

**PROFESSIONAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY &
BENTLEY GROUP, INC. FOR ARCHITECTURE AND ENGINEERING SERVICES (A&E)
SERVICES FOR KINCAID LOOP TRAIL
NO. 14018**

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

WITNESSETH:

WHEREAS, the County publicly issued RFP 23-414-DK seeking qualified professionals to provide Design and permit approximately 3.34 Miles of 10 FT wide multi-use path, and related stormwater improvements, on three corridors, also known as Kincaid Loop; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Professional as top ranked entity in the solicitation process; and

WHEREAS, the Professional is willing to provide certain services to the County; and

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

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

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

Scope. In accordance with the terms and conditions of this Agreement, Professional agrees to provide Design and permit approximately 3.34 Miles of 10 FT wide multi-use path, and related stormwater improvements, on the following three corridors, also known as Kincaid Loop: west side of SE 15th Street from northern Boulware Springs entrance to SE 41st Avenue (Payne’s Prairie entrance); south side of SE 41st Avenue from SE 15th Street (Payne’s Prairie entrance) to SE 27th Street; and east or west side of SE 27th Street from SE 41st Avenue to SE Hawthorne Road, as more particularly described in the Scope of Services attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. Professional acknowledges that time is of the essence completing the Services. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.

2. **Term.** This Agreement is effective on the day the last Party signs it and continues until the work is completed, unless earlier terminated as provided herein.

3. **Qualifications.** By executing this Agreement, Professional makes the following representations to County:

- A. Professional is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to act as a professional and to provide the Services during the term of this Agreement.
- B. Professional will perform the Services with the skill and care which would be exercised by a qualified professional 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, Professional will, at his/her own cost and expense, re-do the Services to correct

the deficiency, and Professional shall be responsible for any and all consequential damages to the County arising from the deficiency.

- C. Professional is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed, or constructed.
- D. Professional 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.

4. **Payment.**

- A. The County will pay and Professional will accept, for the timely and complete performance of the Services described in this Agreement, payment based on the rates or pricing contained in the Payment Schedule attached hereto as **Exhibit "2"** and incorporated herein by this reference. The Parties agree that the amount to be paid to Professional for the Services required will not exceed the sum of Three Hundred Seventy-Seven Thousand, Thirty-Three Dollars and Zero Cents (**\$377,033.00**).
- B. As a condition precedent for any payment, Professional must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Professional's invoice must describe the Services rendered, the date performed [*and the time expended, if billed by hour*], and the person(s) rendering such Services. Professional's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional'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 Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants and subcontractors, will be paid in full. Professional shall submit invoices to the County at the following address, unless otherwise directed by the County:

Public Works
5620 NW 120th Lane
Gainesville, Florida, 32653

- D. The County will make payment to Professional for amounts properly invoiced, as set out below, and in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- E. If the County has reasonable cause to suspect that any representations of Professional relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Professional until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
- F. 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.

G. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Professional 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.** Professional 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. **County Property.** Professional agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Professional or its employees or agents notices or is made aware of on County property, including inside any County owned or used facility. Professional shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements. Should an employee or agent of the Professional suffer injury or damage to its/his/her person or property, the Professional shall notify the County within a reasonable time of the occurrence.

8. **Deliverables.** All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Professional, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Professional represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County’s review of the deliverables in no way diminishes the Professional’s representations pertaining to the deliverables.

9. **Permits.** Professional will obtain, maintain, and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.

10. **Personnel.** Professional will assure that all Professional’s personnel who perform the Services, or perform any part of the Services, are competent, reliable and experienced to perform their assigned task timely and satisfactory. The County reserves the right to terminate this Agreement due to a change in Professional’s personnel. Pursuant to Section 558.0035, Florida Statutes if applicable, and to the extent allowed by law, AN INDIVIDUAL EMPLOYEE OR AGENT OF PROFESSIONAL PERFORMING SERVICES PROVIDED IN THIS AGREEMENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE OF SERVICES.

The Parties acknowledge that Professional may contract or otherwise retain the services of consultants, subcontractor or other professional (collectively, the “Consultants”) to assist it in performing any of its services under this Agreement. Professional agrees, represents and warrants that shall include a provision in its agreements with its Consultants that the Consultants owe a duty to the County regarding the performance of Consultants’ services to Professional, and that the County is an intended third-party beneficiary of said agreement.

11. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed under 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, Professional 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. Professional will require the same of its subcontractors and subconsultants who provide the Services. If applicable,

Professional will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit "4"**. Professional 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 Professional 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 updated, and be applicable, without the 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 Professional, 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.

12. **Default and Termination.**

- A. **Termination for Default:** The failure of Professional to comply with any provision of this Agreement will place Professional in default. If Professional 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 Professional 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 no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing written notice of termination for convenience to the Professional. 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, Professional 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 no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- 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 Professional. 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 no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- D. Upon termination of this Agreement based upon the above, 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 termination, Professional will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Professional in performing this Agreement, whether completed or in draft. In the event of termination, Professional's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Professional 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.

13. **Indemnification.** THE PROFESSIONAL AGREES TO INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, AND EMPLOYEES (COLLECTIVELY “ALACHUA COUNTY”) FROM ANY LIABILITIES, DAMAGES, CLAIMS, DEMANDS, LOSSES AND COSTS, INCLUDING ATTORNEYS’ FEES, BROUGHT AGAINST ALACHUA COUNTY TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE PROFESSIONAL OR PROFESSIONAL’S EMPLOYEES, OFFICERS, AGENTS, OR OTHERS UTILIZED BY PROFESSIONAL IN THE PERFORMANCE OF THE SERVICES TO BE PERFORMED UNDER THIS AGREEMENT, INCLUDING ITS ATTACHED EXHIBITS. This remedy provided to the County is in addition to and not in lieu of any other remedy available under this Agreement or otherwise available under the law. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Professional’s insurance coverage. Professional and County will jointly cooperate with each other in the event of any litigation concerning this Agreement, 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.

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

To Professional:

Bentley Group, Inc.
651 West Warren Avenue, Suite 200
Longwood, Florida 32750
(407) 331-6116
marketing@baeonline.com

To County:

Public Works Department
5620 NW 120th Lane
Gainesville, Florida, 32653
(352)548-1218
jflegert@alachuacounty.us

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

15. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Professional, *when acting on behalf of the County*, shall as required by Florida law:

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

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

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

continue using the good or product, Professional 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. Professional releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Professional to submit to an audit, by any auditor of the County's choosing. Professional shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Professional shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Professional agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Professional to the County, Professional shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Professional's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Professional shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Professional. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Professional whether under this Agreement and any other agreement between Professional and County. If such amounts owed to Professional are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Professional hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Professional. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Professional in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Professional will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Professional 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 Professional is not familiar with laws, ordinances, rules and regulations, Professional remains liable for any violation and all subsequent damages, penalties, or fines.

E. 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.

F. 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 Professional 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.

G. 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.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by Professional in the full performance of the Services referenced in this Agreement.

J. Conflict of Interest. Professional warrants that neither Professional nor any of Professional's

employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional 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 Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional 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 Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Professional 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, Professional 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.

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

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

PROFESSIONAL

DocuSigned by:
By: Brandon Bentley
564EE9FB77AF436...
Print: Brandon Bentley
Title: VP-Roadway
Date: 5/18/2024

DocuSigned by:
By: Brenton Daily
BE44519AB60F4D2...
Print: Brenton Daily
Title: VP Structural Engineering
Date: 5/28/2024

IF THE PROFESSIONAL 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 OR ENTITY. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY

Mary 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

Scope of Services

1. Project Description

Design and permit approximately 3.34 MI of 10 FT wide multi-use path, and related stormwater improvements, on the following three corridors:

- On the west side of SE 15th Street from northern Boulware Springs entrance to SE 41st Avenue (Payne's Prairie entrance)
- On the south side of SE 41st Avenue from SE 15th Street (Payne's Prairie entrance) to SE 27th Street
- On the east or west side of SE 27th Street from SE 41st Avenue to SE Hawthorne Road

See Attachment A - Maps and Photos

2. Consultant Pre-qualification

Provide a professional team consisting of a prime consultant and sub-consultants pre-qualified to perform work in all of the following groups/types per Chapter 14-75 Florida Administrative Code. The prime consultant shall be qualified in each of the bold work groups/types, at a minimum, and each sub-consultant shall be qualified in a minimum of one work group/type. The prime consultant and each sub-consultant shall provide a copy of their current pre-qualification letter with the proposal package to be considered responsive. The prime consultant and each sub-consultant shall maintain their qualifications throughout the duration of the contract.

- Group 3 – Highway Design - Roadways
 - **Type 3.1: Minor Highway Design**
- Group 7: Traffic Operations Design
 - Type 7.1: Signing, Pavement Marking and Channelization
 - Type 7.2: Lighting
- Group 8: Surveying and Mapping
 - Type 8.1: Control Surveying
 - Type 8.2: Design, Right of Way and Construction Surveying
- Group 9: Soil Exploration, Material Testing and Foundation
 - Type 9.1: Soil Exploration
 - Type 9.2: Geotechnical Classification Lab Testing

3. General Requirements

The Consultant selected will provide the following services, including but not limited to:

- All personnel assigned to the work shall be fully qualified and all facilities employed shall be adequate for the work required.
- All services performed by the Consultant shall be executed in cooperation and coordination with the County and in the performance of such services, the Consultant shall:
 - Maintain close liaison and cooperation with the County during performance of the work hereunder to obtain agreement and coordination of the various phases of work contained herein.
 - Attend all meetings and conferences as arranged and required by the County during the progress of the work hereunder to establish design concepts, to review preliminary and final reports, secure agreement upon comprehensive and detailed basis of design, and discuss any other matters relating to the work.
 - Provide the County with written memorandum to confirm and record the understandings and agreements resulting from meetings and conferences.

- Provide the County with a schedule, including starting date and contemplated completion date for the work hereunder, and periodic progress reports. Such schedules and progress reports shall be in such format and detail as the County may require.
- Assist the County by furnishing the necessary design engineering data in the preparation of all documents necessary for any federal, state, or local approvals or permits.

4. Design and Plans Production

Perform surveys/studies as necessary for the design, material determination, and other environmental impacts.

Review and evaluate information obtained from all such surveys/studies.

Evaluate information of conditions to be encountered at the site essential for design and construction purposes and investigate all available information necessary to accurately indicate existing and proposed locations of infrastructure including underground utilities and facilities.

Consult with the County to establish general design criteria and standards for use in the project.

Prepare design development documents consisting of specific design criteria for the project and outline specifications to develop and establish the scope of the project.

Based on the approved design, prepare for incorporation in the contract documents detailed construction drawings and plans, hereinafter called "drawings", to show the work to be performed by the contractor on the project and technical provisions, hereinafter called "specifications." Drawings will be submitted for review and approval at the thirty percent (30%) stage. Drawings and statement of probable construction costs and supporting documents will be submitted for review and approval by the County at the sixty percent (60%), ninety percent (90%), and one hundred percent (100%) completion stages. Specifications will be required at the one hundred percent (100%) stage. Any changes, refinements, or modifications that may be required after each review shall be completed prior to proceeding further. A proposed complete and final draft of the contract documents shall be prepared by the Consultant and submitted to the County for its approval.

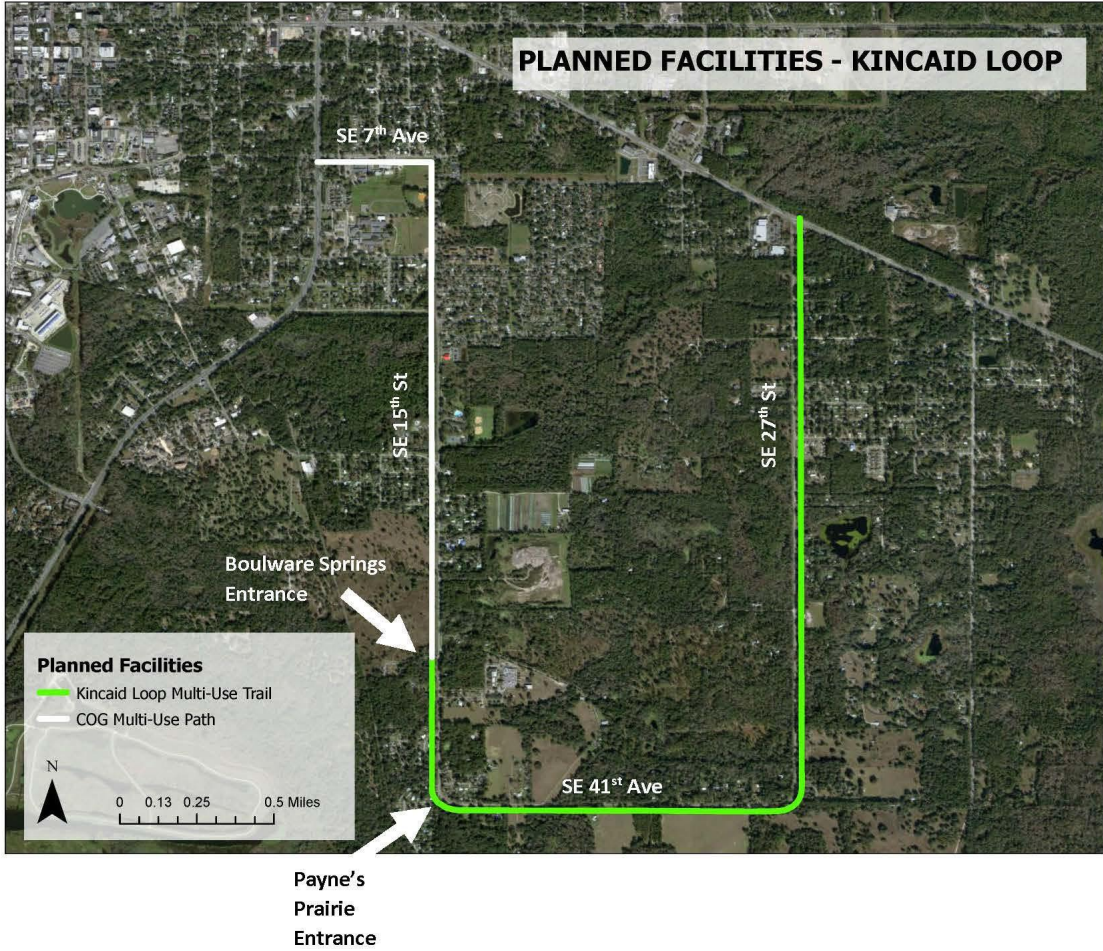
Prepare engineering data and required engineering documents in order to secure, with the assistance of the County, approval and/or permits required by governmental authorities that have jurisdiction over design criteria applicable to the project.

Support public involvement activities including but not limited to the preparation of maps, drawings, exhibits, etc.

5. Permitting

The Consultant shall perform all permitting services, specifically including, but not limited to the following:

- Commence permitting services as soon as practicable during the design phase until all conditions of permit issuance have been completed and the regulatory agencies exerting jurisdiction are duly notified.
- Take all steps necessary to expedite permit processing to assure required permits will be approved and issued prior to commencement of construction operations.
- Take all steps necessary, including the preparation of reports, plans, specifications, and other supporting documentation required and/or pertaining to applications for the project to secure application, issuance, and approval of all permits required from federal, state, and local agencies.



FIELD PHOTOS

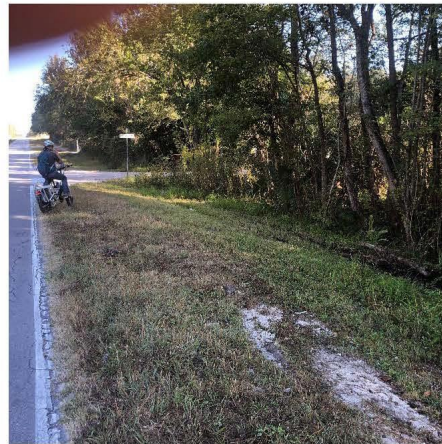


















Exhibit 2: Payment Schedule



PROPOSAL LETTER

March 5, 2024

James Flegert, PE
Contracts and Design Manager
5620 NW 120th Lane
Gainesville, FL

SENT VIA: Email

Re: Alachua County – RFP 23-414-DK, Architecture and Engineering Services (A&E) Services for Kincaid Loop Trail
Bentley Group Project No.: 2023.039.1

Dear James,

We appreciate the opportunity to submit this proposal for professional services for the above-referenced project. The scope of work will include Professional Engineering Design Services for the Kincaid Loop Trail.

The scope of services under this agreement is described below and in the attached proposals.

A. Project Management

1. Contract Maintenance based on 18-month schedule.

- B. Plans and Construction Documents Construction plans and plan specifications will be prepared for submittal to Alachua County at the 30%, 90% and bid ready plan stages. The 90% plans will be considered 100% plans less final review comments and any comments issued by Alachua County. Once 90% comments have been addressed and verified in the plans, the plans will be provided to Alachua County. Plans will be prepared on 11 x 17 plan sheets. The plans are anticipated to include the following:

a. Roadway

1. Horizontal and Vertical design of 3.32 Miles of new trail alignment.
2. Develop Quantities and Cost Estimate at 90% and Final submittal.
3. Multi-Use Path Alignment Analysis on SE 27th Street.
4. Key Sheet, Typical Sections and Details, Project Layout, Detail Sheet
5. 30 (11x17) Plan Sheets assumed for trail layout
6. 30 (11x17) Profile sheets for trail profile.
7. Critical Cross Sections
8. Utility adjustment identified on plan sheets and coordination with UAO's.

S&PM

1. All signing and pavement markings will be included on roadway plan sheets.

Drainage

1. Ditch and Drainage Structure analysis and plans to accommodate new trail.



PROPOSAL LETTER

- Environmental (See Proposal Attached)
- Survey (See Proposal Attached)
- Landscape (See Proposal Attached)
- Public Involvement (See Proposal Attached)
- Lighting (See Proposal Attached)

C. Deliverables

- a. Multi-Use Path Alignment Analysis on SE 27th Street
- b. Electronic submittal of 30% and 90% plans for Client review
- c. Electronic bid documents electronically signed and sealed.
- d. Electronic submittal of cost estimates
- e. Design Documentation and CADD files.

D. Compensation

The total compensation for this Task Assignment is as follows:
Basic Services – Kincaid Loop Trail: Amount of **\$377,033.00**

Breakdown per Consultant

Bentley Group Inc. (Roadway, S&PM, Drainage, UC)	= \$200,076.00 (Lump Sum)
CHW (Landscape)	= \$34,000.00 (Lump Sum)
CHW (Survey)	= \$57,500.00 (Lump Sum)
Quest (Public Involvement)	= \$41,140.00 (Lump Sum)
RES (Environmental)	= \$19,317.00 (Lump Sum)
Element (Lighting)	= \$25,000.00 (Lump Sum)



PROPOSAL LETTER

Additional services shall be provided upon written request by Alachua County and will be billed at the following rates:

Chief Engineer 2	\$245.08/hr.	Project Manager	\$195.27/hr.
Chief Engineer 1	\$260.36/hr.	Senior Engineer 1	\$244.45/hr.
Engineer 2	\$184.79/hr.	Engineer 1	\$157.52/hr.
Engineering Intern	\$108.83/hr.	Sr. Engineering Technician	\$ 98.36/hr.
Engineering Technician	\$107.40/hr.		

E. Basic Services Schedule

Following Notice To Proceed (NTP), a design schedule will be submitted and coordinated with Alachua County and be based on a 24-month overall schedule with a 30%, 60%, 90% and Final Submittals.

If this proposal meets with your approval, please sign and send back this proposal letter. We will await a specific task authorization to begin work. If you have any questions, please do not hesitate to contact our office.

Sincerely,

Bentley Group, Inc.

Alachua County Public Works

Brandon Bentley, PE
Vice President of Roadway



November 1, 2023
 Revised March 4, 2024

Brian Kennedy, PE
 Bentley Group, Inc.
 651 West Warren Avenue, Suite 200
 Longwood, FL 32750
 (407) 331-6116

Re: Proposal for Professional Landscape Architecture Services for Kincaid Loop Trail

Dear Brian:

CHW (Consultant) appreciates the opportunity to provide professional consulting services to Bentley Architects (Client) for the Alachua County AE Services for Kincaid Loop Trail project site.

The project site is located in Alachua County and begins near the entrance to Boulware Springs on SE 15th Street, continuing on SE 41st Avenue to SE 27th Street and ends at the intersection of SE 27th Street and SW Hawthorne Road (SR 20). Alachua County desires to install a 10-foot wide (8-foot minimum) paved trail adjacent to these roadways.

CHW will provide the following scope of services:

A. Landscape Architecture Services

During this phase of the project CHW will provide the following professional services:

1. Perform a field inventory to observe existing trees and potential impacts to these trees;
2. Coordinate and conduct a Field Review Meeting with the Alachua County Forester/Landscaping Inspector;
3. Coordinate tree impact and preservation strategies with the Client;
4. Prepare the following plan deliverables:
 - a) Tree Disposition Table and Tree Disposition Plan;
 - b) Selective Clearing and Grubbing Plan; and
 - c) Landscape Plan and Specifications.

SUMMARY OF FEES

Item	Description	Amount
A.	Landscape Architecture Services	\$ 34,000.00

Reimbursement of all printing, postage and overnight deliveries will be at 115% of actual costs. Invoices will be submitted on a periodic basis based upon the percentage of services completed to date.

This proposal represents our best effort to provide complete professional representation of your development interest and provide a professionally administered development program and our fee structure is prepared accordingly. If unforeseen public opposition, community disinterest, or legal

Beyond Engineering

Florida Region





challenges arise, legal representation may be required on your part. We will inform you accordingly. In addition, our fees may be adjusted as needed, based on our standard hourly rates to compensate for additional professional representation through the process should any of the above arise.

We trust this proposal meets with your acceptance and approval. If so, please sign and return the enclosed Standard Agreement and retain a copy for your file. The Scope of Services and Fees outlined in this proposal are valid for 60 days from this date. If the Standard Agreement is not fully executed within that time, we will need to provide you with an updated proposal and agreement.

Should you have any questions, please feel free to contact me at (352) 331-1976 or ejb3@chw-inc.com. We look forward to working with you on this project.

Sincerely,
CHW



E.J. Bolduc, III
Vice-President

N:\2023\23-0691\Admin & Information\02_Proposal & Contracts\Client\Drafts\PROP 240304 Kincaid Loop Trail Landscape + Tree Mitigation.docx



February 5, 2024

Brian Kennedy, PE / Roadway Engineer, Principal
Bentley Group, Inc.
651 West Warren Avenue, Suite 200
Longwood, FL 32750

RE: Kincaid Loop Trail – Topographic Survey
Alachua County, Florida

Dear Brian:

The you for considering CHW for professional land surveying services. We submit this proposal pursuant to your request for CHW to perform a Right-of-way/Topographic Survey to assist with the design & construction of the Kincaid Loop Trail from Boulware Springs Park to the Alachua county Sheriff's office.

The project site is located in Alachua County and begins near the entrance to Boulware Springs on SE 15th Street, continuing on SE 41st Avenue to SE 27th Street and ends at the intersection of SE 27th Street and SW Hawthorne Road (SR 20). Alachua County desires to install a 10-foot wide (8-foot minimum) paved trail adjacent to these roadways.

CHW will provide a topographic survey to meet the requirements as follows:

1. Topographic Survey:

- a. The survey shall meet Standards of Practice requirements as outlined in 5J-17, Florida Administrative Code.
- b. Locate all necessary boundary information, property corners, R/W monuments, and a tie to an identifiable land boundary corner, the Section, Township, and Range, and County and basis of bearings.
- c. Map coordinates to be relative to the Florida State Plane System, Florida North Zone.
- d. Vertical Datum to be relative to NAVD 1988 datum
- e. Survey limits will include from the edge of pavement to the West R/W of SE 15th St, South R/W of SE 41st Ave, the East R/W of SE 27th St, shall extend 5' beyond the right-of-ways.
- f. Survey limits shall include no less than 50 ft of any intersecting/side streets/roads/alleyways/etc. beyond the project roadway right-of-way.
- g. All control points used for the topographic survey shall be checked with a closed level loop with error of misclosure not to exceed +/- 0.05 ft. times the square root of the distance in miles.
- h. Establish Primary control at the beginning and end of project, and every mile in between.
- i. Establish Secondary project control at min. 1000 foot intervals.
- j. Contours at 1 foot intervals; error shall not exceed one-half contour interval. Spot elevations on all impervious surfaces.
- k. Location and description of structures, above ground, man-made (i.e. paved/concrete areas/guardrail/barrier walls/mailboxes/etc.) and natural features; all ground-floor elevations and elevations at each entrance of buildings on the property.
- l. Location, description, size, type (sign number) of all signage. Drawing information example: 24" Stop Sign, R1-1.
- m. Location, description and orientation of all Pavement Markings, Messages, Crosswalks, Gores, Arrows, etc.



11801 Research Drive, Alachua, Florida 32615
(352) 331-1976

www.chw-inc.com

- n. Location & description of all visible improvements and utility structures.
- o. Location, description, size, type (RCP, CMP, etc.), and inverts of flow line of each storm water drainage structure, inlet, or culvert along with type and dimensions of any existing headwalls, mitered end sections, etc.
- p. Location of tree lines, clustered vegetation and all trees 8" or larger within the right-of-way limits and give species in common name (or minimum regulatory agency standard).
- q. Deliver final database in Open Road Designer (ORD) format.

Note: This fee proposal does not include the designation or excavation of underground utilities. During the design phase, should the team identify areas where utilities need to be excavated, we will provide a separate proposal for the service.

SUMMARY OF FEES

Item	Description	Amount
1.	Topographic Survey	\$ 57,500.00

We trust this proposal meets with your acceptance and approval. If so, please sign and return the enclosed Standard Agreement and retain a copy for your file. The Scope of Services and Fees outlined in this proposal are valid for 60 days from this date. If the Standard Agreement is not fully executed within that time, we will need to provide you with an updated proposal and agreement.

Should you have any questions, please feel free to contact me at (352) 331-1976 or aaronh@chw-inc.com. We look forward to working with you on this project.

Sincerely,
CHW



Aaron H. Hickman, PSM
Vice President

H:\Proposals-ALTA Standards\Bentley_Kincaid Loop Trail_Topo Route Survey_240205.docx

A & E Services Kincaid Loop Trail Proposal_Quest_Public Engagement

Activity	Classification	Hours	Billing Rate	Total
Task 1.0 - Project Management and Meetings				
Project Management and Meetings	SR COS	96	\$120	\$11,520
			GRAND SUBTOTAL TASK 1	\$11,520
Task 2 - Community Awareness Plan				
Development and updates ongoing through conclusion of contract. To be developed in collaboration with Bentley and Alachua County. CAP also includes developing a stakeholder list/database.	SR COS	30	\$120	\$3,600
			SUBTOTAL TASK 2	\$3,600
Task 3 - Public Meetings				
Identify and Secure Locations, Develop Report Hybrid Public Meeting Staffing (up to 2 meetings) includes pre-construction open house and virtual practices. Anticipate meetings at 30% design, 90% design and a pre-construction open house.	SR COS	24	\$120	\$2,880
	SR COS (2)	36	\$120	\$4,320
	IT Support (1)	0	\$95	\$0
Developing printed and electronic presentation materials includes 2 updates, handout up to 4 pages and 2 updates, sign in sheets, comment forms/cards	Graphic Designer	40	\$95	\$3,800
Copy writing for above meeting materials	SR COS	22	\$120	\$2,640
Draft meeting summaries (up to 2)	SR COS	14	\$120	\$1,680
Develop Website/Social Media Content	SR COS	0	\$120	\$0
			SUBTOTAL TASK 3	\$15,320
Task 4 Neighborhood Distributions				
up to 2 for meeting notifications and project flyer	SR COS (2)	22	\$120	\$2,640
Develop project flyer, includes one update	Graphic Designer	12	\$95	\$1,140
Copy writing for above meeting materials	SR COS	6	\$120	\$720
			SUBTOTAL TASK 4	\$4,500
Task 5 Project Information Card for Staff				
Develop project information card 3 x 5	Graphic Designer	8	\$95	\$760
	SR COS	4	\$120	\$480
			SUBTOTAL TASK 5	\$1,240
Task 6 Driveway Modification Letters				
Content development	SR COS	8	\$120	\$960
			GRAND SUBTOTAL TASKS 1 - 6	\$37,140
Print Costs TBD - anticipated for mailing meeting invites and driveway modification letters, meeting handouts			ESTIMATED EXPENSES	\$4,000
			GRAND TOTAL	\$41,140

Quest Classifications

Senior Community Outreach Specialist (COS)
 Community Outreach Specialist (COS)
 Graphic Designer/Virtual/IT Support
 GIS Specialist

Hourly Billing Rate

\$120
 \$100
 \$95
 \$95



116 E Indiana Avenue
DeLand, FL 32724

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

SCOPE OF SERVICES

PROJECT: Kincaid Loop Trail
County: Alachua
RES Project Number: 109301

PURPOSE

Alachua County will be constructing a recreational trail and sidewalk improvements for the Kincaid Loop. RES will provide wildlife analysis, wetland and surface water analysis and environmental resource permitting in support of the construction of the project.

SCOPE OF SERVICES

RES Florida Consulting, LLC d/b/a E Sciences (RES) will provide the following tasks for the project:

Task 1. Protected Species Survey

RES will conduct a general wildlife survey of the project to include at least 15% coverage of all suitable upland habitats capable of supporting gopher tortoises.

Task 2. Wetlands and Surface Waters Survey

RES will conduct a wetland and surface water survey of the project area to identify areas jurisdictional to the SJRWMD and USACE.

Task 3. Biological Summary Report/ERP

RES will prepare a written assessment of the findings of the protected species survey and wetlands and surface waters survey. An application to the SJRWMD and USACE will be prepared for proposed wetland impacts.

Task 4. Team Meetings

RES will attend up to four design team meetings and/or client meetings.

PROPOSED FEE \$19,317.00

WORK PRODUCT

RES will prepare a written assessment of the findings of the protected species survey and wetland and surface water survey. A Biological Summary Report and permit applications for the SJRWMD and USACE will be provided.

SCHEDULE

Work will commence upon issuance of the signed Task Authorization.

res.us



March 4, 2024

Mr. Brian Kennedy, PE
Roadway Engineer / Principal
651 W Warren Ave STE 200
Longwood, FL 32750

Re: 23-414-DK Architecture and Engineering Services (A&E) for Kincaid Loop Trail
Alachua County, Florida

Dear Mr. Kennedy:

ELEMENT Engineering Group, LLC (ELEMENT) is pleased to submit this fee estimate to provide professional Lighting Design services for the Kincaid Loop Trail project in Alachua County, Florida. **Figure 1** shows the approximate limits of the proposed trail, also described as beginning at the intersection of SE 15th Street and SE 32nd Place, south along the west side of SE 15th Street to the curve transitioning west along the south side of SE 41st Avenue to the curve transitioning north along the east side of SE 27th Street ending at the SR 20 (SE Hawthorne Road) intersection.

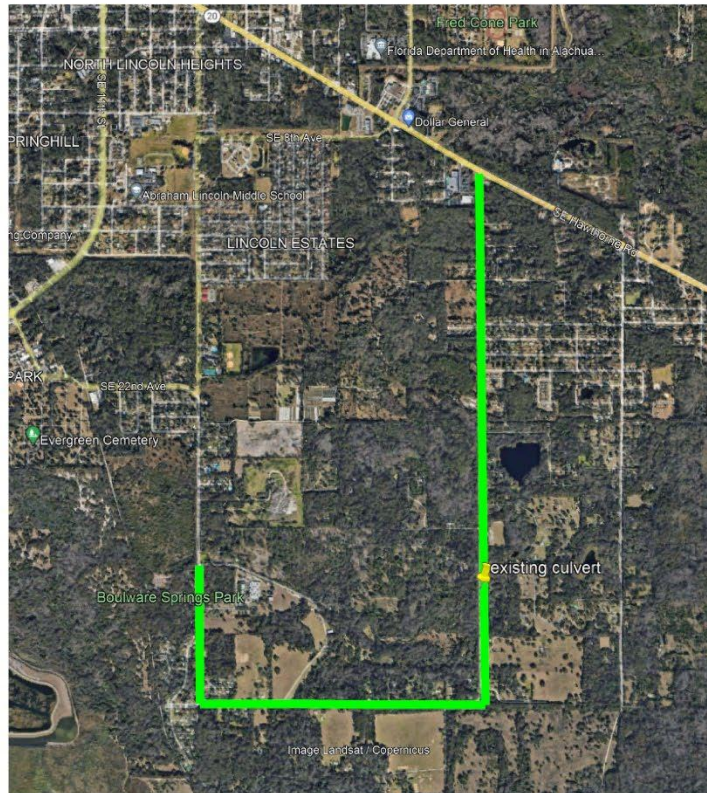


Figure 1

P. 813.386.2101 | F. 813.386.2106 | 1713 E. 9th AVENUE | TAMPA, FL 33605 | ELEMENTEG.COM

23-414-DK Architecture and Engineering Services (A&E) and for Kincaid Loop Trail
Alachua County, Florida
Page 2

SCOPE OF SERVICES

ELEMENT shall perform the tasks outlined below in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and design memoranda at the time of proposal. Work for all task items is listed below and based on the project limits shown in green in **Figure 1**.

Lighting Tasks

The lighting design will include the engineering design and analysis of two proposed mid-block crossings' and the curve transitioning SE 15th Street to SE 41st Avenue lighting levels following the criteria outlined in FDOT Design Manual (FDM) Chapter 231: Midblock Crosswalk Lighting. The design and layout of the proposed lighting infrastructure will comply with the National Electrical Code (NEC) and the requirements of all other applicable sections of the FDM, including structural support requirements, lateral offset standards, photometric software analysis following the vertical illuminance method for nighttime light level, standard design methodology, documentation memo, and Lighting Plans production requirements.

The lighting scope of services is the complete lighting analysis, design, and plan production. A report of the proposed pay items and quantities will be provided at each submittal phase, along with an estimated construction cost.

ELEMENT will coordinate local preferences with the maintaining agency, Alachua County, to simplify future maintenance, such as the preferred type of light poles and luminaire fixtures. Additionally, continuous coordination with the existing underground and overhead utilities near proposed light poles throughout the design phase for conflict avoidance or resolution and provisioning of power service at each location.

FEE SUMMARY:

The fee for the above-outlined scope of services total fee of **\$25,000.00**

ASSUMPTIONS AND EXCLUSIONS:

All digital plans production will use the Bentley CADD Platform - OpenRoads Designer software. Lighting photometric analysis will use Acuity Brands Visual Lighting 2020 R2.

We appreciate the opportunity to submit this fee estimate and look forward to providing you with these services.

Sincerely,
ELEMENT Engineering Group, LLC



Vicken Serpekian, PE, PTOE
Traffic Design Team Lead

cc: Derek Gil, PE
Matt Weaver, PE, RSP₂₁

Exhibit 3: Insurance Requirements

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

Contractor shall procure and maintain for the duration of the contract 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 contractor, his agents, representatives, employees or subcontractors.

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. **CYBER LIABILITY COVERAGE (when applicable)**

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

VI. **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 Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

1. The Contractor'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 Contractor's insurance and shall be non-contributory.

B. All Coverages

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

II. **SUBCONTRACTORS**

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

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

Exhibit 3-A: Certificate of Insurance



BENTARC-01

KSMITH7

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/16/2024

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 1560 Orange Avenue Suite 750 Winter Park, FL 32789	CONTACT NAME: PHONE (A/C, No, Ext): (407) 644-8689 FAX (A/C, No): (407) 644-9934 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Bentley Group Inc d/b/a Bentley Architects & Engineers, Inc. 651 W. Warren Ave, Suite 200 Longwood, FL 32750	INSURER A: Sentinel Insurance Company, Ltd. 11000 INSURER B : INSURER C : 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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	21SBAVL1758	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/POP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			21SBAVL1758	7/1/2023	7/1/2024	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 checked="" type="checkbox"/> RETENTION \$ 10,000			21SBAVL1758	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: RFP 23-414-DK-Kincaid Loop Trail 2023.039.14 - Alachua County Board of County Commissioners, its officials, employees and volunteers are listed as additional insured with respect to general liability as required by written contract. Primary and Non-Contributory applies

CERTIFICATE HOLDER Alachua County Public Works Department 5620 NW 120th Lane Gainesville, FL 32653	CANCELLATION 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
---	--

Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

Contact Title: Architecture and Engineering Services (A&E) Services for Kincaid Loop Trail

Contract No.: 14018

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

Bentley Group, Inc.
651 West Warren Avenue, Suite 200
Longwood, FL 32750
(407) 331-6116
marketing@baeonline.com

PROFESSIONAL

By: DocuSigned by:
Brandon Bentley
5C4EEDFB77AF436... DocuSigned by:
Brenton Daily
BE44519AB00F4D2...

Print: Brandon Bentley Brenton Daily

Title: VP-Roadway VP Structural Engineering

Date: 5/18/2024 5/28/2024

Certificate Of Completion

Envelope Id: DB7E0686449C4AE38DA679713B1F675F	Status: Completed
Subject: Complete with DocuSign: #14018 - A&E Services for Kincaid Loop Trail with Alachua County	
Source Envelope:	
Document Pages: 40	Signatures: 5
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michelle Guidry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	mguidry@alachuacounty.us
	IP Address: 149.19.43.13

Record Tracking

Status: Original	Holder: Michelle Guidry	Location: DocuSign
5/16/2024 2:09:44 PM	mguidry@alachuacounty.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

Signer Events

Brandon Bentley
 bbentley@bentleygroupinc.com
 VP-Roadway
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:


 5C4EEDFB77AF436...
 Signature Adoption: Pre-selected Style
 Using IP Address: 75.200.185.201

Timestamp

Sent: 5/16/2024 2:20:17 PM
 Viewed: 5/16/2024 3:12:48 PM
 Signed: 5/18/2024 8:47:14 PM

Electronic Record and Signature Disclosure:
 Accepted: 5/16/2024 3:12:48 PM
 ID: 34ef0a1a-765b-483a-a035-d024ef8414cd


Brenton Daily
 bdaily@bentleygroupinc.com
 VP Structural Engineering
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 BE44519AB60F4D2...
 Signature Adoption: Pre-selected Style
 Using IP Address: 4.38.116.202

Sent: 5/18/2024 8:47:16 PM
 Resent: 5/28/2024 10:19:55 AM
 Viewed: 5/28/2024 11:20:03 AM
 Signed: 5/28/2024 11:21:14 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/28/2024 11:20:03 AM
 ID: 482f0d46-cd33-475a-a18b-fe41a9fa76fb

Sandy LaHendro
 slahendro@bentleygroupinc.com
 Bentley Group, Inc
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 5EA5BE7B83274F4...
 Signature Adoption: Pre-selected Style
 Using IP Address: 4.38.116.202

Sent: 5/28/2024 11:21:18 AM
 Viewed: 5/28/2024 11:22:08 AM
 Signed: 5/29/2024 9:31:45 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/28/2024 11:22:08 AM
 ID: 38ea19da-da63-4493-8948-f5b6c62dcd66

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Thomas (Jon) Rouse trouse@alachuacounty.us Contracts Supervisor Alachua County Board of County Commissioners Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/29/2024 9:31:48 AM
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Barbara Fair bafair@alachuacounty.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/29/2024 9:31:48 AM Viewed: 5/29/2024 2:18:05 PM
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Carolyn Miller crmiller@alachuacounty.us Procurement Specialist Procurement Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/29/2024 9:31:49 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/16/2024 2:20:17 PM
Envelope Updated	Security Checked	5/16/2024 3:31:50 PM
Envelope Updated	Security Checked	5/16/2024 3:31:50 PM
Envelope Updated	Security Checked	5/16/2024 3:31:50 PM
Certified Delivered	Security Checked	5/28/2024 11:22:08 AM
Signing Complete	Security Checked	5/29/2024 9:31:45 AM
Completed	Security Checked	5/29/2024 9:31:49 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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