

AGREEMENT BETWEEN COUNTY AND PROFESSIONAL SERVICES FIRM

This Agreement Between County and Professional Services Firm, (this “Agreement”) made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as “COUNTY”) and **Borrelli & Partners, Inc.**, located at 720 Vassar Street, Orlando, FL 32804, possessing FEIN# 59-2018056 (hereinafter referred to as “FIRM”) under seal for the Animal Services Center Rehabilitation, (hereinafter referred to as the “Project”), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

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

Section 1 – The Contract. The contract between COUNTY and FIRM, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #23Q-013 - Animal Services Center Rehabilitation, the Offer, Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, Certificates of Insurance and Notice to Proceed or Purchase Order.

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

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and FIRM.

Section 4 - Term. This Agreement shall commence upon COUNTY’s Board of County Commissioner’s approval and will conclude upon the Project’s final completion (“Term”). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence for all performance obligations of FIRM. The Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. As per specifications and requirements of the Project 23Q-013 Animal Services Center Rehabilitation, more fully set forth on **Exhibit A** – the Proposal hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

Section 6 – Compensation. COUNTY shall make payment of One Hundred Thirty-Nine Thousand One Hundred Thirty-Eight Dollars (\$139,138.00), (the “Agreement Price”), to FIRM under established procedure as outlined in **Exhibit A** – the Proposal. There shall be no provisions for pricing adjustments during the Term. Not more frequently than monthly, unless otherwise agreed in writing by FIRM and COUNTY, shall FIRM submit an invoice to COUNTY requesting payment for services properly rendered and reimbursement for Reimbursable Expenses, if provided in the Contract Documents, due hereunder. FIRM's invoice shall describe with reasonable particularity each service rendered, the person(s) rendering the service, and their billing rate. FIRM's invoice shall be accompanied by reasonable documentation or data in support of Reimbursable Expenses for which reimbursement is sought as COUNTY may require. If payment is requested for services by FIRM, the invoice shall bear the

signature of FIRM, which signature shall constitute FIRM's representation to COUNTY that the services indicated in the invoice have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all the obligations of FIRM covered by prior invoices have been paid in full, and that, to the best of FIRM's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to FIRM that payment of any portion thereof should be withheld. Submission of FIRM's invoice for final payment and reimbursements shall further constitute FIRM's representation to COUNTY that, upon receipt from COUNTY of the amount invoiced, all obligations of FIRM to others, including its consultants, incurred in connection with the Project, will be paid in full forthwith. When applicable, the Classification and Hourly Fee Schedule, are hereby incorporated into this Agreement as **Exhibit B**.

Section 7 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required, to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel and records of Reimbursable Expenses. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

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

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

Email: publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:

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

- C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 12 – Indemnification, pursuant to Section 725.08, F.S. FIRM shall indemnify COUNTY and its elected officials and employees against, and hold COUNTY and its elected officials and employees harmless from, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys’ fees, which COUNTY or its elected officials and employees may sustain, or which may be asserted against COUNTY or its elected officials and employees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM, in the performance of the Agreement, including but not limited to property damage, harm or personal injury, including death, to the extent allowed by Section 725.08, F.S., and to the extent that the services rendered pursuant to the Agreement were services of a “Design Professional” as defined in Section 725.08(4), F.S. This section shall survive the termination of the Agreement.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director’s address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

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

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

COMMERCIAL GENERAL LIABILITY

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

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

BUSINESS AUTOMOBILE LIABILITY

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

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

PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 per occurrence and \$2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of \$5,000,000. Projects \$5,000,000 or more will need to be reviewed by COUNTY’s Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

Section 14 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 15 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all the work timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation/Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

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

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

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) FIRM shall maintain a copy of such affidavit for the duration of this Contract and provide it to COUNTY upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.

- f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- g) If COUNTY terminates this Contract with FIRM, FIRM may not be awarded a public contract for at least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Contract and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 20 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 21 – Truth in Negotiation. FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted to exclude any significant sums by which COUNTY determines the Agreement Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one year following the end of this Agreement.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final Agreement of the Parties and conclusive proof of such Agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 23 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

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

2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section [215.4725](#), F.S. or
 - b. Engaged in a boycott of Israel.
- B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.
 1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S.
 2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
 3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section [215.4725](#), F.S. or is engaged in a boycott of Israel.
 4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
 1. Was entered into or renewed on or after July 1, 2018, and
 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section [215.4725](#), F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 25 - FIRM's Basic Duties. By executing this Agreement, FIRM represents to COUNTY that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to COUNTY that it will maintain all necessary licenses, permits or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to COUNTY for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

Section 26 – Prohibition Against Contingent Fees. The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, or individual firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Section 27 - Bidding/Negotiation Services. FIRM shall assist COUNTY or Construction Manager in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services performed in this phase include reviewing agency submittals and review for permitting.

Section 28 - Construction Administration Services. As a representative of COUNTY, FIRM in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the FIRM's operations, or as otherwise agreed with COUNTY to become generally familiar with and to keep COUNTY informed about the progress and quality of the portion of the Work completed. FIRM shall determine in general if the Work is being performed in a manner that would indicate that the Work, when fully completed, will be in accordance with this Agreement.

Section 29 - COUNTY's Right to Withhold Payment. In the event that COUNTY in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

Section 30 - Use and Ownership of Documents. The drawings, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of COUNTY. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by COUNTY or others. COUNTY shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

Section 31 – Firm Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as FIRM's employees, agents, consultants, and others on COUNTY property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

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

Section 32 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

Section 33 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 34 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Borrelli & Partners, Inc.
720 Vassar Street, Orlando, FL 32804
CONTACT PERSON: Jorge A. Borrelli | Phone: 407-418-1338

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

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

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

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

Section 35 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 36 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – the Proposal**

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

ATTEST:

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

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

CRAIG CURRY DATE
CHAIRMAN

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

BCC APPROVED: June 6, 2023
23Q-013 | Animal Services Center Rehabilitation

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

BORRELLI & PARTNERS, INC.

SIGNATURE

PRINTED NAME

BY: DATE

PRINTED:

ITS: (TITLE)

WITNESS:

SIGNATURE

PRINTED NAME

EXHIBIT A PROPOSAL



May 15, 2023

Marion County Board of County Commissioners
c/o Mr. Jared Goodspeed
Director of Facilities Management
Marion County Facilities Management
2602 SE 8th Street
Ocala, FL 34471

Re: **Scope and Fee Proposal for Architectural, Engineering and Other Design Services for the Marion County Animal Services Facility, Marion County, FL**

Dear Mr. Goodspeed:

Pursuant to your request, Borrelli + Partners, Inc. (B+P) is pleased to provide this scope and fee proposal for the above referenced project for your review and consideration.

The project's scope, as we understand it, is described below:

The goal of the project is to create a modern family friendly facility focused on adoption and enrichment for the animals and serving the Marion County (County) community. The B+P team will provide professional design, architectural, engineering, and consulting services to plan the New Animal Services Facility, which will incorporate all the existing functions, offices, storage areas and kennels included within the various buildings containing 21,339 SF to meet the existing functions with adequate growth for future needs.

Specific Design Criteria:

- New Animal Services Facility is to incorporate the existing functionality of the 21,339 SF currently being utilized. Provide flexibility with design, including the possible use of the existing structures. The goal is to create a New Animal Services designed to increase adoption, enrichment and service to the community.
- Administrative Areas:
 - Lobby/Reception Area
 - Tag Office
 - Technician Work Areas
 - Separate Cat & Dog Adoption Areas
 - Animal Control Officers & Road Supervisors Work Areas
 - Various Offices - Administration, Veterinarians, Investigators and Shelter Staff
- Medical & Surgical Areas
 - Drop Off Exam Area
 - Surgery Suite – 2 operating table areas
 - X-ray Area
 - Pre-Op Area
 - Post-Op Area
 - Sick Dogs Area
 - Sick Cats Area
 - Quarantine Dogs Area
 - Quarantine Cats Area

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720 Vassar Street, Orlando, Florida 32804
web borrelliarchitects.com

- o Injured Dogs Area
- o Injured Cats Area
- o Autoclave Area
- o Dog Isolation Area
- o Cat Isolation Area
- o Holding Area
- o Euthanasia Area
- Miscellaneous Areas:
 - o Food Storage & Preparation Area
 - o Equipment Storage Area
 - o Electrical Room
 - o Mechanical Room
 - o IT Room
- Animal Freezer – Exterior:
 - o 12' deep x 16' wide x 8' tall (interior measurements)
 - o -20 degrees
 - o Interior ramp
 - o Door is 6'- 5" tall x 4' wide
- Kennels – Quantity 192 (6 Separate Buildings)

Project Location:

We understand the project location to be 1001 West Highway 316, Citra, FL. The site is currently a developed equestrian farm with several structures, some of which the County intends to utilize if possible. See **Exhibit C** for property area.

PHASE ONE & PHASE TWO SERVICES TO BE PROVIDED:

Phase One scope of services is for the completion of architectural and engineering services to include the application for re-zoning of the property from Agricultural Zoning to Government Use Zoning, and submission of a corresponding Special Use Permit (SUP) application, conceptual building design, site master planning, buffering plan, exterior building and site renderings, Rough Order of Magnitude (ROM) construction cost estimate, public meetings to present the concepts to the community and a presentation to the Marion County Board of County Commissioners. Additionally, The B+P team will provide updated site Survey, Geotechnical Engineering, Traffic Impact Study, Environmental Consulting and Phase 1 Contamination Study.

The Special Use Permit (SUP), application will be prepared with a simplified and truncated findings of facts and submitted to the county by the required submittal date. The County will accept the partial application and be agreeable to the conceptual plan and other supporting documentation being submitted to augment the application as they are developed by working with stakeholders and staff. These documents may be presented up to and including at the P&Z and BOCC meetings.

Phase Two will begin later at a date yet to be determined and approved by the County. This phase will include providing 100% schematic design, design development and complete construction documents, permitting, bidding assistance as well as project construction contract administration and observation.

ARCHITECTURAL / ENGINEERING SCOPE OF SERVICES:

PHASE 1

DATA COLLECTION:

Data Collection includes preparation and attendance at a project kickoff meeting and developing meeting minutes. The County will provide any available plans or documents for existing development on or adjacent to the site in question. During this phase, surveying, geotechnical investigations, environmental studies and initial traffic consultation will be initiated. During this phase, the design team will conduct site visits to investigate, photo-document the existing conditions and to develop an understanding of the current conditions of the existing structures.

PROGRAMMING AND MASTER PLANNING PHASE:

The initial step will be to confirm the current project program for the facility, identifying individual spaces, finishes and functional requirements for those spaces within each of the buildings. Program elements will be prioritized through programming meetings with the County. This will be accomplished through a series of meetings and discussions with the County and stakeholders. Through meetings with the County, B+P will establish a theme or style for the new facility and develop bubble diagrams which will be refined to a preliminary floor plan diagrams to develop elevations for the County's review comment and approval. It is not the intent to develop detailed floor plans for each building until Phase 2. B+P will make minor revisions to the building bubble diagrams per the County's comments. The building's program will be the basis for the bubble diagrams and subsequent conceptual design. The B+P team will also develop a site master plan taking into consideration the possible use of the existing structures on the site. The site plan will meet the County's requirements with regards to the master plan.

- A. Acquire all existing documents from the County.
- B. Review new zoning requirements for compliance with the proposed building and site improvements.
- C. Develop a program report [Draft & Final copy].
- D. Develop bubble diagrams for the buildings [One (1) iteration included].
- E. Develop bubble diagrams for the master plan site layout [Three (3) options included].
- F. Deliver final master plan site layout to include 2-D rendered site plan.
- G. Conduct code research.
- H. Meetings with stakeholders: We have included up to three (3) in-person meetings and two (2) virtual meetings with the County during this phase [Incl. site visits, programming meetings and design review meetings].
- I. Initiate site survey and environmental site assessment for threatened and endangered species (T&E) consultants.
- J. Initiate water and sanitary sewer disposal consultant.
- K. Initiate geotechnical and traffic consultants.

CONCEPTUAL DESIGN PHASE:

Based on an approved and accepted program and master plan, the B+P team will develop conceptual level design documents for the facility and site improvements. B+P will develop elevation options for the County's review and approval and refine the final selected concepts. Pursuant to the County's approval, B+P will:

- A. Finalize selected concept and incorporate County's comments.
- B. Generate conceptual designs including 3-D renderings of the buildings and the site improvements.
- C. Complete and deliver conceptual design package.
- D. Develop a Rough Order of Magnitude (ROM) for site and building improvements.
- E. Preparation and submittal of special use and zoning applications.
- F. Attendance at one (1) in-person meeting and two (2) virtual meetings with the County to review and discuss conceptual design.

- G. Preparation and attendance at two (2) in-person Public Meetings to support the County for the re-zoning and special-use approvals of the facility. B+P will develop presentation graphics and PowerPoint presentation slides to augment County's efforts.
- H. Preparation and attendance at one (1) in-person Board of County Commissioners meeting to present conceptual design.

PHASE 2:

Based on the advertisement and selection for RFQ# 23Q-013, the County will negotiate a mutually agreeable contract amendment with B+P for the formal architectural, landscape architectural, engineering, site plan design and post-design construction phase support services.

The fee for these services will be negotiated considering the scope and complexity of the project(s), and upon successful and agreeable negotiations, a contract amendment adding the additional services will be executed at the appropriate time.

PROPOSED DRAFT SCHEDULE: [See Draft Project Schedule attached here as **Exhibit D**]

Phase 1:

Notice-To-Proceed:

Water & Sewer Consultation

2 months*

Traffic Engineering Coordination

2 months*

Data Collection/Site Visit:

6 weeks*

Programming:

1 month

Stakeholder meetings

County Review:

1 week

Master Planning:

1 month

Develop space adjacency building bubble diagrams
& (3) master plan site layout concepts

County Review:

1 weeks

Develop final selected building bubble diagrams
& master plan site concept layout

2 weeks

Develop site plan 2-D rendering

Conceptual Design:

1 month

Generate conceptual building designs

County Review:

1 week

Develop final conceptual building designs

2 weeks

Develop ROM estimate

County Review:

1 week

Initiate Special Use Permit (SUP)
& Re-Zoning Application

3 months*

Finalize conceptual design package:

2 weeks

Including 3-D renderings of buildings & site

Public Involvement Meetings [two (2) meetings]*

*These items will be initiated concurrently within their respective phases.

Phase 2: [TBD]

Design Development:

County Review:
Construction Documents:
60% CDs Complete:
County Review:
90% CDs Complete:
County Review:
Permitting Services:
100%/Final CDs Complete:
Bidding Services:
Construction Administration:

PROPOSAL QUALIFICATIONS / ASSUMPTIONS:

- The County will deliver to B+P all existing site documents, utility documents related to the site for our review.
- Detailed field measurements and existing building 'as-builts' to be completed in Phase 2.
- Full landscape architecture will not be developed for the master plan phase, only concept plantings. Full landscape architecture will be delivered with future phase(s) of engagement.

NOT INCLUDED IN SCOPE OF SERVICES:

- A. Architectural documents for permitting or construction services
- B. MEP/FP/AV-IT Engineering documents for permitting or construction services
- C. Structural Engineering documents for permitting or construction services
- D. Civil Engineering documents for permitting or construction services
- E. Irrigation Design services for documents for permitting or construction services
- F. Detailed Cost Estimating Services [ROM Included]
- G. LEED or Green Globes Services / Commissioning
- H. Public Presentations (other than noted herein)
- I. Models or Renderings (other than noted herein)
- J. Permit Submission Review Fees (other than noted herein)
- K. Submission printing (Incl. in NTE reimbursable expenses)
- L. Public Involvement advertising / venue
- M. Any required Legal services
- N. Any other services not specifically included herein

FEE PROPOSAL:

We propose to accomplish the above Phase 1 scope and tasks for a total lump-sum fee of **One Hundred Thirty-Two Thousand One Hundred Thirty-Eight Dollars and Zero Cents (\$132,138.00)** exclusive of not-to-exceed reimbursable expenses. Not-to-exceed reimbursable expenses are estimated at **Seven Thousand Dollars and Zero Cents (\$7,000.00)**. The breakdown of fees by sub-consultant are as follows:

Borrelli + Partners, Inc. - Architecture:	\$44,266.00
Borrelli + Partners, Inc. - Landscape Architecture:	\$ 16,644.00
Bacon Group - Shelter Specialist Consultant:	\$ 15,913.00
Davis Dinkins Engineering, PA - Civil Engineering:	\$42,050.00
Kittelson & Associates - Traffic Consultant:	\$ 7,950.00
DNM Engineering & Associates - Water & Wastewater Process Consultant:	\$ 5,315.00
GRAND-TOTAL FEES:	\$132,138.00

Not-To-Exceed Reimbursable Expenses: \$ 7,000.00

Please see the Fee Summation Sheet attached as Exhibit B for a detailed breakdown of our professional fees for your review and consideration. Please see Exhibit A – 2023 B+P Hourly Rates to be utilized for all authorized Additional Services. In addition, we have included herein our sub-consultant's proposal for their specific scope of services for your review.

If you have any questions or if I can provide any additional clarification regarding our services, please feel free to contact me at your convenience. Please notify us if this proposal meets with your approval. We look forward to collaborating with you on this very exciting project.

Sincerely,



Jorge A. Borrelli, ASLA, LEED AP BD+C, CPTED
President
Borrelli + Partners, Inc.
Architects Planners

Cc: Dan Trbovich, R.A., NCARB, LEED AP BD+C, Sr. Associate – B+P
Chandra Hall, Chief Operating Officer, Sr. Associate – B+P

EXHIBIT B

2023 Billing Rate Schedule

<u>Architectural Principals:</u>	<u>Billable Rate:</u>
Architect/Landscape Architect/Interior Designer – Principal	\$200.00
<u>Architectural Staff:</u>	<u>Billable Rate:</u>
Sr. Project Manager	\$192.00
Project Manager	\$177.00
Project Architect	\$151.00
Architectural/Interior Designer	\$115.00
<u>Landscape Architectural Staff</u>	<u>Billable Rate:</u>
Project Manager Landscape Architect	\$177.00
Project Landscape Architect	\$151.00
Landscape/Irrigation Designer	\$115.00
<u>Support Staff:</u>	<u>Billable Rate:</u>
Clerical/Secretarial/Administration	\$ 94.00
Architectural Spec. Writer	\$135.00
<u>A/E Field Representative</u>	<u>Billable Rate:</u>
Field Representative	\$150.00

MARION CO. ANIMAL SERVICES SITE

Legend





















Google Earth



PROPOSED SCHEDULE
MC NEW ANIMAL SERVICES FACILITY - PHASE I
Exhibit D
REVISED 5/11/2023

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessor	April	May	June	July	August	September	October	November
0		PROPOSED SCHEDULE - MC NEW ANIMAL SERVICES FACILITY - PHASE I	100 days	Wed 5/17/23	Tue 10/3/23									
1														
2		Notice-To-Proceed*	1 day	Wed 5/17/23	Wed 5/17/23									
3		Data Collection/Site Visit	6 wks	Thu 5/18/23	Wed 6/28/23	2								
4		Water & Sewer Consultation*	2 mons	Thu 6/22/23	Wed 8/16/23	9								
5		Traffic Engineering Consultation*	2 mons	Thu 6/22/23	Wed 8/16/23	9								
6														
7		Programming:	1 mon	Thu 5/18/23	Wed 6/14/23	2								
8		Stakeholder meetings												
9		County Review	1 wk	Thu 6/15/23	Wed 6/21/23	7								
10														
11		Master Planning:	1 mon	Thu 6/22/23	Wed 7/19/23	9								
12		Develop space adjacency building bubble diagrams & (3) master plan site layout concepts												
13		County review	1 wk	Thu 7/20/23	Wed 7/26/23	11								
14		Develop final selected building bubble diagrams & master plan site concept layout	2 wks	Thu 7/27/23	Wed 8/9/23	13								
15		Develop site plan 2-D rendering												
16														
17		Conceptual Design:	1 mon	Thu 7/27/23	Wed 8/23/23	14SS								
18		Generate conceptual building designs												
19		County Review	1 wk	Thu 8/24/23	Wed 8/30/23	17								
20		Develop final conceptual building designs	14 days	Thu 8/31/23	Tue 9/19/23	19								
21		Develop ROM estimate	1 wk	Wed 9/20/23	Tue 9/26/23	20								
22		County Review	1 wk	Wed 9/27/23	Tue 10/3/23	21								
23		Initiate Special Use Permit (SUP) & Re-Zoning Application	2.9 mons	Fri 6/30/23	Tue 9/19/23									
24														
25		Finalize conceptual design package:	14 days	Thu 8/31/23	Tue 9/19/23	20SS								
26		Including 3-D renderings of buildings & site												
27		Public Involvement Meetings [two (2) meeting]*												
28														
29		*These items will be initiated concurrently with in their respective phases.												

Project: PROPOSED SCHEDULE Date: Thu 5/11/23	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone	