

## AGREEMENT BETWEEN COUNTY AND PROFESSIONAL SERVICES FIRM

This Agreement Between County and Professional Services Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Kimley-Horn and Associates, Inc.**, located at 421 Fayetteville Street, Suite 600, Raleigh, NC 24501 whose mailing address is 101 E. Silver Springs Blvd., Suite 400, Ocala, FL 34470, possessing FEIN# 56-0885615 (hereinafter referred to as "FIRM") under seal for the Utilities Engineering Design Support Services, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

### WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

**Section 1 – The Contract.** The contract between COUNTY and FIRM, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners shall be effective on the last signature date set forth below.

**Section 2 – The Contract Documents.** The Contract Documents are defined as this Agreement, the Specifications, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

**Marion County Solicitation #20Q-074 - Utilities Engineering Design Support Services, the Offer, Scope and/or Specifications, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, and Certificates of Insurance.**

**Section 3 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and FIRM.

**Section 4 - Term.** This Agreement shall be in effect through July 31, 2023. Two (2) additional annual renewals are available upon mutual agreement and approval by the Board. ("Term"). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Work associated with any Task Order may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work will proceed in a timely manner without delays.

**Section 5 – Scope of Services.** As per specifications and requirements of RFQ 20Q-074, FIRM shall provide complete Professional Services as stated in the Scope of Work, Exhibit A, hereto, "the Work." Individual projects shall be assigned to FIRM, as required by COUNTY (Task Orders), shall be of varied size and complexity and may include but not limited to those services outlined in the RFQ. Task Orders which exceed \$25,000 shall be subject to a separate contract (Task Order Agreement); those which exceed \$50,000 shall be additionally subject to final review and approval by the Board of County Commissioners (BCC). Task Orders will be in line with CCNA thresholds that are in effect at the time they are assigned. Smaller projects may be assigned a purchase order (PO) only, however a fee schedule and scope of work is required with each task assigned under this contract.

**Section 6 – Compensation.** COUNTY shall make payment, (the “Agreement Price”), to FIRM under COUNTY’s established procedure, and per the rate classification and hourly fee schedule identified below, upon completion of the Work.

Principal Engineer	\$200	Landscape Architect	\$95
Sr. Professional Engineer/ Sr. Project Engineer	\$185	Sr. Inspector	\$85
Project Engineer (registered) / Engineer III	\$140	Inspector	\$65
Staff Architect	\$150	Field Services Technician	\$45
Staff Environmental Engineer	\$120	Principal (Sr.) CADD Designer	\$95
Staff Construction Engineer	\$115	CADD Designer	\$85
Engineer Scientist / Engineer II	\$115	CADD Tech. / GIS Specialist	\$70
Engineer Intern / Engineer I	\$95	Permit Coordinator	\$40
Project Manager (Registered)	\$165	Clerical	\$45

There shall be no provisions for pricing adjustments during the Term. Not more frequently than monthly, unless otherwise agreed in writing by FIRM and COUNTY, shall FIRM submit an invoice to COUNTY requesting payment for services properly rendered and reimbursement for Reimbursable Expenses, if provided in the Contract Documents, due hereunder. FIRM's invoice shall describe with reasonable particularity each service rendered, the person(s) rendering the service, and their billing rate. FIRM's invoice shall be accompanied by reasonable documentation or data in support of Reimbursable Expenses for which reimbursement is sought as COUNTY may require. If payment is requested for services by FIRM, the invoice shall bear the signature of FIRM, which signature shall constitute FIRM's representation to COUNTY that the services indicated in the invoice have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all the obligations of FIRM covered by prior invoices have been paid in full, and that, to the best of FIRM's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to FIRM that payment of any portion thereof should be withheld. Submission of FIRM's invoice for final payment and reimbursements shall further constitute FIRM's representation to COUNTY that, upon receipt from COUNTY of the amount invoiced, all obligations of FIRM to others, including its consultants, incurred in connection with the Project, will be paid in full forthwith.

**Section 7 – Assignment.** FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

**Section 8 – Laws, Permits, and Regulations.** Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required, to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

**Section 9 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 10 – Books and Records.** FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel and records of Reimbursable Expenses. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

**Section 11 – Public Records Compliance**

**A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations | 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471**

**Phone: 352-438-2300 | Fax: 352-438-2309**

**Email: [publicrelations@marioncountyfl.org](mailto:publicrelations@marioncountyfl.org)**

- B. FIRM shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
  - Upon request from COUNTY's custodian of public records, provide 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 Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 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 and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
  - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

**Section 12 – Indemnification.** FIRM shall indemnify and hold harmless COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of FIRM or its employees, officers, or agents in performing the Work set forth herein. A bond for indemnification may be required.

**Section 13 – Insurance.** As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+. All policies must show the "Marion County, a political subdivision of the State of Florida" as an Additional Insured except for the workers compensation and professional liability policies. The COUNTY's Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to the Procurement Director's address, set forth herein, with policies for the following:

- **Business Auto Liability** with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.
- **Worker's Compensation** with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease. COUNTY need not be named as an Additional Insured, but a "**subrogation waiver endorsement**" is required.
- **General Liability** with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy a minimum of 5 years following completion of the Project. "Marion County, a political subdivision of the State of Florida" must be shown as additional insured.

- **Professional Liability** with limits of not less than \$1,000,000 per occurrence and \$2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of \$5,000,000. Projects \$5,000,000 or more will need to be reviewed by COUNTY's Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

**Section 14 – Independent Contractor.** In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

**Section 15 – Default/Termination.** In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all the work timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

**Section 16 – Damage to Property.** FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

**Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds.** The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 18 – Use of Other Contracts.** COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation/Agreement if it is in the best interest of COUNTY.

**Section 19 – Employee Eligibility Verification.** For those projects funded with State or Federal dollars, COUNTY will adhere to the practices set forth under the e-verification system, which is outlined in the clauses below. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement. By previously signing the ITB Acknowledgment and Addenda Certification Form and this Agreement, FIRM has agreed to perform in accordance with these requirements and agrees:

- A. To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program.
- B. To provide to COUNTY, within thirty (30) days of the effective date of this Agreement, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile"

- screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- C. To require each subcontractor that performs services under this Agreement to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this Agreement or within ninety (90) days of the effective date of the contract between FIRM and the subcontractor, whichever is later. FIRM shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to COUNTY upon request.
  - D. To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to COUNTY or other authorized state entity consistent with the terms of the Memorandum of Understanding.
  - E. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

**Section 20 – Force Majeure.** Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

**Section 21 – Truth in Negotiation.** FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted to exclude any significant sums by which COUNTY determines the Agreement Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one year following the end of this Agreement.

**Section 22 – Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final Agreement of the Parties and conclusive proof of such Agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**Section 23 – Scrutinized Companies.** Scrutinized Companies Lists: If the Agreement exceeds \$1,000,000.00 in total, not including renewal years, the Firm certifies they are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.473, F.S. and 215.4725, F.S. Pursuant to Sections 287.135(5), F.S. , and 287.135(3), F.S., the Firm agrees County may immediately terminate the Agreement for cause if the Firm is found to have submitted a false certification, or if the Firm is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of this Agreement.

**Section 24 – Authority to Obligate.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

**Section 25 - FIRM's Basic Duties.** By executing this Agreement, FIRM represents to COUNTY that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to COUNTY that it will maintain all necessary licenses, permits or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to COUNTY for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

**Section 26 - Bidding/Negotiation Services.** FIRM shall assist COUNTY or Construction Manager in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services performed in this phase include reviewing agency submittals and review for permitting.

**Section 27 - Construction Administration Services.** As a representative of COUNTY, FIRM in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the FIRM's operations, or as otherwise agreed with COUNTY to become generally familiar with and to keep COUNTY informed about the progress and quality of the portion of the Work completed. FIRM shall determine in general if the Work is being performed in a manner that would indicate that the Work, when fully completed, will be in accordance with this Agreement.

**Section 28 - COUNTY's Right to Withhold Payment.** In the event that COUNTY in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

**Section 29 - Use and Ownership of Documents.** The drawings, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of COUNTY. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by COUNTY or others. COUNTY shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

**Section 30 – Firm Conduct:** These Guidelines govern FIRM while doing work on COUNTY property, as well as FIRM's employees, agents, consultants, and others on COUNTY property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.

- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

**Section 31 – Notices.** Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Kimley-Horn and Associates, Inc.  
 101 E. Silver Springs Blvd., Suite 400, Ocala, FL 34470  
 CONTACT PERSON: Lewis Bryant | Phone: 352-438-3000

COUNTY: Marion County Utilities  
 c/o Marion County, a political subdivision of the State of Florida  
 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471

**A copy of all notices to COUNTY hereunder shall also be sent to:**

Procurement Services Director  
 Marion County Procurement Services Department  
 2631 SE 3rd St., Ocala, FL 34471

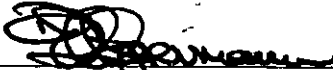
Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as [procurement@marioncountyfl.org](mailto:procurement@marioncountyfl.org). If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: [lewis.bryant@kimley-horn.com](mailto:lewis.bryant@kimley-horn.com) and [trey.clayton@kimley-horn.com](mailto:trey.clayton@kimley-horn.com). Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

**Section 32 – Law, Venue, Waiver of Jury Trial, Attorney's Fees.** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.

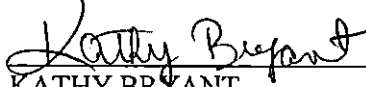
**Section 33 – Exhibits/Attachments.** The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Work**

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

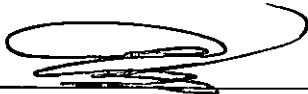
 7/21/2020  
DAVID R. ELLSPERMANN, DATE  
CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA


 7/21/2020  
KATHY BRYANT DATE  
CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


BCC APPROVED: July 21, 2020  
20Q-074 | Utilities Engineering Design Support Services

 8/12/2020  
for MATTHEW G. MINTER, DATE  
MARION COUNTY ATTORNEY

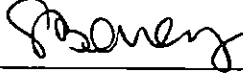
WITNESS:

  
SIGNATURE  
CARA ELLIOTT  
PRINTED NAME

KIMLEY-HORN AND ASSOCIATES, INC.

 7/27/2020  
BY: DATE  
Malcolm L. Bryant  
PRINTED:  
Vice President  
ITS: (TITLE)

WITNESS:

  
SIGNATURE  
Stacy Boney  
PRINTED NAME



**RFQ 20Q-074**  
**Utilities Engineering and Design Support Services**  
**SCOPE OF WORK**

Qualified engineering firms shall provide design support and consulting services, on an as-needed basis. It is the intent to award Firms a three (3) year initial term contract, with up to two (2) conditional and optional renewals of one (1) year each; total contract term shall not exceed five (5) years. Services may include but are not limited to:

- Hydraulic Modeling
- Pipeline Design
- Pump Station Design
- Utilities Construction Engineering Inspection Services
- Utility infrastructure condition assessment (pipelines, pump stations, etc.)
- FDEP, County, Water Management District, and other Utility-Related Permitting
- Wastewater Facility Operating Permit Renewals
- Preliminary Planning and Design of Water Treatment Plants
- Preliminary Planning and Design of Wastewater Treatment Plants
- Other General Utilities Engineering Services Support (review shop drawings, attend project status review meetings, approve Change Orders, pay applications, etc.)

Contracted firms will be subject to pairing with existing MCU-contracted firms for sub-consultant or subcontractor services in MCU's best interests, and at MCU's direction which may include: survey, geotechnical, electrical and instrumentation, SCADA, or other. Pre-existing contract services and rates will precede any sub-consultant the Firm may propose in its submittal; however Firms are invited to identify all professional support used to develop its qualifications package.

# Kimley»»Horn

## Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 17, 2019 and entered in the minutes of such meeting in the minute book of the corporation.

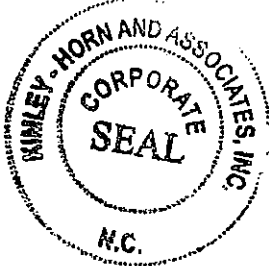
"The Board unanimously approved the contract signing authority of employees as presented."  
(Copies of the employee lists as presented are enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated: July 27, 2020

  
Richard N. Cook, Secretary

(corporate seal)



Kimley-Horn and Associates, Inc.  
FULL CONTRACT SIGNING AUTHORITY  
December 17, 2019

**ATLANTIC**

**BALTIMORE**

Falk, Katherine W.  
Kraft, Jonathan H.

**HOBOKEN**

Gibson, Adam T.

**NEWPORT NEWS**

Collins, Carroll E.

**NORTHERN VIRGINIA**

Byrd, Michael N.  
Carter, Erica V.  
Elman, Paul D.  
Giffin, Geoffrey D.  
Hall, Lori A.  
Kauppila, John L.  
Lefton, Steven E.  
Martin, Robert J.  
Musson, David B.  
Sauro, Thomas J.  
Stevens, Ross S.  
Whyte, Richard D.

**PHILADELPHIA**

Hughes, Paul W.

**PRINCETON**

Diggan, Tony W.

**RICHMOND**

Brewer, Brian J.  
Harmon, Amanda R.  
Hill, Corey  
Licklitter, Ashley C.  
McPeters, Brian A.  
Musarra, Salvatore J.  
White, Timothy E.

**VIRGINIA BEACH**

Chambers, Jon S.  
Crum, Katie E.  
France, William D.  
Holland, Kimberly R.  
Jucksch, Rebecca R.  
Mackey, William F.  
Marscheider, Edward A.  
Mertig, Karl E.  
Miller Edward W.  
Royal, Jack R.  
Votava Charles F.

**WHITE PLAINS**

Canning, Thomas J.  
Van Hise, Kevin

**CALIFORNIA**

**LOS ANGELES**

Blume, Robert D.  
Fares, Jean B.  
Kerry, Nicole M.  
Kyle, Gregory S.

Phaneuf, Alyssa S.

**OAKLAND**

Akwabi, Kwasi  
Dankberg, Adam J.

**ORANGE**

Adrian, Darren J.  
Gillis, Brian R.  
Matson, Jason B.  
Melchor, Jason J.  
Melvin, M. Pearse  
Phillips, Chad E.

**PLEASANTON**

Dean, Felicia C.  
Durrenberger, Randal R.  
Mowery, Michael C.  
Sowers, Brian E.

**SACRAMENTO**

Melvin, Enda  
Pittalwala, Fareed S.  
Weir, Matthew D.

**SAN DIEGO**

Barlow, Matthew T.  
Espelet, Leonardo E.  
Harry, Jennifer L.  
Kaltsas, Joseph D.  
Knapton, Michael J.  
Landaal, Dennis J.  
McComick, Matthew B.  
McWhorter, Samuel L.  
Podegracz, Anthony J.  
Ross, Michael S.

**SAN JOSE**

Hedayat, Leyla  
Meyerhofer, Peter N.  
Venter Frederik J.

**FLORIDA**

**BOCA-DELRAY**

Spruce, Michael D.  
Webber, Jason A.

**FORT LAUDERDALE**

Alam, Mudassar M.  
Capelli, Jill A.  
Falce, Christopher T.  
McWilliams, John J.  
Ratay, Gary R.  
Robertson, Stewart E.

**FORT MYERS**

Wicks, Amy N.

**JACKSONVILLE**

Brenny, Martin T.  
Mecca, Joseph P.  
Roland, George E.

**LAKELAND**

Bulloch, Kelly B.  
Lewis, Jason A.  
Wilson, Mark E.

**MIAMI**

Baldo, Burt L.  
Buchler, Aaron E.  
Campbell, David C.  
Collier, Julio A.  
Fernandez, Jorge L.

**OCALA**

● Bryant, M. Lewis ●  
Busche, Richard V.

**ORLANDO**

Chau, Hao T.  
Jackson, Jay R.  
Martin, Jonathan A.  
Mingonet, Milton S.  
Thigpen, Jonathan D.  
White, Wayne E.

**SARASOTA**

Klepper, B. Kelley  
Nadeau, Gary J.  
Pankonin, James R.  
Schmid, Seth E.

**ST. PETERSBURG**

Dodge, Dawn M.

**TALLAHASSEE**

Barr, Richard R.  
Sewell, Jon S.  
Wetherell, Ryan S.

**TAMPA**

Gilner, Scott W.  
Lee, Nathan Q.

**VERO BEACH**

Cave, Derrick B.  
Dalton, Edward T.  
Good, Brian A.  
Peed, Brooks H.  
Roberson, Kevin M.  
Stephens, Britt L.  
Thomas, Melibe S.

**WEST PALM BEACH**

Atz, John C.  
Barnes, R. Russell  
Heggen, Christopher W.  
Mufleh, Marwan H.  
Rapp, Bryan T.  
Schanen, Kevin M.  
Schwartz, Michael F.  
Sumislaski, James M.  
Walthall, David W.

**MID-WEST**

**CHICAGO**

**DOWNTOWN**

Dvorak, Jr., William E.  
Marnell, Colleen L.  
Morton, Jr., Arthur J.  
West, Craig L.

**CHICAGO**

**SUBURBAN**

Antony, Dean M.  
Heinen, Andrew N.  
Sjogren, Timothy

**COLUMBUS**

Muller, Justin M.

**INDIANAPOLIS**

Butz, Jr., William A.

**TWIN CITIES**

Bishop, Mark C.  
Coyle, Daniel J.  
Danielson, Paul B.  
Henderson, Benjamin J.  
Horn, Jon B.  
Leverett, Christopher C.  
Matzek, William D.  
Williamson, Sarah T.

**MOUNTAIN**

**DENVER**

Colvin, Scott W.  
Krell, Gabriel M.  
Phelps, Randall J.  
Rowe, Curtis D.  
Salvagio, Robin  
Turner, Meaghan M.  
Valentine, Brian W.  
Wilhelm, William R.

**LAS VEGAS**

Ackeret, Kenneth W.  
Colety, Michael D.  
Moles, Richard A.

**MESA**

Grandy, Michael L.  
Margetts, Sterling T.  
Walnum, Nathan C.

**PHOENIX**

Conrad, John R.  
Hermann, Michael J.  
Kimm, Kevin J.  
Kissinger, John C.  
Leistiko, David J.  
Mutti, Brent H.  
Noon, Lisa K.  
Omais, Ahmad A.  
Perillo, Adam C.  
Purtle, Vicki L.  
Schiller, Michael G.

Smalkoski, Brian R.  
Williams, Laura J.

**RENO**

O'Brien, Molly M.

**SALT LAKE CITY**

Johnson, Zachary A.

**TUCSON**

Crowther, Brent C.

**SOUTHEAST**

**ALPHARETTA**

Fanney, Lawson H.  
Hamilton, James R.  
James, Alvin B.  
Walker, John D.  
Webb, Floyd C.

**ATLANTA**

Newton, Gary T.  
Rushing, Michael L.

**ATLANTA MIDTOWN**

Bosman, Eric S.  
Fink, Kenneth L.  
Johnston, Sean P.  
Montanye, Emmeline F.  
Ross, Robert A.  
Stricklin, David L.

**CHARLESTON**

Guy, Jonathan R.  
Hume, Robert M.

**CHARLOTTE**

Blakley, Jr., Stephen W.  
Edwards, Matthew A.  
Taylor, Benjamin S.

**COLUMBIA**

Iser, Christopher M.

**DURHAM DOWNTOWN**

Beck, Chadwick W.

**MEMPHIS**

Collins, James F.  
Danley, Drake E.

**NASHVILLE**

Creasman, Brett R.  
Dufour, Zachary J.  
Rhodes, Christopher D.

**RALEIGH**

Adams, Richard C.  
Balltzglier, Lindsey  
Barber, Barry L.  
Cook, Richard N.  
Deans, Neil T.

Kimley-Horn and Associates, Inc.  
FULL CONTRACT SIGNING AUTHORITY  
December 17, 2019

Flanagan, Tammy L.  
Kuzenski, John  
McEntee, David L.  
Meador, Emily H.  
Nuckols, Charles A.  
Otto, James N.  
Rohrbaugh, Richard R.  
Sutter, Karl V.  
Venters, Samantha

**TEXAS**

AUSTIN

Boecker, Brian C.  
Mason, Sean R.  
Van Leeuwen, Andrew

DALLAS

Hall, James R.  
Harris, Mark E.  
Henigsman, Dean A.  
Hoppers, Kevin P.  
Nathan, Aaron W.  
Smith, Eric Z.  
Swindler, Roderick P.

FORT WORTH

Arnold, Scott R.  
Gary, Glenn A.  
James, Jeffery

FRISCO

Brignon, Brit A.  
McCracken, Paul D.

HOUSTON

Frysinger, Chris V.  
Guillory, Michael B.

LAS COLINAS

Ante, Louis N.  
Tribble, Guy B.

SAN ANTONIO

Farnsworth, Jeffrey A.

Kimley-Horn and Associates, Inc.  
STANDARD CONTRACT SIGNING AUTHORITY  
December 17, 2019

These persons have authority to sign contracts using unmodified Kimley-Horn forms (not client-drafted contracts).

**ATLANTIC**

**BALTIMORE**

Leffner, Nicholas

**NEWPORT NEWS**

Weist, Jamie H.

**NORTHERN VIRGINIA**

Albright, Michael R.  
Bollinger, Kyle T.  
Harris, Michael J.  
Kagawa, Ron M.  
McCray, Danielle R.  
Millot, Sean M.  
Samba, David B.  
Smith, Andrew T.  
Teague, M. Zach

**PHILADELPHIA**

Caponigro, Anthony A.

**PRINCETON**

Hebert, Carlin J.  
Motiana, Dhanesh

**RICHMOND**

Boyd, Mark R.  
Ellington, David B.  
Heustess, Aaron M.  
Perkins, Ryan R.

**VIRGINIA BEACH**

Dallman, David B.  
Farthing, Andrew P.  
Funk, Gerald  
Niss, Robyn M.  
Wharton, Michelle L.  
Williams, Kyle D.  
Yee, Leong Wee

**WHITE PLAINS**

Junghans, Michael W.

**CALIFORNIA**

**LOS ANGELES**

Chakravarthy, Srikanth  
Chapman, Ryan S.  
Choi, Michael  
Osborne, Robin W.  
Ranta, Shahrzad

**OAKLAND**

Chang, Elbert

**ORANGE**

Bossu, David M.  
Holst, Tyler J.  
Pollock, John A.

**PLEASANTON**

Johnson, Miles R.  
Mehta, Parag G.  
Whaley, Tyler J.

**RIVERSIDE**

Hoffman, Frank  
Thomas, Kevin G.

**SACRAMENTO**

Carley, Daniel C.  
Paderna, Robert V.  
Tait, Zachary T.

**SAN DIEGO**

Cowan, Eugene D.  
Danecker, Kathryn F.  
Koopman, Jennifer R.  
Ulery, Megan R.  
Valencia, Jason B.

**SAN JOSE**

Hamilton, Robert J.  
Worthington-Forbes,  
Laura

**FLORIDA**

**BOCA-DELRAY**

Haggerty, Jordan L.

**FORT LAUDERDALE**

Dabkowski, Adrian K.  
Viola, Stefano F.

**FORT MYERS**

Clark, Kellie  
Van Buskirk, Peter T.

**JACKSONVILLE**

Deitsch, Brian S.  
Mullis, Raiford M.  
Schilling, William J.

**GAINESVILLE**

Brighton, Ali H.  
Towne, Christopher

**MIAMI**

Fye, Barton J.  
Pasken, Kenneth A.

**MOBILE**

Starling, Charles H.  
Walker, Jordan W.

**OCALA**

Garri, Alan J.  
Gartner, Amber L.

**ORLANDO**

Burkett, Leon F.  
Lenzen, Brent A.  
Stickler, Jennifer J.  
Tate, Jr., S. Cliff

**SARASOTA**

Conerly, William E.  
Leep, Jordon E.

**ST. PETERSBURG**

Wood, William W.

**TALLAHASSEE**

Clayton, Brennon

**TAMPA**

Hatton, Christopher C.

**VERO BEACH**

Husainy, Kinan F.  
Van Rens, Peter J.

**WEST PALM BEACH**

Fairchild, Angelina

**MIDWEST**

**CHICAGO DOWNTOWN**

Lemmon, Peter

**CHICAGO SUBURBAN**

Cooper, Jason C.  
Kaufman, Philip R.  
Rahman, M. Anees

**INDIANAPOLIS**

Sheward, Bryan A

**ROCHESTER**

Payne, Lucas C.

**TWIN CITIES**

Elegert, Brandon R.  
Lincoln, Thomas J.  
Pertzsch, Jerry D.  
Robinson, Gregory W.  
Schmitz, William J.  
Sieh, Patricia D.  
Witzig, Jeanne M.

**MOUNTAIN**

**COLORADO SPRINGS**

Gunderson, Eric J.

**DENVER**

Andryscik, Kory J.  
Heiberger, John  
Skeehan, Daniel L.  
Sobieski, Dennis  
Steder, Matthew C.

**LAS VEGAS**

Ahartz, Shannon R.  
Belsick, Jody  
Wakenhut, Jonathan R.

**MESA**

Burm, Jason M.

**PHOENIX**

Burgess, Lisa M.  
Burns, Leslie D.  
Christian, Rajesh S.  
Colombo, Michael A.

Delmarter, Michael L.

Haney, Stephen E.  
Jupp, Andrew M.  
Woolery, Christopher C.

**RENO**

Nasset, Brent J.

**SALT LAKE CITY**

McDougald, Brandon D.

**TUCSON**

Rhine, Timothy J.

**SOUTHEAST**

**ALPHARETTA**

Fanney, Angela L.  
Markland, Keith R.  
West, Brian B.

**ATLANTA**

Ergle, Kevin B.

**ATLANTA MIDTOWN**

Coleman, Sean H.  
Pastore, Cristina C.  
Strychalski, Raymond P.  
Triplett, Katherine R.

**BIRMINGHAM**

Johnson, Elizabeth H.

**CHARLESTON**

Warfield, M. Casey

**CHARLOTTE**

Lewis, Ryan T.  
Spacek, Anthony J.  
Watts, Austin L.

**COLUMBIA**

Williamson, Nicholas R.

**DURHAM DOWNTOWN**

Lewellyn, Earl R.

**MEMPHIS**

Monroe, Kenneth W.

**NASHVILLE**

Boles, Brendan J.  
Creasman, Brett R.  
McMaster, Ryan L.

**RALEIGH**

Bostic, Christopher O.  
Cochran, Adam P.  
Gresham, Teresa R.  
Hachem, Stephanie L.  
Howell, Cory J.  
Moore, Jeffrey W.  
Reed, Elizabeth A.  
Robinson, Larry D.

**TEXAS**

**AUSTIN**

Hudson, Harrison  
Neal, Trey A.  
Parker, Brian J.  
Smith, Robert J.

**BRYAN/COLLEGE**

**STATION**

Harris, Joseph C.

**DALLAS**

Galloway, Steven D.  
Gaskey, Kevin S.  
Kacir, Kent C.  
Lucas, Matthew A.  
Meza, Sarah M.  
Millner, Daniel C.  
Moss, Bradley J.  
Sulkowski, Nicholas E.

**CELINA**

Malan, Craig M.

**FORT WORTH**

Brewer, Cody R.

**FRISCO**

Coppin, Thomas G.  
Dickey, Kyle A.  
Kennedy, Russell L.  
Safford, Ryan C.

**HOUSTON**

Allsop, Benjamin C.  
Frysinger, Ashley M.  
Kelly, Stephen J.  
Kirkland, Mark R.  
Schmidt, Scott C.

**LAS COLINAS**

Delmotte, Ryan M.  
Henrichs, Tyler B.

**MCKINNEY**

Morales, Hugo  
Riccardi, Joseph C.

**SAN ANTONIO**

Cox, B. Matthew  
Holscher, Nicholas F.

**THE WOODLANDS**

Freeman, Jr., Steven C.

**OKLAHOMA CITY**

Cooksey, Steven R.  
Rader, Aaron K.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

Table with PRODUCER (Greyling Ins. Brokerage/EPIC), CONTACT NAME (Jerry Noyola), INSURER(S) AFFORDING COVERAGE (National Union Fire Ins. Co., Aspen American Insurance Company, New Hampshire Ins. Co., Lloyds of London), and INSURED (Kimley-Horn and Associates, Inc.).

COVERAGES CERTIFICATE NUMBER: 20-21 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: RFQ 20Q-074 - Utilities Engineering Design Support Services; Lewis Bryant. Marion County, political subdivision of the State of Florida are named as Additional Insureds with respects to General & Automobile Liability where required by written contract.

CERTIFICATE HOLDER CANCELLATION

Table with CERTIFICATE HOLDER (Marion County Board of County Commissioners) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.)

**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
<p>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</p>	<p>PER THE CONTRACT OR AGREEMENT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2020 forms a part of Policy No. 015893685 (AOS)

Issued to KIMLEY-HORN AND ASSOCIATES, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

Premium INCLUDED

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

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

**Schedule**

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME  
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY  
AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER  
INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

WC 00 03 13  
(Ed. 04/84)

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



Authorized Representative