Kimley-Horn will prepare one Site Investigation Report (SIR) for the Project. Task includes pre-application meetings with the local review agencies to discuss the site design, review and permitting processes which may have the potential to impact the design cost, construction costs, and/or schedule of the proposed project.

- A. Kimley-Horn will review the proposed project layout in coordination with the Marion County Code of Ordinances. Kimley-Horn will review other project constraints that consist of, but are not limited to, FEMA flood zone information, existing land use and zoning entitlements, St. Johns River Water Management District (SJRWMD) drainage information, as well as utility availability and providers. Kimley-Horn will provide input on needed areas for drainage, site layout, parking, access, open space, etc.
- B. Kimley-Horn will prepare an opinion of probable construction cost regarding estimated site civil infrastructure costs per the approved preliminary design layouts.
- C. Kimley-Horn will conduct a pre-application meeting with the Marion County Department staff to discuss the Project and permitting conditions/timeframes as well as zoning requirements.
- D. Kimley-Horn will conduct a pre-application meeting with Marion County Office of the County Engineer transportation staff to discuss the Project.

- E. Kimley-Horn will conduct meetings with Florida Department of Environmental Protection and SJRWMD to discuss the project.

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.
1. Civil Site Design, Grading and Utility Improvements
2. Drainage design & permitting
3. Traffic Study
4. Off-site improvement design & permitting
5. Landscape architecture services
6. Environmental Report.
7. Railroad crossing design & coordination
8. Construction phase support.
9. 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 Tasks 1 - 3 for the total lump sum fee of \$38,250.00. Individual task amounts are informational only. 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.

<i>Task Description</i>	<i>Fees</i>
Task 1 – Preliminary Design	\$10,300.00
Task 2 – Geotechnical Testing and Reporting	\$10,700.00
Task 3 – Due Diligence and Site Investigation Report	\$17,250.00
Total Lump Sum	\$38,250.00

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, 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 upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon 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, "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 to us. We will commence services only after we have received 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

(Signature)

(Name)

(Title)

(Date)

(Email)

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 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.**