

**AGREEMENT FOR PROFESSIONAL SERVICES FOR ANNUAL PROFESSIONAL  
GEOTECHNICAL ENGINEERING & TESTING SERVICES  
WITH UNIVERSAL ENGINEERING SCIENCES, LLC  
NO. 14211 [CCNA]**

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 Universal Engineering Sciences, LLC, a Florida limited liability corporation which is authorized to do business in the State of Florida (“Professional”), who are collectively referred to as the “Parties”, for professional services.

**WITNESSETH:**

**WHEREAS**, the County publicly issued a Request for Proposals (RFP 24-149) seeking to hire qualified professionals to provide geotechnical engineering and testing services for Alachua County; and

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

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

**WHEREAS**, the Professional is qualified and is willing to provide the County with the work and professional services, on as-needed basis, as set forth herein; and

**WHEREAS**, the County desires to engage Professional to provide the professional 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.
2. **Scope.** In accordance with the terms and conditions of this Agreement, County engages Professional, and the Professional agrees to provide professional Geotechnical Engineering and Testing Services for Alachua County 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. This Agreement is a continuing contract, in accordance with CCNA, in that the Professional will provide the Services to the County for individual projects through a work/task order process as more particularly stated in Exhibit “1” attached hereto (“Project”). Professional acknowledges that time is of the essence completing the Services and completing the Projects. 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.
3. **Term.** This Agreement is effective on the day the last Party signs it (“effective date”) and continues until 9/30/2026, or until this Agreement is earlier terminated as provided herein. This Agreement may be amended at the option of the County for one additional two-year term at the same terms and conditions outlined herein. If, during any subsequent renewal period the County elects to exercise the option to renew the contract, the contract rates may be adjusted by an amount equal to the United States Bureau of Labor Statistics latest twelve-month average Consumer Price Index, CPI-W. The Professional may choose not to renew this Agreement if the Professional provides the County with written notice at least 90 calendar days prior to the end of the County’s fiscal year (October 1) for each term renewal.
4. **Qualifications and Representations.** By executing this Agreement, Professional makes the

following representations to County and agrees to the following:

- A. Professional is qualified and has the skill, knowledge and expertise to provide the Services. Professional 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. 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/its 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 specifications and will become familiar with the conditions of the site(s) and location(s) of the Project.
- D. Professional 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 Professional's warranty pertaining to the deliverables.
- E. Professional 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.
- F. 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.
- G. Professional will take precautions to prevent injury to its employees, including County employees, and prevent loss to the County property, and will comply with all ordinances, rules, standards, and codes, including those regarding safety.

**5. Payments.**

- A. For the timely and complete performance of the Services described in this Agreement, the County agrees to pay and Professional will accept, an amount not to exceed the sum of **One Million, Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00)** per fiscal year, arrived at utilizing the rates contained in the Payment Schedule and Rates, attached hereto as **Exhibit "2"** and incorporated herein by this reference, for actual hours performing the Services. Other than the rates and fees listed in Exhibit "2" Professional shall not be entitled to payment for any other expenses, fees, or costs that may incur at any time and in connection with its/her/his performance hereunder. For the purposes of this Agreement a fiscal year is defined as October 1<sup>st</sup> to September 30<sup>th</sup>.
- B. As a condition precedent for any payment, Professional shall submit monthly invoices to the County, on or about the same day each month, requesting payment for Services properly rendered and expenses due. Professional shall submit invoices to the County at the following address, unless otherwise directed by the County:

Alachua County Public Works Department  
Attn: Public Works Manager  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601  
[jflegert@alachuacounty.us](mailto:jflegert@alachuacounty.us)
- C. Professional's invoice must describe the Services rendered, the date performed 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. 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.

- 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. In the event that the County becomes credibility informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sum then, or in the future, otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.
- F. Prior to the submission of requests for final payment, the County representative and the Professional 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 and 2) Inventory of transmittals;. In the event this section conflicts with a section of the Scope of Services or Project Deliverables on close-out, those sections 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, 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. Deliverables and Construction Documents.**

- A. Any and all Project Deliverables required by this Agreement to be prepared by Professional, 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. Professional represents that the Project Deliverables and Construction Documents 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 and Construction Documents in no way diminishes the Professional's representations pertaining to the deliverables. All final

plans and documents that are required by Florida Law to be endorsed and are prepared by Professional in connection with the Services shall bear the endorsement of a person in the full employment of the Professional or duly retained by Professional 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 Construction Documents, solely and exclusively for use in performing services or construction for this Project.
8. **Permits.** Professional 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. The costs to obtain and maintain professional certifications or licenses regulated by federal, state, or local government, necessary to complete the Services, shall be the responsibility of the Professional. The costs necessary to obtain permits to complete the Services shall be reimbursable to the Professional by 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. Professional 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 Professional from any of its Services or obligations hereunder.
10. **Personnel.** Professional will secure at its own expense all necessary personnel to perform the Services. Such personnel shall not be employees of the County. 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.

If applicable, pursuant to Section 558.0035, Florida Statutes 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 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 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
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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 date 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 date 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 date 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, 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

Professional 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 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 for Services done up to 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:

Universal Engineering Sciences, LLC  
4205 Vineland Road, Suite L1  
Orlando, FL 32811  
[janthony@universalengineering.com](mailto:janthony@universalengineering.com)

To County:

Alachua County Public Works Dept.  
Attn: Public Works Manager  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601  
[jflegert@alachuacounty.us](mailto:jflegert@alachuacounty.us)

cc: With a copy electronically sent to:

Alachua County Procurement,  
Attn: Contracts  
[acpur@alachuacounty.us](mailto:acpur@alachuacounty.us)  
Clerk of Court,  
Attn Finance & Accounting  
[dmw@alachuacounty.org](mailto:dmw@alachuacounty.org)



**15. Other Services.** Upon request of the County, the Professional shall testify in any legal proceeding or deposition, concerning the design and construction of the Project, and shall make available to the County any personnel or consultants employed or retained by the Professional for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or actions relating to, or arising out of, the design or construction of the Project at an hourly rate based on the schedule attached in Exhibit "2". Also at the request the County, the Professional agrees to provide additional services as may not be clearly set forth in the Construction Documents, such as: all appropriate and advisable project testing requirements including, without limitation, geotechnical, Hazardous Substance, structural, chemical, electrical or mechanical tests and investigations and construction materials testing, and prepare scopes of work, including preliminary testing parameters for geotechnical work, soil borings and load tests for soil bearing capacity, to assist the County in securing all necessary project testing and evaluate such test results, and assist in implement design energy and environmental designs or obtaining energy efficient certifications.

**16. Standard Clauses.**

- A. **Public Records.** In accordance with §119.0701, Florida Statutes, Professional, *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 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 Service. 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](mailto:publicrecordsrequest@alachuacounty.us) OR (352) 264-6906 OR 12 SE 1<sup>ST</sup> 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. 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.
- D. Right to Audit. 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, Contractor 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 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.

- 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 or any person who is not a party to this Agreement.
- 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 and its employees in the full performance of the Services referenced in this Agreement. The Professional does not have the power or authority to bind the County in any promise, agreement or representation.
- J. E-Verify. Professional shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Professional during the term of the Agreement. Professional shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.
- K. 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.
- L. 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 terminate 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

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

**PROFESSIONAL**

By: RICK G. KUSHNER  
791050E13C99413...

Print: RICK G. KUSHNER

Title: President, North FL

Date: 5/7/2024

**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. 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

# Scope of Services

### 1. Purpose

The purpose of this Agreement is to provide Professional Geotechnical Engineering and Testing Services on an as-needed basis.

The annual services contract will not guarantee the successful consultant(s) a specified dollar value of work or limit the County's right to seek proposals and award other Professional Geotechnical Engineering and Testing Services to firm(s) other than the selected consultant(s) for this annual services contract approved by the procurement manager.

### 2. Work Background

All work shall be performed under the direction and supervision of a Professional Engineer licensed in the State of Florida.

The County shall advise the provider of the need for services and shall furnish details of the project for which services are being solicited. The Provider shall consult with the County on the requirements of the project and using sound judgment make recommendations for a proposed scope of work.

The County reserves the right to make multiple awards from this solicitation and/or utilize other providers for Professional Geotechnical Engineering and Testing Services.

### 3. General Requirements

Contracts awarded under this RFP are defined as continuing services agreements where performance of the scope is for an undefined number of projects. Task work orders for detailed project scope of services shall be issued as needed. Task work orders shall only be issued for projects where the estimated construction cost for each individual project or the costs of each individual study does not exceed limits as defined in 287.055 F.S. (Florida's "Consultants' Competitive Negotiation Act").

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 discuss any matters relating to the work.
- Provide the County with written memorandum or documentation necessary to confirm and record the understandings and agreements resulting from meetings and conferences.
- Assist the County by preparing and furnishing the documents necessary to satisfy any federal, state, or local requirements

Respondents wishing to be considered should be able to demonstrate experience in the competent production of engineered plans and related design studies that conform to acceptable design standards. The intent is to ensure that a proper level of professional involvement is available for the responsible, expeditious, and accurate completion of projects and civil engineering studies with minimal participation

by County personnel.

The work may include new roadway design and/or studies for roadway projects, preparation of engineering documents, and design procedures, repair, resurfacing, and rehabilitation projects, construction engineering inspection and testing services, site design for County facilities as well as associated activities. Such activities may include new roadway design for arterial and collector roads, signalization, intersection improvements, the design of drainage systems, maintenance of traffic plans, FDOT permits, environmental permits, and other appurtenances.

The County will issue a Work Order/Task Assignment for each project based on the provisions of the contract entered into with selected respondent(s).

The provisions contained in this section are intended to be cooperative with, to supplement or to modify Instructions to Bidders, Terms and Conditions. In case of any conflict with such sections, the intent of any kind and all Technical Specifications shall govern.

#### 4. Scope of Services

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

- Geotechnical investigations/studies, evaluations, and design recommendations.
- Materials testing to include soils, aggregates, concrete, asphaltic concrete, structural and reinforcing steel, and various constituents thereof.
- Mix designs and inspections of production and placement of concrete and asphaltic concrete.

**Exhibit 2: Payment Schedule and Rates**

<b>EXHIBIT I UNIVERSAL ENGINEERING SCIENCES Gainesville Branch Office 2024-2025 Fee Schedule</b>		
<b>GEOTECHNICAL AND CONSTRUCTION MATERIALS TESTING SERVICES</b>		
<b>PROFESSIONAL AND TECHNICAL SERVICES</b>		
<b>Engineering/ Environmental Services</b>		
Principal Engineer, P.E./Principal Geologist, P.G.	\$185.00	per hour
Senior Engineer, P.E./Senior Geologist, P.G./Senior Scientist	\$128.00	per hour
Project Engineer/Manager/Scientist	\$100.00	per hour
Staff Engineer/Scientist	\$85.00	per hour
Environmental Technician	\$80.00	per hour
Asphalt Plant Inspector	\$96.00	per hour
Senior Engineering Technician	\$74.00	per hour
Engineering Technician	\$64.00	per hour
<b>Support Services</b>		
CADD Operator	\$64.00	per hour
Technical Secretary	\$53.00	per hour
<b>DRILLING SERVICES</b>		
Mobilization/Demobilization - Drill Rig & Crew	\$525.00	lump sum
Standard Penetration Test Borings (ASTM D-1586), Truck Rig		
0 - 50 foot depth interval	\$16.00	per foot
51 - 100 foot depth interval	\$18.00	per foot
101 - 150 foot depth interval	\$21.00	per foot
Mobilization/Demobilization – Mud Bug Rig & Crew		
\$625.00		lump sum
Standard Penetration Test Borings (ASTM D-1586), Mud Bug Rig		
0 - 50 foot depth interval	\$16.00	per foot
51 - 100 foot depth interval	\$18.00	per foot
101 - 150 foot depth interval	\$21.00	per foot
Difficult Access and Moving Mud Bug Rig between Borings	\$200.00	per hour
Grouting SPT Boreholes	\$6.75	per foot
Installation of Temporary Steel Casing (0 to 100 feet)	\$9.00	per foot
Undisturbed Thin-Walled Tube Sampling	\$140.00	per tube

**EXHIBIT I  
UNIVERSAL ENGINEERING SCIENCES  
Gainesville Branch Office  
2024-2025 Fee Schedule**

Auger Boring	\$13.00	per foot
Manual Auger Borings	\$77.00	per hour
Muck Probing		
2-Man Crew (\$450 minimum)	\$195.00	per hour
3-Man Crew (\$645 minimum)	\$268.00	per hour
2" Diameter Monitor Well Installation		
0 - 50 foot depth interval	\$37.00	per foot
51 - 100 foot depth interval	\$46.00	per foot
Dissipation Testing	\$210.00	per hour
Dilatometer Soundings (Does not include required senior technician hourly rate)	\$47.00	per foot
Permeability Tests - Field	\$480.00	each
Ground Penetrating Radar	\$2,800.00	per day
Electric Resistivity Imaging (ER)	\$3,100.00	per day
<b>LABORATORY TESTING</b>		
Atterberg Limits - Liquid Limit and Plastic Limit	\$95.00	per sample
Double Ring Infiltrometer Test	\$565.00	each
Grain Size Distribution	\$60.00	per sample
Percent Fines (Wash No. 200 Sieve)	\$43.00	per sample
Hydrometer Analysis with Grain Size Distribution	\$170.00	per sample
Organic Content Determination	\$47.00	per sample
Moisture Content	\$16.00	per sample
Specific Gravity (fine aggregate/soil)	\$96.00	per sample
Consolidation	\$620.00	per sample
with Hysteresis Loop	\$108.00	per loop
Swell Test	\$610.00	per sample
Permeability Tests – Laboratory		
Granular Soil (Constant Head)	\$268.00	per sample
Cohesive Soil (triaxial, back pressure saturated)	\$370.00	per sample
Triaxial Compression Test (R, S, T; included mohrs circle)	\$400.00	per sample
with Back Pressure Saturation and pore pressure measurements, add	\$278.00	per sample
Unconfined Compression Tests	\$121.00	per sample



**EXHIBIT I**  
**UNIVERSAL ENGINEERING SCIENCES**  
**Gainesville Branch Office**  
**2024-2025 Fee Schedule**

pH	\$47.00	per sample
Resistivity	\$69.00	per sample
Chloride	\$59.00	per sample
Sulfate or Sulfide	\$59.00	per sample
Corrosion Resistance (pH, R, Cl, Su)	\$225.00	per sample
Turbidity (sample FOB Laboratory)	\$43.00	per sample
<b>SOILS TESTING</b>		
Field Density Tests (minimum 4 tests per trip)	\$25.00	each
Sand Cone Density Tests	\$46.00	per sample
Limerock Bearing Ratio (LBR), 5 point	\$335.00	per sample
Standard or Modified Proctor	\$124.00	per sample
Relative Density Test (Minimum-Maximum)	\$208.00	each
California Bearing Ratio	\$360.00	per sample
Soil Plate Load Tests	\$950.00	each
<b>CONCRETE TESTING SERVICES</b>		
Concrete Cylinders		
Compression Tests of 4" x 8" Cylinders	\$19.50	per cylinder
Extra Slump Tests	\$26.50	each
Air Content Tests	\$32.00	each
Testing of Flexural Beams	\$59.00	per beam
Concrete Coring		
Mobilization for Coring	\$175.00	per trip
Obtaining and Testing Concrete Cores	\$100.00	each
Patching Cored Holes	\$16.50	each
Concrete Design Mixes	priced on request	
Concrete Ready Mix Plant or Job Inspection	\$95.00	per hour
Sieve Analysis, Fine or Coarse Aggregate	\$59.00	per sample
Absorption	\$64.00	per sample
Specific Gravity	\$96.00	per sample
Unit Weight	\$48.00	per sample
Material Finer than No. 200 Sieve	\$43.00	per sample
Organic (Colometric ASTM C-40)	\$48.50	per sample

**EXHIBIT I  
UNIVERSAL ENGINEERING SCIENCES  
Gainesville Branch Office  
2024-2025 Fee Schedule**

Los Angeles Abrasion	\$525.00	per sample
Soundness (5 cycle sodium sulphate)	\$690.00	per sample
Soundness (5 cycle magnesium sulphate)	\$690.00	per sample
Floor Flatness/Levelness:		
Equipment Charge	\$185.00	each
Up to 20,000 square feet	\$850.00	each
From 20,000 square feet to 40,000 square feet	\$1,550.00	each
Greater than 40,000 square feet	\$1,960.00	each
In-Situ Testing (Swiss Hammer, Windsor Probe, etc.): <b>Calibration &amp; Equipment Usage Minimum 2-Hours</b>	\$64.00	per hour
Windsor Probe Shots	\$62.00	per shot
Moisture Emissions	\$54.00	per kit
Moisture Emissions: Trip 1: Kit Installation ( minimum 2 hours) Trip 2: Kit Pick-Up & Calculations (minimum 2 hours)	\$64.00	per hour
<b>MASONRY TESTING SERVICES</b>		
Compressive Strength, ASTM C-140	\$81.00	each
Absorption and Moisture Content, ASTM C-140	\$70.00	each
Linear Shrinkage Tests of Concrete Block (ASTM 426)	\$590.00	per set of 3
Compressive Strength of Hollow Masonry Prisms, ASTM E-477	\$135.00	per prism
Compressive Strength of Grouted Masonry Prisms	\$162.00	per prism
Testing 2" Masonry Mortar Cubes	\$21.50	per cube
Mortar Mix Design (ASTM C-270)		priced on request
Testing 3½" x 3½" x 7" Grout Prisms	\$27.00	per prism
<b>ASPHALTIC CONCRETE TESTING SERVICES</b>		
Asphaltic Concrete Plant Inspection (FDOT Certified)	\$96.00	per hour
Extraction and Gradation	\$227.00	per sample
Coring Pavement to Obtain Density and Thickness Samples (mobilization fee \$150)	\$64.00	per sample
Laboratory Testing of Asphaltic Cores for Density	\$46.00	per core
<b>STRUCTURAL INSPECTION</b>		
Reinforcing Steel Inspector (4 Hour minimum)	\$100.00	per hour
Equipment Usage (Rebar Data Scan - 2 Hour minimum)	\$80.00	per hour

**EXHIBIT I  
UNIVERSAL ENGINEERING SCIENCES  
Gainesville Branch Office  
2024-2025 Fee Schedule**

\* Cost for set-up & monitoring. Engineering Services will be invoiced additionally at standard unit rates.

**ALL UNIT FEES ARE FOR NORMAL WORK HOURS, MONDAY THROUGH FRIDAY FROM 6:30 A.M. TO 4:30 P.M. DAILY. SATURDAY, SUNDAY AND HOLIDAYS WILL BE INVOICED AT THE STANDARD RATE PLUS 40 PERCENT.**

CONSTRUCTION SERVICES WILL BE INVOICED ON A PER TEST BASIS.

(1) Subcontracting Costs – 10% markup.

Professional consultations and meetings will be invoiced at our standard unit rates.

These are normal rates charged to both private and public entities.

### **Exhibit 3: Insurance Requirements**

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

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

**I. COMMERCIAL GENERAL LIABILITY.**

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

**II. AUTOMOBILE LIABILITY.**

Coverage must be afforded including coverage for all 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 Architect; products and completed operations of the Architect; or automobiles owned, leased, hired or borrowed by the Architect.
  - 2 The Architect’s insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Architect’s insurance and shall be non-contributory.
- C All Coverages
  - 1 The Architect shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if 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**

**Exhibit 4-A: Certificate of Insurance**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
5/2/2024

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).


<b>PRODUCER</b> Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022		<b>CONTACT NAME:</b> Greyling COI Specialist <b>PHONE (A/C, No, Ext):</b> 7706705324 <b>FAX (A/C, No):</b> 770.670.5324 <b>E-MAIL ADDRESS:</b> uescerts@greyling.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A : Endurance American Specialty Ins Co	41718
		INSURER B : Evanston Insurance Company	35378
		INSURER C : Landmark American Insurance Company	33138
		INSURER D : Greenwich Insurance Company	22322
		INSURER E : Aspen Specialty Insurance Company	10717
		INSURER F : Convex Insurance UK Limited	
<b>INSURED</b> Universal Engineering Sciences, LLC 4205 Vineland Road Orlando, FL 32811	UNIVENG		

**COVERAGES**      **CERTIFICATE NUMBER:** 1005329129      **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
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	RGC3002099	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$ 1,000,000
D A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	RAC9438325 EXT30030240901	5/1/2024 5/1/2024	5/1/2025 5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Excess Auto \$ 2,000,000
B C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	MKLV2EUE101855 LHA600397	5/1/2024 5/1/2024	5/1/2025 5/1/2025	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	RWC3002100	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	Excess GL Professional Liab incl. Pollution Liab			CX010NE24 B0146LDUSA2405257	5/1/2024 5/1/2024	5/1/2025 5/1/2025	Per Occ./Aggregate \$ 4,000,000 Per Claim Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Alachua County Continuing Services Contract.  
 The Alachua County Board of County Commissioners, its officials, employees and volunteers are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

<b>CERTIFICATE HOLDER</b>  Alachua County Board of County Commissioners 12 SE 1st St Gainesville, FL 32601	<b>CANCELLATION</b>  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 
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ACORD 25 (2016/03)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NAMED INSURED ENDORSEMENT**

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

**NAMED INSURED** of the policy declarations page is amended to include the following:

Obsidian Group Holdings, LLC  
Universal Engineering Sciences, Inc.  
Universal Engineering Sciences, LLC  
Universal Engineering Inspection, LLC  
Nova Geotechnical and Inspection Services, LLC  
Nova Geotechnical and Inspection Services - Northern Nevada LLC  
Nova Geotechnical and Inspection Services - So Cal (a California corporation)  
IQC Southwest, LLC  
GFA International, Inc.  
Contour Engineering, LLC  
Obsidian Group Acquisitions, Inc.  
Nova Geotechnical and Inspection Services, LLC, dba Universal Engineering Sciences (Las Vegas)  
Nova Geotechnical and Inspection Services – Northern Nevada LLC, dba Universal Engineering Sciences (Reno)  
Nova Geotechnical and Inspection Services – SO CAL dba Universal Engineering Sciences (Irvine, CA)  
GFA International, Inc. dba Universal Engineering Sciences  
IQC – Southwest – So Cal  
Universal Engineering Sciences  
GEOServices, LLC  
Alpha Testing, LLC  
Alpha Acquisition  
Dan Brown and Associates, PC  
Speedie and Associates, Inc.  
Geotechnology, LLC  
GSI Engineering, LLC  
GPR Testing and Inspection L.L.C.  
Summit Engineering, Laboratory & Testing, PC  
McGinley & Associates, Inc.  
Construction Testing & Engineering Inc.



CTE South, Inc.  
River City Geoprosessionals, Inc. dba Wallace-Kuhl & Associates  
River City Geoprosessionals, Inc.  
River City Geoprosessionals, Inc. d/b/a Universal Engineering Sciences  
Aries Consultants Inc  
Centurion Consultants Inc  
Rock Engineering & Testing Laboratory, LLC  
Carmichael Engineering, Inc.  
Faulkner Engineering Services Inc.  
Faulkner Engineering Services LLC  
GRUBBS, HOSKYN, BARTON & WYATT, INC.  
GRUBBS, HOSKYN, BARTON, & WYATT, LLC  
Riner Engineering, Inc.  
Geo Solutions, LLC  
Biome Consulting Group, LLC  
InControl Technologies LLC  
UES Professional Solutions 18, LLC (rename of Contour Engineering, LLC)  
UES Professional Solutions 19, LLC (rename of GEOServices, LLC)  
UES Professional Solutions 44, LLC (rename of Alpha Testing, LLC)  
UES Professional Solutions 29, Inc. (rename of Summit Engineering, Laboratory & Testing, Inc.)  
UES Professional Solutions 45, LLC (rename of Rock Engineering and Testing Laboratory, LLC)  
UES Professional Solutions 63, LLC (rename of Riner Engineering, Inc.)  
UES Professional Solutions 30, LLC (Nova Geotechnical and Inspection Services, LLC )  
UES Professional Solutions 64, LLC (InControl Technologies LLC)

All other terms and conditions remain the same.

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(Authorized Representative)

## ENDORSEMENT #

This endorsement, effective 12:01 a.m., 05-01-2024 forms a part of

Policy No. RGC3002099 issued to Obsidian Group Holdings, LLC

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

It is agreed that **NAMED INSURED** of the policy declarations page, is amended to include the following:

Obsidian Group Holdings, LLC  
Universal Engineering Sciences, Inc.  
Universal Engineering Sciences, LLC  
Universal Engineering Inspection, LLC  
Nova Geotechnical and Inspection Services, LLC  
Nova Geotechnical and Inspection Services - Northern Nevada LLC  
Nova Geotechnical and Inspection Services - So Cal (a California corporation)  
IQC Southwest, LLC  
GFA International, Inc.  
Contour Engineering, LLC  
Obsidian Group Acquisitions, Inc.  
Nova Geotechnical and Inspection Services, LLC, dba Universal Engineering Sciences (Las Vegas)  
Nova Geotechnical and Inspection Services – Northern Nevada LLC, dba Universal Engineering Sciences (Reno)  
Nova Geotechnical and Inspection Services – SO CAL dba Universal Engineering Sciences (Irvine, CA)  
GFA International, Inc. dba Universal Engineering Sciences

XIL 404 0605

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IQC – Southwest – So Cal  
Universal Engineering Sciences  
GEOServices, LLC  
Alpha Testing, LLC  
Alpha Acquisition  
Dan Brown and Associates, PC  
Speedie and Associates, Inc.  
Geotechnology, LLC  
GSI Engineering, LLC  
GPR Testing and Inspection L.L.C.  
Summit Engineering, Laboratory & Testing, PC  
McGinley & Associates, Inc.  
Construction Testing & Engineering Inc.  
CTE South, Inc.  
River City Geoprosessionals, Inc. dba Wallace-Kuhl & Associates  
River City Geoprosessionals, Inc.  
River City Geoprosessionals, Inc. d/b/a Universal Engineering Sciences  
Aries Consultants Inc  
Centurion Consultants Inc  
Rock Engineering & Testing Laboratory, LLC  
Carmichael Engineering, Inc.  
Faulkner Engineering Services Inc.  
Faulkner Engineering Services LLC  
GRUBBS, HOSKYN, BARTON & WYATT, INC.  
GRUBBS, HOSKYN, BARTON, & WYATT, LLC  
Riner Engineering, Inc.  
Geo Solutions, LLC  
Biome Consulting Group, LLC  
InControl Technologies LLC  
UES Professional Solutions 18, LLC (rename of Contour Engineering, LLC)  
UES Professional Solutions 19, LLC (rename of GEOServices, LLC)  
UES Professional Solutions 44, LLC (rename of Alpha Testing, LLC)  
UES Professional Solutions 29, Inc. (rename of Summit Engineering, Laboratory & Testing, Inc.)  
UES Professional Solutions 45, LLC (rename of Rock Engineering and Testing Laboratory, LLC)  
UES Professional Solutions 63, LLC (rename of Riner Engineering, Inc.)  
UES Professional Solutions 30, LLC (Nova Geotechnical and Inspection Services, LLC )  
UES Professional Solutions 64, LLC (InControl Technologies LLC)

All other terms and conditions remain unchanged.

**SCHEDULE OF NAMED INSUREDS AND LOCATIONS**

Item 1 of the Information Page is amended to include:

<u>Named Insured</u>	<u>Location</u>	<u>FEIN</u>	<u>State Unemployment #</u>
Obsidian Group Holdings, LLC			
Universal Engineering Sciences, Inc.			
Universal Engineering Sciences, LLC			
Universal Engineering Inspection, LLC			
Nova Geotechnical and Inspection Services, LLC			
Nova Geotechnical and Inspection Services - Northern Nevada LLC			
Nova Geotechnical and Inspection Services - So Cal (a California corporation)			
IQC Southwest, LLC			
GFA International, Inc.			
Contour Engineering, LLC			
Obsidian Group Acquisitions, Inc.			
Nova Geotechnical and Inspection Services, LLC, dba Universal Engineering Sciences (Las Vegas)			
Nova Geotechnical and Inspection Services – Northern Nevada LLC, dba Universal Engineering Sciences (Reno)			
Nova Geotechnical and Inspection Services – SO CAL dba Universal Engineering Sciences (Irvine, CA)			
GFA International, Inc. dba Universal Engineering Sciences			
IQC – Southwest – So Cal			
Universal Engineering Sciences			
GEOServices, LLC			

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 5/1/2024 Policy No. RWC3002100 Endorsement No. 1

Insured Obsidian Group Holdings, LLC

Insurance Company  
Greenwich Insurance Company

Countersigned by \_\_\_\_\_

Alpha Testing, LLC  
Alpha Acquisition  
Dan Brown and Associates, PC  
Speedie and Associates, Inc.  
Geotechnology, LLC  
GSI Engineering, LLC  
GPR Testing and Inspection L.L.C.  
Summit Engineering, Laboratory & Testing, PC  
McGinley & Associates, Inc.  
Construction Testing & Engineering Inc.  
CTE South, Inc.  
River City Geoprosessionals, Inc. dba Wallace-Kuhl & Associates  
River City Geoprosessionals, Inc.  
River City Geoprosessionals, Inc. d/b/a Universal Engineering Sciences  
Aries Consultants Inc  
Centurion Consultants Inc  
Rock Engineering & Testing Laboratory, LLC  
Carmichael Engineering, Inc.  
Faulkner Engineering Services Inc.  
Faulkner Engineering Services LLC  
GRUBBS, HOSKYN, BARTON & WYATT, INC.  
GRUBBS, HOSKYN, BARTON, & WYATT, LLC  
Riner Engineering, Inc.  
Geo Solutions, LLC  
Biome Consulting Group, LLC  
InControl Technologies LLC  
UES Professional Solutions 18, LLC (rename of Contour Engineering, LLC)  
UES Professional Solutions 19, LLC (rename of GEOServices, LLC)  
UES Professional Solutions 44, LLC (rename of Alpha Testing, LLC)  
UES Professional Solutions 29, Inc. (rename of Summit Engineering, Laboratory & Testing, Inc.)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 5/1/2024

Policy No. RWC3002100

Endorsement No. 1

Insured Obsidian Group Holdings, LLC

Insurance Company  
Greenwich Insurance Company

Countersigned by \_\_\_\_\_

**WC 99 00 15**

Ed. 0314

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Page 2 of 3

UES Professional Solutions 45, LLC  
(rename of Rock Engineering and  
Testing Laboratory, LLC)  
UES Professional Solutions 63, LLC  
(rename of Riner Engineering, Inc.)  
UES Professional Solutions 30, LLC  
(Nova Geotechnical and Inspection  
Services, LLC )  
UES Professional Solutions 64, LLC  
(InControl Technologies LLC)

All other terms and conditions of this policy remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 5/1/2024

Policy No. RWC3002100

Endorsement No. 1

Insured Obsidian Group Holdings, LLC

Insurance Company  
Greenwich Insurance Company

Countersigned by \_\_\_\_\_

**WC 99 00 15**

Ed. 0314

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Page 3 of 3

**ENDORSEMENT #**

This endorsement, effective 12:01 a.m., 05/01/2024, forms a part of

Policy No. **RAC9438325**

issued to Obsidian Group Holdings, LLC

by Greenwich Insurance Company.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

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

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

**Schedule**

<b>Additional Insured(s)</b>	<b>Work</b>
Any person or organization for whom you have agreed under contract or agreement to provide insurance.	All works

**COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured**, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

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.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
  2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
  2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**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:** Obsidian Group Holdings, LLC

**Endorsement Effective Date:** May 1, 2024

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.

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.**

**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
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
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.**

**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 And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.,
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.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured  
Obsidian Group Holdings, LLC

Policy No.  
RWC3002100

Endorsement No.  
Premium Included

Insurance Company  
Greenwich Insurance Company

Countersigned by \_\_\_\_\_

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

**Person or Organization**

**Job Description**

Where required by written agreement signed prior to loss

All California Operations.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Insured  
Obsidian Group Holdings, LLC

Policy No. RWC3002100  
Insurance Company  
Greenwich Insurance Company

Endorsement No.

Countersigned By \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2024

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).

<b>PRODUCER</b> Edgewood Partners Insurance Agency 3780 Mansell Road, Suite 370 Alpharetta NY 30022	<b>CONTACT NAME:</b> Greyling COI Specialist <b>PHONE (A/C. No. Ext):</b> 770.670.5324 <b>E-MAIL ADDRESS:</b> uescerts@greyling.com	<b>FAX (A/C. No.):</b> 770.670.5324	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Universal Engineering Sciences, LLC 4205 Vineland Road Orlando, FL 32811	<b>INSURER A:</b> Coalition Insurance Solutions, Inc.		
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 1732396844

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber Liability			C4LWN119748CYBER2024	5/1/2024	5/1/2025	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Alachua County Continuing Services Contract.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

**CERTIFICATE HOLDER****CANCELLATION**

Alachua County Board of County Commissioners  
 12 SE 1st St  
 Gainesville, FL 32601

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

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**Exhibit 4: Certification of Meeting Alachua County Wage Ordinance**

**Contact Title: Annual Professional Geotechnical Engineering & Testing Services with Universal Engineering Sciences, LLC**

**Contract No. 14211**

**RFP No. 24-149-LC**

The undersigned, who is authorized on behalf of the Professional, certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

Universal Engineering Sciences, LLC  
4205 Vineland Road, Suite L1  
Orlando, FL 32811  
(407) 423-0504  
[janthony@universalengineering.com](mailto:janthony@universalengineering.com)

**PROFESSIONAL**

By: RICK G. KUSHNER  
79105DE13C99413...

Print: RICK G. KUSHNER

Title: President, North FL

Date: 5/7/2024

**Certificate Of Completion**

Envelope Id: 68D5F8EEB53E482BB8035A728B8A09F4	Status: Completed
Subject: Please DocuSign: Agreement #14211 w/Alachua County Annual Prof. Geotech. Eng. & Testing Services	
Source Envelope:	
Document Pages: 24	Signatures: 3
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

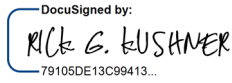
**Record Tracking**

Status: Original	Holder: Michelle Guidry	Location: DocuSign
4/29/2024 9:06:11 AM	mguidry@alachuacounty.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

**Signer Events**

RICK G. KUSHNER  
rkushner@teamues.com  
President, North FL  
Universal Engineering Sciences, LLC  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
79105DE13C99413...  
Signature Adoption: Pre-selected Style  
Using IP Address: 75.112.190.195

**Timestamp**

Sent: 4/29/2024 9:13:43 AM  
Resent: 5/2/2024 8:43:05 AM  
Viewed: 5/3/2024 9:51:13 AM  
Signed: 5/7/2024 2:16:20 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 5/3/2024 9:51:13 AM  
ID: 27bd1230-7e53-48b0-b39b-4f12143fc19e

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Keith Butts  
kbutts@teamues.com  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/7/2024 2:16:22 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Thomas (Jon) Rouse  
trouse@alachuacounty.us  
Contracts Supervisor  
Alachua County Board of County Commissioners  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/7/2024 2:16:23 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Barbara Fair  
bafair@alachuacounty.us  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/7/2024 2:16:24 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carolyn Miller  
crmiller@alachuacounty.us  
Procurement Specialist  
Procurement  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/7/2024 2:16:24 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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	4/29/2024 9:13:43 AM
Certified Delivered	Security Checked	5/3/2024 9:51:13 AM
Signing Complete	Security Checked	5/7/2024 2:16:20 PM
Completed	Security Checked	5/7/2024 2:16:24 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Alachua County:**

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

To contact us by email send messages to: [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us)

### **To advise Alachua County of your new email address**

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Alachua County**

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

### **To withdraw your consent with Alachua County**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



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

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.