

AGREEMENT FOR RESIDENTIAL ARCHITECTURAL SERVICES FOR HOUSING ASSISTANCE PROGRAMS – AS NEEDED

THIS AGREEMENT FOR ARCHITECTURAL SERVICES FOR HOUSING ASSISTANCE PROGRAMS – AS NEEDED (“Agreement”) is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (“City”), and **RISPOLI & ASSOCIATES ARCHITECTURE, INC.** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 59-3263092) (“Consultant”).

RECITALS:

WHEREAS, the City has a need for professional architectural services for housing assistance programs to be performed on a continuing and as needed basis; and

WHEREAS, on June 5, 2024, City issued a Request for Proposals (“RFP”) for the procurement of various professional architectural services from qualified firms on a continuing and as needed basis, RFP No.: CDS/240592 (the “Solicitation”); and

WHEREAS, Rispoli & Associates Architecture, Inc. submitted a proposal and was selected as a finalist and awardee for the provision of professional architectural services; and

WHEREAS, the City desires to contract with Rispoli & Associates Architecture, Inc. for the provision of professional architectural services upon the terms and conditions set forth herein and Rispoli & Associates Architecture, Inc. desires to perform such services upon said terms and conditions and based upon its qualifications package attached hereto as **Exhibit D - Consultant Proposal**; and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Consultant agree as follows:

TERMS OF AGREEMENT:

1. **RECITALS.** City and Consultant hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The documents comprising the entire understanding between City and Consultant shall include only: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City’s Solicitation for the Project and the proposal submitted by Consultant in response thereto (the “Solicitation Documents”); (d) those documents identified in the Project Specifications section of this Agreement, if any; and (e) the task work orders issued for individual projects pursuant to this Agreement (collectively the “Contract Documents”). The Contract Documents are incorporated herein by reference for all purposes. Any conflict between the terms of this Agreement and the Contract Documents shall be construed in favor of this Agreement and the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
 - A. **Exhibits to Agreement.** The Exhibits to this Agreement are as follows:
 - Exhibit A: Scope of Work (A-1 through A-4)
 - Exhibit B: Consultant Loaded Rate Sheet (B-1 through B-3)
 - Exhibit C: Federal Terms & Conditions (C-1 through C-5)
 - Exhibit D: Consultant Proposal (D-1)

3. **SCOPE OF SERVICES.** Consultant agrees to perform professional architectural services for City on an as needed basis based on task work orders mutually negotiated by and between the City and Consultant for various individual City projects. Consultant shall provide all labor, materials, permits, equipment, transportation, and supervision necessary for the provision of professional architectural services to the City under this Agreement unless otherwise agreed to in writing by City.
- A. The scope of work to be performed by Consultant pursuant to task work orders issued under this Agreement may consist of, but will not necessarily be limited to, providing general and customary architectural services for City projects including, but not limited to, drafting, design, site plan, architectural, and surveying services.
 - B. Task work orders shall, by mutual agreement of the parties, set forth the: (1) scope of services for the individual project; (2) time for performance; (3) method and amount of compensation; (4) items to be provided to the City (the "Deliverables"); (5) material information regarding the services; (6) data that must be provided by the City to Consultant; and (6) name and contact information for the City's Project Manager for the individual project.
 - C. City does not guarantee, warrant, or represent that any certain number of projects or any particular type of project will be assigned to Consultant under the terms of this Agreement.
 - D. The purpose of this Agreement is not to authorize a specific project, but rather to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any subsequently issued task work order mutually agreed to by City and Consultant.
 - E. City shall have no obligation to reimburse Consultant for services rendered outside of the scope of any task work order unless and until City has given written approval of the work and the reimbursement.
 - F. City shall have the sole discretion to select the projects, if any, that may be given to the Consultant.
 - G. City reserves the right to approve or disapprove the use of any subconsultant for its projects.
 - H. Consultant shall perform all Services in accordance with the terms and conditions of this Contract and with any and all applicable regulations and requirements of all interested governmental agencies.
 - I. Consultant shall utilize sufficient qualified personnel acceptable to the City to perform any and all services under this Agreement and any task work order issued hereunder. Consultant shall promptly remove any person from performing services as the City may request in writing and promptly replace such person with a person who shall be approved in writing by the City. Consultant agrees to include a similar provision in its agreements with any and all subconsultants.
 - J. **Standard of Care.** Consultant shall perform all Services in a timely, efficient, and cost-effective manner and in a manner that comports with the standards of professional architectural services ordinarily exercised by reputable members of Consultant's profession. Consultant shall re-perform any services which fail to satisfy the foregoing standard of care at no additional cost to City. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

4. **INVOICE SUBMISSION.** Consultant shall invoice at least once a month or as draws require. All original invoices will be sent to: Attn: **City Project Manager, Chris Lewis, Community Development Services**, Address: **201 SE 3rd Street, 2nd Floor, Ocala, FL 34471**, email: clewis@ocalafl.gov, or **Natalia Cox** ncox@ocalafl.gov.
5. **CONTRACT TERM.** The term of this Agreement shall commence and continue in full force for a period of **THREE (3) YEARS** beginning on **AUGUST 27, 2024**, and ending on **AUGUST 26, 2027**, the "Initial Term"). This Agreement may be renewed for no more than **TWO (2)** consecutive **ONE (1) YEAR** terms upon the mutual written consent of both parties, unless terminated earlier by either party pursuant to the terms of this Agreement.
6. **COMPENSATION.** City shall compensate the Consultant an amount not to exceed **FIFTY THOUSAND, AND NO/100 DOLLARS (\$50,000)** (the "Maximum Limiting Amount") during the Initial Term, inclusive of any and all direct costs, indirect costs, and reimbursable expenses, in accordance with the pricing reflected in **Exhibit B – Consultant Loaded Rate Sheet** and the terms of this Agreement. The maximum limiting amount established under this Agreement shall not be exceeded without the City's express written approval verified by amendment or change order to this Agreement.
 - A. It is expressly understood that Consultant is not entitled to the total amount of Compensation referenced above. Rather, Compensation shall be based on satisfactory completion and delivery of all work product and deliverables identified in the scope of work for each individual task work order up to the maximum limiting amount established herein.
 - B. For services rendered by Consultant pursuant to individual task work orders issued under this Agreement, City shall pay Consultant in accordance with the amounts set forth in **Exhibit B – Consultant Loaded Rate Sheet**.
 - C. Compensation due may be calculated as (1) a lump sum amount; or (2) a guaranteed maximum price based on per diem or hourly rates set forth in **Exhibit B – Consultant Loaded Rate Sheet**, which shall not be exceeded unless agreed to in a writing executed by both parties.
 - D. Consultant shall submit invoices on a monthly basis to the City Project Manager identified on the related task work order for those services satisfactorily performed and materials satisfactorily delivered. By submitting its invoice, Consultant certifies to City that: (1) Consultant has billed City for all services rendered by it and any of its consultants or subconsultants through the date of the invoice; (2) any reimbursable expenses present on the face of the invoice, if allowed, have been reasonably incurred by Consultant; and (3) the amount requested by Consultant is currently due and owing.
 - E. Consultant invoices shall be sufficiently detailed and adequately describe the work accomplished in accordance with the related task work order. All invoices, reports, and other documentation submitted by Consultant shall include the City Contract Number, invoice date, and an assigned invoice number. City reserves the right to request additional documentation to support the charges reflected. All completed tasks must be approved and agreed upon by the City Project Manager before payment will be authorized.
 - F. **Prompt Payment.** Monthly actual payment reporting requirements for prime consultants and subconsultants are based on prompt payment rules and laws. The same holds true for return of retainage after the subcontractor has completed its work, not when the overall project is finished. Florida law requires timely payment for both construction and non-construction services. Generally, invoices for construction contracts must be paid within **TWENTY-FIVE (25) DAYS** of

receipt. Invoices for consultant contracts are payable per the terms of this Agreement but shall not exceed federal regulations as set forth in 49 CFR Part 26, specifically section 26.29, requiring payment of all subcontractors for satisfactory performance within **THIRTY (30) DAYS** of payment to the Prime.

- G. **Excess Funds.** If due to mistake or any other reason Consultant receives payment under this Agreement in excess of what is invoiced and/or provided for under the terms of this Agreement or any related task work order, Consultant shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30) DAYS** of Consultant's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.
- H. **Amounts Due to the City.** Consultant must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Consultant may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
- I. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Consultant shall not be exempted from paying sales tax to its suppliers for services or material required to fulfill Consultant's contractual obligations with the City, nor will Consultant be authorized to use City's Tax Exemption Number for securing materials listed herein.
7. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party (each a "Force Majeure" event). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
- A. The party affected by a force majeure event shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.
- B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications to the terms of this Agreement and/or any related task work order that may be necessary or appropriate in order to arrive at an equitable solution.
- C. Consultant performance shall be extended for a number of days equal to the duration of the force majeure event. Consultant shall be entitled to an extension of time only and, in no event, shall Consultant be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **TERMINATION.** This Agreement may be terminated by either party for cause upon City or Consultant providing written notice to the defaulting party not less than **THIRTY (30) DAYS** prior to the date of termination in the manner specified for the giving of Notices herein. Any such termination shall not affect the rights or obligations accruing to either party under any previously issued and approved Task Work Order.

- A. **Consultant's Opportunity to Cure Default.** City may, in its sole discretion, provide Consultant with an opportunity to cure the violations set forth in City's notice of default to Consultant. Consultant shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Consultant to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- B. **City's Remedies Upon Consultant Default.** In the event of Consultant default under this Agreement City shall have the right, at City's option, to pursue any and all remedies available at law or equity, including, without limitation, the right to:
- (1) terminate this Agreement without further notice;
 - (2) hire another consultant to complete the required work in accordance with the needs of City;
 - (3) recover from Consultant all damages, costs, and attorneys' fees arising from Consultant's default prior to termination; and
 - (4) recover from Consultant any actual excess costs by: (i) deduction from any unpaid balances owed to Consultant; or (ii) any other remedy as provided by law.
- C. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. Upon receipt of the City's Notice of Termination, Consultant shall immediately discontinue all work as directed in the Notice, provide notice to all subconsultants of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Consultant shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Consultant as permitted under this Agreement and approved by City.
- D. **Delivery of Materials Upon Termination.** In the event of termination of this Agreement (or any task work order issued hereunder), for any reason prior to Consultant's satisfactory completion of all services, Consultant agrees to promptly provide to City, at no additional cost or expense, one (1) copy of any and all of the following items which may have been produced or created prior to and including the date of termination to City: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and any other information, instrument, or materials (whether or not completed) that were generated or prepared by Consultant in rendering the Services described herein and not previously furnished to City by Consultant pursuant to this Agreement or associated task work order.
8. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Consultant's performance. Any such evaluation will become public record.
9. **CONTRACT FULFILLMENT.** Consultants who enter into any agreement with the City of Ocala and fail to complete the contract term, for any reason, may be subject to future bidding suspension for **ONE (1) YEAR**, and up to a possible **THREE (3) YEAR** bid debarment for serious contract failures.
10. **COMMERCIAL AUTO LIABILITY INSURANCE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability

insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Consultant's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Consultant does not own vehicles, Consultant shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Consultant's Commercial General Liability policy or separate Commercial Automobile Liability policy.

11. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury;
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations;
 - C. Policy must include coverage for contractual liability and independent contractors;
 - D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Consultant. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.
12. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Consultant shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Consultant shall waive and shall ensure that Consultant's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Consultant's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**
13. **PROFESSIONAL LIABILITY AND/OR ERRORS AND OMISSIONS INSURANCE COVERAGE.** Consultant shall procure and maintain, for a period of not less than **Five (5) Years** from the date of acceptance of the work by the City, a policy of professional liability/error and omissions insurance in an amount not less than One Million Dollars (\$1,000,000) per claim.
14. **ADDITIONAL INSURANCE REQUIREMENTS.**
 - A. Consultant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Consultant shall not be interpreted as limiting Consultant's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect

Consultant's interests or liabilities or to protect Consultant from claims that may arise out of or result from the negligent acts, errors, or omissions of Consultant, any of its agents or subconsultants, or for anyone whose negligent act(s) Consultant may be liable.

- B. No insurance shall be provided by the City for Consultant under this Agreement and Consultant shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. **Certificates of Insurance.** No work shall be commenced by Consultant under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Consultant allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Consultant shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Consultant's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. **City as an Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
- E. **Notice of Cancellation of Insurance.** Consultant's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Consultant's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Consultant to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
- F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Consultant. Consultant's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. **Severability of Interests.** Consultant shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

15. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Consultant or as prohibiting the City from acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
16. **PUBLIC RECORDS.** The Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Consultant shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency 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.
 - C. 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 contract term and following completion of the contract if the Consultant does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
 - E. A consultant who fails to provide public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK, 110 SE WATULA AVENUE, OCALA FLORIDA 34471; TELEPHONE: 352-629-8266; E-MAIL: clerk@ocalafl.gov.

17. **AUDIT.** Consultant agrees to maintain such financial and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. Consultant shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
18. **PUBLICITY.** Consultant shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

19. **PUBLIC ENTITY CRIMES.** As provided in Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
20. **DRUG FREE WORKPLACE CERTIFICATION.** If not already completed during the solicitation process, in compliance with section 287.087, Florida Statutes, Consultant shall, prior to the commencement of work under this Agreement, execute the City's Drug Free Workplace Certification and it shall thereafter be deemed to be included as part of this Agreement.
21. **NON-DISCRIMINATORY PRACTICES.** Consultant, for itself, its delegates, successors-in-interest, and assigns, and as part of the consideration hereof, does hereby covenant and agree that in the furnishing of Services to the City under this Agreement, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the basis of race, color, religion ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status. Consultant further covenants and agrees that it shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines and as such rules, regulations, or guidelines may from time to time be amended.
22. **E-VERIFY.** Pursuant to section 448.095, Consultant shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Consultant shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Consultant certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Consultant understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Consultant may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Consultant shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
23. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges Consultant is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Consultant performs hereunder.
24. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver

of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

25. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
26. **INDEMNITY.** Consultant shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of negligent errors, acts, or omissions by Consultant and contemplated by this Agreement to the extent allowed by section 725.08, Florida Statutes, 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), Florida Statute, including without limitation, harm or personal injury to third persons during the term of this Agreement.
27. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
28. **NOTICES.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

If to Consultant: Rispoli & Associates Architecture, Inc.
 Attention: Erik Garcia
 114 South Magnolia Avenue
 Ocala, Florida 34471
 Phone: 352-615-5950
 Email: erik@rispoliarchitect.com

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer
 City of Ocala
 110 SE Watula Avenue, Third Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 Email: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
 City of Ocala
 110 SE Watula Avenue, Third Floor
 Ocala, Florida 34471
 Phone: 352-401-3972
 E-mail: cityattorney@ocalafl.gov

29. **ATTORNEYS FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.
30. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
31. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.
32. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
33. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all who shall be bound by the provisions hereof.
34. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
35. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns.

Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

36. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
37. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
38. **ELECTRONIC SIGNATURE(S).** Consultant, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this agreement. Further, a duplicate or copy of the agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original agreement for all purposes.
39. **ENTIRE AGREEMENT.** This Agreement, including those documents referenced in the Contract Documents section of this Agreement, constitute the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this, or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
40. **LEGAL AUTHORITY.** 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 to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Agreement on 8/23/2024.

ATTEST

CITY OF OCALA

Signed by:
Angel B. Jacobs

Angel B. Jacobs
City Clerk

DocuSigned by:
Christopher Watt

Christopher Watt
Chief of Staff

Approved as to form and legality:

**RISPOLI & ASSOCIATES
ARCHITECTURE, INC.**

DocuSigned by:
William E. Sexton

William E. Sexton

(Name)

Signed by:
Joseph Rispoli

Joseph Rispoli

(Name of Authorized Signatory)

City Attorney

(Title)

President

(Title of Authorized Signatory)

BACKGROUND

1. In compliance with section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act) the City of Ocala ("City") will engage the services of qualified and licensed architectural firms or individuals (interchangeably referred to herein as "Consultants") to provide drafting, design, site plan, architectural, and surveying services for the Community Development Services Department's ("CDS") residential construction and residential rehabilitation projects on an as needed basis. CDS provides housing assistance programs for eligible owner-occupied households, funded by various state and federal funding sources including, but not limited to, the State Housing Initiatives Partnership (SHIP) Program, Home Investment Partnerships Program (HOME), and Community Development Block Grant (CDBG) Program.
2. The City may call upon the Firm(s) to provide residential architectural services for remodels, renovations, tenant improvements, or other small projects that require architectural or drafting services for permits. Firm(s) will be expected to develop architectural/construction drawings and work with the CDS project team to finalize a scope of work to address health and safety repairs throughout a residential property. All drawings shall show code compliance and provide sufficient details and notes so as to convey the construction methods, materials, and scope of the work to be accomplished. Firm(s) will also provide input as appropriate on all design tasks related to City of Ocala codes and standards and project conformance thereto. Additionally, the Firm will complete the necessary entitlement, and planning process, and obtain any required governmental approvals and permits with the City of Ocala Permits Department.
3. The City may engage the services of multiple architectural firms or individuals for the provision of these services and to serve as part of a pre-qualified pool of architectural service firms for CDS projects. Selected firms shall be used on an as-needed basis. Work will be assigned on an as-needed basis per project by individual Task Work Orders to the Master Services Agreement. Each Task Work Order will itemize the hours and tasks to be performed for each individual project using negotiated fixed hourly rates that will be used to calculate the proposed fee for services performed.

Pursuant to section 287.055, Florida Statute(4)(c), no individual project assigned by Task Work Order under the Master Services Agreement shall have a basic construction cost estimated by the City to exceed \$325,000 and no fee for professional services for a planning or study activity in excess of \$35,000. If a project's estimated construction cost limit or planning/study will exceed these amounts, that project's architectural services will be advertised and procured separately under section 287.055, Florida Statutes.

TASK WORK ORDERS/PROJECT SCOPES

1. The services outlined in this Scope will be accomplished using separate Task Work Orders.
2. The City's Project Manager or designee will define the scope of work for each task to be performed by the Consultant as described in this agreement and through the preparation of a Task Work Order.
3. For each Task Work Order, the Consultant and the City's Project Manager will discuss the requirements of the task as well as negotiate the man hours required to complete the task. After negotiations, the City will issue the Task Work Order, which shall include product requirements, schedules, manpower requirements, documentation requirements, and total allowable task costs. This will be issued to the Consultant and must be executed by the City prior to work being started.

Exhibit A – SCOPE OF WORK**CONTRACT# CDS/240592C**

4. Consultant will be paid for actual approved and negotiated hours per task, up to completion of each authorized task work order.

ANTICIPATED TASKS, DELIVERABLES AND HOURS

1. The Consultant may be required to perform the following types of services for the City of Ocala. This list is not an attempt to exclusively define those specific activities the Consultant will perform.
 - Providing signed and sealed, permittable, construction plans and specifications for new residential construction or repair and modification of existing residential construction consisting of concrete block stucco and/or wooden frame single-family housing units. Aerials as drawings will not be accepted.
 - Providing construction plans inclusive of the design of all necessary architectural, structural, mechanical, plumbing, and electrical systems and components.
 - Providing construction specifications for all building components and systems.
 - Providing construction plans and specifications which comply with the current Florida Building Code and other requirements set forth in the City of Ocala Municipal Code for the permitting of residential construction.
(See https://library.municode.com/fl/ocala/codes/code_of_ordinances?nodeId=PTIICOOR_CH82BUBURE)
 - Providing construction plans and specifications which comply with the sewer, drain, waste, collection standards, specifications, and design criteria.
 - Meeting with City staff to review preliminary and final design for approval.
 - Providing boundary surveys and supplementing topographic surveys, as necessary.
2. **Deliverables:** The Consultant shall provide monthly reports of all Task Work Orders in progress. Deliverables shall be accepted by the City of Ocala Project Manager before payment for such work.
3. **Working Hours:** The normal/standard working hours for this project are 7:00 A.M. – 5:00 P.M. Monday through Friday, excluding holidays. Consultant shall provide (forty-eight) 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.

CONSULTANT EMPLOYEES AND EQUIPMENT

1. An employee roster must be provided for all projects assigned.
2. The Consultant shall provide sufficient staff, either as the specific staff person requested or acceptable staff at defined levels of expertise as agreed by the City's Project Manager in a timely manner to complete all assigned work within the Task Work Order schedule. If at any time, the City's Project Manager determines that the number or expertise of particular staff assigned to a specific task is inadequate, the City's Project Manager shall coordinate with the Consultant to remedy the situation so as to ensure the timely completion of the work.
3. Consultant must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
4. The Consultant shall provide an assigned Project Manager, who will be the primary point of contact for the Consultant for the scope, schedule, and manpower coordination, negotiation of task man-hours and completion of all Task Work Orders. The Consultant shall meet with the City's Project Manager on a regular basis and shall provide monthly progress reports as needed for the Task Work Order(s). The Consultant shall provide a detailed hourly breakdown by task for all progress/billing reports for the evaluation and processing of task and invoices. Consultant must provide a valid telephone number and

Exhibit A – SCOPE OF WORK**CONTRACT# CDS/240592C**

address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.

5. At the request of the City, the Consultant must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Consultant must each be promptly notified by the other of any complaints received.
6. The employees of the Consultant shall wear suitable work clothes and personal protective equipment as defined by.
7. Consultant shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
8. No smoking is allowed on City property or projects.
9. Consultant must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
10. All company trucks shall display a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

The City of Ocala will furnish the following services/data to the Consultant for the performance of services:

1. Provide access to drawings, specifications, schedules, reports, and other information prepared by and/or for the City of Ocala by others which are available to the City of Ocala and which the City of Ocala considers pertinent to the Consultant's responsibilities.
2. Access to City buildings and facilities to perform the work.
3. Provide office facilities for the Consultant as needed.

CONSULTANT RESPONSIBILITIES

1. The Consultant shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Consultant shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Data collected by the Consultant shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
4. The Consultant shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access, or any other software as specified and approved by City staff.
5. The Consultant shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees.

SUB-CONSULTANTS

Exhibit A – SCOPE OF WORK

CONTRACT# CDS/240592C

1. Consultant must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-consultants must be approved in advance by the City Project Manager.

WARRANTY

1. Consultant shall provide a two-year material and labor warranty from the date of project completion.
2. All manufacturer warranty documentation and owner/operator manuals must be provided before final payment request.



Billable Rates

ARCHITECT: Rispoli & Associates Architecture, Inc.

Name	Firm	Billable Rate \$ / Hr
Joseph A. Rispoli, AIA President / Owner, Architect, <u>Prime Consultant, Point of Contact</u>	Rispoli & Associates Architecture, Inc. Ocala, FL	\$195.00 Operating Margin: 30%
Erik Garcia, AIA Project Architect, Interior Designer, LEED AP BD+C <u>Point of Contact</u>	Rispoli & Associates Architecture, Inc. Ocala, FL	\$175.00 Operating Margin: 30%
David Kinney CADD, Project Manager	Rispoli & Associates Architecture, Inc. Ocala, FL	\$125 Operating Margin: 30%
Jared Bayate CADD Production	Rispoli & Associates Architecture, Inc. Ocala, FL	\$85 Operating Margin: 30%
Anita White Clerical	Rispoli & Associates Architecture, Inc. Ocala, FL	\$50 Operating Margin: 20%

Mechanical-Electrical-Plumbing-Info Tech-Fire Protection: TLC Engineering

Sub Consultants

Justin P. Mulhollan Principal in Charge	TLC Engineering Solutions, Inc. Melbourne, FL	\$240
Gary C. Kreuger QC/Structural Engineer	TLC Engineering Solutions, Inc. Melbourne, FL	\$200
M. Moncef Hadiji Sr. Electrical Engineer	TLC Engineering Solutions, Inc. Melbourne, FL	\$200
Chelsea Simpson Structural Engineer	TLC Engineering Solutions, Inc. Melbourne, FL	\$140
David Miler Commissioning Agent	TLC Engineering Solutions, Inc. Melbourne, FL	\$140
Bill Nance Communications Specialist	TLC Engineering Solutions, Inc. Melbourne, FL	\$140
James C. Mullen Engineer	TLC Engineering Solutions, Inc. Melbourne, FL	\$140
Graduate Engineer, Designer, Administrative Secretary	TLC Engineering Solutions, Inc. Melbourne, FL	\$110



Mechanical-Electrical-Plumbing-Info Tech-Fire Protection: TLC Engineering

Technicians, Secretaries, Intern, Clerical	TLC Engineering Solutions, Inc. Melbourne, FL	\$85
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Structural Engineering: Structures International, LLC

Sub Consultant

Mike Kovacs Structural Engineer	Structures International, LLC Jacksonville, FL	\$165 Operating Margin: 30%
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Haile Noble Structural Engineer	Noble Precision Technologies Jacksonville, FL	\$125/\$115 Operating Margin: 20%
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Civil Engineering: Kimley Horn - Ocala

Sub Consultant

Joe London Civil Engineer	Kimley Horn Ocala, FL	\$395
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Kimley-Horn Senior Professional II	Kimley-Horn, and Associates, Inc. Ocala, FL	\$395
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Kimley-Horn Senior Professional I	Kimley-Horn, and Associates, Inc. Ocala, FL	\$340
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Kimley-Horn Professional II	Kimley-Horn, and Associates, Inc. Ocala, FL	\$290
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Kimley-Horn Professional I	Kimley-Horn, and Associates, Inc. Ocala, FL	\$245
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Kimley-Horn Analyst II	Kimley-Horn, and Associates, Inc. Ocala, FL	\$200
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Kimley-Horn Analyst I	Kimley-Horn, and Associates, Inc. Ocala, FL	\$160
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Kimley-Horn Senior Technical Support Staff	Kimley-Horn, and Associates, Inc. Ocala, FL	\$255
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Kimley-Horn Technical Support Staff	Kimley-Horn, and Associates, Inc. Ocala, FL	\$160
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Kimley-Horn Support Staff	Kimley-Horn, and Associates, Inc.	\$140
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RISPOLI & ASSOCIATES



Surveying: Preece Land Surveying, Inc.

Sub Consultant

Preece Land Surveying Professional Surveyor & Mapper	Preece Land Surveying, Inc. Ocala, FL	\$250
Preece Land Surveying Office Calculations	Preece Land Surveying, Inc. Ocala, FL	\$50
Preece Land Surveying CAD Technician	Preece Land Surveying, Inc. Ocala, FL	\$90
Preece Land Surveying Field Crew	Preece Land Surveying, Inc. Ocala, FL	\$175
Preece Land Surveying Clerical	Preece Land Surveying, Inc. Ocala, FL	\$40

Geotechnical Testing: Geo-Tech, Inc.

Sub Consultant

Geotech Principal Engineer	Geo-Tech, Inc. Ocala, FL	\$155
Geotech Project Engineer	Geo-Tech, Inc. Ocala, FL	\$125
Geotech Staff Engineer	Geo-Tech, Inc. Ocala, FL	\$85
Geotech Soil Scientist	Geo-Tech, Inc. Ocala, FL	\$110
Geotech CAD Draftsman	Geo-Tech, Inc. Ocala, FL	\$75
Geotech Secretary	Geo-Tech, Inc. Ocala, FL	\$65

END OF DOCUMENT

In addition to the City of Ocala's General Terms and Conditions and other provisions required by the funding agency, all contract awards made by the City of Ocala, a non-Federal entity, shall be governed by the following provisions required under Appendix II to 2 CFR, Part 200, as applicable. These Special Terms and Conditions shall have precedence over the City's General Terms and Conditions and any terms and conditions set forth in the solicitation that may be in variance or conflict with these Special Terms and Conditions.

1. **REMEDIES FOR VIOLATION OR BREACH OF CONTRACT**. Remedies for violation or breach are addressed under Paragraph 67 of the City's General Terms and Conditions.
2. **TERMINATION FOR CAUSE OR CONVENIENCE**. Termination for cause and convenience are addressed under Paragraph 67 of the City's General Terms and Conditions.
3. **EQUAL EMPLOYMENT OPPORTUNITY**. (Applies to agreements between the City and any Vendor for construction work which is paid for in whole or in part with federal funds.) During the performance of this Contract, Contractor agrees as follows:
 - (a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (c) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceedings, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 - (d) Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (e) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (f) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its/his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) Contractor will include the portion of the sentence immediately preceding paragraph (a) herein and the provisions of the subparagraphs contained within this entire section in every subcontract or contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. The Contractor will take such action concerning any subcontract or contract as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
- (1) Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. **DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT.** (Applies to all prime construction contracts in excess of \$2,000 for the actual construction, alteration, and/or repair of a public building or public work, or building or work financed in whole or in part from Federal funds, in accordance with guarantees of a Federal agency, or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant, or annual contribution.)

- (a) **Davis Bacon Act.** All vendors, contractors, and subcontractors must comply with the provisions of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at www.dol.gov. Contractor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Contractor is conditioned upon Contractor's acceptance of the wage determination. The City shall report all suspected or reported violations to the Federal awarding agency.
- (b) **Copeland "Anti-Kickback" Act.** Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractor and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City shall report all suspected or reported violations to the Federal awarding agency.

5. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT.** (Applies to all contract awards in excess of \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) All vendors, contractors, and subcontractors must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (20 CFR Part 5).

- (a) Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- (b) The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.
6. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.** (Applies all contract awards and subcontracts in excess of \$150,000.) All vendors, contractors, and subcontractors must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. **DEBARMENT AND SUSPENSION.** (Applies all contract awards.) No contract award shall be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. **BYRD ANTI-LOBBYING AMENDMENT.** (Applies all contract awards and subcontracts in excess of \$100,000.) Contractors who apply or bid for an award of more than \$100,000 shall file a Byrd Anti-Lobbying Certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.
10. **PROCUREMENT OF RECOVERED MATERIALS.** (Applies all contract awards where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.) As a non-Federal entity that is a political subdivision of the state of Florida, the City of Ocala and all vendors, contractors, and subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery;

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** (Applies all contract awards.) As a recipient and subrecipient of federal funds, the City of Ocala and its vendors, contractors and subcontractors:
- (a) As a recipient and subrecipient of federal funds, the City of Ocala and all vendors, contractors and subcontractors are prohibited from obligating or spending loan or grant funds to (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (2) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - (c) By submitting the electronic response to this solicitation, Vendors are certifying that they have carefully read the solicitation documents, including any addenda, exhibits, attachments, and/or appendices in their entirety and agrees that to the best of his/her knowledge, no pages or parts of the documents appear to have been omitted and that Vendor fully understands, accepts, and agrees to fully comply with the requirements and conditions set forth therein.
 - (d) See Public Law 115-232, section 889 for additional information.
 - (e) See also, § 200.471.
12. **DOMESTIC PREFERENCES FOR PROCUREMENTS.** (Applies all contract awards.) As appropriate and to the extent consistent with law, the City of Ocala should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contracts and purchase orders for work or products under this award.
- (a) For the purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Exhibit D – Consultant Proposal CONTRACT# CDS/240592C

Rispoli & Associates Architecture, Inc.'s submitted proposal

is available for inspection and copying at:

City of Ocala, Procurement and Contracting

110 SE Watula Avenue

Ocala, Florida, 34471

Certificate Of Completion

Envelope Id: 346BEF97B5A442A7A915A3AF3C80AA04	Status: Completed
Subject: FOR SIGNATURE - Agreement for Residential Architectural Services for Housing (CDS/240592C)	
Source Envelope:	
Document Pages: 26	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Porsha Ullrich
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	pullrich@ocalafl.gov
	IP Address: 216.255.240.104


Record Tracking

Status: Original	Holder: Porsha Ullrich	Location: DocuSign
8/22/2024 4:28:35 PM	pullrich@ocalafl.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

Joseph Rispoli
 erik@rispoliarchitect.com
 President
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 24.250.176.151

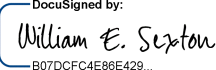
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 Signed: 8/23/2024 2:26:27 PM

Electronic Record and Signature Disclosure:

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William E. Sexton
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

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 Signed: 8/23/2024 4:13:39 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Christopher Watt
 cwatt@ocalafl.org
 Chief of Staff
 Security Level: Email, Account Authentication (None)

DocuSigned by:

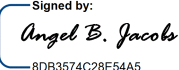
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 Using IP Address: 216.255.240.104

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 Signed: 8/23/2024 4:14:45 PM

Electronic Record and Signature Disclosure:

Accepted: 8/23/2024 4:14:25 PM
 ID: 03c80780-e0a6-4c3b-b0be-659379010744

Angel B. Jacobs
 ajacobs@ocalafl.org
 City Clerk
 Security Level: Email, Account Authentication (None)

Signed by:

 8DB3574C28E54A5...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Agent Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	8/23/2024 4:25:45 PM
Completed	Security Checked	8/23/2024 4:25:45 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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