

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN ALACHUA COUNTY
AND AKIMEKA LLC.**

This Agreement is entered into this 25th day of August, 2020 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 Akimeka, LLC, a subsidiary of VSE Corporation doing business at 901 N. Lake Destiny Road, Suite 151, Maitland, FL 32751, hereinafter referred to as "Professional" Collectively hereinafter the County and the Professional are referred to as "Parties"

WITNESSETH

WHEREAS, the County issued RFP # 20-948 seeking qualified Professionals to furnish GIS services, in Alachua County, Florida, for the benefit of Alachua County and the government offices and citizens it services.; and

WHEREAS, after evaluating and considering all timely responses to RFP # 20-948, the County identified the Professional as the top ranked firm; and

WHEREAS, the County desires to employ the Professional to provide the services described in RFP # 20-948 and the Professionals submission, which are incorporated into and made a part of this Agreement by reference as if fully set forth herein, 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.

1.1. This Agreement is effective on the date executed by both parties and continues for a period not to exceed two (2) years from the date the Agreement is fully executed unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for one (1) additional one (1) year terms at the terms and conditions contained in this Agreement.

1.2. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. Representations. By executing this Agreement, the Professional makes the following express representations to the County:

2.1. 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;

2.2. The Professional shall prepare all deliverables required by this Agreement including, but not limited to those identified within the Scope of Services, 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;

2.3. 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.

2.4. 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 **Exhibit "1."**
4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional as outlined in **Exhibit "2."**
5. **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.

5.1. The Professional shall be paid for those services required by this Agreement not to exceed the sum of \$630,880 allocated in the following manner:

5.1.1. Contract signed by County *milestone one of three	2.5% (\$15,772)
Project kickoff meeting *milestone two of three	2.5% (\$15,772)
One of four deliverables received	22.5% (\$141,948)
Two of four deliverables received	22.5% (\$141,948)
Three of four deliverables received	22.5% (\$141,948)
Four of four deliverables received	22.5% (\$141,948)
Acceptance by County *milestone three of three	5% (\$31,544)

Total: \$630,880

5.2. No additional reimbursable expense outside of the firm fixed price figure referenced above will be paid under this Agreement.

5.3. As a condition precedent for any payment, the Professional shall submit milestone invoices as further detailed within our attached Scope of Work, 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 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. 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 Fire Rescue
ATTN: Accounts Payable
PO Box 5038
Gainesville, FL., 32627-5038

5.4. 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.

5.5. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, 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:

Akimeka
ATTN: Contracts Manager
901 North Lake Destiny Rd. Suite 151
Maitland FL 32751

6. Alachua County Minimum Wage:

- 6.1. Services rendered through this Agreement are considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government.
- 6.2. Current required Alachua County Government Minimum Wage is \$13.50 per hour when health benefits are provided at the equivalent value of \$2.10 per hour and \$15.60 when health benefits are not provided (collectively, the "Minimum Wage").
- 6.3. The County may amend the applicable Minimum Wage on or before October 1st of each year.
- 6.4. The Contractor must provide certification, **Exhibit 4**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement
- 6.5. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a

subcontract for covered services aware of the requirement

6.6. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.

6.7. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor

7. Personnel.

7.1. 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, however this list could be modified at any time during the duration of the project to fully support satisfactory execution of the Scope of Work:

<u>NAME</u>	<u>FUNCTION</u>
<i>Lucia Breton</i>	<i>Project Manager</i>
<i>Tim Witt</i>	<i>GIS Analyst</i>
<i>Jason Knight</i>	<i>GIS Analyst</i>
<i>Jaqueline Reich</i>	<i>GIS Analyst</i>
<i>Susan Luke</i>	<i>MSAG Coordinator</i>

8. 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:

County:
Title: 911/Communications Section Chief
Dept: Alachua County Fire Rescue
PO Box: 5038
Gainesville, FL., 32627-5038

Professional:
Akimeka
ATTN: Contracts Manager
901 North Lake Destiny Rd Suite 151
Maitland FL 32751

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

9. Default and Termination.

- 9.1. 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 Chief, Fire Rescue 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.
- 9.2. 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, 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.
- 9.3. 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.

10. Project Records.

10.1. General Provisions:

- 10.1.1. 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.

- 10.1.2. In accordance with §119.0701, Florida Statutes, the Professional or Contractor (referred hereinafter in all of the "Project Records" section collectively as "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 or Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 10.1.3. Contractor 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.

10.2. Confidential Information:

- 10.2.1. During the term of this Agreement or license, 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."
- 10.2.2. 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 or seek 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 or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

- 10.3. **Project Completion:** Upon completion of, 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 Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

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

IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE E-MAIL: PublicRecordsRequest@alachuacounty.us PHONE:352-264-6906 ADDRESS:12 SE 1st St. – 2nd Floor, Gainesville, Fl. 32601

11. **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.
12. **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 **Exhibit "3."** 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"**.
13. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
14. **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.

15. Indemnification

- 15.1. The Professional agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes

of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Professional further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if their (claims, etc.) are groundless, false, or fraudulent. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its sub-Professionals, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Professional.

15.2. 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.

16. **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. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.
17. **Assignment of Interest.** Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.
18. **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.
19. **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.
20. **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.
21. **Conflict of Interest.** The Professional warrants that neither it nor any of its employees have

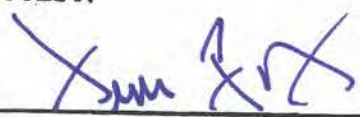
any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

22. **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.
23. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
24. **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
25. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
26. **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.
27. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
28. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.
29. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
30. **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.
31. **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.
32. **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: 8/25/2020

ATTEST:

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

APPROVED AS TO FORM

Alachua County Attorney's Office

ATTEST (By Corporate Officer)
By: _____
Print: _____
Title: _____

PROFESSIONAL
By: 
Print: Jenna Harrison
Title: Contracts Manager
Date: 07/16/2020

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 CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

*Sworn and subscribed before me
this 16th day of July 2020 by
Jenna Harrison.*

Michelle Sheffield

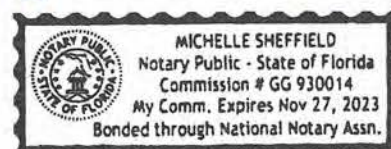


EXHIBIT 1: Scope of Services

1. Scope of Service Overview

- 1.1 This scope of services is not in order and the Professional may accomplish each in any order that best meets the Professionals opinion as the best method of accomplishing each need.
- 1.2 Section 5, Method of Payment, includes four deliverables with a payment associated with each deliverable. Below are four deliverables and each of the other listed requirements must be met and were detailed in the release of RFP # 20-948. The County is aware that each deliverable contains work product contained within another deliverable and that accomplishing a given deliverable will include work contained within another deliverable.
- 1.3 Assess, evaluate, diagnose, compare, correct, review, and analyze the County maintained GIS data, the MSAG, and the ALI database. The Professional must work with Intrado to remove telephone records within the Intrado database that are out of service or inactive. The Professional is not to merely capture the Intrado ALI data base and match the County GIS data to the Intrado ALI.
- 1.4 Update/correction of address points layer to match ALI. Adjust accordingly to achieve at least a 98% match.

2. Deliverables

2.1 Needs Analysis

2.1.1 Formal documentation of Alachua County's data, operational environment, and the Alachua County data processes, including an initial synchronization match report.

2.1.2 Formal documentation of Alachua County's data, operational environment, and the Alachua County data processes, including an initial synchronization match report;

2.1.3 Update/correction of road centerlines layer to match MSAG. Adjust accordingly to achieve at least a 98% match. Populate Parity Left and Parity Right data fields.

2.1.4 Reduce number of segments by merging road centerlines that do not need to be split (for example, merge segments if there is not a change in ESN/municipality).

2.2 Synchronizing data between the Master Street Address Guide (MSAG), the Automatic Location Identification (ALI), and Geographic Information System (GIS) databases.

2.2.1 Validating and correcting data in the MSAG, ALI, and GIS databases, to achieve a 98% match between all data.

2.3 Creation of Emergency Service Boundary layers for Fire, Law, and EMS response as outlined in NENA Standard for NG9-1-1 GIS Data Model (latest version). Creation of Provisioning Boundary as outlined in NENA Standard for NG9-1-1 GIS Data Model (latest version.) Ensure coincident edges of polygon with neighboring counties.

2.4 Topology cleanup: Line (road) segments shall be split on intersections, ESZ boundaries, and jurisdictional boundaries. Invalid dangle nodes should be removed. Coincident boundaries between polygons, eliminating gaps and overlaps. Coincident road network with road networks of seven (7) neighboring counties.

3 Additional Requirements

3.1 Provide monthly status reports describing all activity and progress during the performance period. Details within the reports will include any changes made to the MSAG, ALI, or GIS databases, as well as the summary of the impact of any changes. Reports will document the progress toward synchronization, including a synchronization report. Discuss coordination ideas to ensure daily work requests (new address and streets) are included and that the corrected GIS data is transitioned back into the County 911 Office working layers/SDE database.

3.2 As the Professional manipulates the County 911 Office GIS data, the 911 Office staff are also creating and editing data. The Professional must explain the coordination process between these two separate activities to avoid inconsistencies within any data fields.

3.3 Follow the guidance of NENA Information document 71-501, Synchronizing Geographic Information System Databases with MSAG & ALI Information Document.

3.4 Follow the guidance of NENA Standard document 006.1, NENA Standard for NG9-1-1 GIS Data Model.

3.5 Follow the guidance of Section 4 of NENA Standard document 005.1.1, NENA Standards for the Provisioning and Maintenance of GIS data to ECRF and LVFs.

3.6 No later than the 15th of every month, submit a detailed report on all work accomplished to include corrections made; the report must include historical history with percent values of corrections made.

3.7 Meet with the 9-1-1 Office GIS Analyst and Specialists at the Alachua County 911 Office face-to-face six (6) times a year, preferably every other month.

3.8 Notify the County 9-1-1 Coordinator via email at 911addressing@alachuacounty.us with all questions, concerns, comments, and recommendations; information to and from the Professional must be via email or at a meeting with recorded minutes.

3.9 Work on behalf of the County as it relates to corresponding and communicating with all service providers or vendors during the course of this agreement; the Professional is only permitted to act on behalf of the County on matters relevant to this agreement and cannot promise, encumber or agree to pay any service provider any amount of County funds.

3.10 Assist with the preparation of any and all reports to the E911 Board which are associated with the Spring 2020 State Grant Program from which this project is funded.

3.11 Conduct field research of any portion of Alachua County in which there is a question or uncertainty about the addressing, parity, roadway naming/numbering, roadway geometry, etc.

3.12 Accomplish all of the stated proposals as submitted by Akimeka within response to RFP # 20-948.

EXHIBIT 2: Duties of The County

- 1 Respond to all requests from the Professional in a timely manner
- 2 Submit all invoices for payment within three (3) work days of receipt
- 3 Provide all GIS data to the Professional that is under the control and management by the County
- 4 Assist the Professional in acquiring data from service providers and vendors; the primary role of acquiring data from service providers and vendors is the responsibility of the Professional

EXHIBIT 3: Insurance Requirements

TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

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

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.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

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.

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.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

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

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

EXHIBIT 3-A: Certificate of Insurance

EXHIBIT 4: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Corporate Name:

Address

City/State/Zip

Phone Number

Point of Contact _____

Project Description:

PROFESSIONAL

ATTEST (By Corporate Officer)

By: _____

Print: _____

Title: _____

By: Jenna Harrison

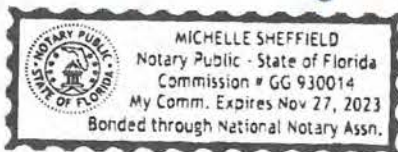
Print: Jenna Harrison

Title: Contracts manager

Date: 7/16/2020

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

*Sworn & subscribed before me this
16th day of July 2020 by Jenna Harrison.*



Michelle Sheffield