

Proposal for Construction Documents



City of Ocala FIRE SHED AT 31ST ST FIRE STATION

March 14, 2025 updated 4/15

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

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



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SUMMARY

Proposal Details





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March 14, 2025

Sean Lanier, PE, CFM
City Engineer/Director
Engineering & Water Resources Department
City of Ocala, Florida
Phone: (352) 351-6772
Fax: (352) 351-6718
slanier@ocalafl.gov

Re: **Construction Document Proposal**
Project Name: **Truck Shed at SE 31st Street Fire Station**

Dear Sean,

We enjoyed meeting with you and hearing what you have in mind **Truck Shed located at the SE 31st Street Fire Station**. We want you to know that we sincerely appreciate this opportunity to work with you. As requested, we are submitting this proposal for the construction documents phase. During this phase, we will develop 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 that during this phase, we initially meet to determine the placement of the pavilion on the lot at the SE 31st Street Fire Station. We will then oversee the consultant team to design the enclosed shop within the pavilion. 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, Electrical, 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
- Survey
- Geotechnical

CONSTRUCTION DOCUMENT SERVICES PROPOSED:

Total Fees for Professional Services is a Lump Sum Fee of:	\$ 132,688.00
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Architectural and Engineering Fees:	
Architectural Fees – (Monarch Design Group)	\$ 54,033.00
Mechanical, Electrical, Plumbing (Cambell Spellicy Engineering Inc)	\$ 10,280.00
Structural Design (Wayland)	\$ 5,400.00

Plus Additional Services outside standard architectural services provided in this contract:

Consultant Civil Engineering Fees:	
Civil Engineering: Preliminary, Site Design & Construction Services	\$ 51,265.00
Survey	\$ 6,745.00
Geotechnical	\$ 4,965.00

FEES NOT INCLUDED IN TOTAL PROFESSIONAL SERVICE FEES ABOVE:

+ Contingency Fee

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

+ Permitting 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.

- Civil Permitting Fees Estimated @ **Not Yet Estimated**
- Tree Mitigation Estimated @ **Not Yet Estimated**

+ Reimbursable Expenses:

Reimbursable expenses will be billed separately and must be pre-authorized in writing by the Client. Project expenses are Not To Exceed **\$3,000**.

- 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 **\$1000**. Expected travels expenses are: Lodging and Mileage for any out-of-town groups during workshop weeks and requested presentations. See Hourly Fee Schedule for detailed mileage info.

BILLING SCHEDULE:

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

• Task 1: Program Verification	\$13,268.80 (10% of total fees)
• Task 2: Schematic Design	\$33,172.00 (25% of total fees)
• Task 3: Design Development	\$33,172.00 (25% of total fees)
• Task 4: Construction Documents	\$39,806.40 (30% of total fees)
• Task 5: Construction Administration	\$13,268.80 (10% of total fees)
Total Fees:	\$132,688.00

We invoice monthly with invoices sent out on the 1st of every month which are relative to the percentage of the work completed in the current phase of the project at that time. Because we are billing at this frequency, we're able to continuously move the project forward. If a payment is not received within (30) days of the date due, we reserve the right to stop work on your project until the total balance due is received. Notification will be sent to you 5 days prior to us stopping work. Monarch will not be responsible for any work that we have not personally observed at the site during work stoppage. Termination of this agreement by the Client(s) or Monarch requires written notification. The amount owed to Monarch will be that of the amount due at the time of receipt of said written notification.

Late Payment and Attorney's Fees

All invoices not paid within thirty (30) days are subject to a late fee of 5% of the outstanding invoice. Also, we reserve the right to stop work on your project until the total balance due is received. Notification will be sent to you 5 days prior to our stopping work. All invoices unpaid thirty (30) days after the invoice date are subject to a monthly Finance charge of 18% (or the legal rate) on the then unpaid balance. Client shall pay all collection fees and costs, including, but not limited to Monarch employee time and expense for collection, a reasonable attorney's fee, whether or not suit be brought and whether incurred in connection with collection, trial, appeal, bankruptcy proceedings.

HOURLY FEE SCHEDULE:

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

EXCLUSIONS

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

1. Security Design
2. Environmental Studies
3. AV/Telecommunications
4. Inspections



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5. Construction Material Testing
6. Hazardous Material Assessment
7. Traffic Studies
8. Accelerated/Fast-Track Construction Document Services
9. Building Systems Commissioning
10. Record Documents
11. Photometrics
12. Landscape Architecture
13. Acoustic Design

ACCEPTANCE BY PURCHASE ORDER OR WORK ORDER

By submitting a purchase order or work order in an amount equal to or greater than the total cost outlined in this proposal, the Client acknowledges and agrees that such submission constitutes full acceptance of all terms, conditions, and scope of work described herein. The submission of a purchase order or work order shall be deemed the Client's signature and agreement to be bound by the terms of this proposal as if it had been executed in writing.

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

ARCHITECTURAL SERVICES

Proposal Details



Proposed Architectural Services

Monarch Design Group's architectural services for this phase for your project are detailed below.

PROJECT UNDERSTANDING & SCOPE:

Our understanding of the **Truck Shed at SE 31st Street Fire Station** project is as follows:

- The project is located at the SE 31st Street Fire Station 7 (Parcel: 30338-000-00).
- This project consists of the addition of a 110 foot x 62 foot pavilion, totaling 6,820 square feet.
- Within the pavilion (of size listed above) there will be an enclosed shop in one corner, of the following size: 20 feet x 31 feet (620 sqft total). The rest of the pavilion will be open-air without sides or air conditioning or fans. The enclosed shop area will be used for storage and maintenance and will possibly need a mini-split a/c system.
- The bays will not have dividers
- Coordination with civil regarding site and stormwater design

We are proposing to begin the design process by arriving at a Concept 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, Monarch Design Group will be responsible for providing the following under the basic architectural service package:

ARCHITECTURAL CONSTRUCTION DOCUMENTS SERVICES PROPOSED:

1. **Program Verification** – During this phase of the project, we will reassess and update the goals of the project to account for any changes made between the Programming Study and this current phase. We will revisit and reaffirm the project's initial goals and objectives to ensure they still align with the current needs and expectations, considering any changes that may have occurred. We will review and update the design requirements and programmatic needs to reflect any changes in client preferences, regulatory updates, or market conditions that may have emerged during the transition, and we will assess the existing design against the current program to ensure that it remains relevant and effective.
2. **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.
3. **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.

4. **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 and other design consultants. Before finalizing the drawings and calculations we'll submit a completed set of drawings and meet with you to verify compliance with design intent. Following that we'll provide documents as needed for bidding and submitting building permit for application.
5. **Permit Documents** - We will provide signed and sealed drawings and calculations as required for a building permit application.
6. **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.

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. Security Design/Fire Protection (By Contractor)
2. Acoustic Design and Engineering (under separate contract)
3. Environmental Studies
4. AV/Telecommunications
5. Energy Certification
6. Wayfinding /Signage
7. Voice / Data Design
8. Audio/Visual Systems, including Technology
9. Physical Security / Security Electronics / Fire Alarm
10. LEED Design
11. Landscaping Design / Landscape Architecture

We look forward to getting started!

Sincerely,



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A handwritten signature in black ink, appearing to read 'Barnett Chenault'. The signature is fluid and cursive, with a large initial 'B' and 'C'.

Barnett Chenault

Principal and Lead Architect

Monarch Design Group

FL License #AR101196



Monarch									
Work Breakdown									
		Team Designer		Team Leader		Dir/Proj Man		Architect	
Cost Per Hour:		\$	50.00	\$	82.00	\$	110.00	\$	147.00
Task 1	10%	\$	5,478.00	\$	2,150.00	\$	1,640.00	\$	1,100.00
Task 2	25%	\$	13,491.00	\$	5,400.00	\$	4,018.00	\$	2,750.00
Task 3	25%	\$	13,491.00	\$	5,400.00	\$	4,018.00	\$	2,750.00
Task 4	30%	\$	16,095.00	\$	6,450.00	\$	4,838.00	\$	3,190.00
Task 5	10%	\$	5,478.00	\$	2,150.00	\$	1,640.00	\$	1,100.00
Total		\$	54,033.00						

MECH / ELEC PLUMBING ENGINEERING

Proposal Details





February 18, 2025

Mr. Barnett Chenault
President/Managing Partner
Monarch Design Group, LLC
barnett@monarcharchitecture.com

RE: City of Ocala FS#7 Shed
CSEI Project No. TBD

Dear Mr. Chenault:

Campbell Spellicy Engineering, Inc. (CSEI) is pleased to provide this proposal for professional engineering services for the above referenced project. The Owner of this project is the City of Ocala. The project is a 6,820 sq. ft. new building on this existing Fire Station site. The specific extent of the work is:

1. HVAC –
 - a. New mini-split HVAC system for the enclosed shop area only. No other areas will be provided with HVAC, exhaust, or fans.
2. Electrical –
 - a. New electrical service infrastructure (either new service or as a sub-feed from main Fire Station metering) including general power infrastructure to supply all loads. Building will be provided with general lighting (emergency battery backup for life safety) as well as general power including all Owner required charging needs. No fire alarm scope is anticipated or included. Pathways will be provided for any Owner-required AV/IT/Security systems as needed.
3. Plumbing –
 - a. Extension of existing domestic water site piping (downstream of meter/BFP) with new branch for shed building to supply new hose bibbs only. No other fixtures are planned at this time. No sanitary scope is expected at this time. CSEI will provide new compressed air piping from central compressor location (compressor assumed to be Owner provided) to each station as requested by the Owner for pneumatics.
4. Fire Protection –
 - a. None

The following scopes of work are specifically excluded from our proposal but could be added as an additional service. If additional services are requested, CSEI will submit a written proposal to Client for such additional services and the associated fees, which must be approved by Client in writing before Consultant begins work on the additional services:

1. Site storm water, sanitary sewer, and irrigation systems beyond 5' from building
2. Fire protection system
3. Fire alarm system
4. Systems not specifically included in this proposal
5. Upgrade of existing building electrical infrastructural capacity



6. Cooling/heating of shed other than enclosed storage room
7. Redesign due to Value Engineering or Scope changes
8. Site/Parking lighting design or photometric calculations
9. AV/Data/Security Devices and Wiring (pathways only)
10. Standby/Emergency Power Systems
11. Energy Conservation Code Compliance Calculations
12. Mechanical/ Lighting Controls Commissioning per FBC-Energy Conservation C408

We propose to provide the following deliverables for this project:

- Existing Conditions Documentation
- 60% Construction Documents
- 100% Construction Documents
- Bid / Permit Documents
- Construction Administration including review of shop drawings, review of contractor pay requests and periodic field observations of the construction (this does not include exhaustive inspections of the equipment or the Contractors' work)

We propose a lump sum fee of \$10,280. This fee will be adjusted under a separate, additional services proposal if the scope and/or budget are increased.

We propose to invoice you at each deliverable milestone and monthly during construction in proportion to the percentage of construction that is complete. If a design deliverable submission is delayed by more than 30 days through no fault of CSEI, invoicing will be submitted for the proportion of that deliverable which is complete during the delay. This fee does not include printing costs. Any required hard copies will be invoiced as reimbursables at cost plus 10%.

Our fee includes all necessary site visits during the design phase, bi-weekly meetings (virtual or on site) during the construction phase, and the Substantial and Final Completion Walkthrough visits. If the construction phase is suspended, delayed, or extended for more than 60 days from the expected time for completion, CSEI reserves the right to request additional services.

You are expected to keep us informed of the Owner's requirements and budget/schedule changes and to provide us with the full scope of work, required surveys, existing as-built drawings, complete architectural design documents, and any special or extraordinary considerations or services needed for the completion of our work. You will provide CSEI with copies of all Contractor pay applications for our review and records.

We expect to start our services promptly after receipt of your acceptance of this proposal. Assuming you provide us with the required information in a timely manner, the time of performance is approximately:

DELIVERABLE	PROPOSED SCHEDULE	% OF FEE
Existing Conditions Documentation	2 weeks from Notice to Proceed	10%
60% Construction Documents	4 weeks from receipt of an Owner-approved floor plan	45%
100% Construction Documents	2 weeks after approval of 60%	20%
Conformance Documents	1 weeks after approval of 100%	5%
Construction Administration	Concurrent with Construction	20%


We request that you inform us of requested changes to this schedule in writing. We will endeavor to

accommodate any changes, but we reserve the right to negotiate for additional compensation or time.

This proposal, including the attached Terms of Agreement, represents the entire understanding between all parties in respect of the project, any amendments, or waivers of any provision of this agreement must be in writing and signed by both parties. It may be superseded by an AIA Architect-Engineer Contract should one be prepared addressing all issues outlined herein. If this proposal satisfactorily outlines the expectations for all parties, please sign below and return it to CSEI as notice-to-proceed. This proposal is valid and open for 60 days from the date of this proposal.

Sincerely,

CAMPBELL SPELLICY ENGINEERING, INC.

By: 
Kevin M. Spellicy, PE, LEED AP
President

Accepted on _____

MONARCH DESIGN GROUP, LLC

By: _____

Printed Name - Title

TERMS OF AGREEMENT

This proposal is based on the orderly and continuous progress of the project and on prompt payment for Services. The Client agrees to pay for the Services rendered as outlined in the project agreement. Payments are due within 30 days of the invoice date. Past due payments shall accrue interest at a rate of 1.5% per month on the outstanding balance, or the maximum permitted by law, whichever is lower.

The Client shall provide all necessary information, cooperation, and assistance to CSEI to enable the timely and effective provision of Services. CSEI shall perform the Services with diligence, skill, and care, adhering to the prevailing industry standards. CSEI makes no warranties, express or implied, under this agreement.

PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OR AGENT OF THIS ENGINEERING FIRM MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

CSEI shall not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, similarly CSEI shall not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

CSEI shall not be responsible for the acts or omissions of the Contractor or any Subcontractor(s), or of the agents or employees of any Contractor or Subcontractor, or of any other persons at the site or otherwise performing any of the work.

CSEI shall not be liable for any indirect, incidental, consequential, special, or punitive damages including, but not limited to lost profits, even if CSEI has been advised of the possibility of such damages. The Client shall indemnify and hold CSEI harmless from and against any claims, damages, liabilities, and expenses arising from the Client's misuse or misrepresentation of the Services.

The term of this agreement shall commence on the date of full execution and shall continue until all services have been rendered and all fees have been paid in full. Either party may terminate this agreement by providing 30 days' written notice to the other party in the event the other party breaches any material term or condition of this agreement. Upon termination, all fees due for Services rendered up to the termination date shall be payable by the Client.

Claims, disputes, and other matters in question arising out of or relating to this Contract shall after initial decision or thirty (30) days after the matter submission of the matter, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, the mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. All types of proceedings (mediation and arbitration and or court) shall take place in Alachua County Florida. Claims, disputes, and other matters in question arising out of or relating to the Contract that are not resolved by mediation, shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator or arbitrators shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.



City of Ocala - FS #7 Shed - CAMPBELL SPELLICY ENGINEERING									
			Existing Conditions	60% CDs	100% CDs	Permit Documents	Construction Admin	Total Hours	Total Fee
Principal/PE	Kevin Spellicy	\$ 147.00	1.00	2.00	2.00	1.00	4.00	10.00	\$1,470.00
Project Manager	Jose Alzate	\$ 110.00	1.00	2.00	4.00	1.00	18.00	26.00	\$2,860.00
Lead Designer	Jorge Perdomo	\$ 82.00	2.00	14.00	8.00	4.00	4.00	32.00	\$2,624.00
	Hunter Kastensmidt	\$ 82.00	2.00	8.00	4.00	2.00	2.00	18.00	\$1,476.00
Designer	Colton Woods	\$ 50.00	0.00	4.00	6.00	4.00	1.00	15.00	\$750.00
	Alina Velencia	\$ 50.00	0.00	6.00	8.00	6.00	2.00	22.00	\$1,100.00
TOTAL			6	36	32	18	31	123	\$10,280.00

STRUCTURAL ENGINEERING

Proposal Details





February 28, 2025

Barnett Chenault
Monarch Design Group, LLC
112 SW 6th Street
Gainesville, FL 32601

Re: **PROPOSAL/CONTRACT FOR STRUCTURAL ENGINEERING SERVICES**
Project Name: **CITY OF OCALA FIRE STATION #7 SHED - FOUNDATION**
Project Number: **25015**

Dear Barnett:

I am pleased to provide you with this Proposal/Contract for professional engineering services for the design of structural systems for the above referenced project.

Project Description

It is my understanding that the following description represents the project as currently proposed. The project consists of construction of a 62 ft x 110 ft shed (6,820 sf). The superstructure will be constructed with pre-engineered metal building (PEMB) to be designed by others. WSE will provide foundation design only. The foundation is assumed to be conventional reinforced concrete footings bearing on suitable sandy soils. If expansive clays are encountered requiring stiffened foundations, this shall be negotiated as an additional fee.

It is understood that the Project Owner will provide the following items in a timely manner for use in structural design.

1. Site survey with topographic information.
2. Soil borings and geotechnical evaluation with foundation design, allowable bearing capacity and site preparation recommendations.
3. Site layout and grading plan.
4. PEMB drawings including column dimensions, base plate and anchor bolt configuration and base reactions.

Project Schedule

It is my understanding that the project will begin upon acceptance of this Proposal/Contract and proceed at a pace consistent with professional skill and care as appropriate for a structure of this size and scope. CLIENT shall communicate any changes in schedule to ENGINEER in writing.

Scope of Services

The following listed services are included in the scope of this Proposal/Contract.

1. Schematic Design Phase (SD) – Provide *schematic* definition of structural systems.
2. Design Development Phase (DD) – Provide *preliminary* structural drawings.
3. Construction Document Phase (CD) – Provide *final* structural drawings including roof framing plans, foundation plan, structural details and specifications. Sign and seal documents for permitting. Documents will be digitally signed and sealed and submitted to CLIENT in .pdf format. CLIENT is responsible for providing copies of documents to project OWNER for all submittal phases.
4. Construction Administration Phase (CA) – Provide shop drawing review and resolution of construction phase questions (up to 3 hours) and up to one (1) construction observation visits with report (up to 4 hours).

The following items are not included in the scope of this Agreement.

1. Soil borings, geotechnical investigation and report.
2. Architectural, accessibility, electrical, mechanical, plumbing, site/civil and storm water design.
3. PEMB design and construction.
4. Site, boundary and topographic surveys.
5. Design presentations required by Owner, client or reviewing authorities.
6. Design phase meetings outside of Gainesville, FL.
7. Permitting fees.
8. Document printing and reproduction cost.
9. Detailed opinion or estimate of construction cost.
10. Value engineering (VE) services.
11. Changes required by third party value engineering (VE) recommendations.
12. Preparation of Record Drawings.
13. Continuous construction inspection and testing.
14. Construction observation, meetings and site visits other than listed above.

Payments to Engineer for Services

I will provide all structural engineering services described above for a lump sum fee of **\$5,400** based on the distribution listed below. The Fees quoted herein shall be valid for 6 months from date of Contract. After this period, the Fees may be reasonably adjusted and/or renegotiated. If the scope of the project and/or budget are increased, the fee will be adjusted upward.

Schematic Design Phase (SD)	\$600
Design Development Phase (DD)	\$1,200
Construction Document Phase (CD)	\$2,200
Construction Administration Phase (CA)	<u>\$1,400</u>
Total	<u>\$5,400</u>

Invoices will be submitted upon completion of each phase of service. Payment is due upon receipt of invoice and past due thirty (30) days from invoice date. A service charge of one and one-half percent (1.5%) per month will be added to past due accounts.

Additional Services and Reimbursable Expenses

Any additional required engineering services will be compensated at a rate of \$194.00 per hour and reimbursable expenses will be billed at 1.2 x cost.

Conditions

The terms and conditions of this Proposal/Contract are subject to the attached General

Conditions.

I look forward to the opportunity to assist you on this project. If the terms of this Proposal/Contract meet with your approval, you may indicate your acceptance by signing and returning one copy.

Very truly yours,

WAYLAND STRUCTURAL ENGINEERING

Gregory S. Wayland

Gregory S. Wayland, P.E.
FL PE Reg. #54396

Accepted By: _____ Date: _____

GENERAL CONDITIONS

1. SERVICES OF ENGINEER

1.1 ENGINEER's services consist of those services described in ENGINEER's Proposal.

1.2 CLIENT shall communicate this Agreement to each and every third party to whom CLIENT transmits any part of ENGINEER's Work. ENGINEER shall have no obligation to any third party greater than that set forth in this Agreement.

1.3 ENGINEER will act solely as an independent contractor in performing all Work under this Agreement, and nothing herein contained or implied shall be construed as to create the relationship of employer and employee.

1.4 Ordering of Work from ENGINEER shall constitute acceptance of the terms of this Agreement.

2. CLIENT'S RESPONSIBILITIES

2.1 CLIENT shall have the responsibilities set forth in ENGINEER's Proposal and in these General Conditions.

2.2 CLIENT shall provide ENGINEER with full information regarding requirements for Work.

2.3 CLIENT shall provide ENGINEER with any other available information pertinent to the Work including reports and data relative to previous designs, or investigations at or adjacent to project site.

2.4 CLIENT shall provide ENGINEER with reports of explorations and tests of subsurface conditions and associated geotechnical recommendations for the project site if available.

2.5 CLIENT shall arrange for access to public or private property as required for ENGINEER to perform services under this Agreement.

2.6 CLIENT shall provide ENGINEER with reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of Work.

2.7 CLIENT shall advise ENGINEER of the identity and scope of services of any independent consultants employed to furnish services in regard to Work.

3. TIMES FOR RENDERING SERVICES

3.1 ENGINEER's services and compensation have been agreed to in anticipation of the orderly and continuous progress of the Work through completion. Unless specific periods of time or specific dates for providing services are specified in ENGINEER's Proposal, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

3.2 If such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for in ENGINEER's Proposal shall be subject to equitable adjustment.

3.3 If CLIENT has requested changes in scope, extent, or character of the Work, the time of performance of ENGINEER's services shall be equitably adjusted.

3.4 If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven (7) days written notice to CLIENT, suspend services in ENGINEER's Proposal.

3.5 If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than ninety (90) days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of compensation.

4. PAYMENTS TO ENGINEER

4.1 CLIENT shall pay ENGINEER for services and reimbursable expenses as set forth in ENGINEER's Proposal.

4.2 The Fees quoted herein shall be valid for 6 months from date of Contract. After this period, the Fees may be reasonably adjusted and/or renegotiated.

4.3 Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and submitted to CLIENT by ENGINEER, unless otherwise agreed. Invoices are due upon receipt and past due after 30 days of invoice date. If CLIENT fails to make any payment within 30 days, the amounts due ENGINEER will be increased at a rate of 1.5% per month from thirtieth day from date of invoice.

4.4 ENGINEER may, after giving seven days written notice to CLIENT, suspend services set forth in ENGINEER's Proposal until ENGINEER has been paid in full. Payment will be credited first to interest and then to principal.

4.5 In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

4.6 In the event of termination of ENGINEER's services, ENGINEER will be entitled to invoice CLIENT for all services performed and all reimbursable expenses incurred through the effective date of termination.

4.7 Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. Copies of such records will be made available to CLIENT at cost to the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request.

5. CHANGES

5.1 CLIENT and ENGINEER recognize that it may be necessary to modify the scope of Services, the schedule, and/or cost estimate in this Agreement. Such changes shall change the scope of Services, schedule, and/or the cost as may be equitable under the circumstances.

5.2 ENGINEER shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted.

5.3 ENGINEER shall prepare written change order request outlining changes to Agreement. CLIENT shall review change order request in a timely manner and advise in writing how to proceed.

5.4 If after good faith effort by ENGINEER to negotiate modifications to scope of Services, an agreement has not been reached with CLIENT, then ENGINEER shall have the right to terminate this Agreement upon written notice to CLIENT.

6. DELAYS AND FORCE MAJEURE

6.1 CLIENT shall not hold ENGINEER responsible for damages or delays in performance caused by acts of God, acts and/or omissions of Federal, State and local governmental authorities and regulatory agencies or other events which are beyond reasonable control of ENGINEER.

6.2 Such acts or events shall include, but not limited to, storms, floods, epidemics, war, riot, strikes, lock-outs.

6.3 Delays in excess of thirty (30) days within the scope of this article shall make this Agreement subject to termination or renegotiation.

7. OPINIONS OF COST

7.1 ENGINEER's opinions of probable construction cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgement as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, nor over Contractor's method of determining prices, nor over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by ENGINEER.

7.2 If CLIENT wishes greater assurance as to probable construction cost, CLIENT shall employ an independent cost estimator.

8. GENERAL CONSIDERATIONS

8.1 The standard of care for all professional engineering and related services performed or furnished by ENGINEER as set forth in ENGINEER's Proposal will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

8.2 ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT furnished information.

8.3 ENGINEER shall perform or furnish professional engineering and related services in all phases of Work to which this Agreement applies. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance of furnishing of services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable

to ENGINEER.

8.4 ENGINEER and CLIENT shall comply with applicable Laws or Regulations and project owner mandated standards. This Agreement is based on these requirements as of its effective date. Changes to these requirements after the effective date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

8.5 CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

8.6 CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

8.7 ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions that the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to ENGINEER in any way contingent upon ENGINEER's signing any such certification.

8.8 During Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over, or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the work.

8.9 ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform work in accordance with the Contract Documents.

8.10 ENGINEER shall not be held responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation or advice of ENGINEER.

9. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

9.1 Should CLIENT provide construction phase services with either CLIENT's representatives or a third party, ENGINEER's basic services under this Agreement will be considered to be completed upon final completion of the final design phase or bidding or negotiating phase as outlined in ENGINEER's Proposal.

9.2 If ENGINEER's Basic Services under this Agreement do not include construction phase services, project observation, or review of Contractor's performance, or any other, and such services are provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against ENGINEER that may be in any way connected thereto.

10. USE OF DOCUMENTS

10.1 All documents are instruments of service in respect to the Work, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of ENGINEER) whether or not Work is completed.

10.2 Copies of CLIENT-furnished data or documents that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

10.3 Copies of ENGINEER-furnished data or documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

10.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

10.5 When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER.

10.6 CLIENT may make and retain copies of documents for information and reference in connection with use on the Work by CLIENT. Such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Work or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER. CLIENT shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

10.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

10.8 Any verification or adaptation of the documents for extension of project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

11. INSURANCE

11.1 ENGINEER shall procure and maintain insurance as described in ENGINEER's Proposal.

12. TERMINATION

12.1 The obligation to provide further services under this Agreement may be terminated for cause by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.

12.2 The obligation to provide further services under this Agreement may be terminated for cause by ENGINEER upon seven (7) days written notice if ENGINEER believes ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional.

12.3 The obligation to provide further services under this Agreement may be terminated for cause upon seven (7) days written notice if ENGINEER's services for Work are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

12.4 The obligation to provide further services under this Agreement may be terminated for convenience by CLIENT effective upon receipt of notice by ENGINEER.

13. CONTROLLING LAW

13.1 The law of the state in which the project is located governs this Agreement.

14. DISPUTE RESOLUTION

14.1 All Disputes between CLIENT and ENGINEER shall be settled by mediation. In the event mediation fails, disputes shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association as of the effective date of this Agreement.

15. ALLOCATION OF RISKS

15.1 ENGINEER shall indemnify and hold CLIENT harmless from any and all costs, losses, and damages caused solely by the negligent acts or omissions of ENGINEER and ENGINEER's Consultants in performance and furnishing of ENGINEER's services under this Agreement.

15.2 CLIENT shall indemnify and hold ENGINEER harmless from any and all costs, losses, and damages caused solely by the negligent acts or omissions of CLIENT and CLIENT's Consultants with respect to this Agreement or Work.

15.3 In recognition of the relative risks and benefits of the Project to both the CLIENT and the ENGINEER, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the ENGINEER to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, whether in contract, tort, or otherwise, so that the total aggregate liability of the ENGINEER to the CLIENT shall not exceed \$100,000 or the total compensation received by the ENGINEER under this Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

15.4 ENGINEER shall not be liable to CLIENT for anyone claiming by, through or under CLIENT for any special, indirect, incidental, and consequential damages whatsoever arising out of, or resulting from, or in any way related to the Work or Agreement, including, but not limited to, loss

of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

15.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the ENGINEER. The ENGINEER's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

16. DEFINITIONS

16.4 "Agreement" consists of ENGINEER's Proposal/Contract and these General Conditions.

16.5 "CLIENT" refers to person or business entity ordering Work to be done by ENGINEER or its officers, employees, agents or designated representatives. CLIENT may also be referred to by its business name in the body of ENGINEER's Proposal.

16.6 "Contractor" refers to person or business entity with which Work owner enters into a construction agreement.

16.7 "Contract Documents" refers to documents that establish the rights and obligations of the parties engaged in construction.

16.8 "ENGINEER" consists of Wayland Structural Engineering or its officers, employees, agents or designated representatives performing the Work, including ENGINEER's Consultants. ENGINEER may also be referred to as "Wayland Structural Engineering" and "WSE" in the body of ENGINEER's Proposal.

16.9 "ENGINEER's Consultants" refers to individuals or business entities having contract with ENGINEER to furnish services with respect to this Work. ENGINEER's Consultants is included in definition of ENGINEER.

16.10 "General Conditions" refers to that part of Agreement that sets forth terms, conditions, and procedures that govern Work to be performed by ENGINEER.

16.11 "Proposal/Contract" refers to that part of Agreement that lists scope of services, CLIENT's responsibilities, payments to ENGINEER for services and reimbursable expenses and other special provisions.

16.12 "Work" refers to the completed labor, services and documentation to be performed by ENGINEER as set forth in ENGINEER's Proposal.

17. TOTAL AGREEMENT

17.4 ENGINEER's Proposal and these General Conditions constitute the entire Agreement between CLIENT and ENGINEER and supersede all prior written or oral understandings.

17.5 This Agreement may only be amended, supplemented, modified or canceled by duly executed written instrument.

City of Ocala - FS #7 Shed - Wayland Engineering				
Phase		Rate/HR	Hours	Total Fee
SD	Grey Wayland, Principal	\$ 194.00	3.09	\$600.00
DD	Grey Wayland, Principal	\$ 194.00	6.19	\$1,200.00
CD	Grey Wayland, Principal	\$ 194.00	11.34	\$2,200.00
Construction Admin	Grey Wayland, Principal	\$ 194.00	7.22	\$1,400.00
				\$5,400.00

CIVIL ENGINEERING

Proposal Details





March 12, 2025

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

RE: ***Professional Services Agreement
City of Ocala Fire Station #7 Exterior Storage Building
Ocala, 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 the design and permitting of the Ocala Fire Station #7 Exterior Storage Building Site Plan (the "Project") in Ocala, Florida.

Project Understanding

1. Kimley-Horn understands that the Client wants to design a new one-story $\pm 6,800$ square foot (sf) exterior building together with required improvements in the northeast corner of the existing Fire Station #7 located on parcel 30338-000-00 in Marion County.
2. Kimley-Horn understands the existing fire station drainage retention area was designed with future improvements included and will not need to be modified as part of this project. Any stormwater modifications required as part of this project due to building design considerations can be provided as an additional service.
3. The Client has requested a proposal from Kimley-Horn to provide the site plan engineering and permitting services for this development. Below is the list of specific services that Kimley-Horn will provide to the Client.
4. 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 coordinate with the Client to design a conceptual site plan layout for the Project. The site plan layout will consist of a single, full-sized plan sheet (24" x 36"), generally including the

site landscape buffers and building setbacks, site layout, and geometry that conforms to the City of Ocala Code. Kimley-Horn will submit the site plan to the Client for review and comment. Kimley-Horn will make up to two rounds of revisions to address the Client comments.

- B. Kimley-Horn will attend one kick-off meeting with the Client and stakeholders to discuss the Project.

Task 2 - Surveying Services

- A. Kimley-Horn will procure the following survey services through a local surveying subconsultant. The surveyor will:

- 1) Provide a boundary and topographic survey with the following:
 - a. Topography with 1' contour intervals, and spot elevations
 - b. Locations of existing improvements and visible utilities
 - c. Locations of trees 4" or larger within the boundary.

Task 3 – Geotechnical Testing and Report

- A. Kimley-Horn will procure geotechnical services through a local subconsultant. The geotechnical engineer will:

- 1) Perform 5 Standard Penetration Test (SPT) soil borings to depths of 20 feet below the existing site grade in the proposed building area.
- 2) Prepare a report presenting the findings, evaluations, and recommendations to aid in the foundation design of the proposed building areas. Foundation design is not included within this scope of services.

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 one Major Site plan application to the City of Ocala and respond to up to two comment response letters.
- 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 – 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 the 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 Ocala
- 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. Construction phase support beyond the scope described above
6. 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. The cost for services is provided in Table A and a breakdown of fees by task is as follows:

<i>Task Description</i>	<i>Lump Sum Fees</i>
Task 1 – Preliminary Design	\$4,835.00
Task 2 – Surveying Services	\$6,745.00
Task 3 – Geotechnical Services	\$4,965.00
Task 4 – Civil Site Design and Permitting	\$39,160.00
Task 5 – Limited Construction Phase Services	\$7,270.00
Total Lump Sum	\$62,975.00

Kimley-Horn will perform the Tasks 1 - 5 for the total lump sum fee of \$62,975.00.

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 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, "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 _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have an authorized person sign this Agreement 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.

To ensure proper set up of your projects please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. 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; Table A; Billing Rates

MONARCH DESIGN GROUP, LLC

(Signature)

(Name)

(Title)

(Date)

(Email)

G:\New Business\Private Sector\City of Ocala\2025\NLD\Fire Station #7\Agreement_Ocala FS7 6.8K Exterior Building.docx

REQUEST FOR INFORMATION

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

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner		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.**
- 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.
 - 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.
 - 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.

**TABLE A
COST ESTIMATE FOR SERVICES**

PROJECT: CITY OF OCALA FIRE STATION #7 EXTERIOR STORAGE BUILDING
 CLIENT: MONARCH DESIGN GROUP, LLC
 KHA PM: NATHAN DODGE, P.E.
 BASIS FOR ESTIMATE: COUNCIL-APPROVED HOURLY RATES, CONTRACT #ENG/240627

SHEET: 1 of 1
 DATE: 3/12/2025

		DIRECT LABOR (MAN-HOURS)						
		Senior Professional II	Professional II	Analyst I	Senior Technical Support	Support Staff	LABOR HOURS	SUB (\$)
NO.	DESCRIPTION	\$395.00	\$290.00	\$160.00	\$255.00	\$140.00		
1.0	PRELIMINARY DESIGN	1	4	6	8	2	21.0	\$ 4,835.00
2.0	SURVEYING SERVICES		1	2	1	2	6.0	\$ 5,600.00
3.0	GEOTECHNICAL SERVICES		1	3		2	6.0	\$ 3,915.00
4.0	CIVIL SITE DESIGN AND PERMITTING	8	40	80	40	10	178.0	\$ 39,160.00
5.0	LIMITED CONSTRUCTION PHASE SERVICES	2	12	8	4	5	31.0	\$ 7,270.00
		11	58	99	53	21	242.0	\$ 9,515.00
GRAND TOTAL: \$								\$ 62,975.00

Kimley-Horn and Associates, Inc.

City of Ocala

Billing Rates

Classification	<i>Rate</i>
Senior Professional II	\$395.00
Senior Professional I	\$340.00
Professional II	\$290.00
Professional I	\$245.00
Analyst II	\$200.00
Analyst I	\$160.00
Senior Technical Support Staff	\$255.00
Technical Support Staff	\$160.00
Support Staff	\$140.00