

## 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 SE Regional Water Treatment Plant Design, (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, the Drawings, 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 #19Q-270 - SE Regional Water Treatment Plant Design, the Offer, Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, Certificates of Insurance and Notice to Proceed or Purchase Order.**

**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 effective upon COUNTY's Board of County Commissioner's approval. Work (defined herein) shall commence upon issuance of Purchase Order, unless otherwise noted herein, with draft report due within 210 calendar days and the final draft due within 45 calendar days after receipt of draft submittal comments ("Term"). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Work 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 the Project 19Q-270, FIRM shall provide complete Professional Services as stated in the RFQ and shall additionally adhere by the duties attached in Exhibit A, Scope of Services, herein as "Work." The Work shall particularly comply with the original RFQ that is part of the Contract Documents.

**Section 6 – Compensation.** COUNTY shall make payment of \$86,500, (the "Agreement Price"), to FIRM under established procedure, upon completion of the Work. There shall be no provisions for pricing adjustments during the Term. Submission of FIRM's invoice for final payment and reimbursements shall constitute FIRM's certified 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. The Agreement Price is based upon the Classification and Hourly Fee Schedule hereby incorporated into this Agreement as **Exhibit B**.

**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 to the extent caused by any negligent act or omission of FIRM or its employees, officers, or agents in performing the Work set forth herein.

**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.** COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Contract unless it is in compliance therewith. 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 Contract.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subarticle and agrees:

- It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- FIRM shall maintain a copy of such affidavit for the duration of this Contract and provide it to COUNTY upon request.
- FIRM shall immediately terminate the subcontractor if CONTRACTOR has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.09(1), F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, CONTRACTOR shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- If COUNTY terminates this Contract with FIRM, FIRM may not be awarded a public contract for a least one (1) year after the date of termination.
- FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subarticle.
- Any such termination under this subarticle is not a breach of this Contract and may not be considered as such.
- FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and COUNTY may treat a failure to comply as a material breach of this Contract.

**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, severe floods, epidemics and pandemics.

**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 – 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 24 - 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 25 - 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 26 - 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 27 - 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 28 - 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 29 – 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.
- **Fraternalization:** 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 30 –** The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. 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.

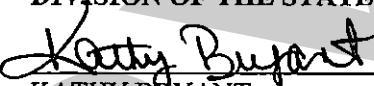
**Section 31 – Law, Venue, Waiver of Jury Trial, Attorney's Fees.** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. 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 32 – Exhibits/Attachments.** The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A, EXHIBIT B**

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:**

  
\_\_\_\_\_  
DAVID R. ELLSPERMANN,      8/18/2020  
CLERK OF COURT              DATE


MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA  
  
\_\_\_\_\_  
KATHY BRYANT              8/18/2020  
CHAIRMAN                      DATE

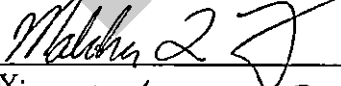
**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**BCC APPROVED:** August 18, 2020  
19Q-270 | SE Regional Water Treatment Plant Design

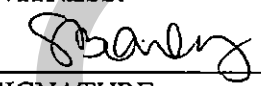
  
\_\_\_\_\_  
MATTHEW G. MINTER,      8/18/2020  
MARION COUNTY ATTORNEY      DATE

**WITNESS:**

  
\_\_\_\_\_  
SIGNATURE              8/18/2020  
STEWART L. HILL              DATE  
\_\_\_\_\_  
PRINTED NAME

KIMLEY-HORN AND ASSOCIATES, INC.  
  
\_\_\_\_\_  
BY:                      8/18/20  
MALCOLM L. BRYANT              DATE  
\_\_\_\_\_  
PRINTED:              Vice President  
\_\_\_\_\_  
ITS: (TITLE)

**WITNESS:**

  
\_\_\_\_\_  
SIGNATURE              8/18/2020  
STACY BONEY              DATE  
\_\_\_\_\_  
PRINTED NAME

## EXHIBIT A

### SCOPE OF SERVICES

#### RFQ 19Q-270 - Southeast Regional PWS Evaluation

##### PROJECT UNDERSTANDING

Marion County Utilities ("MCU" or "County") desires to develop a southeast regional public water supply (PWS) master plan to meet the future demands and reduce impacts to Silver Springs. The Southeast Region is currently served by the Stonecrest PWS (PWS ID# 3424897) and the Silver Springs Shores (SSS) PWS (PWS ID# 3421197). The Southeast Region PWS Master Plan will focus on relocating groundwater withdrawals away from the Silver Springs Primary Focus Area (PFA) and to reduce the overall withdrawals from the Upper Floridan Aquifer (UFA). MCU wants to accomplish these goals by constructing a new southeast regional water treatment plant (WTP) in the Stonecrest PWS. The goal for the new regional WTP is to use groundwater from the lower Floridan aquifer (LFA) and serve as the primary water supply source for the combined Southeast Region PWS, thereby relocating groundwater withdrawals farther away from Silver Springs.

Kimley-Horn will utilize the previously prepared hydraulic models for each PWS to perform a hydraulic analysis of the combined system. The hydraulic analysis will be used to determine the required capacity of the Southeast Regional WTP, the optimal geographic location of the Southeast Regional WTP, and identify the required system upgrades and improvements needed to meet the present day and build-out demand conditions.

This scope of services describes the specific tasks to gather information, update existing and build-out demands, perform hydraulic modeling, and identify the required improvements to achieve the specific goals of the County and meet the future demands in the Southeast Region PWS.

##### SCOPE OF SERVICES

The following tasks are the specific services to be performed by Kimley-Horn:

###### **Task 1 – Data Collection**

- A. Kimley-Horn will prepare for and attend a project kick-off meeting with MCU staff to discuss project objectives, schedule, milestones, communication methods, modeling scenarios, and data collection.
- B. MCU will provide the most recent potable water system GIS system mapping for the Stonecrest and SSS potable water systems. Kimley-Horn assumes only minor corrections (less than 3 hours of effort) to the GIS system maps will be needed.
- C. MCU will be responsible for providing all equipment and operational data needed to update the hydraulic models. Kimley-Horn will provide MCU with a spreadsheet populated with headings that detail the specific data needed for each WTP. MCU will be responsible for verifying and inputting all data into the spreadsheet. The needed data will include system pump curves, field verified pumping rates, storage tank as-builts, operating controls, special operational issues, monthly operating reports (MOR), and operating setpoints.

- D. MCU will provide either hard copy chart recorder or electronic daily plant production history over a representative time span for developing diurnal demand curves for each WTP. Kimley-Horn will use the data provided by MCU to develop the diurnal demand curves.
- E. Kimley-Horn and MCU operations staff will visit all 11 operating WTP's to make visual observations of operating equipment and gain a better understanding of operational controls. Additional equipment and operational data may be requested based on information gathered during the site visits. Kimley-Horn anticipates the site visits will require up to 3 days of analyst time and 1 day of project manager time to complete. Kimley-Horn will provide MCU with a copy of equipment and tankage pictures taken during the site visits.
- F. MCU will provide billing history (in Microsoft Excel or equivalent format) for Kimley-Horn to identify significant water users within the service area. Kimley-Horn anticipates MCU will provide a full year of information in electronic format with form fields that include customer name, address, and water usage.
- G. Kimley-Horn will rely upon the Marion County future land use mapping to update previously prepared buildout demand projections. Kimley-Horn will meet with County planning staff to review future land use mapping, discuss recent and pending developments, and identify any anticipated land use map changes.
- H. Kimley-Horn will schedule and attend a meeting with the St. Johns River Water Management District (SJRWMD) to discuss to benefits of relocating groundwater withdrawals further away from Silver Springs and the potential changes to the County's future groundwater allocation.

#### **Task 2 – Model Update/Calibration**

- A. Kimley-Horn will combine the most recent versions of the Stonecrest and SSS InfoWater model into a single InfoWater model to be used for the hydraulic analysis.
- B. Kimley-Horn will update the model system configuration based on the GIS mapping provided by MCU. The “present day” demands in the previously prepared models will be scaled up to reflect current MOR average day demands. The only new demands that will be added to the combined model will be “significant water user” changes as identified by review of the system billing information and “new development changes” as identified by County planning staff. Additionally, Kimley-Horn will update the WTP operating information (pumps, storage tanks, controls, etc) based on data provided and verified by the MCU.
- C. Kimley-Horn will coordinate with MCU to identify necessary fire hydrant test locations and flow rates. With the support of MCU staff, Kimley-Horn will provide 2 analysts to perform up to 2 days of hydrant flow testing to collect data needed for model calibration.
- D. Kimley-Horn will calibrate the system model using fire hydrant test data. Kimley-Horn will attempt to calibrate the model as close to actual conditions as reasonably achievable. Generally, model predictions within 15% of actual will be considered as acceptable. MCU will be notified if this level of accuracy is not achieved with a reasonable amount of effort. Additional services may be required to resolve problems identified during model calibration.

#### **Task 3 – Potable Water System Hydraulic Modeling**

- A. Kimley-Horn hydraulically connect the Stonecrest and SSS systems with a watermain along a route determined by collaboration with MCU staff.

- B. Kimley-Horn will perform a series of system model scenarios to identify the system improvements needed to achieve the County's goal of minimizing groundwater withdrawals nearest to Silver Springs by establishing a new SE Regional WTP in the Stonecrest system. The following approach will be used in the analysis.
- 1) Steady state simulations will be used to determine the physical improvements needed for the SE Regional WTP to serve as the groundwater supply source for the Spruce Creek Golf and Country Club (SCGCC) and SSS systems at ADD and MDD.
  - 2) Iterative extended period simulations using the system's 48-hour diurnal curve will be used to identify the controls that will be needed to provide reliable service.
  - 3) Extended period simulations will be used to develop approximate control set points for the system's high service pumps (HSP) and ground storage tank (GST) control elevations.
  - 4) The operational control strategy will consider control valves and in-line booster stations only if HSP and GST controls are not sufficient. The analysis will consider the benefit of providing additional storage at existing WTP sites. The analysis does not include evaluating the benefit of locating new GST repump stations at various locations within the combined system.
  - 5) The simulations will be conducted under present day and buildout demand conditions.
  - 6) The simulations will be conducted with the new SE Regional WTP located on two potential locations.
  - 7) A simulation will be performed to evaluate the feasibility of decommissioning the South Oak and Deer Path WTP's.
  - 8) A simulation will be performed with the Irish Acres WTP connected to the combined system.
  - 9) A simulation will be performed with the Oxford Downs WTP connected to the combined system.
- C. Kimley-Horn will conduct workshops with MCU staff to review preliminary results and get consensus on the identified improvements. One workshop will be conducted to review the results with the SE Regional WTP located on two potential locations.
- D. Kimley-Horn will use the model to identify the required WTP and potable water well capacity for both SE Regional WTP locations.
- E. Kimley-Horn will prepare an opinion of probable construction cost (OPC) for the finalized list of improvements needed with the SE Regional WTP located on each site. MCU will provide Kimley-Horn with a list of recent unit price construction costs to be used in the OPC.

#### **Task 4 – Meetings/Deliverables**

- A. Kimley-Horn will conduct a workshop with MCU staff to review the model results and get consensus on the identified improvements.
- B. Kimley-Horn will summarize the work described above in a draft technical memorandum. The technical memorandum will contain the following information:
- 1) Preferred WTP location recommendation
  - 2) capital project recommendations with OPC's
  - 3) Water storage recommendation

- 4) WTP capacity recommendation
  - 5) Summary of the hydrogeological modeling results
- C. The draft technical memorandum will be submitted for MCU staff review and comment. Up to 2 hard copies of the draft document will be provided along with one electronic PDF copy. Kimley-Horn will incorporate MCU staff comments into a final document and deliver up to 10 hard copies and one electronic .pdf copy.
  - D. Kimley-Horn will provide the MCU with an electronic copy of the InfoWater model used in this analysis. Kimley-Horn will conduct up to 1 day of InfoWater model training for MCU staff.
  - E. Kimley-Horn will submit a FDEP letter request to consolidate the Stonecrest PWS and Silver Springs Shores into a single PWS. The consolidation request will include a PWS sampling plan consolidation. MCU will provide the revised sampling plan for submittal to the FDEP. Kimley-Horn will submit up to 2 responses to FDEP requests for additional information provided the requested information is within the work scope of work described herein.

#### **Task 5 – MCBOCC Meeting**

- A. Kimley-Horn will conduct a meeting with County Administration and MCU staff to review the evaluation results and get consensus on the identified improvements.
- B. Kimley-Horn will prepare for and present a summary of the final Southeast Regional PWS Master Plan report at a Marion County Commission Board of County Commissioners (MCBOCC) workshop.

#### **Task 6 – Hydrogeological Modeling**

- A. Kimley-Horn will perform hydrogeological modeling to quantify groundwater withdrawal impacts at both locations. The hydrogeological modeling will assume that use of the lower Floridan aquifer (LFA) is maximized before adding considering withdrawals from the upper Floridan aquifer (UFA). The results with drawdown contour maps will be documented in a technical memorandum.
- B. Kimley-Horn provide the SJRWMD with a list of relevant system improvements and estimated groundwater withdrawal changes that were identified in the analysis. The SJRWMD will prepare a spring flow analysis for Silver Springs to identify the improvements the system changes would have on spring flows. Kimley-Horn will include a summary of the SJRWMD spring flow analysis in the project technical memorandum.

#### **Task 7 – Spring Flow Modeling**

- A. Kimley-Horn will use the St Johns River Water Management District's North Central Florida Regional Ground Water Flow Model to evaluate the County's proposed ground water withdrawals. The model will be used to evaluate potential changes in spring flow and impacts to Lake Weir in response to changes in ground water withdrawals. The model will be run to simulate Marion County's proposed ground water withdrawals. A mass balance evaluation will be performed on the corresponding drain cells to estimate the change in spring flow at Silver Springs and impacts to Lake Weir in response to the proposed changes in withdrawals.

**ADDITIONAL SERVICES IF REQUIRED**

Services requested that are not specifically described above will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

**METHOD OF COMPENSATION**

Kimley-Horn will complete the above scope of services for a lump sum fee of \$86,500.00 inclusive of expenses.

**SCHEDULE**

Kimley-Horn will begin services within 7 calendar days upon receipt of an executed Agreement. Kimley-Horn will provide a draft report within 210 days of receipt of an executed Agreement. The final report will be provided within 45 days of receipt of draft submittal comments.

Attachments: TABLE A

ACCEPTED:

MARION COUNTY UTILITIES, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_

BY: *Malcolm L. Bryant*

Malcolm L. Bryant, P.E.

TITLE: \_\_\_\_\_

TITLE: Vice President

DATE: \_\_\_\_\_

DATE: March 25, 2020

G:\New Business\Public Sector\Marion County\2020\SE Region PWS Master Plan\Amendment 29\_SE Region PWS Master Plan 3-25-20.docx

**EXHIBIT B  
COST ESTIMATE FOR SERVICES**

PROJECT: SE REGIONAL PWS MASTER PLAN  
 CLIENT: MARION COUNTY UTILITIES  
 KH PM: LEWIS BRYANT, P.E.  
 BASIS FOR ESTIMATE: COUNTY-APPROVED HOURLY RATES, RFQ 150-017

SHEET: 1 of 1  
 DATE: 3/25/2020

		DIRECT LABOR (MAN-HOURS)												
TASK ID	TASK DESCRIPTION	Principal Engineer	Sr. Professional Engineer	Project Manager (Registered)	Project Manager	Project Engineer (Registered)	CADD Technician	CADD Designer	Senior Designer	Engineering Intern	Clerical	LABOR HOURS	SUB (\$)	LABOR TOTAL
		\$180.00	\$185.00	\$150.00	\$150.00	\$125.00	\$80.00	\$75.00	\$100.00	\$90.00	\$45.00			
Task 1	Data Collection		26.0		46.0					43.0	8.0	123.0		\$ 15,940.00
Task 2	Model Update/Calibration		8.0		66.0					66.0	4.0	144.0		\$ 17,500.00
Task 3	Potable Water System Hydraulic Modeling		10.0		97.0					97.0	4.0	208.0		\$ 25,310.00
Task 4	Meetings/Deliverables		10.0		37.0					37.0	12.0	96.0		\$ 11,270.00
Task 5	MCBOCC Meeting		24.0		20.0					20.0	8.0	72.0		\$ 9,600.00
Task 6	Hydrogeological Modeling		20.0								4.0	24.0		\$ 3,880.00
Task 7	Spring Flow Modeling		15.0								5.0	20.0		\$ 3,000.00
<b>TOTALS:</b>		<b>0.0</b>	<b>113.0</b>	<b>0.0</b>	<b>266.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>263.0</b>	<b>45.0</b>	<b>687.0</b>	<b>0.0</b>	<b>\$ 86,500.00</b>
												<b>GRAND TOTAL:</b>	<b>\$ 86,500.00</b>	

# 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: August 21, 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  
Lickliter, 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.  
McCormick, 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

OCALA

Bryant, M. Lewis  
Pascho, 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.  
Peedy, Brooks H.  
Roberson, Kevin M.  
Stephens, Britt L.  
Thomas, Melibe S.

WEST PALM BEACH

Atz, John C.  
Barnes, R. Russell  
Heggen, Christopher W.  
Muffeh, 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.  
Omairs, 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.  
Daneker, 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.



COPY

BCC app 8/18/20

Item 784