

**PROFESSIONAL SERVICES AGREEMENT, NO. 11641 BETWEEN ALACHUA
COUNTY AND AVISON YOUNG-FLORIDA LLC, FOR TECHNICAL CONSULTANT
FOR THE COUNTY ADMINISTRATION BUILDING**

This Agreement is entered into this _____ day of _____, 20____ between Alachua County, charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Avison Young-Florida LLC doing business at 132 NW 76th Drive, Gainesville, Florida, hereinafter referred to as "Professional" (collectively hereinafter County and Professional referred to as "Parties")

WITNESSETH

WHEREAS, the County issued Request for Proposal (RFP) No. 20-953 seeking qualified Professionals to furnish **Technical Consultant for the County Administration Building** (the "Project"), in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to Bid or RFP No. 20-953, the County identified the Professional as the top ranked firm; and

WHEREAS, the County desires to employ the Professional to provide the Project described in RFP No. 20-953 and the Professional desires to provide such services to the County in accordance with the terms and conditions set forth herein; and

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

1. **Term**. This Agreement is effective on the date executed by both Parties and continue through the completion of the tasks outlined in Attachment 1, as determined by the County, unless earlier terminated as provided herein. This agreement may be amended by mutual written agreement of the Parties and may be changed only by such written amendment.

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. Therefore, the continuation of this Agreement beyond the end of any 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 Supplemental Agreement.

2. **Representations**. By executing this Agreement, the Professional makes the following express

representations to the County:

- 2.1. The Professional is professionally qualified to act as the professional for the Project and is licensed by all public entities having jurisdiction over the Professional and the Project;
- 2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until the Professional's duties hereunder have been fully satisfied;
- 2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;
- 2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all documents as described in **Attachment 1**, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;
- 2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state and local codes and regulations.
- 2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Attachment 1**.
4. **Method of Payment.** For its assumption and performance of the duties, obligations, and responsibilities set forth herein, the Professional shall be paid in accordance with this section.
 - 4.1. The Professional shall be paid for those services required by this Agreement a sum not to exceed Four Hundred and Two Thousand Dollars and Zero Cents (\$402,000.00), in accordance with the Fee Schedule at **Attachment 2**.
 - 4.2. Reimbursable expenses, if approved in writing in advance, will be paid by the County to the Professional for the following services or costs outlined below. The Professional will invoice for reimbursable services or costs on a monthly basis. Amounts invoiced for reimbursement shall include back-up documentation.
 - 4.2.1. Expenses for travel, outside of Alachua County, when traveling in connection with provision of services under this Agreement in accordance with the provisions of §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.
 - 4.2.2. Actual expense of reproductions, postage and handling of drawings and specifications postage-actual cost;

4.2.3. If authorized in writing in advance by the County's representative, the cost of other expenditures made in the interest of the work effort.

4.3. If the Professional's duties, obligations, and responsibilities are materially changed through no fault of the Professional after execution of this Agreement, additional compensation shall be paid as provided in **Attachment 3**.

4.4. As a condition precedent for any payment, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. 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, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Alachua County
Deputy County Manager
James Harriott
12 SE 1st Street
Gainesville, Florida 32601

4.5. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums 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.

4.6. The County shall process and pay all sums properly invoiced in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

Avison Young-Florida LLC
500 W. Cypress Creek Road
Suite 350
Fort Lauderdale, FL 33309

5. Personnel.

5.1. The Professional will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the Parties anticipate the following Parties will perform those functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
Don Clinton	Project Manager
Eric Swanson	Project Executive
Alana Stewart	Project Support
Chip Faulkenberry	Project Support
Scot Bini	Financial Analysis
Paul Clements	Financial Analysis
George Vail	Financial Analysis
Keith Crutcher	Program Analysis
Howard McLean	Program Analysis
Barnett Chenault	Program Analysis
Nick Banks	Market Analysis
Rick Cain	Market Analysis

5.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The Deputy County Manager may authorize changes to this list in writing.

6. **Notice.** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County representative are:

Alachua County
Deputy County Manager
James Harriott
12 SE 1st Street
Gainesville, Florida 32601

Professional:
Avison Young-Florida LLC
132 NW 76th Drive
Gainesville, Florida

A copy of any notice, request or approval to the County must also be sent to:

Jesse. K. Irby II
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32602
Attn: Finance and Accounting

And to

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts

7. **Electronic Signatures.** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), 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.

8. **Default and Termination.**

- 8.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to

cure the default. The County Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.

8.2. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, prorated for partial months, but 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 work not performed.

8.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours' notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

9. Project Records

9.1 General Provisions:

9.1.1 Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

9.1.2 In accordance with §119.0701, Florida Statutes, the Professional, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. 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 unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the

Professional shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

9.1.3 Professional shall 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 this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

9.2 Confidential Information

9.2.1 During the term of this Agreement, the Professional may claim that some or all 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 Public Record Act. 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 information properly identified by the Professional as "Confidential Information" or "CI."

9.2.2 The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, 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 attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

9.3 Project Completion: Upon completion of the Work, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

9.4 Compliance: The Professional may be subject to penalties under §119.10, Florida Statutes, if the Professional fails to provide the public records to the County within a reasonable time.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY REPRESENTATIVE AT EMAIL: publicrecordsrequest@alachuacounty.us; PHONE: (352) 384-3132; ADDRESS: 12 SE 1st STREET, GAINESVILLE, FL 32601

- 10. Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.
- 11. Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment 4**. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Attachment 4-A**.
- 12. Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for the deliverables required under this Agreement, if any.
- 13. Laws & Regulations.** The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

14. Indemnification

14.1 The Professional agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Professional and other persons employed or utilized by the Professional in the performance of the Agreement. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its subcontractors, employees, agents, servants or assigns.

14.2 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.

15. Standard of Care. The services of the Professional shall be performed 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.

16. Assignment of Interest. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

17. Successors and Assigns. 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.

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

19. Collusion. By signing this Agreement, the 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.

20. Conflict of Interest. The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

21. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this

Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

22. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
23. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect
24. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
25. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in Alachua County.
26. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
27. **Amendments.** The Parties may amend this Agreement only by mutual written agreement of the Parties.
28. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
29. **Counterparts.** This Agreement may be executed in any number of and by the different Parties hereto 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 fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.
30. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.
31. **Entire Agreement.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Robert Hutchinson, Chair
Board of County Commissioners
Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

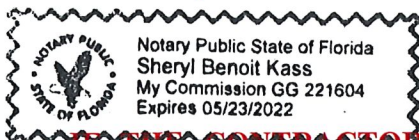
Alachua County Attorney's Office

PROFESSIONAL

WITNESS (By Corporate Officer)

By: Sheryl Benoit Kass
Print: Sheryl Benoit Kass
Title: Operations Coordinator

By: _____
Print: S. Pike Rowley
Title: Manager Director
Date: 05-07-2020



IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ATTACHMENT 1: Scope of Services

1. The Professional shall provide Technical Consultation to assess Public Private Partnership (P3) opportunities to replace the current Alachua County Administration Building.
2. The required building will consist of approximately 300,000 square feet of Class A office space for the County as well as a state of the art County Commission Board Room for public meetings with a minimum seating capacity of 400 people.
3. The Professional shall execute the Project in three phases following execution of the Agreement:

Phases	Duration
Phase 1: Feasibility Internal Needs Analysis (Programming) Department Interviews - Department relationships - Shared services Financial feasibility analysis including working with the County's financial staff and the County's Financial Consultant.- needs of the County Existing land & building analysis Potential Site Analysis Procurement Method – identify the best procurement methods to be considered and assist in the preparation of a RFQ/RFP or other forms of solicitations and make a recommendation to the County Approval from Commission to proceed with RFP	App'x 2 Month
Deliverables in this Phase I include: <ul style="list-style-type: none"> • Programming Document that includes the various County Departments included in the facility, app'x sf, # of employees, specific relationships to other departments, and special needs of the department • Existing Land Availability document that reflects County owned land that is to be considered for purposes of this Agreement. County will provide the information to the Professional for analysis and possible inclusion • Preliminary project budget related to the construction and development options pertaining to the subsequent RFP 	

<p>Phase 2: Request for Proposal Development</p> <p>Provide assistance in researching, developing and drafting request for information, requests for qualifications or request for proposals (or other solicitation deemed appropriate) as well as other associated procurement documents as needed for the selection of a design build team and or developers.</p> <p>Assist with the RFQ/RFP process, in support of competitive process evaluation and potential Commission award to the most successful proposers, including evaluating bids, assist evaluation committee, assisting in developing recommendation for the Commission</p> <p>Liaison with Development Community to develop RFP</p> <p>Deliverable in this Phase II include:</p> <ul style="list-style-type: none"> Proposed scope of work for the RFP/RFQ: preliminary project budget and preliminary project schedule 	<p>4 1/2 Months</p>
<p>Phase 3: Award, Design and Construction</p> <p>Provide technical support for negotiations with Development Community in collaboration with County and Legal staff.</p> <p>Assist in Procurement Documentation, Agreement Development Agreement</p> <p>Provide review and recommendations in the final design phase.</p> <p>Provide review and recommendations in the development of relevant P3 documents</p> <p>Review entitlement process necessary on behalf of Alachua County</p> <p>Provide assessment of the construction process to monitor progress, regulatory compliance and schedule and advise County staff of potential impacts.</p> <p>Progress review through Certificate of Occupancy</p>	<p>1 Month plus Construction</p>
<p>Deliverables for this Phase III include:</p> <ul style="list-style-type: none"> Receive and review from the developer monthly reports on construction progress, including a cost review and progress reports Receive and review from the developer close-out documents and warranties derived from new facility development 	

4. Phase 2 and 3 will not be started without authorization by the County.
5. P3 Education and Community outreach will be a continuous process spanning all phases of effort.
 - a. Outreach will be made to staff, labor and the surrounding community. A program for change management may be required to be implemented to assist affected Parties in adapting to various changes, such as moving, relocating, etc
 - b. Community Outreach to the Public consisting of participating in Public Meetings Board of County Commission, and potentially Gainesville City Commission meetings. Expenses related to the public presentations (other than the actual creation of the PowerPoint or similar files) such as collateral material, presentation boards, media/advertising costs, third party consultants or speakers, rental of equipment and facilities are to be considered reimbursable expenses, when approved by the County.
6. Support to staff for preparation and presentations to advisory teams, subcommittees, County Commission, and potentially Gainesville City Commission meetings may be required throughout all phases of work.

ATTACHMENT 2: Fee Schedule

PHASE	MONTHLY FEE	MAXIMUM FEE
1, FEASIBILITY	\$25,991 per month (prorated as needed for partial months)	\$70,000 from contract execution up to Commission voting on pursuit of RFP
2, RFP DEVELOPMENT	\$17,944 per month (prorated as needed for partial months)	\$92,000 to assist in developing RFP through the Commission vote to award
3, CONSTRUCTION	\$9,979 per month (assumes twice per month project related meetings and prorated as needed for partial months)	\$240,000 to negotiate procurement documents with Developer(s) and monitor construction process through Certificate of Occupancy
Move Management and Furniture, Fixture & Equipment procurement	TBD	To Be Determined based on scope of the actual requirement
Brokerage Services	n/a	Market rate fees shall be earned in the event the County chooses to lease or acquire space in buildings not owned by the County, and/or the County chooses to lease or sell any of the existing facilities owned by the County

ATTACHMENT 3: Method of Additional Compensation

In the event that there is a need for hourly expenses, the hourly fees are as follows:

Project Executive	\$225 per hour
Project Professionals	\$180 per hour
Project Support Staff	\$125 per hour

Attachment 4: Insurance Requirements

Attachment 4-A: Certificate of Insurance