

**AGREEMENT BETWEEN ALACHUA COUNTY AND BORRELLI & PARTNERS,
INC. FOR THE ARCHITECTURAL AND ENGINEERING SERVICES FOR NEW
ANIMAL RESOURCES & CARE FACILITY, NO 14324**

This Professional Services Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Borrelli & Partners, Inc., a Florida for Profit Corporation which is authorized to do business in the State of Florida ("Architect"), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County issued Request for Proposal (RFP) 24-480 seeking proposals to retain the services of an architect to provide professional services for the design and architectural management over the construction of a new County Animal Resources & Care Facility; and

WHEREAS, in such solicitation process the County complied with the requirements of the Consultants’ Competitive Negotiation Act, F.S. § 287.055 (“CCNA”); and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Architect as top ranked firm; and

WHEREAS, the Architect is qualified and is willing to provide the County with the services as set forth herein; and

WHEREAS, the County desires to engage Architect to provide the services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Architect agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein.
2. **Scope**. In accordance with the terms and conditions of this Agreement, County contracts with the Architect to provide the following to services to the County: the Architectural, Structural Engineering, Civil Engineering, MEP/Life Safety Engineering,, Landscape Architecture, and Site Photometrics for planning and design services for a new Animal Resources and Care Facility hereafter called “ARF” at a location to be determined by the County, with one potential location being off Southwest 23rd Terrace on University of Florida. The approximate size of the building will be 29,000 GSF of Interior Conditioned Space, and 9,500 GSF of Covered Exterior Space.
3. The plan for this facility is to create a healthy environment for both cats and dogs. The facility should be designed to allow cats and dogs to be housed separately, which will facilitate easier operations for both animals and staff, as well as for cleaning purposes. Access to the outdoors is essential for daily operations. Implementing strategies for indoor air conditioning, effective outdoor shading, and proper air movement are critical. Additionally, the building should incorporate rodent-proofing measures to ensure a clean and safe environment for both the animals and staff.: Contract for services specified herein, from qualified entity that will provide prompt and efficient professional licensed Architectural and Engineering Services, for the design of the ARF, in accordance with Florida State Statute 287.055, known as the “Consultants Competitive Negotiation Act”. The County intends to proceed with this project under a Construction Manager

at Risk (CMAR) with Guaranteed Maximum Price (GPM) contract, and will work with the Architect/Engineer, to achieve the requirements and objectives of this project. The CMAR will assume the risk for construction and provide design phase assistance in the evaluation of costs, schedule, systems and materials during design. The Architect agrees to provide architectural, site evaluation, engineering and planning and design services for the Project in accordance with the Scope of Services attached hereto as **Exhibit "1"** and incorporated herein ("Services") for and as needed by the County. Architect acknowledges and agrees that **TIME IS OF THE ESSENCE** for completing the Services. The County reserves the right to make changes to the Scope of Services, including alterations, reductions, or additions. Minor changes in scope may be implemented without a formal written modification. However, any substantial changes to the Scope of Services must be documented in a written modification, which shall be executed by both Parties.

4. **Term.** This Agreement is effective upon execution by the Parties hereto and continues until all duties are completed or until terminated as provided for herein.

5. **Definitions:** For purposes of this Agreement, the following definitions apply:

- A. **Construction Documents:** Plans, drawings, specifications, approved changed orders, revisions, addenda, and other documents which set forth in detail and communicate the Project's design, construction and administration of the construction contract for the Project.
- B. **Final Completion:** The stage of construction when the work has been completed in accordance with the County's Agreement for Construction of the Project and the County has received all Construction Documents for closeout of the work.
- C. **Substantial Completion:** The stage of construction when the County can occupy or beneficially use of satisfactory completed work.

6. **Qualifications and Representations.** By executing this Agreement, Architect makes the following representations to County and agrees to the following:

- A. Architect is qualified and has the skill, knowledge and expertise to provide the Services. Architect will maintain all certifications, permits, licenses, and other authorizations necessary to act as a professional and to provide the Services during the term of this Agreement.
- B. Architect will perform the Services with the skill and care which would be exercised by a qualified Architect performing similar services at the time and place such Services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Architect will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and direct damages to the County arising from the deficiency.
- C. Architect is familiar with the Services and the specifications and the conditions of the site and location of the Project.
- D. Architect will prepare deliverables required by this Agreement, including but not limited to Contract Documents, in such a manner that they shall be accurate, coordinated and in compliance with applicable federal, state, and local law, codes, and regulations. The Parties agree that the County's review of the deliverable in no way diminishes the Architect's warranty pertaining to the deliverables.

- E. Architect will attend scheduled meetings required by the County for the Project and related to administration of this Agreement, including any those with staff from County departments and offices and other stakeholders. Meeting protocols and obligations for-construction are included in the Scope of Services, **Exhibit “1”**.
- F. Architect will coordinate, cooperate, and work with any other consultants and contractors retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining other professionals for similar or same Services or from independently performing the Services provided under this Agreement on its own.
Architect will coordinate, cooperate, and work with the University of Florida (UF) and the Division of Historical Resources (DHR) to ensure compliance with all applicable historic preservation standards and requirements, including those outlined in the Secretary of the Interior’s Standards for Rehabilitation. This includes coordinating design reviews, preserving historical structures, and mitigating potential adverse effects on historic resources.
- G. Pursuant to and to the extent Section 558.0035, Florida Statutes is applicable, **AN INDIVIDUAL EMPLOYEE OR AGENT OF ARCHITECT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE OF SERVICES PROVIDED IN THIS AGREEMENT.**

7. **Payments.**

- A. For timely performance and completion of the Services in accordance with the terms and conditions of this Agreement, the County shall pay the Architect as prescribed in **Exhibit “2”**, Basis of Compensation, which is attached hereto and made part hereof.
- B. As a condition precedent for any payment, Architect shall submit monthly invoices to the County, on or about the same day each month, requesting payment for Services properly rendered and expenses due. Architect shall submit invoices to the County at the following address, unless otherwise directed by the County:

Alachua County Facilities Department
Attn: Facilities Manager
12 SE 1st Street
Gainesville, Florida 32601
- C. Architect's invoice must describe the Services rendered, the date performed and the person(s) rendering such Services. Architect's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. Each invoice shall constitute the Architect's representation to the County that the Services listed have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of

Architect covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Architect's invoice for final payment shall further constitute the Architect's representation to the County that, upon receipt by the Architect of the amount invoiced, all obligations of the Architect to others, including its consultants and subcontractors, will be paid in full.

- D. The County will process and pay all invoices in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
 - E. In the event that the County becomes credibly informed that any representations of the Architect relating to payment are wholly or partially inaccurate, the County may withhold payment of sum then, or in the future, otherwise due to the Architect until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.
 - F. Prior to the submission of requests for final payment, the County representative and the Architect will conduct a project close-out session with County staff, ensuring that the County is satisfied with the project. As a minimum, the close-out session should include: 1) Review of project documents; 2) Inventory of transmittals; 3) Review of punch list; and 4) Final joint site inspection, with User Group. In the event this section conflicts with a section of the Scope of Services on close-out, this Scope of Services section will prevail over this paragraph.
 - G. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
 - H. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Architect agrees to cooperate with County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Services and as specifically required by the granting agency, and receiving no payment until all required forms are completed and submitted.
6. **Insurance.** Architect will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "3"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "3-A"**.
7. **Deliverables and Construction Documents.**
- A. Any and all Project Deliverables required by this Agreement to be prepared by Architect, such as, but not limited to, the Construction Documents and Project plans

and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Architect represents that the Project Deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations and will be free from errors and omissions. The County's review of the Project Deliverables in no way diminishes the Architect's representations pertaining to the deliverables. All final plans and documents that are required by Florida Law to be endorsed and are prepared by Architect in connection with the Services shall bear the endorsement of a person in the full employment of the Architect or duly retained by Architect and duly licensed in the appropriate professional category.

All Project Deliverables and Construction Documents are the sole property of County and may be used by County for any purpose without restriction or limitation of use for this Project for the life of the facilities designed and constructed as part of the Project, and may be reproduced, used and published by the County for all purposes related to the Project, including but not limited to the permitting (permitting will be with the University of Florida and the Suwannee River Water Management Department), construction, operation, maintenance, altering, repairing, remodeling and adding to the facilities designed and constructed as part of the Project. If the use of these Documents by the County is other than in connection with this Project, the Architect and its consultants shall incur no liability and the County hereby indemnifies and holds harmless the Architect and its consultants from any loss or damage, including attorney's fees, incurred as a result of this provision.

- B. The County may allow its CMAR, contractors, consultants, and subcontractors, to reproduce applicable portions of the Deliverable, solely and exclusively for use in performing services or construction for this Project.

8. **Permits.** Architect will obtain, maintain, all necessary permits, required for performing the Services, except for the building permit(s) which may be the responsibility of the CMAR and the County.

9. **Inspections.** County may have one or more representatives visit the site of the Project from time to time, or on a full-time basis, as the construction progresses. Architect shall not interfere with the functions of said representatives and will cooperate and work with said representatives. No action or failure to act by a representative shall relieve Architect from any of its Services or obligations hereunder.

10. **Architect's Representative:**

- A. Architect has employed and hereby designates Dan-Michael Trbovich, RA, NCARC, LEED AP BD+C to serve as Architect's representative (hereinafter referred to as the "Representative"). The Representative authorized and responsible to act on behalf of the Architect under this Agreement. By execution of this Agreement, Architect acknowledges that the Representative has full authority to bind and obligate Architect on all matters arising out of or relating to this Agreement. Architect agrees that the Representative shall devote whatever time is required to satisfactorily manage, perform and complete the Services to be provided by Architect hereunder. Further, Architect agrees that the Representative identified above shall not be removed by the Architect without the County's prior approval, and if so removed, must be immediately replace with a person acceptable to the County.

- B. Architect agrees that its employees, senior staff, sub-consultants and subcontractors, who will perform any Services for the Project are subject to the County's reasonable approval. Attached hereto as **Exhibit 4** is a listing of Architect's Design Team Members who have been assigned to the Project, as well as the subconsultants and subcontractors who will be used by Architect on the Project. None of the individuals identified in **Exhibit 4** shall be removed by Architect from the Project without County's prior written approval (such approval not to be reasonably withheld), and if so removed shall be immediately replaced with a person or firm reasonable acceptable to County. Architect further agrees, within fourteen (14) calendar days of receipt of a written request from County, to promptly remove and replace the Representative, or any other personnel employed or retained by Architect, or any subconsultants or subcontractors engaged by Architect to provide and perform Services pursuant to the requirements of this Agreement, whom County shall request in writing to be removed, which request may be made by County's Public Works Department Director with or without cause.
- C. Architect agrees not to divulge, furnish or make available to any person, firm or organization, without County's prior written consent, or unless incident to the proper performance of Architect's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the Services to be rendered by Architect hereunder, and Architect shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this Paragraph.
- D. Architect acknowledges that County is contracting with a CMAR who shall be responsible for the construction of the Project (hereinafter to as "Construction Manager"). If CMAR is retained during any of the design phases, Architect agrees to cooperate with CMAR with respect to Construction Manager's delivery of services to County. Also, in such event, Architect agrees to incorporate, whenever practicable and consistent with professional standard of care, and after County's written approval, all suggestions or recommendations timely made by CMAR with respect to the Project design. The Architect shall be solely responsible for evaluating the effect, impact and ramifications, if any, which the suggested or recommended design modifications will have on the Architect's design and the Construction Documents, and Architect shall notify County, in writing, of any such effect, impact or ramification. The Architect's incorporation of any suggested or recommended design modification into Architect's design or Construction Documents, or the County's review or approval of same shall not constitute a waiver, release or acceptance of any error or omission in the Architect's design or the Construction Documents and shall in no way waive or release Architect from its duty to perform this Agreement.
- E. County may have one or more representatives visit the site of the Project from time to time, or on a full-time basis, as the construction progresses. Architect shall not interfere with the functions of said representatives and will cooperate and work with said representatives. No action or failure to act by a representative shall relieve Architect from any of its services or obligations hereunder.

11. **Alachua County Minimum Wage.** If, as determined by County, the Services to be

performed under this this Agreement are ‘Covered Services’, as defined under the Alachua County Government Minimum Wage Ordinance (“Wage Ordinance”), then during the term of this Agreement and any renewals, Architect shall pay its ‘Covered Employees’, as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage (“Minimum Wage”), as may be amended by the County. Architect will require the same of its subcontractors and subconsultants who provide the Services. If applicable, Architect will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit “5”**. Architect will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Architect and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be applicable without necessary of amendment to this Agreement:

\$18.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour	\$20.00 per hour without health benefits
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If applicable to the Services under this Agreement and to Architect, failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

11. **Default and Termination.**

A. **Termination for Default:**

1.A.1. The failure of Architect to comply with any provision of this Agreement will place Architect in default. If Architect is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Architect with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Architect.

1.A.2. If the County determines that Architect is in default under this Agreement, the County shall notify Architect in writing of Architect’s default(s). If the County determines that Architect has not remedied and cured the default(s) within seven (7) calendar days following receipt by Architect of said written notice, then the County may, at its option and without releasing or waiving its rights and remedies against Architect and without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate Architect’s right to proceed under this Agreement, in whole or in part.

- 1.A.3. If the County deems any of the foregoing remedies necessary, Architect shall not be entitled to receive any further payments hereunder until after the Services are completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the unpaid balance of any payments due to the Architect, and if such expenditures exceed the unpaid balance payments due to the Architect, the Architect shall pay promptly to the County the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid.
- 1.A.4. If, after notice of termination of the Architect's right to proceed pursuant to this Section, it is determined for any reason that Architect was not in default, or that its default was excusable, or that the County is not entitled to the remedies against the Architect as provided herein, then such termination shall be deemed a termination for the County's convenience and Architect's sole and exclusive remedies against the County shall be the same as and limited to those afforded the Architect under Section 11.B below
- B. Termination for Convenience: County may terminate the Agreement without cause by providing seven (7) calendar days' written notice of termination for convenience to the Architect. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Architect will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Architect. In the event of such termination for convenience, the Architect's recovery against the County shall be limited to that payment for those Services performed through the date of termination and the Architect shall not be entitled to any other or further recovery against the County, including, but not limited to, damages, consequential or special damages, or any anticipated profit on portions of the Services not performed.
- C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Architect. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Architect. In the event of such termination, the Architect's recovery against the County shall be limited to that payment for those Services performed through the date of termination and the Architect shall not be entitled to any other or further recovery against the County, including, but not limited to, damages, consequential or special damages, or any anticipated profit on portions of the Services not performed.
- D. Upon termination of this Agreement, the County may obtain the Services from any

other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon notice of termination, unless otherwise directed by the County in writing, the Architect will (a) stop work on the termination date, (b) transfer all Services in process to the County, (c) deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Architect in performing this Agreement, whether completed or in draft and (d).

12. **Indemnification.** ARCHITECT HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, ~~DEFEND~~, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN NEGLIGENT ACT, ERROR OR OMISSION OF ARCHITECT OR ARCHITECT'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM ARCHITECT'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND IMPROVEMENTS THEREON. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Architect or Architect's employees, representatives or agents, then Architect will investigate, respond to and provide a defense for any allegations and claims, at Architect's sole costs and expense. Architect and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

13. **Human Trafficking Affidavit of No Coercion for Labor or Services**

- A. Section 787.06(13), Florida Statutes, requires any governmental entity, which includes "district", when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) 1-72 and 787.06(2)(e)3, Florida Statutes.
- B. Contractor will certify this understanding, obligation, through the completion of the No Coercion for Labor or Services Affidavit, a copy of which is attached the this Amendment as **Exhibit "8"**

14. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Architect:
BORRELLI & PARTNERS, INC.
720 VASSAR STREET
ORLANDO, FL 32804

To County:
Alachua County Facilities Department
Attn: Facilities Director
12 SE 1st Street
Gainesville, Florida 32601
dwhitcraft@alachuacounty.us

cc: With a copy electronically sent to:
Alachua County Procurement, Attn:
Contracts
acpur@alachuacounty.us
Clerk of Court, Attn Finance &
Accounting
dmw@alachuaclerk.org

15. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Architect, *when acting on behalf of the County*, shall keep and maintain ‘public records’ as required by Florida law, and shall:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County’s custodian of public records, provide the 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 Florida law or as otherwise provided by law.
3. 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 of this Agreement and following completion of the Agreement if Architect does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Architect or keep and maintain public records required by the County to perform the Service. If Architect transfers all public records to the County upon completion of the Agreement, Architect shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Architect keeps and maintains public records upon completion of the Agreement, Architect shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the County’s information technology systems.

IF ARCHITECT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ARCHITECT’S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Architect fails to comply with this section, Architect will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Architect who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Architect will take reasonable measures to protect, secure and maintain any data held by Architect in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Architect suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Architect shall immediately notify the County in writing and will work, at Architect's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Architect may claim that some of Architect's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Architect in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Architect shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Architect. County will promptly notify Architect in writing if the County receives a request for disclosure of Architect's Confidential Information. Architect may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Architect shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Architect's Confidential Information in a manner not contemplated by this Agreement. Architect shall investigate, handle, respond to, and defend, at Architect's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Architect shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Architect is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Architect shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Architect releases the County from claims or damages related to disclosure by the County.

C. Laws & Regulations. Architect will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Architect is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Architect is not familiar with laws, ordinances, rules and regulations, Architect remains liable for any violation and all

subsequent damages, penalties, or fines.

D. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

E. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Architect each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

F. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment executed by the Parties.

G. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party or any person who is not a party to this Agreement.

H. Independent Contractor. In the performance of this Agreement, Architect is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Architect is solely responsible for the means, method, technique, sequence, and procedure utilized by Architect and its employees in the full performance of the Services referenced in this Agreement. The Architect does not have the power or authority to bind the County in any promise, agreement or representation.

I. E-Verify. Pursuant to F.S. sec. 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of the Agreement. Contractor shall require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and the Contractor (a) may not be awarded a contract with the County for at least 1 year after the date on which the Agreement was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.

J. Conflict of Interest. Architect warrants that neither Architect nor any of Architect's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Architect shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

K. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Architect warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Architect to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Architect any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Architect breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

L. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force

majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, pandemics, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

M. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

N. Collusion. By signing this Agreement, Architect declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

O. Counterparts. This Agreement may be executed in any number of and by the Parties on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

P. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

Q. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manual written or electronic signature, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

R. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: the County, through the Chair of the Board of County Commissioners, who is authorized to sign and by Architect, through its duly authorized representative.

ARCHITECT



By: _____

Print: Jorge A. Borrelli, ASLA, LEED AP BD+C,
CPTED

Title: President

Date:

01.06.2025

IF THE ARCHITECT IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By: _____

Charles S. Chestnut, IV, Chair
Board of County Commissioners

Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

Exhibit 1: Scope of Services

1. Scope of Services

- 1.1. The Services required are Architectural, Structural Engineering, Civil Engineering, MEP/Life Safety Engineering, Landscape Architecture, and Site Photometrics for planning services and design services the Animal Resources and Care Facility hereafter called “ARF”. The approximate size of the building will be approximately 29,000 GSF of Interior Conditioned Space, and 9,500 GSF of Cover Exterior Space.
- 1.2. The ARF is to create a healthy environment for both cats and dogs. The facility should be designed to allow cats and dogs to be housed separately, which will facilitate easier operations for both animals and staff, as well as for cleaning purposes. Access to the outdoors is essential for daily operations. Implementing strategies for indoor air conditioning, effective outdoor shading, and proper air movement are critical. Additionally, the building should incorporate rodent-proofing measures to ensure a clean and safe environment for both the animals and staff. The County intends to proceed with this project under a CMAR with Guaranteed Maximum Price (GPM) contract, and will work with the Architect/Engineer, to achieve the requirements and objectives of this project. The CMAR will assume the risk for construction and provide design phase assistance in the evaluation of costs, schedule, systems and materials during design.
- 1.3. The ARF should include, but not limited to:
 - 1.3.1. General Office and Administration; reception, administrative offices, storage, restrooms, food storage and preparation, parking, staff locker room/space, laundry facilities
 - 1.3.2. Kennel Space; general population canine (up to 200), general population feline (up to 75 with access to Catio), aggressive canine quarantine, ill canine isolation kennels, ill feline isolation kennels, food storage, general storage.
 - 1.3.3. Field Operations spaces; dispatch area, officer quarters, storage, evidence holding, dedicated vehicle access.
 - 1.3.4. Veterinarian Treatment area; exam rooms (up to 4), surgery suite, euthanasia/forensic room(s), e-ray/ultra-sound room, recovery spaces, designated spaces for UF teaching, canine and feline recovery kennels
 - 1.3.5. Canine outdoor exercise, training and play areas

2. General Requirements: Pursuant to the terms and conditions of the Agreement, the Architect (also as may referred as the “Architect” below) shall provide the following Services for the County and its Project, including, but not limited to:

- 2.1. Review the County’s Opinion of Probable Project Cost and provide adjustments if necessary
- 2.2. All architectural, site evaluation, engineering, and planning services to design
- 2.3. Architectural and engineering services to include structural, mechanical, plumbing, fire protection and electrical engineering, programming, code required signage, audio visual, Fear Free design and acoustic concepts, site photometrics and security design. These services will specifically include the preparation of construction documents and technical

specifications.

- 2.4. Attend all scheduled meetings and conferences required by the County in the administration of the agreement. If requested to attend additional meetings beyond those outlined in the scope of work, paragraph 2.238 additional compensation shall be provided to the Architect.
- 2.5. Maintain written minutes in such a manner as to record the agreements and understandings resulting from meetings, conferences and discussions. Architect is only responsible for consultant lead meetings as outlined in the scope of work. CMAR to provide minutes for all Owner Architect Contractor and CM coordination meetings during preconstruction and construction.
- 2.6. Provide schedules indicating start/completion dates for the overall design project and for shorter term detailed information, as requested by the County.
- 2.7. Maintain oversight of the work ensuring that contractors perform in accordance with the terms, conditions, and project specifications.
- 2.8. Interface with the Construction Manager as required during the design and the construction phase of the project to establish a project team which includes the Consultant, Constitutional Officer(s) and or designee(s), special interest groups, County staff and the CMAR .
- 2.9. Ensure that the work and disposal of material are following the Solid Waste Disposal Act.
- 2.10. Assist in developing a project schedule and submittal
- 2.11. Observe work ensuring that the work is performed according to the design and construction documents.
- 2.12. Reviewing and approval of all applications for payment/s ensuring that proper documentation/s are maintained and all expenditures are recorded
- 2.13. The Architect shall work to:
 - 2.13.1. Maximize durability.
 - 2.13.2. Maximize energy efficiency
 - 2.13.3. Maximize future recyclables.
 - 2.13.4. Maximize maintainability.
 - 2.13.5. Maximize recycled content
 - 2.13.6. Maximize use of local and regional materials.
 - 2.13.7. Minimize embodied energy. Promote the highest and best use of a material to avoid wasting its embodied energy
 - 2.13.8. Minimize use of hazardous natural chemicals (asbestos, lead etc.)
 - 2.13.9. Minimize use of synthetic chemicals.
- 2.14. Assist the County by furnishing the necessary design data for all necessary documents required by the City, County, State or Federal Grants, approvals or permits

- 2.15. Ensure that all plans including construction documents meet the latest Florida Accessibility Code and 2023 Florida Building Codes.
- 2.16. At the time this Agreement is executed, the Architect shall sign and deliver to the County Truth-In-Negotiation Certificate attached hereto and made a part hereof as **Exhibit “6”**. The Architect’s compensation shall be adjusted to modify any sums by which the County determines the compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- 2.17. **Energy and Environmental Design:** The Architect shall design elements into the Project necessary to achieve, at a minimum, the energy efficiency required by the Florida Building Code. As an additional service, at the request of the County, the Architect shall design to meet Energy Element Objectives 2.2 and 5.2 of the Alachua County Comprehensive Plan 2019-2040 or any additional energy efficiencies requested by the County and mutually agreed to between the County and Architect. As an additional service, at the request of the County, the Architect will coordinate with the County’s Energy Behavior Consultant, Cenergistic, to allow for their review of applicable plans, particularly HVAC designs, so long as Cenergistic is under contract with the County.
- 2.18. Review the Environmental Assessment of the site provided by the County to ensure proper remediation measures are represented in the construction documents.
- 2.19. **Project Testing Services:** The Architect shall identify the Project testing services that it determines to be appropriate and advisable to be performed during the construction phase of the Project, and the Architect will include such testing requirements in the Construction Documents. The Architect shall prepare scopes of services, including preliminary testing parameters for geotechnical work, soil borings and load tests for soil bearing capacity, to assist the County in securing all necessary construction phase project testing and the evaluation of such test results.
- 2.20. **Project Approval Services:** As required for the Project, the Architect shall be responsible for preparing, submitting and obtaining all required permits and approvals necessary for the Project, except for the building permits because they are the responsibility of the CMAR, , or the County.
- 2.21. **Arts and Public Places (IF APPLICABLE)**
- 2.21.1. The Architect shall participate on the Gainesville/Alachua County Arts in Public Places Trust (APPT) Committee.
- 2.21.2. Virtual Participation in Trust meetings shall be limited to two (2) meetings.
- 2.22. **Meeting Protocols**
- 2.22.1. The Architect shall account for potential coordination meetings with the University of Florida (UF) and the Division of Historical Resources (DHR) until it is determined whether the construction will involve any historic areas. If historic properties are impacted, the Architect shall involve UF and DHR early in the design phase, including during the conceptual schematic design. Furthermore, UF and DHR shall be provided the opportunity to review and provide input during the

advanced schematic, design development, and 100% construction document phases with necessary meetings.

- 2.22.2. The Architect shall attend meetings as required by the County, however limited to a number of meetings by phase as defined herein:
 - 2.22.2.1. Predesign/Programming (PD) = 2 Workshop Meetings with usergroups
 - 2.22.2.2. Schematic Design (SD) = 3 virtual Project Management Calls with County and CM, 2 workshop meetings with usergroups;
 - 2.22.2.3. Design Development (DD) = 4 virtual Project Management Calls with County and CM, 3 workshop meetings with usergroups;
 - 2.22.2.4. Construction Documents (CD) = 5 virtual Project Management Calls with County and CM;
 - 2.22.2.5. Construction Administration (CA) = As identified in the Agreement.
- 2.22.3. The Architect shall not have any direct or indirect contract relationship with any officer, or employee, of the County that will conflict with his ability to perform the work hereunder. All personnel assigned to the work shall be fully qualified and all facilities employed shall be adequate for the work required. The A&E Firm shall assist the Owner on developing the construction document/contract;
- 2.22.4. Attend all meetings and conferences as arranged and required by the County during the progress of the work hereunder to establish design concepts, to review preliminary and final reports, secure agreement upon comprehensive and detailed basis of design, and discuss any other matters relating to the work;
- 2.22.5. Provide the County with written memoranda to confirm and record the understandings and agreements resulting from meetings and conferences in accordance with Section 1.28.3.

3. Predesign (Space Adjacencies/Master Planing/Concept Design) and Programming Phase

- 3.1. The Architect, in collaboration with the County and other required stakeholders, as determined by the County, will develop a program setting forth all Project requirements, goals and objectives.
- 3.2. Conduct sufficient programming workshops with the County, and required stakeholders, as determined by the County, to verify the requirements of the Project.
- 3.3. The Architect will collaborate with County staff, contracted CMAR and develop an estimated construction cost (the "Project Budget").
- 3.4. The Architect will collaborate with County staff, contracted Construction Manager to develop a site master plan, building space adjacencies and concept design documents.

4. Schematic Design Phase

- 4.1. Prepare a preliminary evaluation of the Counties program, schedule, budget for the cost

of the work, Project site and other initial information, each in terms of the other, to ascertain the requirements of the project. The Consultant shall notify the County of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

- 4.2. Present its preliminary evaluation to the County and shall discuss with the county alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the County regarding the requirements of the Project.
- 4.3. The Architect will submit a preliminary project design, in Revit, which will be consistent with the project criteria. The preliminary design will include plans, in Revit, which depict the building type, size, location, dimension, and exterior view of the structure.
- 4.4. The consultant shall assist the County with commissioning the building including providing necessary documentation of design intent, performance verification, operation and maintenance, and training. Commissioning will be provided by the County through another sub-consultant. The Architect will collaborate with Commissioning consultant.
- 4.5. The preliminary design also will include a floor plan for each room within the project with appropriate net areas +/- 10% from the program.
- 4.6. The Architect shall provide architectural schematics and a written description of the proposed structural, mechanical, electrical, plumbing, and fire alarm systems. While detailed calculations are not required at this stage, the description must outline what is being proposed.
- 4.7. The Architect shall insure that the design, material supplies, and project methods for data and VOIP phone cabling, wiring, conduit, wall plates, patch panels and closet hardware meet current industry codes and standards as well as any County specific standards.
- 4.8. The Architect will collaborate with County staff and CMAR to develop an estimated total project cost including site development and improvements costs, emergency generator power to operate all security and essential functions, facility system, furnishing and equipment, 5% Owners contingencies, Arts in public places (1% of the construction budget) any fees and other expenses. For example, soil investigation, site surveys, environmental surveys and possible solutions, permits, moving expenses.
- 4.9. Advise the County as to the necessity of all specialized services required for the project, and act as the County's architectural and engineering representative in connection therewith.
- 4.10. Based on the County's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the County's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

5. Design Development Phase

- 5.1. Based on the County's approval of the Schematic Design Documents, and on the County's authorization of any adjustments in the Project requirements and the budget for the cost

of the work, the Architect shall prepare Design Development Documents for the County's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality level.

- 5.2. The Architect will submit a preliminary project design which will be consistent with the project criteria. The preliminary design will include plans which depict the size, location, dimension and exterior view of each structure. The preliminary design also will include a floor plan for each room within the project with appropriate dimensions. The preliminary design will include written preliminary specifications and preliminary architectural, electrical, mechanical, structural drawings .
- 5.3. The Architect shall review the CMAR list of Owner's Direct Purchase materials.
- 5.4. The Architect shall review and comment on the CMAR updated estimate of the Cost of the Work for the Total Project Budget.
- 5.5. The Architect shall provide an Opinion of Probable Cost to align with the work being developed by the CMAR, ensuring consistency and coordination in project budgeting.
- 5.6. .The Architect, in conjunction with the CMAR, shall identify long lead items and the CMAR and County shall procure them promptly to avoid delays in the project schedule.

6. Construction Documents Phase

- 6.1. After approval to proceed, the Architect will prepare the detailed construction documents which will include plans and specification describing all systems, elements, details, components, materials, equipment and other information necessary for construction. BIM LOD300.
- 6.2. The Architect will review the CMAR estimate of the construction cost based on preliminary design

7. CMAR Guaranteed Maximum Price (GMP) Reconciliation Process

- 7.1. The Architect will ~~attend pre-bid meetings~~, provide clarification, and prepare all required addendums.
- 7.2. The Construction Manger shall record minutes of the pre-bid conference as to prevent misunderstanding later on into the project.
- 7.3. The Architect shall also provide a list of alternates and substitution in the bidding document to allow the bid price to be adjusted to fall within the limits of the funds available to construct the project. Another use for alternates is to identify the cost of specific materials and systems in comparison to alternate products and systems.
- 7.4. The CMAR , in conjunction with Architect, shall conduct a preconstruction conference

within 20 days after the completion of Conformed Documents. The purpose of the conference is to establish a working understanding of the project and to discuss schedules and procedures for handling shop drawings and other submittals.

- 7.5. The Architect shall monitor owner direct purchases (ODP) , if needed, in a detailed and timely manner as approved by the County.
- 7.6. The Architect shall jointly review all contract documents with the County and CMAR. As a minimum, include general, supplementary and special conditions documents.

8. Construction Administration

- 8.1. The Architect will represent The County as its architectural and engineering representative including but not limited to interpretation of drawings and specifications and issuing instructions to the CMAR.
- 8.2. The Architect must observe bi-weekly (once every 2 weeks) and provide written reports to the County providing progress and confirm that the work conforms to the contract documents, compliance with the design concept of the work and the information given in shop drawings, diagrams, illustration, brochures, catalog data, schedules, samples, test inspection results, maintenance/operating instructions, schedules, guarantees, bonds and certificates of inspections as required in the construction contracts related to this project.
- 8.3. The Architect shall function as a member of the construction team whereby creating a working relationship while completing the project on time and within budget.
- 8.4. . If the County and or Architect identify unapproved substitutions, the consultant will report to the CMAR that the list is not conformance with the contract documents.
- 8.5. The Architect shall respond to any Request for Information/s (RFIs) and or Request for Clarification/s (RFCs) within 5 business days. All RFIs and RFCs will be communicated in writing between all Parties will be copied on this communication. Any RFIs or RFCs that could result in a change order will require the involvement of the County within the 5-business day period. Additional guidance will be provided in the contract document.
- 8.6. Approve monthly applications for payment based on the on-site observations of the quality of work in accordance with the contract documents and County input. Determine substantial and final completion milestones so that recommendation of final payment may be authorized. Review change order documentation for accuracy prior to the County's approval.
- 8.7. Ascertain that all documents relating to the closure of the project are submitted including but not limited to release of liens, warranties, and as –built drawings.
- 8.8. The Architect will advise the County as to the necessity of all specialized services required for the project, such as survey and subsurface investigation and act as the County's architectural and engineering representative in connection therewith.
- 8.9. The Architect shall review all close out documents as a minimum including:
 - 8.9.1. Permits and inspections, including Certificate of Occupancy
 - 8.9.2. Certificate of Substantial Completion
 - 8.9.3. Certificate of Sign off from architect, mechanical and electrical engineers

and structural and civil engineers (if applicable)

- 8.9.4. Final property survey
- 8.9.5. Maintenance bond (if applicable)
- 8.9.6. Final lien waivers from each subcontractor and a general release of liens from the general contractor
- 8.9.7. Warranties and operating and maintenance manuals (O&M)
- 8.9.8. Commissioning report
- 8.9.9. Roofing

9. Post Construction

9.1. The Architect shall assist the County with resolving any design issue as required by law. As a minimum, the Consultant will be expected to respond to any issues during the warranty period.

- 9.1.1. Construction Close-Out
- 9.1.2. The Consultant shall manage the close out process by satisfying close out requirements, as a minimum ensuring the CMAR provides the County with the following:
- 9.1.3. Permits and inspections, including the Certificate of Occupancy (C of O), also referred to as the Use of Occupancy (U of O) Permits
- 9.1.4. Certificate of Substantial completion.
- 9.1.5. Certificate of sign off from architect, mechanical and electrical engineers, and structural and civil engineers. This will include a final inspection report from the MEP and structural engineer.
- 9.1.6. Final Property Survey
- 9.1.7. Maintenance Bond (if applicable)
- 9.1.8. Final Lien waivers from each subcontractor and a general release of lien from the general contractor.
- 9.1.9. All Warranties including CM and associated subcontractors
- 9.1.10. Doors and hardware O&M
- 9.1.11. Windows – O&M
- 9.1.12. Curtain wall and storefront work including anti chalking of aluminum, color retention of members, air/water infiltration O&M
- 9.1.13. Waste compactor and trash chute, and O&M
- 9.1.14. Window covering
- 9.1.15. Toilet O&M
- 9.1.16. Plumbing and Mechanical O&M Manuals including air and water balancing reports with as-built drawings

- 9.1.17. Electrical and O&M
- 9.1.18. Elevator Certification and O&M
- 9.1.19. Data/Communication O&M
- 9.1.20. Data and Telephone cabling test results
- 9.1.21. Attic Stock
- 9.1.22. Masonry O&M
- 9.1.23. HVAC O&M with – spare filters, fusible links
- 9.1.24. Fire Protection – As- Built Drawings and O&M
- 9.1.25. Start – Up & Test reports
- 9.1.26. Boilers O&M
- 9.1.27. VRF Systems O&M
- 9.1.28. Makeup air unit (MUAU) O&M
- 9.1.29. Water Treatment
- 9.1.30. Fireman’s test report
- 9.1.31. Building Floor Plan PDF with in wall link pictures

10. **Services, Obligation and Responsibilities of the County** – The County shall have and perform the following duties, obligations and responsibilities:

- 10.1. The County, in collaboration with the Architect, shall develop a program setting forth all Project requirements, goals and objectives;
- 10.2. The County shall review any Documents provided by, or through, the Architect requiring the County's decision, and shall make any required decisions;
- 10.3. The County shall, at its own expense, provide full information on restrictions, furnish legal descriptions, overall budget and project limitations including time, construction delivery method and any necessary survey showing physical characteristics of land, limitations, zoning and information relating to utilities, etc., upon which the Project is situated, and any other parameters that may be applicable to the project, including, but not limited to: zoning, information related to utilities, etc.;
- 10.4. As may be mandated by law, or called for by the Construction Documents, the County shall, at its own expense, provide for all required testing, inspections (except for those inspections expressly required of the Architect herein), filings, studies or reports;
- 10.5. In the event the County learns of any failure to comply with the Construction Documents by the CMAR or any errors, omissions or inconsistencies in the work product of the Architect, and in the further event that the Architect does not have notice of same, the County shall provide written notice to the Architect;

- 10.6. The County shall afford the Architect access to the Project site and to the Work as may be reasonably necessary to properly perform the services under this Agreement;
- 10.7. The County shall perform its duties set forth in this Section in a timely manner;
- 10.8. The County's review of any documents prepared by the Architect or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the County's Criteria, as, and if, modified. No review of such documents shall relieve the Architect of its responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product or any other of its responsibilities under this Agreement;
- 10.9. The County shall have the right to visit the offices of Architect, and its professional sub-consultants, and/or subcontractors, for inspection of any original tracings, plans, drawings, specifications, maps, evaluations, reports, notes, computer files, photograph, videotapes, technical data, test results, field books and other related materials at any time during normal business hours;
- 10.10. Designate a representative authorized to act for the County;
- 10.11. The County must review documents with the architects and render an approval/disapproval, in a timely manner;
- 10.12. All correspondence involving the new Animal Resources & Care Facility should be done with a transmittal document;
- 10.13. Make all payments to the Architect, as required per the Agreement;
- 10.14. The County will cooperate with the Architect when the Architect makes recommendations to adjust the project size, scope, quality or budget in an effort to comply with the County's budget;

11. Other Services. Upon request of the County, the Architect shall testify in any legal proceeding or deposition, concerning the design and construction of the Project, and shall make available to the County any personnel or consultants employed or retained by the Architect for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or actions relating to, or arising out of, the design or construction of the Project at an hourly rate based on the schedule attached in **Exhibit "7"**. Also at the request the County, the Architect agrees to provide additional services as may not be clearly set forth in the Construction Documents, such as: all appropriate and advisable project testing requirements including, without limitation, geotechnical, ~~Hazardous Substance~~, structural, chemical, electrical or mechanical tests and investigations and construction materials testing, and prepare scopes of work, including preliminary testing parameters for geotechnical work, soil borings and load tests for soil bearing capacity, to assist the County in securing all necessary project testing and evaluate such test results.

12. Anticipated Design Schedule (Calendar Days, not including County review time)

Preliminary Design/Masterplanning/Programming Schematic Design	_203_ calendar days
Design Development	_84_ calendar days
50% Construction Documents	_98_ calendar days
90% Construction Documents	_84_ calendar days
100% Construction Documents	_24_ calendar days
GMP Reconciliation/ Permitting	_75_ calendar days
Construction Administration (estimated)	_487_ calendar days

Exhibit 2: Basis of Compensation

1. MONTHLY STATUS REPORTS

1.1 ARCHITECT shall submit to COUNTY, not later than the tenth (10th) day of each month, a progress report reflecting the design and construction status, in terms of the total work effort estimated to be required for the completion of the Services, as well as any Additional Services duly authorized by COUNTY pursuant to the terms of the Agreement, as of the last day of the preceding month. The report shall show all work items, the percentage complete of each item, the percentage of total work effort represented by each item, and the percentage of total work effort completed.

1.2 All monthly status reports and invoices shall be mailed to the COUNTY at the address listed in Section 5 of the Agreement.

2. COMPENSATION TO ARCHITECT

2.1 SERVICES - For compensation purposes, Services is defined as all Services performed under the Agreement, except for specific services that are the responsibility of the County as set forth in Section 16 of the Agreement.

2.1.1 For performing and completing the Services identified in the Agreement, the Architect shall be paid by the County the lump sum, fixed fee amount of \$1,699,672.78_, which shall be paid as set forth in subsection 2.1.3, Task 1, below.

2.1.2 For the Services provided for in this Agreement, COUNTY agrees to pay and make progress payments to ARCHITECT in accordance with the terms as stated below. Payments shall be made in accordance with the following Schedule for the Design of the ARF to include: programming/master planning, space adjacencies, concept design, schematic design, design development, construction documents, permitting, ~~bidding assistance~~ and construction documentation services and construction administration services. Professional services include, Structural Engineering, Architectural, Civil Engineering, Landscape Architecture, , Site Photometrics, Mechanical, Electrical, Plumbing Fire Protection and Life Safety Engineering

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Table 2.1: Lump Sum Fees Per Task:

Task 1A: Special Use Permit (not included in services)	\$0.00
Task 1B: Civil Engineering Design Services	\$105,000.00
Task 1C: Landscape Architectural Services	\$24,000.00
Task 1D: Civil Permitting Services	\$10,000.00
Task 1E: Architectural site design and administration	\$17,084.56
Task 1F: Programming/ Conceptual Design	\$68,338.22
Task 1G: Basic Services (SD thru CA services) (see following billing schedule)	\$1,445,250.00
Task 1 Total	\$1,669,672.78

Task 1G billing schedule:		
Schematic Design	15%	\$216,787.50
Design Development	18%	\$260,145.00
50% Construction Documents	20%	\$289,050.00
90% Construction Documents	15%	\$216,787.00
100% Construction Documents	10%	\$144,525.00
Bidding / Permitting	10%	\$144,525.00
Construction Administration	12%	\$173,430.00
	100%	1,445,250.00

2.1.3 The compensation provided for under Sections 2.1 of this Exhibit shall be the total and complete amount payable to ARCHITECT for the Included Services to be performed under the provisions of this Agreement, and shall include the cost of all materials, equipment, supplies and out-of-pocket expenses incurred in the performance of all such Services.

2.2. ADDITIONAL SERVICES

2.2.1 **Additional Design Services** Architect shall inform the County if any Additional Design Services are necessary for Architect to perform the Included Services. If the County desires to approve any Additional Design Services requested to be performed by the Architect, the Parties shall negotiate a total fee based on the Services to be provided. The agreed upon scope of services

and fees for the Additional Design Services shall be memorialized in the form of a written Task Authorization that is executed by both Parties and identifies the amount(s) that the County will pay Architect for those services (the “Direct Costs”). Direct Costs will be reimbursable to the Architect in an amount not to exceed \$169,967.28 for the new Animal Resources & Care Facility. No mark-up will be allowed on the Direct Costs. The negotiated fee shall be calculated using the billable rates specified in **Exhibit 7**.

2.2.2 **Additional Testing Services** Architect shall inform the County if any Additional Testing Services are necessary for Architect to perform the Included Services. If the County desires to approve any Additional Testing Services proposed by the Architect. The Parties may agree for Architect to assume the services that are outlined in **Section 11** of the Scope of Service and other required regulatory or permit fees, provided such agreement is memorialized in the form of a written Task Authorization that is executed by both Parties and identifies the amount(s) that the County will pay Architect for those services (the “Direct Costs”). Direct Costs will be reimbursable to the Architect in an amount not to exceed \$169,967.28 or the new Animal Resources & Care Facility. No mark-up will be allowed on the Direct Costs. The negotiated fee shall be calculated using the billable rates specified in **Exhibit 7**.

3. SCHEDULE OF PAYMENTS

3.1 For the ARF, the ARCHITECT shall submit, with each of the monthly status reports provided for under Section 1.1 of this Exhibit an invoice for fees earned in the performance of Services and Reimbursable Expenses. The ARCHITECT shall submit all invoices on the COUNTY'S approved form with all line items on the form and all costs matching the line items. The ARCHITECT shall submit no more than one invoice per month.

3.2 Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to ARCHITECT for correction. Invoices must indicate the Agreement Number, the Purchase Order (or Contract) Number, and the Project Site description (ARF).

3.3 In the event modifications to the Construction Documents are required in order to obtain any necessary permit, ten percent (10%) of ARCHITECT'S Construction Documents Approval payment will be withheld by COUNTY until all mandates, stipulations, or similar conditional remarks have been satisfactorily incorporated and the Construction Documents are fully approved.

Exhibit 3: Insurance Requirements

TYPE “B” INSURANCE REQUIREMENTS “Professional or Consulting Services”

Architect shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Architect, his agents, representatives, employees or subconsultants.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B 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.

IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. OTHER INSURANCE PROVISIONS.

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
 - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Architect; products and completed operations of the Architect; or automobiles owned, leased, hired or borrowed by the

Architect.

- 2 The Architect's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Architect's insurance and shall be non-contributory.

C All Coverages

- 1 The Architect shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. SUBCONSULTANTS

Contractors shall include all subcontractors as insured under its policies. All sub consultants shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

Exhibit 3-A: Certificate of Insurance

EXHIBIT 4: Design Team Members

Name	Role
Jorge A. Borrelli – B+P Architecture/LA	Project Principal
Dan-Michael Trbovich – B+P Architecture	Sr. Project Manager
Chris Rice – B+P Landscape Architecture	VP, Sr. Landscape Architect
Justin Mindell – SGM MEP/FP/Technology/Site Lighting	Sr. Project Engineer
Scott Heinrich GRAEF USA – Structural Engineering	Sr. Project Engineer
Rick Bacon – BGI Animal Facilities Specialist	Sr. Architect – Animal related elements
Davis Dinkins – Civil Engineering	Sr. Civil Engineer

Exhibit 5: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article XII of the Alachua County Code of Ordinance (“Wage Ordinance”).

BORRELLI & PARTNERS, INC.
720 VASSAR STREET
ORLANDO, FL 32804

Project Description: **Professional Services for new Animal Resources & Care Facility;** provide professional services for siting, permitting and construction management of new Animal Resources & Care Facility . The services may be provided under a single or multiple task assignment(s). In accordance with 287.055, Florida Statutes, any and all plans developed for this Agreement may be reused for subsequent task assignments, if technically feasible. Professional fees shall be negotiated on the level of effort required to update plans for reuse on different sites. The undersigned, who is authorized on behalf of the Architect, certifies that all covered employees, contractors and subcontracted, completing Services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

ARCHITECT

By:  _____

Print: Jorge A. Borrelli

Title: President

Date:

01.06.2025

EXHIBIT 6: TRUTH IN NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, ~~The~~ Borrelli & Partners, Inc. hereby certifies that wage rates and other factual unit costs supporting the compensation for the architectural and/or engineering services of the Architect to be provided under this Agreement, concerning the Alachua County new Animal Resources & Care Facility are accurate, complete and current as of the time of contracting.

ARCHITECT

By  _____ :

Print: Jorge A. Borrelli _____

Title: _President _____

Date: 01.06.2025 _____

EXHIBIT 7: HOURLY RATES

**Borrelli + Partners, Inc
2024 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

EXHIBIT 8: No Coercion for Labor or Services Affidavit

NO COERCION FOR LABOR OR SERVICES AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF _____)

I, JORGE A. BORRELLI (insert name) being duly sworn, state under oath:

1. I am a duly authorized representative of BORRELLI + PARTNERS, INC. (name of vendor).
2. Under penalty of perjury, I attest and affirm that BORRELLI + PARTNERS, INC. does not use coercion as defined in section 787.06(2)(a), Florida Statutes to employ any person for labor or services.
3. This signed attestation is provided to ALACHUA COUNTY (insert name of district/governmental entity) to comply with section 787.06(13), Florida Statutes.

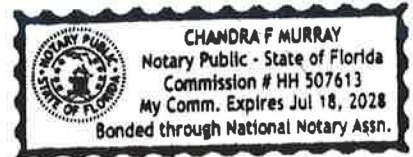
FURTHER AFFIANT SAYETH NOT.

Date: 01.06.2025

Jorge A. Borrelli
(Signature)

Subscribed and sworn to before me this 7th day of 2025 January
Chandra F. Murray
Signature of Notary

Chandra F. Murray (print name), Notary Public



Commission Number:
My Commission Expires on 07/18/28 (insert date)

Affix Notary Seal