

**PROFESSIONAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY &
KITTELSON & ASSOCIATES, INC. FOR COUNTYWIDE BICYCLE PEDESTRIAN MASTER
PLAN NO. 14136**

This Professional Services Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and KITTELSON & ASSOCIATES, INC., a Foreign for Profit which is authorized to do business in the State of Florida ("Professional"), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County publicly issued RFP 23-426 seeking qualified professionals to develop a Countywide Bicycle Pedestrian Master Plan; and

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

WHEREAS, the County will be funding this Agreement with funds provided by the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area (MTPO); and

WHEREAS, the Professional is willing to provide certain services to the County and to comply with requirements that may be imposed by the MTPO; and

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

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

1. **Recitals.** The foregoing recitals are incorporated herein.
2. **Scope.** In accordance with the terms and conditions of this Agreement, Professional agrees to develop a Countywide Bicycle Pedestrian Master Plan, as more particularly described in the Scope of Services attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. Professional acknowledges that time is of the essence completing the Services. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term.** This Agreement is effective on the day the last Party signs it and continues until September 30, 2025 unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for 2 additional 2 year term(s).
4. **Qualifications.** By executing this Agreement, Professional makes the following representations to County:
 - A. Professional is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to act as a professional and to provide the Services during the term of this Agreement.
 - B. Professional will perform the Services with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such Services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Professional will, at his/her own cost and expense, re-do the Services to correct the deficiency, and Professional shall be responsible for any and all consequential damages to the County arising from the deficiency.
 - C. Professional is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed, or constructed.

D. Professional will coordinate, cooperate, and work with any other consultants and contractors retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining other professionals for similar or same Services or from independently performing the Services provided under this Agreement on its own.

5. **Payment.**

A. The County will pay and Professional will accept, for the timely and complete performance of the Services described in this Agreement an amount not to exceed \$254,700.00, based on the rates or pricing contained in the Payment Schedule attached hereto as **Exhibit "2"** and incorporated herein by this reference.

B. As a condition precedent for any payment, Professional must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Professional's invoice must describe the Services rendered, the date performed [*and the time expended, if billed by hour*], and the person(s) rendering such Services. Professional's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the Services listed have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement and that the amount requested is currently due and owing. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants and subcontractors, will be paid in full. Professional shall submit invoices to the County at the following address, unless otherwise directed by the County:

Growth Management
10 SW 2d Avenue
Gainesville, FL 32601

D. The County will make payment to Professional for amounts properly invoiced, as set out below, and in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

E. If the County has reasonable cause to suspect that any representations of Professional relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Professional until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.

F. The County's performance and obligation to pay under this Agreement is contingent upon , the total release of authorized appropriations and receipt of such funds from the Florida Department of Transportation by the (MTPO).

G. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Professional agrees to cooperate with County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Services and as specifically required by the granting agency, and receiving no payment until all required forms are completed and submitted.

6. **Insurance.** Professional will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "3"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing

coverage of the type and in the amounts required is attached hereto as **Exhibit "3-A"**.

7. **Deliverables.** All project deliverables and documents are the sole property of County and may be used by County for stated purpose. Any modification of the project deliverables and documents without Professional's consent or reuse for any purpose other than the purpose stated in this Agreement shall be at the County's sole risk. Any and all deliverables required by this Agreement to be prepared by Professional, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Professional represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Professional's representations pertaining to the deliverables.

8. Prohibited Interested

- A. Neither the Professional nor any of its subcontractors, shall enter into any contract, subcontract or arrangement in connection with the project or any property included, or planned to be included in the project, in which any member, officer or employee of the Professional or the County during his/her tenure for one (1) year thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires, or had acquired prior to the beginning of his/her tenure, any such interest, and if any interest is immediately disclosed to the Professional, the Professional with prior approval of County, may waive the prohibition contained in this paragraph, provided, that any such present member, officer or employee shall not participate in any action by the Professional or the County relating to such contract, subcontract or arrangement.

The Professional shall insert in all subcontracts entered into in connection with the project, or any property included or planned to be included in any project, the following provision:

"No member, officer or employee of the Professional either during his or her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between the Professional and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- B. No Member or delegate to the Congress of the United States shall be admitted to any share, or part of this Agreement, or any benefit arising therefrom.
- C. The Professional warrants that it 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 it 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.
- D. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or Professional under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

9. Subcontracts

- A. Except as otherwise authorized in writing by the County, the shall not execute any contract or obligate itself in any manner requiring the disbursement of funds with any third party with respect to the project without the written concurrence of the County. The County, in coordination with the MTPO, specifically reserves the right to review the qualifications of any subcontractor or contractor and to approve or disapprove the employment of the same after the subcontractor is selected but before a subcontractor contract is executed.
- B. If, after receiving written approval by the County, the Professional subcontracts any or all of the work required under this Agreement, the Professional agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the County.
- C. The Professional agrees to include in the subcontract that the subcontractor shall hold the County and MTPO harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- D. If, after receiving written approval by the County, the Professional subcontracts, a copy of the executed subcontract must be forwarded to the County within ten (10) calendar days after execution.
- E. It is understood and agreed by the Parties hereto that participation by the County in a project with a Professional, where said project involves a Professional contract for engineering, architecture or surveying services, is contingent on the Professional complying in full with provisions of Section 287.055, Florida Statutes, Professionals' Competitive Negotiation Act. (CCNA) As a further condition, the Professional will involve the County in the subcontractor Selection Process for all projects. In all cases, the Professional's Attorney shall certify to the County that selection has been accomplished in compliance with the Professional's Competitive Negotiation Act.
- F. As required by 49 Code of Federal Regulations 26.13, the Professional shall not discriminate on the basis of race, color, national origin, religion, gender, age or disability in the award and performance of any United States Department of Transportation-assisted contract or in the administration of its Disadvantaged Business Enterprise program or the requirements of 49 Code of Federal Regulations Part 26. The Professional shall take all reasonable and necessary steps under 49 Code of Federal Regulations Part 26 to ensure nondiscrimination in the award and administration of United States Department of Transportation-assisted contracts.
- G. The Professional shall utilize the United States Department of Homeland Security's
- H. E-Verify system to verify the employment eligibility of all new employees hired by the Professional during the term of the contract. The Professional shall also expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

9. Nondiscrimination The County in accordance with Title VI of the Civil Rights Act of 1964 and other federal, state and local nondiscrimination authorities hereby notices all bidders that it will affirmatively insure that in any contract entered into pursuant to any advertisement soliciting contractual services, minority business enterprises will be afforded full opportunity to submit bids in response to any such invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, familial status, religious status, marital status, sexual

orientation or gender identity in consideration for an award.

During the performance of this Agreement, the Professional, for itself, its assignees and successors in interest agrees, as follows:

- A. **Compliance with Regulations:** The Professional shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- B. **Nondiscrimination:** The Professional, with regard to the work performed during this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, familial status, religious status, marital status, sexual orientation or gender identity in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Professional shall not participate either directly or indirectly in the discrimination prohibited by 49 Code of Federal Regulations 21.5 of the Regulations, including employment practices when the contract covers a program set forth in 49 Code of Federal Regulations Part 21, Appendix A.
- C. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by competitive bidding or negotiation by the Professional for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the Professional of the Professional's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, familial status, religious status, marital status, sexual orientation or gender identity.
- D. **Information and Reports:** The Professional shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the County, the Florida Department of Transportation, the Federal Highway Administration or the Federal Transit Administration to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a Professional is in the exclusive possession of another who fails or refuses to furnish this information, the Professional shall so certify to the Florida Department of Transportation, the Federal Highway Administration and the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the Professional's noncompliance with the nondiscrimination provisions of this Agreement, the County shall impose such sanctions as it, the Florida Department of Transportation, Federal Highway Administration or the Federal Transit Administration may determine to be appropriate, including, but not limited to: withholding of payments to the Professional under this Agreement until the Professional complies; and/or cancellation, termination or suspension of this Agreement, in whole or in part.
- F. **Incorporation of Provisions:** The Professional shall include the provisions of paragraphs (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Professional shall take such action with respect to any subcontract or procurement as the County, the Florida Department of Transportation, the Federal Highway Administration or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Professional becomes involved in, or is threatened

with, litigation with a subcontractor or supplier as a result of such direction, the Professional may request the County to enter into such litigation to protect the interests of the County and, in addition, the Professional may request the United States to enter into such litigation to protect the interests of the United States.

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

11. **Default and Termination.**

- A. This Agreement may be terminated by the written mutual consent of the parties, provided that the Professional shall be reimbursed for all actual costs incurred in providing services pursuant to this Agreement.
- B. If the Professional shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the County shall have the right, without liability, to terminate this Agreement within ten (10) calendar days after giving written notice to the Professional of such termination.

In the event the Professional substantially or materially fails to fulfill its obligations under this Agreement, in advance of terminating the contract for default, the County shall issue a formal written notice stating the basis for termination and providing a reasonable opportunity for the Professional to cure and correct the deficiencies in its contract performance within ten (10) calendar days after first being informed of the basis for the contract termination. If after the cure notice period, the Professional fails to fulfill in a timely and proper manner its obligations under this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the other Party of such termination, the basis thereof and specifying the effective date of such termination, which shall in no event precede the cure notice period.

In the event of contract termination for whatever reason, costs incurred in providing services under the contract prior to the effective date of the termination shall be reimbursable. It is understood that this reimbursement shall include a fair and reasonable fee.

- C. Notwithstanding the above, the Professional shall not be relieved of liability to the County by virtue of any breach of contract by the Professional. The County may withhold any payments to the Professional for purpose of set-off until such time as the exact amount of damages due the County from the Professional is determined.
- D. Either party may terminate this Agreement without cause by providing fifteen (15) calendar days written notice to the other, provided that the Professional shall be reimbursed for all actual costs incurred in providing services pursuant to this Agreement.
- E. In the event funds to finance this contract become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours written notice to the Professional. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt, the County shall be the final authority as to the availability of funds. In the event it becomes necessary to cancel this Agreement due to lack of availability of funds, the Professional will be reimbursed for its incurred costs up to the date of Agreement termination. The reimbursement for these costs shall be inclusive of a fair and reasonable fee.

12. **Indemnification.** **TO THE EXTENT ALLOWED UNDER FLORIDA STAT. §725.08 PROFESSIONAL HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, AND EMPLOYEES,**

(COLLECTIVELY “ALACHUA COUNTY”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING REASONABLE ATTORNEYS’ FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE TO THE EXTENT CAUSED BY A NEGLIGENT ACT, ERROR OR OMISSION OF PROFESSIONAL OR PROFESSIONAL’S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM PROFESSIONAL’S ENTRY ONTO ALACHUA COUNTY’S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. 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, 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.

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

To Professional:

To County:

851 SW 6TH AVE
PORTLAND, OR 97204

Growth Management
10 SW 2d Avenue
Gainesville, FL 32601
amos@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

12. **Standard Clauses.**

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

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Professional does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Professional or keep and maintain public records required by the County to perform the Services.

If Professional transfers all public records to the County upon completion of the Agreement, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the Agreement, Professional shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

5. 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.

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

B. Confidential Information. During the term of this Agreement, Professional may claim that some of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Professional. County will promptly notify Professional in writing if the County receives a request for disclosure of Professional's Confidential Information. Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Professional's Confidential Information in a manner not contemplated by this Agreement. Professional shall investigate, handle, respond to, and defend, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Professional is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Professional shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the

provisions of this paragraph shall continue to survive. Professional releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information.

1. The Professional agrees to maintain adequate financial procedures and adequate support documents to account for the expenditure of funds under this Agreement.

2. These records shall be available at all reasonable times for inspection, review or audit by the County, MTPO and State of Florida personnel at the location where such records are stored and maintained by the Consultant. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

3. The Professional shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of six (6) years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the six-year (6-year) period, the records shall be retained until the litigation or audit findings have been resolved.

4. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and post audit thereof.

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

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

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

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

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

K. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Professional breaches this provision, the County has the right to termination this Agreement without liability, and at the County's

discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

L. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, pandemics, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

M. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

N. Collusion. By signing this Agreement, Professional declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

O. Counterparts. This Agreement may be executed in any number of and by the Parties on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

P. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

Q. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manual written or electronic signature, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

R. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

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

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

PROFESSIONAL

DocuSigned by:
By: Jennifer Musselman
Print: Jennifer Musselman
Title: Associate Engineer
Date: 6/13/2024

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

Mary C. Alford, Chair
Board of County Commissioners
Date: _____

ATTEST

APPROVED AS TO FORM

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

Alachua County Attorney's Office

Exhibit 1: Scope of Services



400 North Tampa Street, Suite 1360
Tampa, FL 33602
P 813.556.6970

EXHIBIT 1: SCOPE OF SERVICES

1. PROJECT PURPOSE

The purpose of the Alachua Countywide Bicycle-Pedestrian Master Plan is to make walking and biking attractive transportation choices for residents and visitors of all ages and abilities. It aims to do so through the creation of goals, policies, programs, and projects that will make walking and biking safer, more comfortable, and more convenient. This scope of work envisioned to accomplish the project purpose includes the following tasks:

2. PROJECT TASKS

- Task 1. Project Administration
- Task 2. Community Outreach
- Task 3. Goals and Policies
- Task 4. Programs
- Task 5. Data Collection and Development
- Task 6. Network and Project Development
- Task 7. Project Prioritization
- Task 8. Countywide Bicycle Pedestrian Master Plan

Task 1. Project Administration

Task 1.1 Project Kick-off Meeting with the County

The County will hold a kick-off meeting with the Professional team to discuss communication, procedures, and Project expectations, including invoicing, quarterly reporting, and all other relevant Project information.

The Professional will prepare and distribute an agenda prior to the meeting and will provide meeting notes. Kittelison will share a draft schedule before the meeting and submit a revised schedule based on feedback during the meeting.

Task 1.2 General Project Administration

The Professional will manage all aspects of the Project, including managing the Professional team and all work products, and ensuring adequate Project progress. As part of this task the Professional will participate in monthly, virtual meetings with the Agency.

Task 1.3 Project Management

The Professional will be responsible for maintaining a joint-access, web-based repository of Project-related documents, including schedules, meeting minutes, contact lists, resources, photos, and other key documents.

In addition, the Professional will be responsible for monthly invoices, assuming an 18-month schedule. Invoices will be prepared in a format preferred by the County.

Kittelison & Associates, Inc.

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EXHIBIT 1: SCOPE OF SERVICES

Task 1.4 Agency Working Group

The Professional will work with the County to organize and develop an Agency Working Group, comprising relevant staff from the three respective agencies, as well as external agencies (e.g., FDOT, Alachua County Public Schools, etc.). The Professional will prepare a draft list of agency participants as part of the Task 1.1 kick-off meeting. The Agency will have the final say in who participants in the working group. The Professional will maintain a database of working group member contacts and will update it throughout the project if group members change.

The Professional will share information on various phases of the Project – for example draft recommendations – and solicit feedback as appropriate. The Working Group will meet up to two (2) times to review documents or to provide guidance regarding the direction of the Project. The first meeting is anticipated to focus on defining the project goals and understanding the key needs for active transportation throughout Alachua County. The second is anticipated to focus on gathering feedback on the proposed routes, prioritization process, and key recommendations from the project.

Task 1. Deliverables

Task	Deliverables
1.1	a. Kick-off meeting agenda, minutes, and meeting materials b. Schedule
1.2	a. Progress meeting agendas and summaries
1.3	a. Project Management Document Repository b. Monthly Invoicing Reports
1.4	a. Agency Working Group – contacts, coordination, and minutes

Task 2. Community Outreach*Task 2.1 Project Webpage, Online Survey, and Social Media*

While the full list of strategies will be developed and vetted in Task 2.1, the Professional shall support the County in developing a Project webpage and social media presence for the Project. The County will host the Project webpage on its website. The Professional will develop content for the County to post. The webpage will feature links to Project deliverables and Project outreach elements (surveys, comment forms, etc.), and will feature a web-mapping application, where users can identify challenges and opportunities for walking and biking within the County.

The Professional will develop a project flyer including a QR code directing users to the website.

The Professional will provide one social media posts for each public outreach round (up to three total) to advertise the workshops and surveys.

Task 2.2 Public Workshops

Kittelton & Associates, Inc

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EXHIBIT 1: SCOPE OF SERVICES

The Project will feature a hybrid of traditional public workshops and web-based input at three phases over the life of the Project. Workshops will be advertised using a multimedia approach and will feature bilingual materials.

The Professional will attend and provide materials for the meetings which may include traditional presentations and project boards Web-based input shall utilize the previously mentioned web-based mapping tool as well as online survey.

- A. The first phase will focus on identifying challenges and opportunities for walking and biking based on input from residents and stakeholders, and will inform the development of the subsequent recommendations
- B. The second round of outreach, approximately 6 months later, will present a series of draft recommendations – for Goals, Policies, Programs and Projects Locations – for input
- C. The third round of outreach, approximately 6 months after the second round, will present the complete Countywide Bicycle-Pedestrian Master Plan and accept minor revisions to enable the adoption of the Plan by the partner agencies.

The Professional will prepare presentations to the Bicycle and Pedestrian Advisory Board (BPAB) prior to the first and second public workshops. The Agency will make the presentation. This scope does not include participation from the Professional in the BPAB meeting.

Task 2.3 Ongoing Community Events

The Professional will support County-led outreach community events to increase awareness of the Countywide Bicycle-Pedestrian Master Plan, identify issues, and solicit feedback. The Professional will prepare flyers and hard copies of surveys for the Agency to distribute. The Professional will identify up to 15 community events spread across the County for the Agency to consider. Final events will be determined by the County.

The Professional will attend up to two community events.

Task 2.4 Community Outreach Tech Memo

The Professional will produce a draft and final technical memorandum summarizing all community outreach tasks.

Task 2. Deliverables

Task	Deliverable
2.1	a. Project webpage, web-map b. Flyer, social media posts (3)
2.2	c. Community workshop materials, including meeting notices and exhibits d. Summary of comments received
2.3	e. Ongoing Community Events summary (from comment cards, map annotations, etc.)
2.4	f. Draft and final technical memorandum regarding outreach tasks

Task 3. Goals and Policies

Task 3.1 Existing Goals and Policies

The Professional will identify key goals and policies that have the potential to increase bicycle/pedestrian mode share and safety. Example goals include bicycle/pedestrian mode share goals, Level of Service goals (XX% residents live within X mi of an 'All Ages and Abilities' (AAA) facility), and safety goals. Example policies may pertain to network density, bicycle/pedestrian functional classification, context-based facility recommendations, mid-block crossings, active transportation-transit integration, and equity. The Professional and County Staff will then work together to identify the existence of such goals and policies within adopted plans. This deliverable will likely take the form of a questionnaire.

Task 3.2 Recommend New and/or Revised Goals and Policies

The Professional will recommend new or revised goals and policies that have the potential to increase bicycle/pedestrian mode share and safety. It should be noted that context-sensitive goals and policies may be required due to the diversity of contexts within the County.

Task 3.3 Goals and Policies Tech Memo

Draft and final technical memorandum, including a summary of existing and recommended goals and policies.

Task 3. Deliverables

Task	Deliverable
3.1	a. Existing goals and policies questionnaire
3.3	a. Draft and final technical memorandum regarding goals and policies

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Task 4. Programs

This Task proposes a streamlined approach to this standard task, tasking the Professional with identifying the most impactful programs, enlisting the support of County staff to verify existing programs, and tasking the Professional with recommendations.

Task 4.1 Existing Programs (the 6 'E's)

The Professional will identify a limited suite of targeted, high-impact programs (i.e., Education, Encouragement, Engineering, Enforcement, Evaluation, and Equity) that have the potential to increase bicycle/pedestrian mode share and safety. The Professional and County staff will then work together to identify the existence of such programs. This deliverable will likely take the form of a questionnaire.

Task 4.2 Recommend Programs

The Professional will recommend a limited suite of targeted, high-impact programs (no more than 5). For all Programs proposed, the Professional will identify specific objectives, measures of success, potential staff lead(s), and schedules.

Task 4.3 Programs Tech Memo

Draft and final technical memorandum, including an overview of existing and recommended programs.

Task 4. Deliverables

Task	Deliverable
4.1	a. Existing programs questionnaire
4.3	a. Draft and final technical memorandum regarding programs

Task 5. Data Collection and Development*Task 5.1 Data Collection*

- A. The Professional will use functionally classified road data, provided by the County, as the basis for all mapping and analysis, and will append to this data relevant vehicular, transit, bicycle, and pedestrian data. These data will be further classified by type (e.g., bike lane, buffered bike lane, cycle track), status (i.e., existing, planned) and conformance with standards (i.e., sufficient, deficient).
- B. Sources for transportation data include but are not limited to Geographic Information System datasets maintained by public agencies, the Alachua Countywide Bicycle Master Plan (2001), Alachua Countywide Bicycle Master Plan addendum (2004); Archer Braid (2006), Florida Department of Transportation Bike Gaps Study (2018), 2045 Long-Range Transportation Plan, Alachua County Comprehensive Plan, City of Gainesville Comprehensive Plan, and the University of Florida Campus Master Plan and Transportation & Parking Strategic Plan.

- C. In addition to the infrastructure-related data listed, the Professional will gather readily available transit stop boarding/alighting data and Signal4 crash data. The Professional will provide maps and GIS files of data collected for County review and revision.

Task 5.2 Additional Data Development

In coordination with the County, the Professional will scope analysis methodologies to develop the pedestrian and bicycle networks. Likely analyses will include bicycle/pedestrian demand, safety, comfort (i.e., Level of Traffic Stress (LTS) and Level of Pedestrian Comfort), equity, and community support. Based on methods determined, the Professional is likely to need to obtain or develop the following data – or use acceptable proxy sources:

- A. American Communities Survey (ACS) Data
- B. Equity Data: FHWA’s Historically Disadvantaged Communities index (or similar)
- C. Land Use Data: School, Park, Civic, Commercial, Employment, and Health Care
- D. Roadway Data: Posted Speed, AADT, Number of Lanes
- E. Origin/Destination Data

The consultant will develop data utilizing a desktop review, readily available tools such as Replica, and one half- or full-day field review.

The Professional will provide maps and GIS files of data developed for County review and revision.

Task 5.3 Data Tech Memo

The Professional will produce a technical memorandum, including maps and process diagrams, outlining the data collected and developed for this master plan.

Task 5. Deliverables

Task	Deliverable
5.1	a. Draft digital maps and GIS files of data collected
5.2	a. Memorandum regarding proposed analysis methodologies b. Draft maps and GIS files of data developed
5.3	a. Draft and final technical memorandum regarding the data collection and development processes

Task 6. Network and Project Development

This task will vary by jurisdiction, with greater development of bicycle and pedestrian networks (i.e., new projects) scoped for Alachua County. The City of Gainesville and University of Florida will primarily refine their existing and planned bicycle and pedestrian networks through gap

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closure/connectivity analysis and community input, except as may be provided for in a separate UF Campus Bicycle Master Plan Scope of Work.

Task 6.1 Identify Development Contexts

The Professional will identify unique contexts (no more than 3) within the County for which they will develop bicycle and pedestrian networks and projects. These contexts will be based on available existing / future land use and transportation network GIS data identified in Task 5.

Task 6.2 Develop Bicycle and Pedestrian Networks

The goal of this task is to develop the bicycle and pedestrian networks using a grid-type system, that provides cyclists and pedestrians with reasonably spaced streets and trails, encouraging walking and biking to key destinations around the County. This method will identify existing and planned routes, as well as new ones, and will vary by context as described in Task 6.1.

Task 6.3 Analysis & Network Refinement

The Professional will perform analysis methodologies, approved in Task 5.2, to further develop the pedestrian and bicycle networks, and to prioritize projects within Task 7. Likely analyses will include bicycle/pedestrian demand, safety, comfort (i.e., Level of Traffic Stress (LTS) and Level of Pedestrian Comfort), gap closure/connectivity, equity, and community support.

- A. In the case of Alachua County's network, analyses may lead to changes to the networks (identification of new or modified routes).

- B. In the case of the City of Gainesville and the University of Florida, analyses will largely serve an informational purpose, with any network changes (new or modified routes) informed by gap closure/connectivity analysis and community input.

Task 6.4 Develop Projects, including Cost Estimates and ROW Needs

The Professional will use information gleaned from Task 6.3 (Analysis & Network Refinement), as well as best practices in 'All Ages and Abilities' bicycle and pedestrian design, to make facility type determinations. Professional will also develop "planning level" (per mile and/or unit) cost estimates and identify any right-of-way acquisition requirements associated with each project. Cost estimates should include potential intersection treatments based on context characteristics (intersection typologies), particularly any minor street crossings of major streets.

Task 6.5 Network and Project Development Tech Memo

The Professional will produce a technical memorandum, including relevant maps and process diagrams, to describe the development of the bicycle and pedestrian networks and projects.

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Task 6. Deliverables

Task	Deliverable
6.1	a. Draft methodology for identifying development contexts
6.2	a. Draft methodology for developing bicycle and pedestrian networks
6.3	a. Draft methodology for analysis and network refinement
6.4	a. Draft methodology for project development b. Develop (per mile or unit) cost estimates c. Identify right-of-way needs
6.5	a. Draft and final technical memorandum regarding network and project development

Task 7. Project Prioritization*Task 7.1 Develop Project Prioritization Methodology*

Professional will work with the County to develop a two-tier methodology for prioritizing projects within the bicycle and pedestrian networks. Preliminary inputs may mirror those used to analyze potential bicycle and pedestrian projects (bicycle/pedestrian demand, safety, comfort (i.e., Level of Traffic Stress (LTS) and Level of Pedestrian Comfort), equity, and community support). Secondary inputs will include feasibility factors, namely cost and right-of-way acquisition requirements.

Task 7.2 Perform Project Prioritization

Professional will perform project prioritization according to the two-tier method described above.

Task 7.3 Project Prioritization Tech Memo

Professional will produce a memorandum describing the project prioritization processes and including lists of prioritized bicycle and pedestrian projects. Two separate lists will be produced, one of projects within the City of Gainesville and the Urban Cluster and one of projects outside the Urban Cluster, and will include per mile / per treatment based cost estimates, mapping, and potential funding sources. Projects may be further categorized (e.g., by facility type, development context, etc.), if agreed upon by the Professional and County.

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Task 7. Deliverables

Task	Deliverable
7.1	a. Draft project prioritization methodology
7.3	a. Draft and final technical memorandum regarding project prioritization

Task 8. Countywide Bicycle Pedestrian Master Plan*Task 8.1 Presentations to relevant boards*

The Professional will prepare a final summary presentation that may be given to the Alachua County Board of County Commissioners, City of Gainesville Commission, University of Florida Parking and Transportation Advisory Committee, and the Metropolitan Transportation Planning Organization (MTPO) Board. The Professional will attend up to two presentations.

Task 8.2 Master Plan Document

The Professional will produce an executive summary style document with key points from the previous technical memoranda. The compilation of all previously produced technical memoranda with be included as appendices. In full, it will include the following sections:

- A. Executive Summary
- B. Community Outreach
- C. Goals and Policies
- D. Programs
- E. Data Collection and Development
- F. Network and Project Development
- G. Project Prioritization
- H. Documentation of Board Approvals/Adoptions

The Professional will incorporate two rounds of comments from the Agency. If feedback is requested from outside the Agency project management team, the Agency will consolidate comments with a single direction for the Professional.

Task 8. Deliverables

Task	Deliverable
8.1	a. Presentations at relevant boards, including preparation, attendance, and documentation
8.2	a. Draft and final Master Plan Document

Exhibit 2: Payment Schedule**Alachua Countywide Bicycle Pedestrian Master Plan - Payment Schedule**

Task	Description	Fee
1	Project Administration	\$34,300
1.1	Kick-Off	\$3,500
1.2	General Project Administration	\$8,800
1.3	Project Management	\$4,500
1.4	Agency Working Group (2)	\$17,500
2	Community Outreach	\$53,700
2.1	Project Webpage, Online Survey, and Social Media	\$10,700
2.2	Public Workshops (3)	\$30,400
2.3	Ongoing Community Events	\$6,500
2.4	Community Outreach Tech Memo	\$6,100
3	Goals and Policies	\$9,100
3.1	Existing Goals and Policies	\$2,200
3.2	Recommended New and/or Revised Goals and Policies	\$5,000
3.3	Goals and Policies Tech Memo	\$1,900
4	Programs	\$8,500
4.1	Existing Programs (the 6 E's)	\$1,800
4.2	Recommend Programs	\$4,900
4.3	Programs Tech Memo	\$1,800
5	Data Collection and Development	\$41,300
5.1	Data Collection	\$14,500
5.2	Additional Data Development	\$17,700
5.3	Data Tech Memo	\$9,100
6	Network and Project Development	\$70,000
6.1	Identify Development Contexts	\$4,400
6.2	Develop Bicycle and Pedestrian Networks	\$19,700
6.3	Analysis & Network Refinement	\$7,800
6.4	Develop Projects, including Cost Estimates and ROW Needs	\$30,600
6.5	Network and Project Development Tech Memo	\$7,500
7	Project Prioritization	\$12,500
7.1	Develop Project Prioritization Methodology	\$3,300
7.2	Perform Project Prioritization	\$5,700
7.3	Project Prioritization Tech Memo	\$3,500
8	Countywide Bicycle Pedestrian Master Plan	\$15,800
8.1	Presentations to Relevant Boards	\$6,100
8.2	Master Plan Document	\$9,700
	Total Labor Cost	\$245,200
	Direct Expenses	\$9,500
	Total Cost	\$254,700

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.

CYBER LIABILITY COVERAGE (when applicable)

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

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

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 contact 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

DESCRIPTIONS (Continued from Page 1)

The General Liability and Automobile Liability policies includes an automatic Additional Insured endorsement that provides Additional Insured status to the Alachua County Board of County Commissioners, its officials, employees and volunteers only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General liability and Automobile liability policies contain a special endorsement with Primary and Noncontributory wording, when required by written contract.

Policy: AW2D78128706



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 1/1/2024	Countersigned By: <i>Jeaninne Ryan</i> (Authorized Representative)
Named Insured: KITTELSON & ASSOCIATES	

SCHEDULE

Name of Person(s) or Organization(s): BLANKET ADDITIONAL INSURED PER WRITTEN AGREEMENT, CONTRACT OR PERMIT
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

**COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CRS Commerce Center VI LC	114800 Commerce Dr Suite 450 Reston Va 20190
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY: AW2D78128706

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.
- b. The insurance afforded to such additional insured described above:
- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
- (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
- (b) Managers or lessors of premises if:
- (i) The occurrence takes place after you cease to be a tenant in that premises; or
- (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.