

**AGREEMENT FOR CIVIL ENGINEERING SERVICES FOR THE NEW CIVIL
COURTHOUSE BUILDING BETWEEN ALACHUA COUNTY AND, EDA
CONSULTANTS INC. NO. 13981**

This 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 the EDA Consultants, Inc., a Florida Profit Corporation, which is authorized to do business in the State of Florida ("EDA"), who are collectively referred to as the “Parties”, for professional services.

WITNESSETH:

WHEREAS, the County publicly issued a Request for Proposal (RFP), #23-430 seeking to hire a qualified professional to provide Civil Engineering Services for the new Alachua County Civil Courthouse Building, Court Complex Parking Garage, and Chilled Water Central Energy Plant in downtown Gainesville, Florida.

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 EDA as top ranked firm; and

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

WHEREAS, the County desires to engage EDA to provide the Civil Engineering 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 EDA agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein.

Scope. In accordance with the terms and conditions of this Agreement, County engages EDA to provide Civil Engineer services for the Alachua County Civil Courthouse/Court Services Building, Court Complex Parking Garage, and Chilled Water Central Energy Plant on the Alachua County Judicial Justice Center site (the “Project”). EDA shall prepare construction plans for the Project, including all proposed site improvements, site evaluation, engineering and planning services to design the Project in accordance with and more specifically stated in the Scope of Services attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. The EDA acknowledges 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. If the County elects to make a change, the County shall initiate a written modification which must be in writing and executed by both the Parties.

2. **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.

3. **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 Project 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 Project.
- C. **Substantial Completion:** The stage of construction when the County can occupy or beneficially use of satisfactory completed Project.

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

- A. EDA is qualified and has the skill, knowledge and expertise to provide the Services. EDA 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. EDA will perform the Services with the skill and care which would be exercised by a qualified Engineer 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, EDA will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and EDA shall be responsible for any and all consequential damages to the County arising from the deficiency.
- C. EDA is familiar with the Services and the specifications and the conditions of the site and location of the Project.
- D. EDA 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 EDA's warranty pertaining to the deliverables.
- E. EDA 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 before construction are included in the Scope of Services, **Exhibit "1"**.
- F. EDA 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.

- G. Pursuant to and to the extent Section 558.0035, Florida Statutes is applicable, **AN INDIVIDUAL EMPLOYEE OR AGENT OF EDA MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE OF SERVICES PROVIDED IN THIS AGREEMENT.**

5. **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 EDA as prescribed in **Exhibit “2”**, Basis of Compensation, which is attached hereto and made part hereof.
- B. As a condition precedent for any payment, EDA shall submit monthly invoices to the County, on or about the same day each month, requesting payment for Services properly rendered and expenses due. EDA 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. EDA's invoice must describe the Services rendered, the date performed and the person(s) rendering such Services. EDA's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. Each invoice shall constitute the EDA'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 EDA covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the EDA's invoice for final payment shall further constitute the EDA's representation to the County that, upon receipt by the EDA of the amount invoiced, all obligations of the EDA 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 credibility informed that any representations of the EDA relating to payment are wholly or partially inaccurate, the County may withhold payment of sum then, or in the future, otherwise due to the EDA 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 EDA 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, EDA 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.** EDA 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 EDA, 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. EDA 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 EDA's representations pertaining to the deliverables. All final plans and documents that are required by Florida Law to be endorsed and are prepared by EDA in connection with the Services shall bear the endorsement of a person in the full employment of the EDA or duly retained by EDA and duly licensed in the appropriate professional category.
- B. 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, construction, operation, maintenance, altering, repairing, remodeling and adding to the facilities designed and constructed as part of the Project.

- C. The County may allow its construction manager, 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.** EDA will obtain, maintain, and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services, except for the building permit(s) which may be the responsibility of the Construction Manager 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. EDA 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 EDA from any of its Services or obligations hereunder.
10. **EDA's Representative:**
- A. EDA has employed and hereby designates Sergio Reyes to serve as EDA's representative (hereinafter referred to as the "Representative"). The Representative authorized and responsible to act on behalf of the EDA under this Agreement. By execution of this Agreement, EDA acknowledges that the Representative has full authority to bind and obligate EDA on all matters arising out of or relating to this Agreement. EDA agrees that the Representative shall devote whatever time is required to satisfactorily manage, perform and complete the Services to be provided by EDA hereunder. Further, EDA agrees that the Representative identified above shall not be removed by the EDA without the County's prior approval, and if so removed, must be immediately replace with a person acceptable to the County.
- B. EDA 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 EDA's Design Team Members who have been assigned to the Project, as well as, the subconsultants and subcontractors who will be used by EDA on the Project. None of the individuals identified in **Exhibit 4** shall be removed by EDA 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. EDA 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 EDA, or any subconsultants or subcontractors engaged by EDA 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 Facilities Management Director with or without cause.
- C. EDA 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 EDA'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 EDA hereunder, and EDA shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this Paragraph.

- D. EDA acknowledges that County is contracting with a Construction Manager who shall be responsible for the construction of the Project (hereinafter to as “Construction Manager”). If Construction Manager is retained during any of the design phases, EDA agrees to cooperate with Construction Manager with respect to Construction Manager’s delivery of services to County. Also, in such event, EDA 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 Construction Manager with respect to the Project design. EDA shall be solely responsible for evaluating the effect, impact and ramifications, if any, which the suggested or recommended design modifications will have on EDA’s design and the Construction Documents, and EDA shall notify County, in writing, of any such effect, impact or ramification. The EDA’s incorporation of any suggested or recommended design modification into EDA’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 EDA’s design or the Construction Documents and shall in no way waive or release EDA 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. EDA 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 EDA 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, EDA 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. EDA will require the same of its subcontractors and subconsultants who provide the Services. If applicable, EDA will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit “5”**. EDA 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 EDA 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:

\$17.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour	\$19.00 per hour without health benefits
--	--

If applicable to the Services under this Agreement and to EDA, 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:** The failure of EDA to comply with any provision of this Agreement will place EDA in default. If EDA 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 EDA 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 EDA.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing written notice of termination for convenience to the EDA. 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, EDA 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 EDA.
- 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 EDA. 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 EDA.
- 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 EDA 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 EDA in performing this Agreement, whether completed or in draft and (d) . In the event of termination, EDA's recovery against County shall be limited to that portion of this Agreement amount earned for Services done up to the date of termination. EDA shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

12. **Indemnification.** EDA 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 CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, 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 ACT, ERROR OR OMISSION OF EDA OR EDA'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 EDA'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of EDA's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of EDA or EDA's employees, representatives or agents, then EDA will investigate, respond to and provide a defense for any allegations and claims, at EDA's sole costs and expense. Furthermore, EDA will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. EDA 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. **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 EDA:

720 SW 2ND AVENUE SUITE 300
GAINESVILLE, FL 32601

To County:

Alachua County Facilities Department
Attn: Facilities Director
12 SE 1st Street
Gainesville, Florida 32601

cc: With a copy electronically sent to:

Alachua County Procurement, Attn:
Contracts

acpur@alachuacounty.us

Clerk of Court, Attn Finance &
Accounting

dmw@alachuaclerk.org

14. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, EDA, *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 EDA 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 EDA or keep and maintain public records required by the County to perform the Service. If EDA transfers all public records to the County upon completion of the Agreement, EDA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the EDA keeps and maintains public records upon completion of the Agreement, the EDA 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 EDA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EDA'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 EDA fails to comply with this section, EDA will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. EDA 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.

EDA will take reasonable measures to protect, secure and maintain any data held by EDA 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 EDA suspects or becomes aware of a security breach or unauthorized access to such data by a third party, EDA shall immediately notify the County in writing and will work, at EDA's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, the EDA may claim that some of EDA'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 EDA in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. EDA 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 EDA. County will promptly notify EDA in writing if the County receives a request for disclosure of EDA’s Confidential Information. EDA may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. EDA 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 EDA’s Confidential Information in a manner not contemplated by this Agreement. EDA shall investigate, handle, respond to, and defend, at EDA’s sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. EDA shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys’ fees, costs and expenses. If the EDA is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, EDA 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. EDA releases the County from claims or damages related to disclosure by the County.

C. Laws & Regulations. EDA will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. EDA 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 EDA is not familiar with laws, ordinances, rules and regulations, EDA 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 EDA 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 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, EDA is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. EDA is solely responsible for the means, method, technique, sequence, and procedure utilized by EDA and its employees in the full performance of the Services referenced in this Agreement. EDA 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 Project 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. EDA warrants that neither EDA nor any of EDA's employees have any financial or personal interest that conflicts with the execution of this Agreement. The EDA 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 EDA warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the EDA 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 EDA any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If EDA 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, EDA 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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 EDA, through its duly authorized representative.

EDA
DocuSigned by:
Sergio Reyes
By: CB39BC50221D48B...
Print: Sergio Reyes
Title: President
Date: 1/7/2024

IF EDA 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: _____
Mary C. Alford, 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. EDA shall provide Civil Engineering on the Alachua County Judicial Justice Center site, including a Development Plan application to the City of Gainesville and GRU for the proposed courthouse building, parking garage, and central energy plant, storm water permitting through the St. Johns River Water Management District, and preparation of construction plans for the development, including all proposed site improvements.
2. General Requirements
 - 2.1. EDA shall provide the following services, including, but not limited to:
 - 2.1.1. All site evaluation and planning services to design Civil Engineering for the Alachua County Civil Court Complex.
 - 2.1.2. Civil Engineering, cost estimating. These services will specifically include the preparation of construction documents and technical specifications.
 - 2.1.3. Attend all scheduled meetings and conferences required by the County in the administration of the agreement, including concurrence with other agencies as deemed necessary by the County.
 - 2.1.3.1. Meeting Protocols: EDA shall attend meetings as required by the County, however limited to a number of meetings by phase as defined herein:
 - 2.1.3.1.1. Predesign/Programming (PD) = 2 Workshop Meetings with user groups
 - 2.1.3.1.2. Schematic Design (SD) = 3 virtual Project Management Calls with County and CM, 2 workshop meetings with user groups;
 - 2.1.3.1.3. Design Development (DD) = 4 virtual Project Management Calls with County and CM, 3 workshop meetings with user groups;
 - 2.1.3.1.4. Construction Documents (CD) = 5 virtual Project Management Calls with County and CM;
 - 2.1.3.1.5. Construction Administration (CA) = As identified in the Agreement.
 - 2.1.4. Maintain written minutes in such a manner as to record the agreements and understandings resulting from meetings, conferences and discussions.
 - 2.1.5. Provide schedules indicating start/completion dates for the overall design project and for shorter term detailed information, as requested by the County.
 - 2.1.6. Interface with the Construction Project Manager as required during the construction phase of the project to establish a project team which includes the

EDA, Constitutional Officer(s) and or designee(s), special interest groups, County staff and the Construction Project Manager.

- 2.1.7. Assist in the steps involved in satisfying commissioning requirements on staff or understand the steps involved with satisfying building site commissioning requirements.
- 2.2. 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.
- 2.3. Ensure that all plans including construction documents meets 2012 Florida Accessibility Code and 2023 Florida Building Codes.
- 2.4. Review the Environmental Assessment of the site provided by the County
- 2.5. Attend and represent the County in all City Land Development Codes Review meetings.
3. Preparation of Construction Plans for the Development, including all proposed Site Improvements
 - 3.1. Prepare a Development Plan application to the City of Gainesville and GRU for the proposed courthouse building, parking garage, and central energy plant, as well as stormwater permitting through the St. Johns River Water Management District.
 - 3.2. Coordinate with the County to discuss details regarding the overall site layout and provide technical assistance and local code expertise in developing the Development Plan.
 - 3.3. Refine the conceptual plan based on applicable land development code criteria and other factors.
 - 3.4. Schedule and attend a project meeting with the local utility provider (Gainesville Regional Utilities) to determine utility requirements and any potential off-site improvements.
 - 3.5. Schedule and attend a First-Step Meeting with the City of Gainesville to discuss the project and review technical details as they relate to the project.
 - 3.6. Schedule and attend a pre-design site visit prior to the start of design.
 - 3.7. Schedule and facilitate the required neighborhood meeting for the project, which will include all aspects of scheduling, advertising, mailing and representation at the meeting, including a public participation report to be submitted with the site plan.
 - 3.8. Coordinate with other project sub-contractors (environmental, geotechnical engineer, traffic engineer, landscape architect, lighting engineer and architect, as needed) in order to complete the Development Plan submittal.

- 3.9. Design, prepare and submit a complete Development Plan submittal package to the City of Gainesville, which will include fully engineered construction plans for the proposed project and supporting documents from sub-EDAs. This Development Plan will utilize the conceptual design prepared by the client and the project design team and will include the following:
 - 3.9.1. Cover Sheet
 - 3.9.2. Site Demolition Plan
 - 3.9.3. Dimension Plan
 - 3.9.4. Paving, Grading and Drainage Plan
 - 3.9.5. Utility Plan (including water system, sanitary sewer system and other utilities)
 - 3.9.6. Grading Plan
 - 3.9.7. Civil Construction Details
 - 3.9.8. Erosion and Sediment Control Design and Plans/ BMP Design Survey
 - 3.10. Design, prepare and submit an Environmental Resource Permit (ERP) application to the St. Johns River Water Management District for the stormwater system.
 - 3.11. Design, prepare and submit a utility permit application to Gainesville Regional Utilities (GRU) based on the master utility plan for the project.
 - 3.12. Represent the County at meetings with regulatory agencies (as needed) and address all review comments.
 - 3.13. Represent the client at any required approval hearings, including the City of Gainesville Development Review Board.
4. Schematic Design Phase
- 4.1. EDA shall prepare a preliminary evaluation of the Counties schedule, budget for the cost of the Project, Project site, and the proposed procurement or delivery method and other initial information, each in terms of the other, to ascertain the requirements of the project. EDA 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. EDA shall present its preliminary evaluation to the County and shall discuss with the county alternative approaches to design and construction of the Project. The EDA shall reach an understanding with the County regarding the requirements of the Project.

- 4.3. EDA will submit a preliminary project design, which will be consistent with the project criteria. The preliminary design will include plans, building type, size, location, and dimension.
 - 4.4. The preliminary design will include written preliminary specifications and preliminary civil drawings.
 - 4.5. EDA shall insure that the design, material supplies, and project methods meet current industry codes and standards as well as any County specific standards.
 - 4.6. EDA will collaborate with County staff and develop an estimated total project cost including site development and improvements costs, any fees and other expenses. For example, soil investigation, site surveys, environmental surveys and possible solutions, permits.
 - 4.7. Advise the County as to the necessity of all specialized services required for the project, and act as the County's engineering representative in connection therewith.
 - 4.8. EDA 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, and dimensions of each structure. The preliminary design will include written preliminary specifications and preliminary civil drawings.
 - 4.9. Based on the County's approval of the preliminary design, the EDA 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.
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 Project, EDA 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, and typical construction details. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality level.
 - 5.2. EDA shall assist the County in creating an Owner's Direct Purchase list of materials and review and reconcile bid savings with the Construction Manager.

5.3. EDA shall update the estimate of the Cost for the civil scope of the Project into the Total Project Budget.

6. Construction Documents Phase

6.1. After approval to proceed, EDA 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.

6.2. EDA will submit an estimate of the construction cost based on preliminary design ensuring it meets LEEDS and/or Green building Certification standards.

7. Construction Bid Process

7.1. EDA will attend pre-bid meetings and provide clarification and preparation of any required addendums.

7.2. EDAs 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.

7.3. EDA 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.

7.4. EDA shall jointly review all contract documents with the County and Construction Project Manager. As a minimum, include general, supplementary and special conditions documents.

8. Construction Administration

8.1. EDA will represent the County as its engineering representative including but not limited to interpretation of drawings and specifications and issuing instructions to the contractor.

8.2. EDA must observe and provide monthly written reports to the County providing progress and confirm that the Project conforms to the contract documents, compliance with the design concept of the Project 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. EDA 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.

- 8.4. Approve applications for payment based on the on-site observations of the quality of Project 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.
- 8.5. 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.
- 8.6. EDA 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.
9. The EDA shall review all close out documents as a minimum including:
 - 9.1. Permits and inspections.
 - 9.2. Certificate of Substantial Completion
 - 9.3. Certificate of Sign off from civil engineers (if applicable)
 - 9.4. Final property survey
 - 9.5. Final lien waivers from each subcontractor and a general release of liens from contractors
 - 9.6. Warranties and operating and maintenance manuals (O&M)
10. Post Construction
 - 10.1. EDA shall assist the County with resolving any design issue as required by law. As a minimum, the EDA will be expected to respond to any issues during the warranty period.
11. Construction Close-Out
 - 11.1. EDA shall manage the close out process by satisfying close out requirements, as a minimum ensuring the Construction Project Manager provides the County with the following:
 - 11.1.1. Permits and inspections.
 - 11.1.2. Certificate of Substantial completion.
 - 11.1.3. Certificate of sign off from civil engineers. This will include a final inspection report from the civil engineer.

11.1.4. Final Property Survey

11.1.5. Maintenance Bond (if applicable)

11.1.6. Final Lien waivers from each subcontractor and a general release of lien from the general contractor.

11.1.7. All Warranties including site contractor and associated subcontractors.

12. Anticipated Design Schedule

General Planning and Coordination	5 months
Chilled Water Central Energy Plant.	
Schematic Design	1 month
Design Development (50% Drawings and Specifications)	1 months
100% Construction Drawings and Specifications	5 months
Court Complex Parking Garage	
Schematic Design	1 month
Design Development (50% Drawings and Specifications)	3 months
100% Construction Drawings and Specifications	8 months
Alachua County Civil Courthouse Building	
Schematic Design	2 months
Design Development (50% Drawings and Specifications)	3 months
100% Construction Drawings and Specifications	9 months

Exhibit 2: Basis of Compensation

1. MONTHLY STATUS REPORTS

1.1 EDA 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 EDA

2.1 SERVICES - For compensation purposes, Services is defined as all Services performed under the Agreement.

2.1.1 For performing and completing the Services identified in the Agreement, the Engineer shall be paid by the County the lump sum, fixed fee amount of \$387,000.00, which shall be paid as set forth in subsection 2.1.2

2.1.2, For the Services provided for in this Agreement, COUNTY agrees to pay and make progress payments to EDA in accordance with the terms as stated below. Payments shall be made in accordance with the following Task Schedule.

Task 1: Overall site planning, including Programming and Preliminary Schematic Design

EDA will work with County staff and project consultants to prepare a master plan for the three projects proposed on the Court Complex Property. EDA will coordinate with subconsultants, (architect, geotechnical engineers, lighting engineers, and traffic engineers) to determine or confirm site conditions for the proposed projects.

Additional Site Survey

Coordinate with a registered surveyor for additional topographic survey of a portion of tax parcel 14557-000-000, (see map attached). The survey will include the location of all trees that are 8" diameter and larger (diameter at breast height). The surveyor will topo the entire width of the R/W of S.W. 2nd Street and to the easterly side of the south travel lanes of S. Main Street, as shown on the attached map. The survey will include all visible utilities and improvements in the outlined area. The survey will include inverts and pipe sizes on storm and sanitary sewer lines. The survey will also show striping in the paved areas and finish floor elevations of the buildings touching the topo area.

Master Planning/Project Coordination

- Gather site data, surveys, and existing stormwater permitting information.
- Discuss overall schedule and phasing of projects
- Meetings with the client to discuss details regarding the overall site layout.
- Schedule a First Step meeting with the City to discuss project details, including design criteria, review timeline, critical issues, etc.
- Attend meetings with project designers/architect for each proposed building to confirm building footprints for a conceptual plan.
- Review City of Gainesville design criteria, and discuss deliverables required for the City/GRU permitting process with designs/architects for each projects.
- Attend meetings with County staff and user groups as needed to discuss the overall project layout and incorporate feedback into the design. Master Utility and Stormwater System
- Coordinate with project consultants for each building for overall building footprints and estimated utility loads
- Acquire and review GRU utility maps for the project area.
- Schedule a project meeting with GRU to determine utility permitting requirements and any required improvements.
- Schedule a preapplication meeting with the St. Johns River Water Management District to discuss specific criteria of the overall development.
- Prepare a preliminary utility plan and stormwater management plan for the overall site.

Additional Services

Additional engineering services will include but not be limited to: geotechnical services, transportation analysis, and other services required as a part of permit submittals to jurisdictional agencies.

Task 1 - Master Planning	
• Additional Site Survey	\$12,800.00
• Master Planning/Project Coordination	\$15,000.00
• Master Utility and Stormwater Design	\$10,000.00
• Additional Services	\$100,000.00
	\$137,800.00

Task 2: Detailed site planning for the Chilled Water Central Energy Plant

Schematic Design

- Attend meetings with Alachua County staff and the project designer/architect to discuss details regarding the overall site plan layout and limits for this project.
- Schedule a First Step meeting with the City to discuss project details, including design criteria, review timeline, critical issues, etc.
- Schedule a project meeting with GRU to determine utility requirements and any required improvements.
- Schedule a preapplication meeting with the St. Johns River Water Management District to discuss specific criteria of the proposed development.
- EDA shall prepare a preliminary evaluation of the schedule, budget for the cost of the project, project site, and the proposed procurement or delivery method and other initial information, each in terms of the other, to ascertain the requirements of the project.
- The preliminary design will include written preliminary specifications and civil plans.
- EDA will collaborate with County staff and develop an estimated total project cost including site development and improvements costs, any fees and other expenses. For example, soil investigation, site surveys, environmental surveys and possible solutions, permits.

Design Development

- Based on the County's approval of the Schematic Design Documents, and any adjustments in the requirements and the budget for the cost, EDA 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 and typical construction details.
- EDA shall update the estimate of the Cost for the civil scope of the Project into the Total Project Budget.
- Develop the engineering plans for the project
- Prepare preliminary plans & construction estimates for feedback from County staff and the Construction Manager.
- A neighborhood workshop is required prior to submittal of the site plan application to the City of Gainesville. EDA staff will prepare all aspects of the neighborhood workshop for this project which will include the following:
 - o Assemble list of all property owners within 400 feet of the site and other

interested parties

- o Mail out notices to affected property owners and the City's required notification list
- o Prepare presentation for the meeting and facilitate the neighborhood meeting.
- o Take meeting notes and submit a Public Participation report to the City.

Construction Documents

EDA will prepare and submit a Development Plan application to the City of Gainesville and Gainesville Regional Utilities for the proposed central energy plant. This scope of work includes preparation of site civil construction plans for the proposed project, including all related infrastructure improvements.

The Development Plan will include the following scope of services:

- Coordinate with other project design sub-consultants (MEP engineer, lighting engineer, landscape architect, and surveyor, as needed) in order to complete the Development Plan submittal.
- Design, prepare and submit a complete Development Plan submittal package to the City of Gainesville and Gainesville Regional Utilities, which will include fully engineered construction plans for the proposed project and supporting documents from subconsultants (landscape architect, electrical engineer, etc.). The City will consider this Development Plan as an major site plan for review purposes.
- Prepare and submit a permit application for the proposed stormwater system to the St. Johns River Water Management District.
- Represent the client at meetings with regulatory agencies and address all review comments.

Landscape Design

EDA will coordinate with a Landscape Architect to provide a City of Gainesville Permitting – Code Compliant Landscape Plan including the following:

- Prepare a code-minimum landscape plan for the City of Gainesville Site Development Plan review. Plan to adhere to City of Gainesville Land Development Code requirements and specifically address tree mitigation and required plantings for street and drive frontages and, if applicable, for vehicular use/parking areas, landscape buffers, parking area buffers, and stormwater facilities.
- Following the receipt of comments from the first City submittal, meet with the City Urban Forestry Inspector on site to discuss tree mitigation and project specific landscape requirements.

- Respond to City and GRU comments and make resubmittals as necessary
- Deliverables to include: a landscape plan, tree protection and tree planting details, calculations, and general notes. The landscape plan will indicate the quantity, common and scientific name, size, and location of proposed plant types.

Construction Bidding

- Provide final project documents and approved plans to County for bid preparation
- EDA will attend pre-bid meetings and provide clarification and preparation of any required addendums.
- EDA 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.
- EDA 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.
- EDA will review all civil contract documents with the County and Construction Project Manager and assist with bid review and recommendation to County staff for construction

Construction Administration

EDA shall provide construction administration services, including but not limited to the following:

- Make minor revisions as required per field changes. If the revisions require permitting, this will be considered additional services and a separate proposal for the required permitting services will be provided.
- Participate in a pre-construction meeting on-site with the selected contractor.
- Review civil shop drawings and drawing submittals from the contractor and respond to contractor's requests for information (RFI's) during construction. Shop drawings and submittals will be responded to in 1 week. RFI's and resubmittals will be responded to in 5 working days.
- EDA will observe and provide monthly written reports to the County providing progress and confirm that the Project conforms to the contract documents, compliance with the design concept of the Project 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. Check and approve submittals, provide construction inspection and assist with construction payment authorization

- Perform a Substantial Completion site inspection and develop a punch-list of any deficiencies to be addressed; and
- Prepare, submit, and administer the As-built Certification to regulatory agencies upon satisfactory completion of construction (this is not an As-Built Survey of the project).

Task 2 - Central Energy Plant	
• Schematic Design	\$5,000.00
• Design Development	\$10,000.00
• Construction Documents	\$10,000.00
• Landscape Design	\$10,000.00
• Construction Bidding	\$5,000.00
• Construction Administration	\$10,000.00 (not to exceed)
	\$50,000.00

Task 3: Detailed site planning for the Corut Complex Parking Garage

Schematic Design

- Attend meetings with Alachua County staff and the project designer/architect to discuss details regarding the overall site plan layout and limits for this project.
- Schedule a First Step meeting with the City to discuss project details, including design criteria, review timeline, critical issues, etc.
- Schedule a project meeting with GRU to determine utility requirements and any required improvements.
- Schedule a preapplication meeting with the St. Johns River Water Management District to discuss specific criteria of the proposed development.
- EDA shall prepare a preliminary evaluation of the schedule, budget for the cost of the project, project site, and the proposed procurement or delivery method and other initial information, each in terms of the other, to ascertain the requirements of the project.
- The preliminary design will include written preliminary specifications and civil plans.
- EDA will collaborate with County staff and develop an estimated total project cost including site development and improvements costs, any fees and other expenses. For example, soil investigation, site surveys, environmental surveys and possible solutions, permits.

Design Development

- Based on the County's approval of the Schematic Design Documents, and any adjustments in the requirements and the budget for the cost, EDA 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 and typical construction details.
- EDA shall update the estimate of the Cost for the civil scope of the Project into the Total Project Budget.
- Develop the engineering plans for the project
- Prepare preliminary plans & construction estimates for feedback from County staff and the Construction Manager.
- A neighborhood workshop is required prior to submittal of the site plan application to the City of Gainesville. EDA staff will prepare all aspects of the neighborhood workshop for this project which will include the following:
 - o Assemble list of all property owners within 400 feet of the site and other interested parties.
 - o Mail out notices to affected property owners and the City's required notification list
 - o Prepare presentation for the meeting and facilitate the neighborhood meeting.
 - o Take meeting notes and submit a Public Participation report to the City.

Construction Documents

EDA will prepare and submit a Development Plan application to the City of Gainesville and Gainesville Regional Utilities for the proposed parking garage. This scope of work includes preparation of site civil construction plans for the proposed project, including all related infrastructure improvements.

The Development Plan will include the following scope of services:

- Coordinate with other project design sub-consultants (lighting engineer, landscape architect, surveyor, and architect, as needed) in order to complete the Development Plan submittal.
- Design, prepare and submit a complete Development Plan submittal package to the City of Gainesville and Gainesville Regional Utilities, which will include fully engineered construction plans for the proposed project and supporting documents from subconsultants (architect, landscape architect, electrical engineer, etc.). The City will consider this Development Plan as an major site plan for review purposes.
- Prepare and submit a permit application for the proposed stormwater system to the St. Johns River Water Management District.
- Represent the client at meetings with regulatory agencies and address all review

comments.

- Represent the project at a public hearing before the Development Review Board. Landscape Design EDA will coordinate with a Landscape Architect to provide a City of Gainesville Permitting –Code Compliant Landscape Plan including the following:
 - Prepare a code-minimum landscape plan for the City of Gainesville Site Development Plan review. Plan to adhere to City of Gainesville Land Development Code requirements and specifically address tree mitigation and required plantings for street and drive frontages and, if applicable, for vehicular use/parking areas, landscape buffers, parking area buffers, and stormwater facilities.
 - Following the receipt of comments from the first City submittal, meet with the City Urban Forestry Inspector on site to discuss tree mitigation and project specific landscape requirements.
 - Respond to City and GRU comments and make resubmittals as necessary
 - Deliverables to include: a landscape plan, tree protection and tree planting details, calculations, and general notes. The landscape plan will indicate the quantity, common and scientific name, size, and location of proposed plant types.

Construction Bidding

- Provide final project documents and approved plans to County for bid preparation
- EDA will attend pre-bid meetings and provide clarification and preparation of any required addendums.
- EDA 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..
- EDA 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.
- EDA will review all civil contract documents with the County and Construction Project Manager and assist with bid review and recommendation to County staff for construction

Construction Administration

EDA shall provide construction administration services, including but not limited to the following:

- Make minor revisions as required per field changes. If the revisions require

permitting, this will be considered additional services and a separate proposal for the required permitting services will be provided.

- Participate in a pre-construction meeting on-site with the selected contractor.
- Review civil shop drawings and drawing submittals from the contractor and respond to contractor’s requests for information (RFI’s) during construction. Shop drawings and submittals will be responded to in 1 week. RFI’s and resubmittals will be responded to in 5 business days.
- EDA will observe and provide monthly written reports to the County providing progress and confirm that the Project conforms to the contract documents, compliance with the design concept of the Project 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. Check and approve submittals, provide construction inspection and assist with construction payment authorization
- Perform a Substantial Completion site inspection and develop a punch-list of any deficiencies to be addressed; and
- Prepare, submit, and administer the As-built Certification to regulatory agencies upon satisfactory completion of construction (this is not an As-Built Survey of the project).

Task 3 - Parking Garage	
• Schematic Design	\$10,000.00
• Design Development	\$15,000.00
• Construction Documents	\$25,000.00
• Landscape Design	\$15,000.00
• Construction Bidding	\$5,000.00
• Construction Administration	\$15,000.00 (not to exceed)
	\$85,000.00

Task 4: Detailed site planning for the Alachua County Civil Court Building

Schematic Design

- Attend meetings with Alachua County staff and the project designer/architect to discuss details regarding the overall site plan layout and limits for this project.
- Schedule a First Step meeting with the City to discuss project details, including

design criteria, review timeline, critical issues, etc.

- Schedule a project meeting with GRU to determine utility requirements and any required improvements.
- Schedule a preapplication meeting with the St. Johns River Water Management District to discuss specific criteria of the proposed development.
- EDA shall prepare a preliminary evaluation of the schedule, budget for the cost of the project, project site, and the proposed procurement or delivery method and other initial information, each in terms of the other, to ascertain the requirements of the project.
- The preliminary design will include written preliminary specifications and civil plans.
- EDA will collaborate with County staff and develop an estimated total project cost including site development and improvements costs, any fees and other expenses. For example, soil investigation, site surveys, environmental surveys and possible solutions, permits.

Design Development

- Based on the County's approval of the Schematic Design Documents, and any adjustments in the requirements and the budget for the cost, EDA 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 and typical construction details.
- EDA shall update the estimate of the Cost for the civil scope of the Project into the Total Project Budget.
- Develop the engineering plans for the project
- Prepare preliminary plans & construction estimates for feedback from County staff and the Construction Manager.
- A neighborhood workshop is required prior to submittal of the site plan application to the City of Gainesville. EDA staff will prepare all aspects of the neighborhood workshop for this project which will include the following:
 - o Assemble list of all property owners within 400 feet of the site and other interested parties.
 - o Mail out notices to affected property owners and the City's required notification list
 - o Prepare presentation for the meeting and facilitate the neighborhood meeting.
 - o Take meeting notes and submit a Public Participation report to the City.

Construction Documents

EDA will prepare and submit a Development Plan application to the City of Gainesville and Gainesville Regional Utilities for the proposed courthouse building. This scope of work includes preparation of site civil construction plans for the proposed project, including all related infrastructure improvements.

The Development Plan will include the following scope of services:

- Coordinate with other project design sub-consultants (lighting engineer, landscape architect, traffic consultant, surveyor, and architect, as needed) in order to complete the Development Plan submittal.
- Design, prepare and submit a complete Development Plan submittal package to the City of Gainesville and Gainesville Regional Utilities, which will include fully engineered construction plans for the proposed project and supporting documents from subconsultants (architect, landscape architect, electrical engineer, etc.). The City will consider this Development Plan as an major site plan for review purposes.
- Prepare and submit a permit application for the proposed stormwater system to the St. Johns River Water Management District.
- Represent the client at meetings with regulatory agencies and address all review comments.
- Represent the project at a public hearing before the Development Review Board.

Landscape Design

EDA will coordinate with a Landscape Architect to provide a City of Gainesville Permitting – Code Compliant Landscape Plan including the following:

- Prepare a code-minimum landscape plan for the City of Gainesville Site Development Plan review. Plan to adhere to City of Gainesville Land Development Code requirements and specifically address tree mitigation and required plantings for street and drive frontages and, if applicable, for vehicular use/parking areas, landscape buffers, parking area buffers, and stormwater facilities.
- Following the receipt of comments from the first City submittal, meet with the City Urban Forestry Inspector on site to discuss tree mitigation and project specific landscape requirements.
- Respond to City and GRU comments and make resubmittals as necessary
- Deliverables to include: a landscape plan, tree protection and tree planting details, calculations, and general notes. The landscape plan will indicate the quantity, common and scientific name, size, and location of proposed plant types.

Construction Bidding

- Provide final project documents and approved plans to County for bid preparation

- EDA will attend pre-bid meetings and provide clarification and preparation of any required addendums.
- EDA 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..
- EDA 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.
- EDA will review all civil contract documents with the County and Construction Project Manager and assist with bid review and recommendation to County staff for construction

Construction Administration

EDA shall provide construction administration services, including but not limited to the following:

- Make minor revisions as required per field changes. If the revisions require permitting, this will be considered additional services and a separate proposal for the required permitting services will be provided.
- Participate in a pre-construction meeting on-site with the selected contractor.
- Review civil shop drawings and drawing submittals from the contractor and respond to contractor's requests for information (RFI's) during construction. Shop drawings and submittals will be responded to in 1 week. RFI's and resubmittals will be responded to in 5 business days.
- EDA will observe and provide monthly written reports to the County providing progress and confirm that the Project conforms to the contract documents, compliance with the design concept of the Project 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. Check and approve submittals, provide construction inspection and assist with construction payment authorization
- Perform a Substantial Completion site inspection and develop a punch-list of any deficiencies to be addressed; and
- Prepare, submit, and administer the As-built Certification to regulatory agencies upon satisfactory completion of construction (this is not an As-Built Survey of the project).

Task 4 - Civil Courthouse Building	
• Schematic Design	\$15,000.00
• Design Development	\$25,000.00
• Construction Documents	\$30,000.00
• Landscape Design	\$20,000.00
• Construction Bidding	\$5,000.00
• Construction Administration	\$20,000.00 (not to exceed)
	\$115,000.00

2.1.2 For the Services provided for in this Agreement, COUNTY agrees to pay and make progress payments to EDA in accordance with the terms as stated below. Payments shall be made in accordance with the following Schedule for the Design of the Civil Courthouse on the Alachua County Judicial Justice Center site to include: programming, schematic design, design development, construction documents, bidding assistance and construction documentation services. Professional services include, site improvements, site evaluation, engineering and planning services

2.2. ADDITIONAL SERVICES

2.2.1 EDA shall inform the County if any Additional Design Services are necessary for EDA to perform the Services. If the County desires to approve any Additional Design Services requested to be performed by the EDA, the Parties shall negotiate total fee based on the Services to be provided calculated using the billable rates specified in **Exhibit 7**. The agreed upon scope of services and fees for the Additional Design Services must be memorialized in the form of a written Task Authorization that is executed by both Parties and shall include the amount(s) that the County will pay EDA for those Additional Design Services. There shall be no overtime pay on Additional Design Services.

2.2.2 EDA shall inform the County if any Additional Testing Services are necessary for EDA to perform the Services. If the County desires to approve any Additional Testing Services proposed by the EDA, the parties shall negotiate and sign a written Task Authorization that is executed by both Parties and shall include the amount(s) that the County agrees to pay the EDA for performing the Additional Testing Services. The negotiated fee shall be calculated using the billable rates specified in **Exhibit 7**. No mark-up will be allowed on these costs.

3. SCHEDULE OF PAYMENTS

3.1 EDA 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 EDA 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 EDA 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 EDA for correction. Invoices must indicate the Agreement Number, the Purchase Order (or Contract) Number, and the Project Site description (Civil Court House Building).

3.3 In the event modifications to the Construction Documents are required in order to obtain any necessary permit, ten percent (10%) of EDA'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"

Engineer 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 Engineer, 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 Owned vehicles, 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 Engineer; products and completed operations of the Engineer; or automobiles owned, leased, hired or borrowed by the Engineer.
 - 2 The Engineer'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 Engineer's insurance and shall be non-contributory.
- C All Coverages
 - 1 The Engineer 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 contact 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Florida 2811 NW 41st Street Gainesville, FL 32606	CONTACT NAME: PHONE (A/C, No, Ext): (352) 377-2002	FAX (A/C, No): (352) 376-8393
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Westfield Companies	NAIC # 24112
INSURED eda consultants, inc. 720 SW 2nd Avenue South Tower, Suite 300 Gainesville, FL 32601	INSURER B : Bridgefield Employers Insurance Company	10701
	INSURER C : XL Specialty Insurance Company	37885
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CWP003291K	10/1/2023	10/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CWP003291K	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ 0			CWP003291K	10/1/2023	10/1/2024	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0830-53995	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Errors & Omissions			DPR5018753	10/1/2023	10/1/2024	Aggregate	5,000,000
C	Errors & Omissions			DPR5018753	10/1/2023	10/1/2024	Per Claim	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Alachua County Board of County Commissioners, its officials, employees and volunteers are included as Additional Insured & both Primary & Non-contributory terms apply for General Liability & Additional Insured for Auto Liability, & Waiver of Subrogation applies for General Liability & Auto Liability, when required in a written contract or agreement with the Insured, as per the terms & conditions of the policy endorsements. Umbrella (or Excess) coverage is subject to the terms & conditions of the aforementioned underlying policy endorsements of General Liability, Auto Liability & Employers' Liability.

CERTIFICATE HOLDER

CANCELLATION

Alachua County Board of County Commissioners 12 SE 1st St Gainesville, FL 32601-6983	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

- A. Expected or Intended Injury
 - Reasonable force
- B. Liquor Liability Coverage Extension
- C. Non-Owned Watercraft
 - Increased to 60 feet
- D. Non-Owned Aircraft
- E. Damage To Property - Borrowed Equipment
- F. Damage To Premises Rented To You
- G. Personal And Advertising Injury
 - Contractual Personal and Advertising Injury
 - Exclusions
- H. Supplementary Payments
 - Bail Bonds - \$2,500
 - Loss of Earnings - \$1,000
- I. Additional Insureds - Automatic Status
 - State or Governmental Agency or Subdivision or Political Subdivision Controlling Interest
 - Managers or Lessors of Premises
 - Mortgagee, Assignee or Receiver
 - Owners or Other Interests From Whom Land Has Been Leased
 - Co-Owners of Insured Premises
 - Lessor of Leased Equipment
- J. Who Is An Insured broadened
 - Joint Ventures / Partnership / Limited Liability Company
 - Health Care Professionals (Incidental Medical Malpractice)
 - Individual Owners of Building are Insured's
 - Newly Formed or Acquired Entities
- K. Knowledge and Notice of Occurrence
- L. Other Insurance Condition Amended
- M. Unintentional Failure To Disclose Hazards
- N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status
- O. Liberalization
- P. Definitions
 - Bodily Injury redefined
 - Insured Contract redefined
 - Expanded Personal and Advertising Injury definition

A. EXPECTED OR INTENDED INJURY

Under SECTION 1, COVERAGES, COVERAGE
A. BODILY INJURY AND PROPERTY DAMAGE
exclusion a. is replaced with the following:

- a. Expected Or Intended Injury

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

B. LIQUOR LIABILITY COVERAGE EXTENSION

SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions c. Liquor Liability is deleted.

C. NON-OWNED WATERCRAFT

Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g.2(a) is replaced with the following:

- (a) Less than 60 feet long; and

D. NON-OWNED AIRCRAFT

Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g. Aircraft, Auto or Watercraft, the following is added:

- (6) An aircraft you do not own provided that:
 - (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
 - (b) It is rented with a trained, paid crew; and
 - (c) It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT

Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions j. is deleted and replaced by the following:

- j. Damage To Property:
 - (1) Property you own, rent or occupy;
 - (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
 - (3) Property loaned to you;
 - (4) Personal property in the care, custody or control of the insured;
 - (5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to:

- (i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or
- (ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. DAMAGE TO PREMISES RENTED TO YOU

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions, the last paragraph of Item 2. Exclusions is replaced with the following:

Exclusion c. through n. do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

G. PERSONAL AND ADVERTISING INJURY

Under SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, Item 2. Exclusions e. Contractual Liability is deleted.

Under SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, the following are added to Item 2. Exclusions:

- q. Discrimination Relating To Room, Dwelling or Premises
 Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.
- r. Fines or Penalties
 Fines or penalties levied or imposed by a governmental entity because of discrimination.

H. SUPPLEMENTARY PAYMENTS

Under SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, item 1.b. is replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, item 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

I. ADDITIONAL INSUREDS - AUTOMATIC STATUS

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs a. through f. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

- 1. Currently in effect or becoming effective during the term of the policy; and
- 2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

- a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies;
 - (a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

- b. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

c. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

d. Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from who land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

f. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs a. through f. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph 4.b.(1) of Section IV - Commercial General Liability Conditions is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

- (1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contractor written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

J. WHO IS AN INSURED BROADENED

Under SECTION II - WHO IS AN INSURED the following is added to item 1:

f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an insured when you had an Interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- (1) Prior to the termination date of any joint venture, limited liability company or partnership; or

- (2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under SECTION II - WHO IS AN INSURED, 2.a.(1)(d) is deleted and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under SECTION II - WHO IS AN INSURED the following is added:

- 4. For COVERAGE A and COVERAGE B only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:
 - a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
 - b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under SECTION II - WHO IS AN INSURED, 3.a. is deleted and replaced with the following:

- a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under SECTION II - WHO IS AN INSURED the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit, the following is added:

- e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An "executive officer" or insurance manager, if you are a corporation; or
 - (4) A manager, if you are a limited liability company.
- f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An "executive officer" or insurance manager, if you are a corporation; or
 - (4) A manager, if you are a limited liability company.
- g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, Condition 4 of Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary and non-contributory except when b. below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A.
- (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of Insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations, the following is added:

- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8. Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under SECTION V - DEFINITIONS, item 3. is deleted and replaced with the following:

3. "Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under SECTION V - DEFINITIONS, item 9. is deleted and replaced with the following:

9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give

them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services including those listed in (1) above and supervisory, inspection, architectural or engineering, activities.

Under SECTION V - DEFINITIONS, item 14. the following is added to the definition of "Personal and advertising injury":

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;
 - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: eda Consultants Inc.
Endorsement Effective Date: 10/1/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Any and all person(s) or organization(s) when required by a contract with the Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



FLORIDA BUSINESS AUTO ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Who Is An Insured broadened:
 - Additional Insured by Contract, Agreement or Permit
 - Legally Incorporated Subsidiaries
 - Newly Acquired Organizations
- B. Supplementary Payments
 - Bail Bonds - \$5000
 - Loss of Earnings - \$500
- C. Coverage Extensions
 - Transportation Expenses
 - Personal Effects (Excess Basis)
- D. Additional Coverages
 - Expenses paid for returning a stolen covered auto
 - Fire Department Service Charge
- E. Airbag Coverage - Accidental Discharge
- F. Knowledge and Notice of an Accident, Claim or Suit
- G. Unintentional Failure To Disclose Hazards
- H. Definitions
 - Bodily Injury Redefined

In addition to the policy amendments contained in A. through H. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers and Spouse/Members of that Person's Household) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

A. WHO IS AN INSURED BROADENED

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item A. Coverage, 1. Who Is An Insured is amended to include the following additional paragraphs:

- d. Any legally incorporated subsidiary of yours in which you own more than

50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

- (1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
- (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, subparagraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

C. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is replaced with the following:

- a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item 4. Coverage Extensions:

- c. Personal Effects

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

D. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended to include the following additional coverage items:

- 5. We will pay the expense of returning a stolen covered "auto" to you.

- 6. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:

- (a) Assumed by contract or agreement prior to loss; or
- (b) Required by local ordinance.

No deductible applies to this additional coverage.

E. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION III - PHYSICAL DAMAGE COVERAGE, Item B. Exclusions, subparagraph 3.a. is deleted and replaced with the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

F. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - BUSINESS AUTO CONDITIONS, Item A. Loss Conditions is amended as follows:

Subparagraph a. under Item 2. Duties In The Event Of Accident, Claim, Suit Or Loss, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partner-ship; or
- (3) An executive officer or insurance manager, if you are a corporation.

Subparagraph b.(2) under 2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended as follows:

- (2) Immediately send us copies of any request, demand, order,

notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

G. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

H. DEFINITIONS

Under SECTION V - DEFINITIONS, Item C. is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: eda Consultants Inc.
Endorsement Effective Date: 10/1/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Any and all person(s) or organization(s) when required by a contract with the Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

EXHIBIT 4: Design Team Members

Sergio Reyes, PE, Principal	Project Manager
Claudia Vega, PE, Principal	Director of Engineering
Stephanie Sutton, Principal	Director of Operations
Clay Sweger, AICP, Principal	Director of Planning
Meagan Dickey, PE	Senior Project Designer

Exhibit 5: Certification of Meeting Alachua County Wage Ordinance

Contact Title: AGREEMENT FOR CIVIL ENGINEERING SERVICES FOR THE NEW CIVIL COURTHOUSE BUILDING BETWEEN ALACHUA COUNTY AND, EDACONSULTANTS INC. NO. 13981

Contract or Bid/RFP #: 23-430

The undersigned, who is authorized on behalf of the Engineer, 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.

EDA Consulting
720 SW 2ND AVENUE SUITE 300
GAINESVILLE, FL 32601

(

EN DocuSigned by:
By Sergio Reyes
CB39BC50221D48B...
Print: Sergio Reyes
Title: President
Date: 1/7/2024

EXHIBIT 6: TRUTH IN NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, EDA consultants inc. hereby certifies that wage rates and other factual unit costs supporting the compensation for the Engineer and/or engineering services of the Engineer to be provided under this Agreement, concerning the Alachua County Court Civil Court Building are accurate, complete and current as of the time of contracting.

ENGINEER

DocuSigned by:
By Sergio Reyes _____:
CB39BC50221D48B...

Print: Sergio Reyes

Title: President

Date: 1/7/2024

EXHIBIT 7: HOURLY RATES

Staff Type	Hourly Rate
P.E. Principal	\$200.00
P.E. Staff III	\$140.00
P.E. Staff II	\$120.00
P.E. Staff I	\$100.00
AICP, LEED AP Planner	\$150.00
Planner, AICP	\$110.00
Project Manager	\$120.00
Project Accountant	\$110.00
Production Manager	\$100.00
CADD Technician	\$ 80.00
Project Coordinator	\$ 75.00
Engineer in Training (EiT)	\$ 75.00
Staff Assistant	\$ 60.00