AGREEMENT FOR PROFESSIONAL SERVICES FOR CIVIL ENGINEERING SERVICES FOR ITEMIZED TRANSPORTATION PROJECTS NO. 14061 [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 Hanson Professional Services, Inc., a Foreign for-profit 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 an RFP seeking to hire a qualified professionals to provide design and architectural management over the provision of Engineering Services for Miscellaneous Itemized Projects over the Threshold as defined in 287.055 F. S. (Florida's "Consultants' Competitive Negotiation Act") for all transportation related project types, including federally funded projects (partially or fully) by FHWA, FEMA or any other federal-aid agency; 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 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.

Scope. In accordance with the terms and conditions of this Agreement, County engages Professional to provide professional services for the provision of Engineering Services for Miscellaneous Itemized Projects over the Threshold as defined in 287.055 F. S. (Florida's "Consultants' Competitive Negotiation Act") for all transportation related project types, including federally funded projects (partially or fully) by FHWA, FEMA or any other federal-aid agency (hereinafter referred to as the "Project"). The Professional agrees to provide architectural, site evaluation, engineering and planning services to design the Project in accordance with and more specifically stated in the Scope of Services attached hereto as Exhibit "1" and incorporated herein ("Services") for and as needed by the County. Professional acknowledges that time is of the essence completing the Services. The County reserves the right to make changes to the Scope of Services, including alterations, reductions or additions. If the County elects to make a change, the County shall initiate a written modification which must be in writing and executed by both the Parties.

- 2. <u>Term.</u> This Agreement is effective on the day the last Party signs it ("effective date") and continues until the Work is completed, or until this Agreement is earlier terminated as provided herein.
- 3. <u>Closeout</u>. The Contractor's obligation to the County shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the County, disposing of project assets (including the return of all equipment, and receivable accounts to the County), and determining the custodianship of records. Agreement closeout is not considered final until the County

is fully satisfied that project objectives have been met and the Contractor has submitted the Contract Closeout Checklist, attached hereto and incorporated herein as **Exhibit "4"**.

- 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 the conditions of the site and location 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 representation 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. Meeting protocols and obligations for before construction are included in the Scope of Services, **Exhibit "1"**.
 - 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. Pursuant to and to the extent Section 558.0035, Florida Statutes is applicable, AN INDIVIDUAL EMPLOYEE OR AGENT OF PROFESSIONAL MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE OF SERVICES PROVIDED IN THIS AGREEMENT.

5. Payments.

- A. For 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 of sum of Four Million Dollars and Zero Cents (\$4,000,000.00), arrived at utilizing the rates contained in the Payment Schedule attached hereto as **Exhibit "2"** and incorporated herein by this reference. 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.
- 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 1st Street Gainesville, Florida 32601 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 or will be 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, and the County shall remit all payments to:

Hanson Professional Services, Inc 1525 S. Sixth Street Springfield, IL 62703 217-788-2450

- 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; 2) Inventory of transmittals; 3) Review of punch list; and 4) Final joint site inspection, with User Group. In the event this section conflicts with a section of the Scope of Services on close-out, this Scope of Services section will prevail over this paragraph.
- G. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- H. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, 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. <u>Insurance</u>. 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. <u>Deliverables and Construction Documents.</u>

- 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 prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the Project Deliverables 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 Deliverable, solely and exclusively for use in performing services or construction for this Project.
- 8. <u>Permits</u>. 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.
- 9. <u>Inspections</u>. 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. <u>Personnel</u>. 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. The County reserves the right to terminate this Agreement due to a change in Professional's personnel.

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. **Default and Termination**.

A. <u>Termination for Default</u>: 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 is not 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 is not specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional. In the event of termination, Professional's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.
- C. <u>Termination for Unavailability of Funding</u>: 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 is not 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.
- 12. 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.

13. <u>Notice</u>. 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:

Hanson Professional Services, Inc 8075 Gate Parkway West, Suite 204 Jacksonville, FL 32216 (904) 737-0090

dkemp@hanson-inc.com

To County:

Alachua County Public Works Department Attn: Public Works Manager 12 SE 1st Street Gainesville, Florida 32601 jflegert@alachuacounty.us

cc: With a copy electronically sent to:
Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us

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

14. 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 the 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.

15. Standard Clauses.

- A. <u>Public Records</u>. 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 OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

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

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

- 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. <u>Laws & Regulations</u>. 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. <u>Governing Law and Venue</u>. The laws of the State of Florida shall govern this Agreement, and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.
- E. <u>Amendment and Assignment</u>. 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.
- F. <u>Additional Services</u>. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.
- G. <u>Third Party Beneficiaries</u>. This Agreement does not create any relationship with, or any rights in favor of, any third party or any person who is not a party to this Agreement.
- H. <u>Independent Contractor</u>. 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.
- I. <u>E-Verify</u>. 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.
- J. <u>Conflict of Interest</u>. Professional warrants that neither Professional nor any of Professional's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify County of any conflict of interest due to any other clients, contracts, or property interests.
- K. <u>Prohibition Against Contingent Fees</u>. As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Professional breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- L. <u>Force Majeure</u>. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, pandemics, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.
- M. <u>Public Entity Crimes</u>. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36)

months from the date of being placed on the convicted vendor list.

- N. <u>Collusion</u>. By signing this Agreement, Professional declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
- O. <u>Counterparts</u>. This Agreement may be executed in any number of and by the Parties on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.
- P. <u>Severability and Ambiguity</u>. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.
- Q. <u>Electronic Signatures</u>. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manual written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
- R. <u>Entire Agreement</u>. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

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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: David to temp, P.E.

Title. Vice President

Print: David K. Kemp, P.E.

	Title.
	Date: 11/18/2024
OF INCUMBENCY AND AUTHORIT AUTHORIZED TO EXECUTE CON	ATURAL PERSON, PLEASE PROVIDE A CERTIFICATE TY, OR A CORPORATE RESOLUTION, LISTING THOSE TRACTS ON BEHALF OF YOUR ORGANIZATION. IF YOUR SIGNATURE MUST BE NOTARIZED.
	ALACHUA COUNTY, FLORIDA
	By: Charles Chestnut, IV, Chair
	Board of County Commissioners
	Date:
ATTEST	APPROVED AS TO FORM Signed by: Diana Johnson 9E797AG46776481
J.K. "Jess" Irby, Esq., Clerk (SEAL)	Alachua County Attorney's Office

Exhibit 1: Scope of Services

1. <u>General Requirements:</u> Pursuant to the terms and conditions of the Agreement, the Professional shall provide the following Services for the County and its Project, including, but not limited to:

This Agreement is defined as continuing services agreements where performance of the scope is for a defined number of projects. Task work orders for detailed project scope of services shall be issued as needed. This Agreement is for all transportation related project types, including federally funded projects (partially or fully) by FHWA, FEMA or any other federal-aid agency.

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 site plans, engineered roadway plans, related design studies, creative utilization of roadsides, and the accommodation of utilities and utility crossings (where appropriate), 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 road improvement 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 services (CEI), 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 open and closed drainage systems, utility design, utility relocation plans, maintenance of traffic plans, railroad crossings, FDOT permits, stormwater permits, environmental permits, traffic engineering applications, minor traffic operations improvements, 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)

2. Contract Award and Administration

It is the County's intent to enter into agreements with more than one respondent.

The total contract fee per each agreement awarded under this RFP may not exceed limits set forth in Rule 14-75 Florida Administrative Code. However, these limits may be exceeded due to unplanned cost increases.

The vendor shall be issued a project task work order for all assignments unless one of the following conditions is met.

- Project task work order negotiations fail, and such negotiations are documented in writing.
- The vendor cannot meet the project task work order schedule provided by the County and has declined the work in writing.

- The limiting amount identified above has been met.
- Conflict of interest as defined by 337.14(7) F. S. prohibits the vendor from executing the task.
- Any other Federal or State Regulation prohibits the vendor from executing the task.

The following process shall be followed for each project task work order:

- The County and vendor shall meet to develop a detailed scope of work. Once a detailed scope of work is agreed upon, a meeting date shall be scheduled for man-hour negotiations.
- The County and the vendor shall independently prepare man-hour estimates, man-hour classification spread and operating margin justification for the agreed upon scope of work; man-hour estimates, man-hour classification spread, and operating margin justification shall not be exchanged until the man-hour negotiation meeting.
- At the man-hour negotiations meeting, the County and the vendor shall exchange independent man-hour estimates, man-hour classification spread and operating margin justification. Man-hours, spread, scope and operating margin shall be negotiated until a mutually acceptable man-hour, spread, scope and operating margin is agreed upon or until negotiations fail.
- Once the project task work ordered is issued, the County and vendor shall agree to a mutually acceptable schedule in writing.

The following process shall be followed for determining rates and fees for contracts and project task work orders issued under this RFP

- The prime consultant and each sub consultant on each agreement shall include an employee classification list for use in the project task work order negotiation process. Rates for each classification shall be determined at the time of contract execution and task specific hours shall be determined at the time of project task work order execution. The vendor shall submit a current wage rate certification and current FDOT audit letter to the County as documentation to calculate the fee amount for each classification. Per federal regulations, these rates are non-negotiable and not subject to public record and may only by shared with County staff and FDOT/FHWA/FEMA staff upon request only; such information shall not be shared with any entities contracted staff.
- A fee schedule shall be negotiated at the time of contract execution for defined services measured in unit prices such as density testing, asphalt coring or auger borings, environmental tests or services of a similar nature.
- Project work orders shall be issued on a lump sum basis except in cases where the level of effort is
 unknown, such as CEI assignments or an unknown amount of unit services are needed at the time
 of project work order. In such case, project work orders may be issued with a limiting, not-toexceed amount. Project task work orders may be issued in a combination of lump sum and limiting,
 not-to-exceed amount.

3. Itemized Projects Listing

Engineering Services for Itemized Projects		
Pavement Management	Project Limits	
CR 337	Alachua County Line to SR 26	
CR 235	Newberry Rd to SR 235	
NE 1st St/CR 2082/CR 234	Entrance to Paynes Prairie Maintenance Office to US 441	
NE CR 1471	NE 143 rd Ave to Bradford County Line	
NW CR 237	NW US 441 to W SR 235	
NW 94 th Ave	CR 235 to CR 241	
NW CR 235A	US 441 to NW CR 236	

SE CR 2082	SE 152 nd St/CR 2041 to SE 69 th Ave
SW 170 th St	SR 26 to SW 46 th Ave
SW 137 th Ave/SW 91 st St	SW Williston Rd/SR 121 to SW CR 346
SW 266 th St/SW 282 nd St/SW 30 th Ave	SR 26 to SW 127 th Ave (Levy County Line)
NW 140 th St /NW 143 rd St	NW 39th Ave to CR 235
NW 182 nd Ave	NW SR 45 to NW 298th St
SW 170 th St	SR 45 to SR 26/Newberry Rd
Wacahoota Rd	US 441 to Williston Rd
NW 98 th St	Newberry Rd to NW 39th Ave
NW 83 rd St	NW 23 rd Ave to NW 39 th Ave
Millhopper Rd	NW 143 rd St to NW 43 rd St
NW 78 th Ave	Alachua County Line to CR 241
CR 1474	US 301 to Alachua County Line
Bicycle/Pedestrian Projects	Project Limits
High Springs to Newberry Rail Connector	Newberry to High Springs
Waldo Road Greenway	Gainesville Regional Airport to Place St (Waldo)
Gainesville-Hawthorne Trail - Micanopy Spur	SE CR 2082 to US 441
Williston Road Trail	SW 41st Blvd to SW 85th Ave
Capacity Enhancements Projects	Project Limits
SW 91 st St/SW 8 th Ave Intersection Modifications	N/A
NW 23 rd Ave/NW 32 nd Ave Extension	NW 98 th St to CR 241
Parker Rd/NW 122 nd St Extension	NW 17 th Ave to NW 39 th Ave
NW 31st Street	NW 75 th St to NW 51 st St
Archer Road 4-Lane	SW 75 th St to US 41/27
Williston Road 4-Lane	SW 35 th Dr to SW 62 nd Ave
SW 20 th Ave- 4 Laning Bridge Over I-75	SW 61st St to SW 62nd Blvd
SW 20 th Ave- 4 Laning Bridge Over I-75 NW 23 rd Ave- 4 Laning Bridge Over I-75	SW 61 st St to SW 62 nd Blvd Fort Clarke Blvd to NW 83 rd St
NW 23 rd Ave- 4 Laning Bridge Over I-75 Bridge Maintenance/Replacement	Fort Clarke Blvd to NW 83 rd St Project Limits
NW 23 rd Ave- 4 Laning Bridge Over I-75 Bridge Maintenance/Replacement CR 234	Fort Clarke Blvd to NW 83 rd St Project Limits Camps Canal
NW 23 rd Ave- 4 Laning Bridge Over I-75 Bridge Maintenance/Replacement CR 234 CR 1493	Fort Clarke Blvd to NW 83 rd St Project Limits Camps Canal Santa Fe River
NW 23 rd Ave- 4 Laning Bridge Over I-75 Bridge Maintenance/Replacement CR 234	Fort Clarke Blvd to NW 83 rd St Project Limits Camps Canal

Exhibit 2: Payment Schedule and Rates

Civil Engineering/Design (Prime Consultant) Hanson Professional Services Inc.	Rate	Unit
Principal Engineer	\$ 376.00	Hr.
Chief Engineer 2	\$ 318.00	Hr.
Senior Engineer 2 / Project Manager 3	\$ 286.00	Hr.
Engineer 2	\$ 271.00	Hr.
Senior Engineer 1	\$ 263.00	Hr.
Chief Engineer 1	\$ 251.00	Hr.
Project Manager 2	\$ 231.00	Hr.
Chief Designer	\$ 192.00	Hr.
Senior Designer	\$ 183.00	Hr.
Senior Engineering Technician	\$ 178.00	Hr.
GIS Specialist	\$ 174.00	Hr.
Engineer 1	\$ 154.00	Hr.
Engineering Intern	\$ 138.00	Hr.
Engineering Technician	\$ 130.00	Hr.
Secretary/Clerical	\$ 119.00	Hr.

Civil Engineering/Design/CEI/Planning/Landscape Design JB Pro*	Rate	Unit
Principal Engineer	\$ 175.00	Hr.
Chief Engineer 1	\$ 150.00	Hr.
Chief Planner	\$ 150.00	Hr.
Senior Landscape Architect	\$ 150.00	Hr.
Project Manager 1	\$ 125.00	Hr.
CEI Project Administrator	\$ 125.00	Hr.
Project Planner	\$ 120.00	Hr.
Engineer 2	\$ 100.00	Hr.
Landscape Designer/Landscape Planner	\$ 100.00	Hr.
Engineer 1	\$ 80.00	Hr.
GIS Specialist	\$ 80.00	Hr.
Landscape Architect Intern	\$ 80.00	Hr.
Engineering Intern	\$ 60.00	Hr.
Planner	\$ 60.00	Hr.
Secretary/Clerical	\$ 60.00	Hr.

Civil Engineering/Design Civil Services, Inc.*	Rate	Unit
Chief Engineer 2	\$ 228.14	Hr.
Sr. Engineer 2	\$ 213.23	Hr.
Engineer 1	\$ 181.46	Hr.

Chief Designer	\$ 121.10	Hr.
Designer	\$ 110.09	Hr.

Civil Engineering/Design/CEI AE Engineering, LLC*	Rate	Unit
CEI Senior Project Engineer	\$ 246.00	Hr.
Principal Engineer	\$ 235.00	Hr.
CEI Consultant Engineer	\$ 228.00	Hr.
CEI Project Admin/CEI Project Engineer	\$ 177.00	Hr.
CEI Project Admin/CEI Project Eng(CC2)	\$ 177.00	Hr.
Project Manager 1	\$ 160.00	Hr.
CEI Scheduler	\$ 156.00	Hr.
CEI Building Inspector/Electrical	\$ 150.00	Hr.
CEI Bridge Paint/Repair Proj Admin(SSR/LA)	\$ 144.00	Hr.
CEI Senior Inspector- Bldg Struct.	\$ 126.00	Hr.
CEI Assist Proj Admin/Project Engineer	\$ 123.00	Hr.
CEI Bridge Paint/Repair Sen Inspect(SSR/LA)	\$ 117.00	Hr.
CEI Senior Inspector (CC2)	\$ 114.00	Hr.
CEI Contract Support Specialist	\$ 111.00	Hr.
CEI Engineer Intern	\$ 111.00	Hr.
CEI Senior ITS Inspector	\$ 108.00	Hr.
CEI Senior Inspector	\$ 102.00	Hr.
CEI Senior Engineer Intern	\$ 102.00	Hr.
CEI Senior Landscape Inspector	\$ 102.00	Hr.
CEI Bridge Paint/Repair Inspect(SSR/LA)	\$ 96.00	Hr.
CADD/Computer Technician	\$ 90.00	Hr.
CEI Assist Contract Support Spec	\$ 90.00	Hr.
CEI ITS Inspector	\$ 90.00	Hr.
CEI Landscape Inspector	\$ 90.00	Hr.
CEI Res Compliance Specialist	\$ 87.00	Hr.
CEI Inspector	\$ 78.00	Hr.
CEI Secretary/Clerk Typist	\$ 75.00	Hr.
CEI Associate Res Compliance Specialist	\$ 64.00	Hr.
CEI Inspector's Aide	\$ 58.00	Hr.

Civil Engineering/Design LTG, Inc.*	Rate	Unit
Chief Engineer 1	\$ 345.00	Hr.
Chief Engineer 2	\$ 345.00	Hr.
Chief Planner	\$ 280.00	Hr.
Project Manager 1	\$ 280.00	Hr.
Project Manager 3	\$ 280.00	Hr.

Engineer 2	\$ 205.00	Hr.
Designer	\$ 190.00	Hr.
Engineer 1	\$ 190.00	Hr.
Land Planner	\$ 190.00	Hr.
Graphic Designer	\$ 180.00	Hr.
Community Outreach Specialist	\$ 180.00	Hr.
Engineering Intern	\$ 145.00	Hr.
Transportation Data Scientist	\$ 145.00	Hr.
Technician Aid	\$ 135.00	Hr.
Transportation Data Analyst	\$ 125.00	Hr.
Secretary/Clerical	\$ 115.00	Hr.

Civil Engineering/Design/CEI/Planning/Landscape Design Halff*	Rate	Unit
CEI Senior Project Engineer	\$ 311.29	Hr.
Principal Engineer	\$ 291.10	Hr.
Sr. Landscape Architect	\$ 277.66	Hr.
Chief Planner	\$ 222.11	Hr.
CEI Project Administrator	\$ 212.03	Hr.
Senior Engineer 1	\$ 201.92	Hr.
Landscape Architect	\$ 168.28	Hr.
Engineer 1	\$ 141.33	Hr.
CEI Senior Inspector	\$ 140.00	Hr.
CEI Landscape Inspector	\$ 133.00	Hr.
Planner	\$ 131.25	Hr.
Engineering Intern	\$ 127.89	Hr.
CEI Contract Support Specialist	\$ 123.38	Hr.
Landscape Designer / Planner	\$ 121.17	Hr.
Land Planner	\$ 117.78	Hr.
CEI Inspector	\$ 87.50	Hr.

Surveying and Mapping JB Pro*	Rate	Unit
SUR Chief Surveyor	\$ 150.00	Hr.
3-Man Survey Crew	\$ 150.00	Hr.
SUR Survey/GIS/SUE Analyst 3	\$ 150.00	Hr.
2-Man Survey Crew	\$ 130.00	Hr.
SUR Senior Surveyor 1	\$ 125.00	Hr.
SUR Project Survey Manager 1	\$ 110.00	Hr.
1-Man Survey Crew	\$ 110.00	Hr.
SUR Crew Chief	\$ 100.00	Hr.
SUR SUE Technician 1	\$ 80.00	Hr.

Surveying and Mapping (8.3 Photogrammetric Mapping) I.F. Rooks & Associates, LLC*	Rate	Unit
SUR Chief Surveyor	\$ 299.97	Hr.
SUR Single Engine Aircraft Pilot	\$ 131.35	Hr.
SUR Mobile Survey Analyst 3 (Senior)	\$ 113.88	Hr.
SUR Aerial Sensor Operator	\$ 101.79	Hr.

Surveying and Mapping T2 UES, INC*	Rate	Unit
3-Person Locating Crew	\$ 408.56	Hr.
4-Person Survey Crew	\$ 387.29	Hr.
3-Person Designating Crew	\$ 362.58	Hr.
Maintenance of Traffic	\$ 331.56	Hr.
3-Person Survey Crew	\$ 311.52	Hr.
2-Person Locating Crew	\$ 298.04	Hr.
SUR Chief Surveyor	\$ 287.71	Hr.
2-Person Designating Crew	\$ 252.04	Hr.
SUR Senior Surveyor 2	\$ 244.86	Hr.
SUR Senior Surveyor 1	\$ 240.03	Hr.
Senior Utility Coordinator	\$ 237.61	Hr.
2-Person Survey Crew	\$ 235.75	Hr.
SUR Survey Project Manager 1	\$ 183.08	Hr.
SUR Survey Project Manager 3	\$ 171.45	Hr.
SUR Surveyor	\$ 158.72	Hr.
SUR UAS Operator	\$ 158.18	Hr.
SUR Survey/GIS/SUE Analyst 3	\$ 141.40	Hr.
UAV	\$ 139.65	Hr.
1-Person Survey Crew	\$ 137.03	Hr.
SUR Secretary/Clerical	\$ 103.43	Hr.
Utility Locating Truck	\$ 77.00	Hr.
Utility Designating Truck	\$ 31.00	Hr.

Geotechnical Engineering ECS*	Rate	Unit
MAT Principal Engine Home	\$ 326.01	Hr.
MAT Senior Engineer Home	\$ 325.31	Hr.
MAT Project Manager Home	\$ 224.78	Hr.
MAT Engineer Home	\$ 219.71	Hr.
MAT Asphalt Plant Inspector Home	\$ 147.13	Hr.
MAT Technical Secretary Home	\$ 144.51	Hr.
MAT CADD/Computer Technician Home	\$ 136.22	Hr.

MAT Engineer Intern Hoe	\$ 123.75	Hr.
MAT Engineering Technician Home	\$ 107.81	Hr.
MAT Senior Engineering Technician Home	\$ 106.26	Hr.

Laboratory / Testing Services	Rate	Unit
101-Aggregate Carbonates & Organic Matter FM 5-514	\$ 93.36	Test
102-Aggregate Org. Impurities S& for Concrete AASHTO T21	\$ 44.40	Test
104-Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27	\$ 80.83	Test
105-Aggregate Soundness AASHTO T104	\$ 620.48	Test
106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	\$ 100.19	Test
107-Aggregate Total Moisture Content by Drying AASHTO T255	\$ 12.52	Test
108-Aggregate Unit Mass & Voids AASHTO T19	\$ 80.83	Test
200-Asphalt Bulk Specific Gravity FM 1-T166	\$ 44.40	Test
201-Asphalt Content FM 5-563	\$ 151.42	Test
203-Asphalt Gradation & Content FM 1-T030 & FM 5-563	\$ 210.62	Test
204-Asphalt Gradation FM 1-T030	\$ 69.45	Test
205-Asphalt Gyratory Compaction 3 Specimens AASHTO T312	\$ 63.76	Test
208-Asphalt Max Specific Gravity FM 1-T209	\$ 157.11	Test
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	\$ 162.81	Each
210-Asphalt Pvmt. Coring – 4" dia without Base Depth Check	\$ 150.28	Each
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	\$ 174.19	Each
212-Asphalt Pvmnt Coring – 6" dia without Base Depth Check	\$ 162.81	Each
300-Concrete Beam Flexural Testing ASTM C78	\$ 37.57	Test
301-Concrete Compressive Strength of Grout\Mortar ASTM C109	\$ 14.80	Test
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	\$ 34.16	Test
303-Concrete Drilled Cores & Sawed Beams ASTM C42	\$ 37.57	Test
305-Concrete Pavement Coring - 4" Dia	\$ 151.42	Each
306-Concrete Pavement Coring - 6" Dia	\$ 174.19	Each
401-Geo Auger Borings-H& & Truck/Mud Bug	\$ 11.39	LF
402-Geo Auger Borings-Track	\$ 12.52	LF
408-Geo Concrete Pad & Cover for Monitoring Wells	\$ 307.40	Each
409-Geo CPT Truck/Mud Bug 0-50 Ft	\$ 14.80	LF
410-Geo CPT Truck/Mud Bug 50-100 Ft	\$ 17.08	LF
411-Geo CPT Truck/Mud Bug 100-150 Ft	\$ 20.49	LF
412-Geo CPT Truck/Mud Bug 150-200 Ft	\$ 26.19	LF
413-Geo Crosshole Sonic Logging (CSL)	\$ 750.00	Day
414-Geo Dilatometer Sounding	\$ 80.83	Hour
415-Geo Double Ring Infiltration ASTM D3385	\$ 464.51	Each
418-Geo Drill Crew Support Vehicle	\$ 307.40	Day
419-Geo Drilling Crew 2-Person	\$ 215.18	Day
420-Geo Drilling Crew 3-Person	\$ 290.32	Day

421-Geo Dynamic Pile Testing/Pile Driving Analysis	\$ 600.00	Day
422-Geo Extra SPT Samples-Barge/Track/Amphibious 0-50 Ft	\$ 48.96	Each
423-Geo Extra SPT Samples-Barge/Track/Amphibious 50-100 Ft	\$ 55.79	Each
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	\$ 64.89	Each
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	\$ 74.00	Each
427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	\$ 34.16	Each
428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	\$ 37.57	Each
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	\$ 42.12	Each
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	\$ 47.82	Each
431-Geo Extra SPT Samples-Truck/Mud Bug 200-250 Ft	\$ 55.79	Each
432-Geo Field Permeability 0-10 Ft Open-End Borehole Method	\$ 441.74	Each
433-Geo Field Permeability 10-25 Ft Open-End Borehole Method	\$ 597.71	Each
440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	\$ 6.11	LF
441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	\$ 7.14	LF
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	\$ 7.97	LF
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	\$ 9.11	LF
444-Geo Grout Boreholes- Truck/Mud Bug 200-250 Ft	\$ 10.25	LF
446-Geo H& Auger with DCP (0-50 ft) ASTM D1452	\$ 15.09	LF
447-Geo H& Auger with SCP (0-50 ft) ASTM D1453	\$ 13.95	LF
449-Geo Noise Monitoring	\$ 99.05	Hr.
450-Geo Piezometer 2" 0-50 Ft	\$ 21.63	LF
451-Geo Pile Integrity Testing	\$ 672.75	Day
453-Geo Rock Coring Brg/Track/Amph 0-50 Ft less than 4" ID	\$ 60.91	LF
455-Geo Rock Coring Brg/Track/Amph 50-100 Ft less than 4" ID	\$ 69.45	LF
457-Geo Rock Corg Brg/Track/Amph 100-150 Ft less than 4" ID	\$ 75.14	LF
463-Geo Rock Coring Truck/Mud Bug 0-50 Ft less than 4" ID	\$ 43.26	LF
465-Geo Rock Coring Truck/Mud Bug 50-100 Ft less than 4" ID	\$ 48.96	LF
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	\$ 52.37	LF
469-Geo Rock Coring Truck/Mud Bug 150-200 Ft less than 4" ID	\$ 58.06	LF
471-Geo Rock Coring Truck/Mud Bug 200-250 Ft less than 4" ID	\$ 63.76	LF
473-Geo SPT Barge/Track/Amphibious 0-50 Ft	\$ 29.60	LF
474-Geo SPT Barge/Track/Amphibious 50-100 Ft	\$ 31.88	LF
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	\$ 35.29	LF
478-Geo SPT Truck/Mud Bug 0-50 Ft	\$ 15.66	LF
479-Geo SPT Truck/Mud Bug 50-100 Ft	\$ 18.51	LF
480-Geo SPT Truck/Mud Bug 100-150 Ft	\$ 20.49	LF
481-Geo SPT Truck/Mud Bug 150-200 Ft	\$ 23.91	LF
482-Geo SPT Truck/Mud Bug 200-250 Ft	\$ 26.75	LF
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-50 Ft	\$ 12.24	LF
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	\$ 15.09	LF
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	\$ 21.06	LF

488-Geo Temp Casing 3" Truck/Mud Bug 0-50 Ft	\$ 9.68	LF
489-Geo Temp Casing 3" Truck/Mud Bug 50-100 Ft	\$ 11.67	LF
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	\$ 12.24	LF
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	\$ 13.38	LF
492-Geo Temp Casing 3" Truck/Mud Bug 200-250 Ft	\$ 14.52	LF
493-Geo Temp Casing 4" Barge/Track/Amphibious 0-50 Ft	\$ 17.42	LF
494-Geo Temp Casing 4" Barge/Track/Amphibious 50-100 Ft	\$ 20.49	LF
495-Geo Temp Casing 4" Barge/Track/Amphibious 100-150 Ft	\$ 23.34	LF
498-Geo Temp Casing 4" Truck/Mud Bug 0-50 Ft	\$ 11.67	LF
499-Geo Temp Casing 4" Truck/Mud Bug 50-100 Ft	\$ 12.81	LF
500-Geo Temp Casing 4" Truck/Mud Bug 100-150 Ft	\$ 13.95	LF
501-Geo Temp Casing 4" Truck/Mud Bug 150-200 Ft	\$ 15.09	LF
502-Geo Temp Casing 4" Truck/Mud Bug 200-250 Ft	\$ 16.23	LF
505-Geo Temp Casing 6" Barge/Track/Amphibious 0-50 Ft	\$ 19.64	LF
506-Geo Temp Casing 6" Barge/Track/Amphibious 50-100 Ft	\$ 22.77	LF
507-Geo Temp Casing 6" Barge/Track/Amphibious 100-150 Ft	\$ 25.05	LF
508-Geo Temp Casing 6" Truck/Mud Bug 0-50 Ft	\$ 11.67	LF
509-Geo Temp Casing 6" Truck/Mud Bug 50-100 Ft	\$ 13.38	LF
510-Geo Temp Casing 6" Truck/Mud Bug 100-150 Ft	\$ 16.23	LF
515-Geo Undisturbed Samples Barge/Track/Amphibious 0-50 Ft	\$ 191.27	Each
516-Geo Undisturbed Samples Barge/Track/Amphibious 50-100 Ft	\$ 215.18	Each
517-Geo Undisturbed Samples Brg/Track/Amph 100-150 Ft	\$ 261.86	Each
519-Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	\$ 138.90	Each
520-Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	\$ 157.11	Each
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	\$ 174.19	Each
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	\$ 191.27	Each
523-Geo Vibration & Noise Monitoring	\$ 232.25	Day
524-Geo Vibration Monitoring	\$ 185.58	Day
602-Mobilization - Vibration Monitoring Equipment	\$ 185.58	Each
603-Mobilization Asphalt Coring Equipment	\$ 434.91	Each
606-Mobilization Concrete Coring	\$ 464.51	Each
607-Mobilization Cone Penetrometer Test Rig	\$ 1,280.81	Each
610-Mobilization Drill Rig Track Mount	\$ 736.61	Each
611-Mobilization Drill Rig Trailer Mount	\$ 736.61	Each
612-Mobilization Drill Rig Truck Mount	\$ 783.29	Each
614-Mobilization Mudbug/All-Terrain Vehicle	\$ 870.95	Each
618-Mobilization Support Boat	\$ 318.78	Each
619-Mobilization Tri-Pod	\$ 434.91	Each
700-MOT Arrow Board	\$ 108.16	Each
701-MOT Attenuator Truck	\$ 145.16	Hr.
702-MOT Channelizing Devices – Type I, II, VP, Drum (each)	\$ 37.00	Each

706-MOT Portable Sign	\$ 31.31	Each
707-MOT Post Mounted Sign	\$ 81.40	Each
708-MOT Provide Channelizing Devices – Cone	\$ 32.45	Each
800-Soils Chloride Soil or Water FM 5-552	\$ 64.00	Test
801-Soils Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	\$ 81.00	Each
802-Soils Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	\$ 81.00	Each
803-Soils Consolidation - Constant Strain ASTM D4186	\$ 564.00	Test
804-Soils Consol-Extend Load Incrmnts AASHTO T216	\$ 500.00	Day
805-Soils Corrosion Series FM 5-550 through 5-553	\$ 221.00	Test
807-Soils Field Vane Shear Test ASTM D2573	\$ 157.00	Test
808-Soils Flexible Wall Permeability ASTM D5084	\$ 558.00	Test
809-Soils Hydrometer Only AASHTO T88	\$ 128.00	Test
810-Soils Limerock Bearing Ratio (LBR) FM 5-515	\$ 365.00	Test
811-Soils Liquid Limit AASHTO T89	\$ 69.00	Test
812-Soils Materials Finer than 200 Sieve FM 1-T011	\$ 41.00	Test
814-Soils Miniature Vane Shear Test ASTM D4648	\$ 14.50	Test
817-Soils Moisture Content Laboratory AASHTO T265	\$ 26.75	Test
819-Soils Organic Content Ignition FM 1 T-267	\$ 41.00	Test
821-Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	\$ 191.00	Test
822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	\$ 70.00	Test
823-Soils Permeability Constant Head AASHTO T215	\$ 436.00	Test
824-Soils Permeability Falling Head FM 5-513	\$ 436.00	Test
825-Soils pH Soil or Water FM 5-550	\$ 50.00	Test
826-Soils Plastic Limit & Plasticity Index AASHTO T90	\$ 70.00	Test
827-Soils Proctor Modified FM 1-T180	\$ 163.00	Test
828-Soils Proctor Standard AASHTO T99	\$ 151.00	Test
829-Soils Resistivity Soil or Water FM 5-551	\$ 64.00	Test
831-Soils Specific Gravity AASHTO T100	\$ 92.00	Test
832-Soils Split Tensile Strgth of Rock Cores ASTM D3967	\$ 145.00	Test
833-Soils Sulfate Soil or Water FM 5-553	\$ 75.25	Test
835-Soils Triaxl Consl-Drain (CD) Per Point\Cell ASTM D7181	\$ 262.00	Test
836-Soils Tri Cnsl-Undrn (CU) Pt\Cell AASHTO T297/ASTM		Test
D4767	\$ 251.00	
837-Soil Tri Uncsl-Undrn (UU) Pt\Cell AASHTO T296/ASTM D2850	\$ 212.00	Test
838-Soils Unconfined Compression - Rock ASTM D7012, Method C		Test
occosin oncommed compression (contribution b) (12, Wellou C	\$ 163.00	1 550

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, \$1,000,0000 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
 - 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.
 - 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

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. <u>SUBCONSULTANTS</u>

All sub consultants shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

Exhibit 3-A: Certificate of Insurance

Ą	<i>CORD</i> ® C	ER	TIF	ICATE OF LIAI	BILI	TY INSU	JRANC	E		MM/DD/YYYY) /20/2024
C B R	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.									
lf	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).									
-	DUCER				CONTAI NAME:		son			
TRO	OXELL				DHONE	(0.17) 0.1	21-3219	FAX (A/C, No):	(217) 3	21-4219
214	TROXELL (217) 321-3219 (AC, No: (217) 321-4219 214 South Grand Ave West EMAIL 214 South Grand Ave West Appress: hgibson@troxellins.com									
Spri	ngfield			IL 62704	INSURE	0'	surer(s) AFFOR ti Insurance Co	ompany		NAIC # 10677
INSU	RED				INSURE	RB: Global A	erospace			19720
	Hanson Professional Services I	nc.			INSURE	RC:				
	1525 South 6th Street				INSURE	RD:				
	One in a field			II 60700 0004	INSURE					
<u> </u>	Springfield	TIELO		IL 62703-2801 NUMBER: CL2311174529	INSURE	RF:		DEL MOION NUMBER		
_	VERAGES CER HIS IS TO CERTIFY THAT THE POLICIES OF			TOMBER.		TO THE INSUE		REVISION NUMBER:	IOD	
IN CE	INSTANCE OF THAT THE POLICIES OF THE POLICIES	REME	NT, TE	ERM OR CONDITION OF ANY (SURANCE AFFORDED BY THE	CONTRA POLICA	ACT OR OTHER IES DESCRIBEI	DOCUMENT NO HEREIN IS S	MTH RESPECT TO WHICH T	HIS	
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	NEDOC	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
LIK	COMMERCIAL GENERAL LIABILITY	INSU	WVD	FOLIOT NOMBER		(WWVDD/1111)	(MIN/DD/1111)	EACH OCCURRENCE	_	0,000
	CLAIMS-MADE CCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	s 500,	000
								MED EXP (Any one person)	\$ 10,0	00
Α				EPP0520969		01/01/2024	01/01/2025	PERSONAL & ADV INJURY	s 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 4,00	0,000
	POLICY PROJECT LCC							PRODUCTS - COMP/OP AGG	\$ 4,00	0,000
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	0,000
	X ANYAUTO							BODILY INJURY (Per person)	\$	
Α	OWNED AUTOS ONLY HIRED SCHEDULED AUTOS NON-OWNED			EBA0520969		01/01/2024	01/01/2025	BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
	HIRED AUTOS ONLY AUTOS ONLY			(Per accident)		(Per ac		\$		
⊢	➤ UMBRELLA LIAB ➤ COLUB	_	-						\$ 10.0	00,000
A	H system H cook			EPP0520969		01/01/2024	01/01/2025	EACH OCCURRENCE	10.0	00,000
l ^	CLAIMS-MADE	ł		LF F 0020303		01/01/2024	01/01/2020	AGGREGATE	\$,	00,000
⊢	WORKERS COMPENSATION							➤ PER OTH- STATUTE ER	\$	
١.	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y / N							E.L. EACH ACCIDENT	s 1,00	0,000
Α	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		EWC0473222		01/01/2024	01/01/2025	E.L. DISEASE - EA EMPLOYEE	-	0,000
l	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	-	0,000
	Unmanned Aircraft, UAS-Drone Liability							Each Occurrence	\$10,	000,000
В	Offinalified Alicials, OAS-Dione Elability			8000973		12/07/2023	12/07/2024	Aggregate	\$10,	000,000
Proj Alad liabi	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: 23L0101 RFP 23-432-DK Civil Engineering Services for Itemized Transportation Projects PM/DKemp Alachua County Board of County Commissioners, its officials, employees and volunteers are additional insureds in respects to the general liability and auto liability per written contract subject to the terms and conditions of the policies. Primary and non-contributory language applies. Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation.									
L										
CEF	RTIFICATE HOLDER				CANC	ELLATION				
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.) BEFORE		
	12 SE 1st Street County Administration Building				AUTHO	RIZED REPRESEN	NTATIVE			
	Gainesville			FL 32601			1	Lee north		
	<u> </u>						@ 4000 004F	ACORD CORPORATION	A 11	

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
EXCESS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

Name and mailing address of person(s) or organization(s): Alachua County Board of County Commissioners 12 SE 1st Street County Administration Building Gainesville, FL 32601

Number of days no	tice (other than nonpay	ment of premium): 30
-------------------	-------------------------	----------------------

- A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/20/2024

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.

If	IPORTANT: If the certificate holder i SUBROGATION IS WAIVED, subject is certificate does not confer rights t	to th	ne ter	rms and conditions of th	e polic	cy, certain po	olicies may r	•			
	DUCER				CONTA NAME:						
Hol	mes Murphy & Associates ?7 Grand Prairie Parkway				PHONE (A/C, No, Ext): 309-282-3903 FAX (A/C, No):						
	ukee IA 50263				E-MAIL ADDRESS: Ibomarito@holmesmurphy.com						
					INSURER(S) AFFORDING COVERAGE						
					INSURE	RA: XL Speci					37885
INSURED HANPROP					INSURE						
	nson Professional Services Inc. 25 South 6th Street				INSURE	R C :					
	ingfield IL 62703				INSURE	RD:					
					INSURE	RE:					
					INSURE	RF:					
CO	/ERAGES CER	TIFIC	CATE	NUMBER: 1419869478				REVISION NUM	BER:		
IN CI	IIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY REERTIFICATE MAY BE ISSUED OR MAY KILUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLIC	REMEI	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF AN' ED BY	Y CONTRACT THE POLICIES	OR OTHER DESCRIBED	OCUMENT WITH	RESPEC	CT TO V	WHICH THIS
LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)		LIMIT	S	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTE	E D	\$	
	CLAIMS-MADE OCCUR							PREMISES (Ea occur		\$	
								MED EXP (Any one p	erson)	\$	
								PERSONAL & ADV IN		\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGA		\$	
	POLICY PRO- JECT LOC							PRODUCTS - COMP	OP AGG	\$	
	OTHER: AUTOMOBILE LIABILITY							COMBINED SINGLE	LIMIT	\$	
	ANY AUTO							(Ea accident) BODILY INJURY (Per		\$	
	OWNED SCHEDULED										
	AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMAGE		\$	
	AUTOS ONLY AUTOS ONLY							(Per accident)		\$	
	UMBRELLA LIAB OCCUP							FACIL OCCUPRENC	-		
	EXCESS LIAB OCCUR CLAIMS-MADE									\$	
	DED RETENTION\$							AGGREGATE		\$	
	WORKERS COMPENSATION							PER STATUTE	OTH- ER	Ψ	
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDEN	'	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EI			
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLI		\$	
Α	Professional Liability (Claims Made)			DPR5022048		1/1/2024	1/1/2025	Each Claim Aggregate		10,000 10,000	
Pro	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project Reference: 23L0101 RFP 23-432-DK Civil Eng Services for Itemized Transp Projects PM/DKemp 30 Day Notice of Cancellation applies in favor of the Certificate Holder.										
CFF	RTIFICATE HOLDER				CANO	CELLATION					
Alachua County Board of County Commissioners Attn: Public Works - J. Flegert 12 SE 1st Street, County Administration Building					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						
Gainsville FL 32601				Kari Cooling							

- 2. The specific nature and extent of the injury or damage that has been sustained; and
- 3. How the INSURED first became aware of such CIRCUMSTANCE(S),

then any CLAIM(S) that may subsequently be made against the INSURED arising out of such reported CIRCUMSTANCE(S) shall be deemed to have been made on the date first written notice of the CIRCUMSTANCE(S) was received by the Company. This right conferred upon the INSURED in this Paragraph shall terminate at the end of the POLICY PERIOD and shall not exist during the Automatic Extended Reporting Period or Optional Extended Reporting Period.

XI. OTHER CONDITIONS

A. Cancellation

This Policy may be canceled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by the Company by mailing to the NAMED INSURED, at the address stated in Item 1. of the Declarations, written notice stating when, not less than thirty (30) days thereafter (or ten (10) days thereafter for non-payment of premium), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.

If this Policy is canceled, earned premium shall be computed in accordance with the Company's guidelines with respect to cancellation. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

B. Action Against The Company

No action may be brought against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED in a contested proceeding after final judgment has been rendered and any appeal decided, or by written agreement of the INSURED, the claimant and the Company. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the INSURED or the INSURED'S legal representative join the Company in such action. Bankruptcy or insolvency of the INSURED or the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.

C. Assignment

This Policy may not be assigned or transferred without written consent of the Company.

D. Subrogation

In the event of any payment under this Policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization, and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after a CLAIM(S) to prejudice such rights.

However, it is agreed that the Company waives its rights of subrogation under this Policy against clients of the INSURED as respects any CLAIM(S) arising from PROFESSIONAL SERVICES, or CONTRACTING SERVICES under the client's contract requiring waiver of subrogation, but only to the extent required by written contract.

Issued to <u>Hanson Professional Services Inc</u> by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF POLICY CANCELLATION – BLANKET NOTICE TO DESIGNATED ENTITIES

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS, CONSULTANTS AND ENGINEERS

Section XI. OTHER CONDITIONS, Paragraph A. Cancellation is amended by the addition of the following:

In the event that the Company cancels or non-renews this Policy during the POLICY PERIOD, the Company agrees to provide thirty (30) days' prior written notice of cancellation or non-renewal of this Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation or non-renewal of this Policy, provided that:

- 1. The Company receives, at least thirty (30) days prior to the date of cancellation or non-renewal, a written request from the NAMED INSURED to provide notice of cancellation to entities designated by the NAMED INSURED to receive such notice; and
- 2. The written request includes the name, address and email of each person or entity designated by the NAMED INSURED to receive such notice. The Company will assume that the list provided to the company by the NAMED INSURED is a complete and accurate list.

This endorsement does not apply to non-renewal of the Policy at the end of the POLICY PERIOD or cancellation of the Policy for non-payment of premium to a premium finance company authorized to cancel the Policy. Furthermore, nothing contained in this endorsement shall be construed to provide any rights under the Policy to the entities receiving notice of cancellation pursuant to this endorsement, nor shall this endorsement amend or alter the effective date of cancellation stated in the cancellation notice issued to the NAMED INSURED.

All other terms and conditions of the Policy remain unchanged.

LDD 465 0620

Exhibit 4: Closeout Checklist

Contract Closeout occurs when all obligations are met and all legal, administrative, and managerial tasks are executed.

Contract No. 14061 – Civil Engineering Services for Itemized Transportation Projects with Hanson Professional Services, Inc.

Complete all applicable items.

ACTION/ITEM	Date Completed (by Vendor)	Vendor (initials)	County (initials)
General Requirements (Should be required on most Contracts) All contractual obligations are completed (include list of exceptions as an attachment)			
All invoices, except for the final, are submitted and paid			
All testing reports have been received and analyzed			
Final amount paid via this Contract			
Parties agree that no claims, issues, or unresolved matters exist on the contract			
Contract Specific Requirements (All may not apply)			
All inspections are completed and accepted			
Any County-furnished property is returned			
The contractor has closed any subcontracts that may exist			
All sub-contractor(s) have been paid in full (include a table of sub-contractor(s) names with total amounts paid to each as an attachment)			
Any access or security badges and keys are returned and are accounted for			
All warranties, training material, or other final deliverables are obtained			
All Bond requirements have been met			
Certificates of substantial completion or final completion are obtained			
Other administrative or contractual requirements are met (include list of items as an attachment)			

CONTRACT ADMINISTRATOR APPROVAL TO CLOSEOUT CONTRACT

Vendor/Contractor Signature	Date	
Department Administrator Signature	Date	

docusign

Certificate Of Completion

Envelope Id: 8012FE2B317443E38A51EB4A97E8773F Status: Completed

Subject: Complete with Docusign: #14061 - Civil Engineering for Itemized Transportation Projects with Ha...

Source Envelope:

Document Pages: 25 Signatures: 1 **Envelope Originator:** Initials: 0 Certificate Pages: 5 Michelle Guidry

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

mguidry@alachuacounty.us IP Address: 163.120.80.11

Record Tracking

Status: Original Holder: Michelle Guidry Location: DocuSign

9/20/2024 12:59:53 PM mguidry@alachuacounty.us

Pool: StateLocal Security Appliance Status: Connected Storage Appliance Status: Connected Pool: Alachua County Location: DocuSign

ARC4F3FF85AD4R4

Signature Adoption: Pre-selected Style

Using IP Address: 12.162.123.58

Signer Events

David K. Kemp, P.E. David k. kemp, P.E.

dkemp@hanson-inc.com Vice President

Security Level: Email, Account Authentication

(None)

Signature **Timestamp**

Sent: 9/20/2024 1:02:05 PM Resent: 10/3/2024 2:27:02 PM Resent: 10/28/2024 12:22:36 PM Resent: 11/5/2024 8:55:52 AM Resent: 11/18/2024 2:22:51 PM

Viewed: 11/18/2024 2:54:53 PM Signed: 11/18/2024 3:56:50 PM

Electronic Record and Signature Disclosure:

Accepted: 9/23/2024 12:39:25 PM

ID: afc4d8a5-0b6a-4376-9eed-003d4499d121

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

COPIED

COPIED

Thomas (Jon) Rouse trouse@alachuacounty.us

Contracts Supervisor

Alachua County Board of County Commissioners Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carolyn Miller

crmiller@alachuacounty.us

Procurement Specialist

Procurement

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sent: 11/18/2024 3:56:53 PM

Sent: 11/18/2024 3:56:54 PM

Carbon Copy Events

Status

COPIED

Timestamp

Barbara Fair

bafair@alachuacounty.us

Sent: 11/18/2024 3:56:54 PM

Security Level: Email, Account Authentication

(None)

(IVOIIC)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	9/20/2024 1:02:05 PM	
Envelope Updated	Security Checked	11/18/2024 2:22:45 PM	
Envelope Updated	Security Checked	11/18/2024 2:22:45 PM	
Envelope Updated	Security Checked	11/18/2024 2:22:45 PM	
Envelope Updated	Security Checked	11/18/2024 2:22:45 PM	
Envelope Updated	Security Checked	11/18/2024 2:22:45 PM	
Certified Delivered	Security Checked	11/18/2024 2:54:53 PM	
Signing Complete	Security Checked	11/18/2024 3:56:50 PM	
Completed	Security Checked	11/18/2024 3:56:54 PM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			

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

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 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 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 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
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Hanson Professional Services Inc. 1525 S. Sixth St. Springfield, IL 62703 (217) 788-2450 Fax: (217) 788-2503 www.hanson-inc.com

CERTIFICATE BOARD OF DIRECTORS ACTION HANSON PROFESSIONAL SERVICES INC.

The undersigned being the duly elected and acting Secretary of Hanson Professional Services Inc. (Hanson) hereby certifies that the Board of Directors elects officers to carry out strategic initiatives of the corporation, and

Certifies that officers of the corporation are authorized to execute contracts and agreements in carrying out normal company business in accordance with standard corporate policies and procedures, and further certifies that the

Board of Directors, on April 25, 2023, October 2, 2023, and on January 25, 2024, elected the following, with authority to execute corporate contracts and agreements.

Sergio A. Pecori, Chief Executive Officer

Jeffery T. Ball, President

Dennis J. Hollahan, Secretary

Ronda K. Folkerts, Treasurer

Stephen L. Alm, Senior Vice President

William C. Bradford, Senior Vice President

Jeffery L. Bowen, Senior Vice President

Todd M. Merrihew, Senior Vice President

James P. Messmore, Senior Vice President

Charles Snowden, Senior Vice President

Shelby A. Swango, Senior Vice President

Daniel J. Whalen, Senior Vice President

David K. Kemp, Vice President

Brian P. Lemieux, Vice President

R. Blake Swafford, Vice President

Bradley Perrott, Asst. Vice President

Julieta Rivero-Manso, Assistant Vice President

Clinton C. Smith, Asst. Vice President

This Certificate dated the 26th day of January 2024.

SEAL SELANDER

Dennis J. Hollahan

Secretary



Certificate Of Completion

Envelope Id: 0C63B778CC6F4CFBAB63EA781F4A014F

Status: Completed

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Subject: Complete with Docusign: #14061 - Civil Eng. for Itemized Transportation Projects with Hanson

Source Envelope:

Document Pages: 35 Signatures: 1 Envelope Originator: Certificate Pages: 5 Initials: 0 Michelle Guidry

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mguidry@alachuacounty.us IP Address: 163.120.80.69

Record Tracking

Status: Original

11/18/2024 4:13:47 PM

Security Appliance Status: Connected Storage Appliance Status: Connected

Holder: Michelle Guidry

mguidry@alachuacounty.us

Pool: StateLocal

Pool: Alachua County

Location: DocuSign

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Signer Events

Diana Johnson

dmjohnson@alachuacounty.us

CountyAttyOffice

Security Level: Email, Account Authentication

(None)

Signature

— Signed by:

Diana Johnson
— 9F797AC46776481

Signature Adoption: Pre-selected Style

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Timestamp

Sent: 11/18/2024 4:16:31 PM Resent: 11/19/2024 8:31:41 AM Viewed: 11/19/2024 8:35:30 AM Signed: 11/19/2024 8:50:01 AM

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In Person Signer Events

ID: 68ece36a-902a-408e-9c37-b47995409d2a

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

Thomas (Jon) Rouse

trouse@alachuacounty.us

Contracts Supervisor

Alachua County Board of County Commissioners Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Barbara Fair

bafair@alachuacounty.us

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:Not Offered via DocuSign

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Carbon Copy Events

Carolyn Miller

crmiller@alachuacounty.us

Procurement Specialist

Procurement

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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Witness Events	Signature	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	11/18/2024 4:16:32 PM	
Envelope Updated	Security Checked	11/19/2024 8:31:36 AM	
Envelope Updated	Security Checked	11/19/2024 8:31:36 AM	
Certified Delivered	Security Checked	11/19/2024 8:35:30 AM	
Signing Complete	Security Checked	11/19/2024 8:50:01 AM	
Completed	Security Checked	11/19/2024 8:50:06 AM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			

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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

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 and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to 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.

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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 and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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