

**AGREEMENT FOR PROFESSIONAL SERVICES FOR CIVIL ENGINEERING SERVICES  
FOR ITEMIZED TRANSPORTATION PROJECTS  
NO. 14060 [CCNA]**

This Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Kimley-Horn and Associates, Inc., a Florida for profit corporation which is authorized to do business in the State of Florida (“Professional”), who are collectively referred to as the “Parties”, for professional services.

**WITNESSETH:**

**WHEREAS**, the County publicly issued an RFP seeking to hire a qualified professionals to provide design and architectural management over the provision of Engineering Services for Miscellaneous Itemized Projects over the Threshold as defined in 287.055 F. S. (Florida’s “Consultants’ Competitive Negotiation Act”) for all transportation related project types, including federally funded projects (partially or fully) by FHWA, FEMA or any other federal-aid agency; and

**WHEREAS**, in such solicitation process the County complied with the requirements of the Consultants’ Competitive Negotiation Act, F.S. § 287.055 (“CCNA”); and

**WHEREAS**, after evaluating and considering all timely responses to the solicitation, the County identified Professional as a top ranked firm; and

**WHEREAS**, the Professional is qualified and is willing to provide the County with the work and professional services as set forth herein; and

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

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

1. **Recitals.** The foregoing recitals are incorporated herein.

**Scope.** In accordance with the terms and conditions of this Agreement, County engages Professional to provide professional services for the the provision of Engineering Services for Miscellaneous Itemized Projects over the Threshold as defined in 287.055 F. S. (Florida’s “Consultants’ Competitive Negotiation Act”) for all transportation related project types, including federally funded projects (partially or fully) by FHWA, FEMA or any other federal-aid agency (hereinafter referred to as the “Project”). The Professional agrees to provide architectural, site evaluation, engineering and planning services to design the Project in accordance with and more specifically stated in the Scope of Services attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. Professional acknowledges that time is of the essence completing the Services. The County reserves the right to make changes to the Scope of Services, including alterations, reductions or additions. If the County elects to make a change, the County shall initiate a written modification which must be in writing and executed by both the Parties.

2. **Term.** This Agreement is effective on the day the last Party signs it (“effective date”) and continues until the Work is completed, or until this Agreement is earlier terminated as provided herein.

3. **Closeout.** The Contractor’s obligation to the County shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the County, disposing of project assets (including the return of all equipment, and receivable accounts to the County), and determining the custodianship of records. Agreement closeout is not considered final until the County

is fully satisfied that project objectives have been met and the Contractor has submitted the Contract Closeout Checklist, attached hereto and incorporated herein as **Exhibit “4”**.

4. **Qualifications and Representations.** By executing this Agreement, Professional makes the following representations to County and agrees to the following:

- A. Professional is qualified and has the skill, knowledge and expertise to provide the Services. Professional will maintain all certifications, permits, licenses, and other authorizations necessary to act as a professional and to provide the Services during the term of this Agreement.
- B. Professional will perform the Services with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such Services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Professional will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and Professional shall be responsible for any and all consequential damages to the County arising from the deficiency.
- C. Professional is familiar with the Services and the specifications and the conditions of the site and location of the Project.
- D. Professional will prepare deliverables required by this Agreement, including but not limited to Contract Documents, in such a manner that they shall be accurate, coordinated and in compliance with applicable federal, state, and local law, codes, and regulations. The Parties agree that the County’s review of the deliverable in no way diminishes the Professional’s warranty pertaining to the deliverables.
- E. Professional will attend scheduled meetings required by the County for the Project and related to administration of this Agreement, including any those with staff from County departments and offices and other stakeholders. Meeting protocols and obligations for before construction are included in the Scope of Services, **Exhibit “1”**.
- F. Professional will coordinate, cooperate, and work with any other consultants and contractors retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining other professionals for similar or same Services or from independently performing the Services provided under this Agreement on its own.
- G. Pursuant to and to the extent Section 558.0035, Florida Statutes is applicable, AN INDIVIDUAL EMPLOYEE OR AGENT OF PROFESSIONAL MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE OF SERVICES PROVIDED IN THIS AGREEMENT.

5. **Payments.**

- A. For the timely and complete performance of the Services described in this Agreement, the County agrees to pay, and Professional will accept, an amount not to exceed of sum of Four Million Dollars and Zero Cents (\$4,000,000.00), arrived at utilizing the rates contained in the Payment Schedule attached hereto as **Exhibit “2”** and incorporated herein by this reference. Other than the rates and fees listed in Exhibit “2” Professional shall not be entitled to payment for any other expenses, fees, or costs that may incur at any time and in connection with its/her/his performance hereunder.
- B. As a condition precedent for any payment, Professional shall submit monthly invoices to the County, on or about the same day each month, requesting payment for Services properly rendered and expenses due. Professional shall submit invoices to the County at the following address, unless otherwise directed by the County:

Alachua County Public Works Department  
Attn: Public Works Manager

12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601  
[jflegert@alachuacounty.us](mailto:jflegert@alachuacounty.us)

- C. Professional's invoice must describe the Services rendered, the date performed and the person(s) rendering such Services. Professional's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. Each invoice shall constitute the Professional's representation to the County that the Services listed have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants and subcontractors, will be paid in full.
- D. The County will make payment to Professional for amounts properly invoiced, as set out below, and in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, and the County shall remit all payments to:

Kimley-Horn and Associates, Inc  
800 SW 2<sup>nd</sup> Avenue, Suite 100  
Gainesville, FL 32601  
(352) 374-3274  
[florida.marketing@kimley-horn.com](mailto:florida.marketing@kimley-horn.com)

- E. In the event that the County becomes credibility informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sum then, or in the future, otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.
- F. Prior to the submission of requests for final payment, the County representative and the Professional will conduct a project close-out session with County staff, ensuring that the County is satisfied with the project. As a minimum, the close-out session should include: 1) Review of project documents; 2) Inventory of transmittals; 3) Review of punch list; and 4) Final joint site inspection, with User Group. In the event this section conflicts with a section of the Scope of Services on close-out, this Scope of Services section will prevail over this paragraph.
- G. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- H. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Professional agrees to cooperate with County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Services and as specifically required by the granting agency, and receiving no payment until all required forms are completed and submitted.

- 6. **Insurance**. Professional will procure and maintain insurance throughout the entire term of this

Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit “3”** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit “3-A”**.

7. **Deliverables and Construction Documents.**

- A. Any and all Project Deliverables required by this Agreement to be prepared by Professional, such as, but not limited to, the Construction Documents and Project plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Professional represents that the Project Deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations and will be free from errors and omissions. The County’s review of the Project Deliverables in no way diminishes the Professional’s representations pertaining to the deliverables. All final plans and documents that are required by Florida Law to be endorsed and are prepared by Professional in connection with the Services shall bear the endorsement of a person in the full employment of the Professional or duly retained by Professional and duly licensed in the appropriate professional category.
- B. All Project Deliverables and Construction Documents are the sole property of County and may be used by County for any purpose without restriction or limitation of use for this Project for the life of the facilities designed and constructed as part of the Project, and may be reproduced, used and published by the County for all purposes related to the Project, including but not limited to the permitting, construction, operation, maintenance, altering, repairing, remodeling and adding to the facilities designed and constructed as part of the Project.
- C. The County may allow its construction manager, contractors, consultants, and subcontractors, to reproduce applicable portions of the Deliverable, solely and exclusively for use in performing services or construction for this Project.

8. **Permits.** Professional will obtain, maintain, and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services, except for the building permit(s) which may be the responsibility of the Construction Manager and the County.

9. **Inspections.** County may have one or more representatives visit the site of the Project from time to time, or on a full-time basis, as the construction progresses. Professional shall not interfere with the functions of said representatives and will cooperate and work with said representatives. No action or failure to act by a representative shall relieve Professional from any of its Services or obligations hereunder.

10. **Personnel.** Professional will secure at its own expense all necessary personnel to perform the Services. Such personnel shall not be employees of the County. Professional will assure that all Professional’s personnel who perform the Services, or perform any part of the Services, are competent, reliable and experienced to perform their assigned task timely and satisfactory. The County reserves the right to terminate this Agreement due to a change in Professional’s personnel.

The Parties acknowledge that Professional may contract or otherwise retain the services of consultants, subcontractor or other professional (collectively, the “Consultants”) to assist it in performing any of its services under this Agreement. Professional agrees, represents and warrants that shall include a provision in its agreements with its Consultants that the Consultants owe a duty to the County regarding the performance of Consultants’ services to Professional, and that the County is an intended third-party beneficiary of said agreement.

11. **Default and Termination.**

- A. **Termination for Default:** The failure of Professional to comply with any provision of this Agreement will place Professional in default. If Professional is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written

notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Professional with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.

- B. Termination for Convenience: County may terminate the Agreement without cause by providing written notice of termination for convenience to the Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Professional will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional. In the event of termination, Professional's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.
- C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- D. Upon termination of this Agreement, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon notice of termination, unless otherwise directed by the County in writing, the Professional will (a) stop work on the termination date, (b) transfer all Services in process to the County, (c) deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Professional in performing this Agreement, whether completed or in draft and (d).

12. **Indemnification**. **THE PROFESSIONAL AGREES TO INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, AND EMPLOYEES (COLLECTIVELY "ALACHUA COUNTY") FROM ANY LIABILITIES, DAMAGES, CLAIMS, DEMANDS, LOSSES AND COSTS, INCLUDING ATTORNEYS' FEES, BROUGHT AGAINST ALACHUA COUNTY TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE PROFESSIONAL OR PROFESSIONAL'S EMPLOYEES, OFFICERS, AGENTS, OR OTHERS UTILIZED BY PROFESSIONAL IN THE PERFORMANCE OF THE SERVICES TO BE PERFORMED UNDER THIS AGREEMENT, INCLUDING ITS ATTACHED EXHIBITS.** This remedy provided to the County is in addition to and not in lieu of any other remedy available under this Agreement or otherwise available under the law. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Professional's insurance coverage. Professional and County will jointly cooperate with each other in the event of any litigation concerning this Agreement, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

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

To Professional:

Kimley-Horn and Associates, Inc  
800 SW 2<sup>nd</sup> Avenue, Suite 100  
Gainesville, FL 32601  
(352) 374-3274  
[florida.marketing@kimley-horn.com](mailto:florida.marketing@kimley-horn.com)

To County:

Alachua County Public Works Department  
Attn: Public Works Manager  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601  
[jflegert@alachuacounty.us](mailto:jflegert@alachuacounty.us)

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts  
[acpur@alachuacounty.us](mailto:acpur@alachuacounty.us)

Clerk of Court, Attn Finance & Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

14. **Other Services.** Upon request of the County, the Professional shall testify in any legal proceeding or deposition, concerning the design and construction of the Project, and the shall make available to the County any personnel or consultants employed or retained by the Professional for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or actions relating to, or arising out of, the design or construction of the Project at an hourly rate based on the schedule attached in Exhibit "2". Also at the request the County, the Professional agrees to provide additional services as may not be clearly set forth in the Construction Documents, such as: all appropriate and advisable project testing requirements including, without limitation, geotechnical, Hazardous Substance, structural, chemical, electrical or mechanical tests and investigations and construction materials testing, and prepare scopes of work, including preliminary testing parameters for geotechnical work, soil borings and load tests for soil bearing capacity, to assist the County in securing all necessary project testing and evaluate such test results, and assist in implement design energy and environmental designs or obtaining energy efficient certifications.

15. **Standard Clauses.**

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

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

maintains public records upon completion of the Agreement, Professional shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

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

If Professional fails to comply with this section, Professional will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Professional who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

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

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

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



fines.

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

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

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

G. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party or any person who is not a party to this Agreement.

H. Independent Contractor. In the performance of this Agreement, Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by Professional and its employees in the full performance of the Services referenced in this Agreement. The Professional does not have the power or authority to bind the County in any promise, agreement or representation.

I. E-Verify. Professional shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Professional during the term of the Agreement. Professional shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

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

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

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

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

N. Collusion. By signing this Agreement, Professional declares that this Agreement is made



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

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

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

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

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

*Remainder of Page Intentionally Left Blank*

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

**PROFESSIONAL**

By: Christopher Towne, P.E.  
F45C81DE61594AD...

Print: Christopher Towne, P.E.

Title: Associate

Date: 10/24/2024

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

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Charles Chestnut, IV, Chair

Board of County Commissioners

Date: \_\_\_\_\_

**ATTEST**

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

**APPROVED AS TO FORM**

Signed by:  
Diana Johnson  
9E797AC46776481...

Alachua County Attorney's Office

## Exhibit 1: Scope of Services

1. **General Requirements:** Pursuant to the terms and conditions of the Agreement, the Professional shall provide the following Services for the County and its Project, including, but not limited to:

This Agreement is defined as continuing services agreements where performance of the scope is for a defined number of projects. Task work orders for detailed project scope of services shall be issued as needed. This Agreement is for all transportation related project types, including federally funded projects (partially or fully) by FHWA, FEMA or any other federal-aid agency.

All personnel assigned to the work shall be fully qualified and all facilities employed shall be adequate for the work required.

All services performed by the Consultant shall be executed in cooperation and coordination with the County and in the performance of such services, the Consultant shall:

- Maintain close liaison and cooperation with the County during performance of the work hereunder to obtain agreement and coordination of the various phases of work contained herein.
- Attend all meetings and conferences as arranged and required by the County during the progress of the work hereunder to discuss any matters relating to the work.
- Provide the County with written memorandum or documentation necessary to confirm and record the understandings and agreements resulting from meetings and conferences.

Assist the County by preparing and furnishing the documents necessary to satisfy any federal, state, or local requirements. Respondents wishing to be considered should be able to demonstrate experience in the competent production of site plans, engineered roadway plans, related design studies, creative utilization of roadsides, and the accommodation of utilities and utility crossings (where appropriate), that conform to acceptable design standards. The intent is to ensure that a proper level of professional involvement is available for the responsible, expeditious, and accurate completion of road improvement projects and civil engineering studies with minimal participation by County personnel.

The work may include new roadway design and/or studies for roadway projects, preparation of engineering documents, and design procedures, repair, resurfacing, and rehabilitation projects, construction engineering inspection services (CEI), site design for County facilities as well as associated activities. Such activities may include new roadway design for arterial and collector roads, signalization, intersection improvements, the design of open and closed drainage systems, utility design, utility relocation plans, maintenance of traffic plans, railroad crossings, FDOT permits, stormwater permits, environmental permits, traffic engineering applications, minor traffic operations improvements, and other appurtenances.

The County will issue a Work Order/Task Assignment for each project based on the provisions of the contract entered into with selected respondent(s)

## 2. Contract Award and Administration

It is the County's intent to enter into agreements with more than one respondent.

The total contract fee per each agreement awarded under this RFP may not exceed limits set forth in Rule 14-75 Florida Administrative Code. However, these limits may be exceeded due to unplanned cost increases.

The vendor shall be issued a project task work order for all assignments unless one of the following conditions is met.

- Project task work order negotiations fail, and such negotiations are documented in writing.
- The vendor cannot meet the project task work order schedule provided by the County and has declined the work in writing.
- The limiting amount identified above has been met.

- Conflict of interest as defined by 337.14(7) F. S. prohibits the vendor from executing the task.
- Any other Federal or State Regulation prohibits the vendor from executing the task.

The following process shall be followed for each project task work order:

- The County and vendor shall meet to develop a detailed scope of work. Once a detailed scope of work is agreed upon, a meeting date shall be scheduled for man-hour negotiations.
- The County and the vendor shall independently prepare man-hour estimates, man-hour classification spread and operating margin justification for the agreed upon scope of work; man-hour estimates, man-hour classification spread, and operating margin justification shall not be exchanged until the man-hour negotiation meeting.
- At the man-hour negotiations meeting, the County and the vendor shall exchange independent man-hour estimates, man-hour classification spread and operating margin justification. Man-hours, spread, scope and operating margin shall be negotiated until a mutually acceptable man-hour, spread, scope and operating margin is agreed upon or until negotiations fail.
- Once the project task work ordered is issued, the County and vendor shall agree to a mutually acceptable schedule in writing.

The following process shall be followed for determining rates and fees for contracts and project task work orders issued under this RFP

- The prime consultant and each sub consultant on each agreement shall include an employee classification list for use in the project task work order negotiation process. Rates for each classification shall be determined at the time of contract execution and task specific hours shall be determined at the time of project task work order execution. The vendor shall submit a current wage rate certification and current FDOT audit letter to the County as documentation to calculate the fee amount for each classification. Per federal regulations, these rates are non-negotiable and not subject to public record and may only be shared with County staff and FDOT/FHWA/FEMA staff upon request only; such information shall not be shared with any entities contracted staff.
- A fee schedule shall be negotiated at the time of contract execution for defined services measured in unit prices such as density testing, asphalt coring or auger borings, environmental tests or services of a similar nature.
- Project work orders shall be issued on a lump sum basis except in cases where the level of effort is unknown, such as CEI assignments or an unknown amount of unit services are needed at the time of project work order. In such case, project work orders may be issued with a limiting, not-to-exceed amount. Project task work orders may be issued in a combination of lump sum and limiting, not-to-exceed amount.

### 3. Itemized Projects Listing

Engineering Services for Itemized Projects	
Pavement Management	Project Limits
CR 337	Alachua County Line to SR 26
CR 235	Newberry Rd to SR 235
NE 1 <sup>st</sup> St/CR 2082/CR 234	Entrance to Paynes Prairie Maintenance Office to US 441
NE CR 1471	NE 143 <sup>rd</sup> Ave to Bradford County Line
NW CR 237	NW US 441 to W SR 235
NW 94 <sup>th</sup> Ave	CR 235 to CR 241
NW CR 235A	US 441 to NW CR 236
SE CR 2082	SE 152 <sup>nd</sup> St/CR 2041 to SE 69 <sup>th</sup> Ave

SW 170 <sup>th</sup> St	SR 26 to SW 46 <sup>th</sup> Ave
SW 137 <sup>th</sup> Ave/SW 91 <sup>st</sup> St	SW Williston Rd/SR 121 to SW CR 346
SW 266 <sup>th</sup> St/SW 282 <sup>nd</sup> St/SW 30 <sup>th</sup> Ave	SR 26 to SW 127 <sup>th</sup> Ave (Levy County Line)
NW 140 <sup>th</sup> St /NW 143 <sup>rd</sup> St	NW 39 <sup>th</sup> Ave to CR 235
NW 182 <sup>nd</sup> Ave	NW SR 45 to NW 298 <sup>th</sup> St
SW 170 <sup>th</sup> St	SR 45 to SR 26/Newberry Rd
Wacahoota Rd	US 441 to Williston Rd
NW 98 <sup>th</sup> St	Newberry Rd to NW 39 <sup>th</sup> Ave
NW 83 <sup>rd</sup> St	NW 23 <sup>rd</sup> Ave to NW 39 <sup>th</sup> Ave
Millhopper Rd	NW 143 <sup>rd</sup> St to NW 43 <sup>rd</sup> St
NW 78 <sup>th</sup> Ave	Alachua County Line to CR 241
CR 1474	US 301 to Alachua County Line
<b>Bicycle/Pedestrian Projects</b>	<b>Project Limits</b>
High Springs to Newberry Rail Connector	Newberry to High Springs
Waldo Road Greenway	Gainesville Regional Airport to Place St (Waldo)
Gainesville-Hawthorne Trail - Micanopy Spur	SE CR 2082 to US 441
Williston Road Trail	SW 41 <sup>st</sup> Blvd to SW 85 <sup>th</sup> Ave
<b>Capacity Enhancements Projects</b>	<b>Project Limits</b>
SW 91 <sup>st</sup> St/SW 8 <sup>th</sup> Ave Intersection Modifications	N/A
NW 23 <sup>rd</sup> Ave/NW 32 <sup>nd</sup> Ave Extension	NW 98 <sup>th</sup> St to CR 241
Parker Rd/NW 122 <sup>nd</sup> St Extension	NW 17 <sup>th</sup> Ave to NW 39 <sup>th</sup> Ave
NW 31 <sup>st</sup> Street	NW 75 <sup>th</sup> St to NW 51 <sup>st</sup> St
Archer Road 4-Lane	SW 75 <sup>th</sup> St to US 41/27
Williston Road 4-Lane	SW 35 <sup>th</sup> Dr to SW 62 <sup>nd</sup> Ave
SW 20 <sup>th</sup> Ave- 4 Laning Bridge Over I-75	SW 61 <sup>st</sup> St to SW 62 <sup>nd</sup> Blvd
NW 23 <sup>rd</sup> Ave- 4 Laning Bridge Over I-75	Fort Clarke Blvd to NW 83 <sup>rd</sup> St
<b>Bridge Maintenance/Replacement</b>	<b>Project Limits</b>
CR 234	Camps Canal
CR 1493	Santa Fe River
<b>System Design</b>	<b>Project Limits</b>
Bus Rapid Transit Lane and Signal Modifications	Unincorporated Alachua County

**Exhibit 2: Payment Schedule and Rates**

<b>Civil Engineering/Design</b> <i>Kimley-Horn and Associates, Inc.</i>	<b>Rate</b>
Chief Engineer 2	\$322.39
Chief Engineer 1	\$320.19
Chief Scientist	\$287.61
Senior Engineer 1	\$258.60
Engineer 2	\$223.19
Engineer 1	\$193.80
Chief Designer	\$163.93
Engineering Intern	\$143.05
Environmental Specialist	\$141.85
Senior Designer	\$102.44
Secretary/Clerical	\$95.43

<b>Construction Engineering Inspection</b> <i>AE Engineering, Inc.*</i>	<b>Rate</b>
CEI Senior Project Engineer	\$240.62
CEI Project Administrator	\$158.49
CEI Senior Inspector	\$126.87
CEI Contract Support Specialist	\$115.17
CEI Inspector	\$82.61

<b>Surveying and Mapping</b> <i>EDA Consultants, Inc.*</i>	<b>Rate</b>
SUR Chief Surveyor	\$140.00
SUR Senior Surveyor II	\$140.00
Utility Coordinator	\$140.00
SUR 3-man Crew	\$130.00
SUR Senior Surveyor I	\$122.00
SUR Surveyor	\$122.00
SUR 2-man Crew	\$110.00
SUR 1-man Crew	\$100.00
SUR Mobile Survey Analyst I	\$100.00
SUR Crew Chief	\$69.00
CADD/Computer Technician	\$65.00
SUR Instrument Operator	\$55.00
SUR Rod Person	\$46.00

<b>Surveying and Mapping</b> <i>Pickett and Associates, LLC*</i>	<b>Rate</b>
SUR 4-person Survey Crew	\$317.39



SUR Chief Surveyor	\$273.78
SUR 3-person Survey Crew	\$260.45
SUR Multi Engine Aircraft Pilot	\$225.48
Project Planner	\$225.48
Project Manager 2	\$225.48
Project Manager 1	\$201.31
SUR 2-person Survey Crew	\$193.45
Senior Designer	\$177.14
SUR Field Crew Supervisor 1	\$176.35
SUR Chief Scientist	\$171.51
SUR Survey Project Manager 1	\$161.06
SUR Senior Surveyor 1	\$157.02
SUR Survey/GIS/SUE Analyst 3	\$132.45
SUR Survey/GIS/SUE Analyst 2	\$128.03
SUR Senior Surveyor 2	\$128.03
SUR SUE Technician 3	\$126.73
SUR Single Engine Aircraft Pilot	\$121.18
SUR Mobile Survey Analyst 2	\$120.38
SUR Mobile Survey Analyst 3	\$115.52
SUR UAS Operator	\$106.00
SUR Crew Chief	\$99.66
SUR 1-person Survey Crew	\$99.66
SUR Instrument Operator	\$93.79
SUR Aerial Sensor Operator	\$89.29
Secretary/Clerical	\$87.09
SUR Mobile Survey Analyst 1	\$85.42
SUR Survey/GIS/SUE Analyst 1	\$83.75
SUR Rod Person	\$67.00

<b>Geotechnical Engineering</b> <i>GSE Engineering and Consulting, Inc.*</i>	<b>Rate</b>
---	-------------

MAT Chief Engineer	\$163.08
MAT Principal Engineer	\$159.62
MAT Engineer Intern	\$112.77
MAT Asphalt Plant Inspector	\$106.28
MAT CADD/Computer Technician	\$93.83
MAT Technical Secretary	\$86.75
MAT Senior Engineering Technician	\$80.58
MAT Engineering Technician	\$68.57

<b>Geotechnical Engineering</b> <i>Environmental and Geotechnical Specialists, Inc. (EGS)*</i>	<b>Rate</b>
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MAT Chief Engineer	\$306.95
MAT Senior Engineer	\$257.20
MAT Engineer	\$198.96
MAT Senior Engineering Technician	\$198.24
MOT - Qualified Worksite Traffic Supervisor	\$149.21
MAT Secretary/Clerical	\$149.21
MAT CADD/Computer Tech.	\$144.95
MAT Engineer Intern	\$141.75
MAT Engineering Technician	\$82.41

<b>Planning</b>	<b>Rate</b>
<i>Kimley-Horn and Associates, Inc.</i>	
Chief Engineer 2	\$322.39
Chief Engineer 1	\$320.19
Chief Planner	\$315.32
Chief Scientist	\$287.61
Senior Engineer 1	\$258.60
Engineer 2	\$223.19
Engineer 1	\$193.80
Chief Designer	\$163.93
Engineering Intern	\$143.05
Environmental Specialist	\$141.85
Senior Designer	\$102.44
Secretary/Clerical	\$95.43

<b>Landscape Design</b>	<b>Rate</b>
<i>Kimley-Horn and Associates, Inc.</i>	
Senior Landscape Architect	\$264.86
Project Landscape Architect	\$180.31
Landscape Designer/Landscape Planner	\$143.24
Landscape Architect Intern	\$103.83

<b>Architect</b>	<b>Rate</b>
<i>rhodes + brito Architects, Inc.*</i>	
Project Manager 3	\$163.66
Architect	\$113.13
Interior Designer	\$114.22
Senior Designer	\$107.85
Designer	\$93.83

### **Exhibit 3: Insurance Requirements**

#### **TYPE “B” INSURANCE REQUIREMENTS “Professional or Consulting Services”**

Architect shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Architect, his agents, representatives, employees or subconsultants.

**I. COMMERCIAL GENERAL LIABILITY.**

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

**II. AUTOMOBILE LIABILITY.**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

**III. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.**

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

**IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).**

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

**V. OTHER INSURANCE PROVISIONS.**

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
  - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Architect; products and completed operations of the Architect; or automobiles owned, leased, hired or borrowed by the Architect.
  - 2 The Architect’s insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Architect’s insurance and shall be non-contributory.
- C All Coverages
  - 1 The Architect shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

**VI. SUBCONSULTANTS**

Contractors shall include all subcontractors as insured under its policies. All sub consultants shall be subject to the requirements stated herein.

**CERTIFICATE HOLDER:**

**Alachua County Board of County Commissioners**

**Exhibit 3-A: Certificate of Insurance**

**Exhibit 4: Closeout Checklist**

*Contract Closeout occurs when all obligations are met and all legal, administrative, and managerial tasks are executed.*

**Contract No. 14060 – Civil Engineering Services for Itemized Transportation Projects with Kimley-Horn and Associates, Inc.**

*Complete all applicable items.*

<b>ACTION/ITEM</b>	<b>Date Completed (by Vendor)</b>	<b>Vendor (initials)</b>	<b>County (initials)</b>
<b>General Requirements (Should be required on most Contracts)</b>			
All contractual obligations are completed <i>(include list of exceptions as an attachment)</i>			
All invoices, except for the final, are submitted and paid			
All testing reports have been received and analyzed			
Final amount paid via this Contract			
Parties agree that no claims, issues, or unresolved matters exist on the contract			
<b>Contract Specific Requirements (All may not apply)</b>			
All inspections are completed and accepted			
Any County-furnished property is returned			
The contractor has closed any subcontracts that may exist			
All sub-contractor(s) have been paid in full <i>(include a table of sub-contractor(s) names with total amounts paid to each as an attachment)</i>			
Any access or security badges and keys are returned and are accounted for			
All warranties, training material, or other final deliverables are obtained			
All Bond requirements have been met			
Certificates of substantial completion or final completion are obtained			
Other administrative or contractual requirements are met <i>(include list of items as an attachment)</i>			

**CONTRACT ADMINISTRATOR APPROVAL TO CLOSEOUT CONTRACT**

\_\_\_\_\_  
Vendor/Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Administrator Signature

\_\_\_\_\_  
Date



**Certificate Of Completion**

Envelope Id: 17B0A10BE5C14F89AC53B326829A444F	Status: Completed
Subject: Complete with DocuSign: #14060 - Civil Eng. for Itemized Transportation Projects w/Alachua County	
Source Envelope:	
Document Pages: 20	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Michelle Guidry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	mguidry@alachuacounty.us
	IP Address: 163.120.80.11


**Record Tracking**

Status: Original 9/19/2024 10:13:52 AM	Holder: Michelle Guidry mguidry@alachuacounty.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

**Signer Events**

Christopher Towne, P.E.  
chris.towne@kimley-horn.com  
Associate  
Security Level: Email, Account Authentication (None)

**Signature**

Signed by:  
  
F45C81DE81594AD...  
Signature Adoption: Pre-selected Style  
Using IP Address: 134.238.172.9

**Timestamp**

Sent: 9/19/2024 10:17:02 AM  
Resent: 10/3/2024 2:27:16 PM  
Viewed: 10/24/2024 11:14:33 AM  
Signed: 10/24/2024 11:15:37 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 9/19/2024 10:23:06 AM  
ID: eea93c50-5340-481a-a5e8-9f348b1d8c7c

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Thomas (Jon) Rouse  
trouse@alachuacounty.us  
Contracts Supervisor  
Alachua County Board of County Commissioners  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 10/24/2024 11:15:39 AM  
Viewed: 10/24/2024 1:06:56 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carolyn Miller  
crmiller@alachuacounty.us  
Procurement Specialist  
Procurement  
Security Level: Email, Account Authentication (None)

**COPIED**

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**Electronic Record and Signature Disclosure:**  
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Carbon Copy Events	Status	Timestamp
Barbara Fair bafair@alachuacounty.us Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 10/24/2024 11:15:40 AM Viewed: 10/24/2024 11:25:38 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/19/2024 10:17:02 AM
Certified Delivered	Security Checked	10/24/2024 11:14:33 AM
Signing Complete	Security Checked	10/24/2024 11:15:37 AM
Completed	Security Checked	10/24/2024 11:15:40 AM

Payment Events	Status	Timestamps
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**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Alachua County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us)

**To advise Alachua County of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Alachua County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Alachua County**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.



**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 August 12, 2024 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:

  
Richard N. Cook, Secretary

(corporate seal)





**Kimley-Horn and Associates, Inc.  
STANDARD CONTRACT SIGNING AUTHORITY  
August 12, 2024**

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

**ATLANTIC**

BALTIMORE CITY

Monaco, Melanie L.  
Prosser, Thomas M.

BALTIMORE COUNTY

Bishop, Matt A.  
Linkous, Blaine W.

BOSTON

Johnson, Britton E.  
Léonor, Danielle D.  
Scully, William J.

HARRISBURG

Greene, Cory H.

LOUDOUN

Harris, Michael J.

NORTHERN VIRGINIA

Aimone, Keith W.  
Jesensky, Kenneth R.  
Knox, Sarah E.  
Mcintyre, Emma J.  
Neupane, Sangam  
Phillips, Mark R.  
Timothy, Heather R.

PHILADELPHIA

CENTER CITY

Buckley, Steve M.  
Katelhon, Thomas  
Lohr, Andrew J.  
Vernon, Paul A.

PHILADELPHIA

SUBURBAN

Caponigro, Anthony A.

PITTSBURGH

DePaolis, Jeffrey M.  
Dunmire, Dennis S.

PRINCETON

Mitsmenn, Ben J.  
Motiani, Dhanesh N.

RICHMOND

Anderson, Laura P.  
Brooks, Jordan K.  
Capparuccini, David M.  
Ellington, David B.  
Nagle, Andrew S.  
Robertson, Nicholas L.  
Sciarrino, Sarah A.  
Tussing, Ellen

VIRGINIA BEACH

Benson, Laurence N.  
Berger, Kodi L.

Bourke, Kathryn B.

Callan, Angela F.  
Clark, Ryan D.  
Gruzd, Jeremy R.  
Henderson, Grace M.  
Pryor, David W.  
Reim, Benjamin D.  
Romano, Nicholas P.  
Sweeney, Lauren E.  
Weist, Jamie H.

**CALIFORNIA**

LONG BEACH

Beltran, Amelia M.  
Starkey, Jonathan H.

LOS ANGELES

Bouchet, Maya J.  
Chandrasekhar,  
Sowmya  
Choi, Michael  
Dias, Nicole M.

OAKLAND

Aguigui, Kevin G.  
Chang, Elbert K.  
Dole, Ryan J.

ORANGE

Briggs, Trevor B.  
Elmezain, Othman M.  
Gaines, Terrence A.  
Koivuniemi, Kyle R.  
Lepore, Michael J.  
Smith, Hannah M.  
Zuwawa, Ahmed

PLEASANTON

Chazbek, Chadi  
Falgout, Mark A.  
Huie, Ben Q.  
Hoac, Anthony G.  
Muthireddy, Prasanna R.  
Whaley, Tyler J.

RIVERSIDE

Alvarez, Leticia  
Hoffman, Frank  
Sutton, Mike S.  
Thomas, Kevin G.

SACRAMENTO

Bhatt, Sheetal K.  
Carley, Daniel C.  
Gregerson, Chris P.  
Paderna, Robert V.

SAN DIEGO

Allegoran, Ian B.  
Boukai, Emily

Dethlefsen, Caroline

Diorio, Michael A.  
Jumanan, Lauren K.  
Kragel, Kyle C.  
Moreno, Tammie C.  
Oleskowicz, Nick J.

SAN JOSE

Nguyen, Samantha  
Morgan, Matthew J.  
Roecks, Erica A.  
Silkwood, Blake A.  
Tanner, Monica R.

SAN MATEO

Nelson, Kari K.  
Braun, Tatiana

**CAROLINAS**

CHARLESTON

Sutherland, Marianne M.  
Warfield, M. Casey

CHARLOTTE

Claudio-Diaz, Jason L.  
Racer, Joseph M.  
Spacek, Anthony J.  
Watts, Austin L.

COLUMBIA

Clamp, Blake A.

DURHAM

DOWNTOWN

Purvis, Zachary G.  
Raney, Nolan D.

FORT MILL

Massey, Amy B.

GREENVILLE

Hensley, Stephen A.

HOLLY SPRINGS

Brewer, William J.

RALEIGH

Bostic, Christopher O.  
Dale, Jeffery W.  
Fluitt, Jon T.  
Griffin, Josh W.  
Howell, Cory J.  
Markland, Keith R.  
Moore, Jeffrey W.  
Netzer, Lesley E.  
Phillips, Stacie L.  
Robinson, Larry D.

**CENTRAL**

CELINA

Dufour, Ryan T.  
Hensley, Todd A.  
Malan, Craig M.  
Murphree, Brent L.

DALLAS

Dolian, Jeffrey W.  
DeWeirdt, David J.  
Meza, Sarah M.  
Moody, Bryan R.  
Ploetzner, Jamie L.

DALLAS DOWNTOWN

Drake, Emily L.  
Scott, Sarah E.

FORT WORTH

Brewer, Cody R.  
Igo, Chris P.  
Kubista, Kyle P.  
Landon, Jeff R.

FRISCO

Fletcher, Thomas L.  
Kaiser, Jason M.  
Ross, Casey J.

IRVING/LAS COLINAS

Delmotte, Ryan M.

MCKINNEY

Budke, Andrew J.  
Riccardi, Joseph C.  
Strouse, Todd L.

NORTHWEST

ARKANSAS

Cox, B. Matthew

OKLAHOMA CITY

Cooksey, Steven R.  
Schmidt, Luke A.

RICHARDSON

Halloin, David M.  
Kerby, Jonathan C.  
New, Nathan C.

SHERMAN

Carlisle, Michael J.

TERRELL

Lucas, Matthew A.

**FLORIDA**

BOCA-DELRAY

Horning, Joshua D.

Walker, Brady J.

DAYTONA

Stubbs, Jarod C.

FORT LAUDERDALE

Balaban, George  
Cordasco, John L.  
Lafferty, John F.  
Rairden, Ian M.

FORT MYERS

Ebrahimi, Sina E.  
Mercer, David K.

GAINESVILLE

Brighton, Ali H.

JACKSONVILLE

Deitsch, Brian S.  
Schilling, William J.  
Krehbiel, Wendy J.

LAKELAND

Davies, Mark S.  
Wynn, Jared M.

MIAMI

Carreno Jacqueline A.  
Fuentes, Juan J.  
Herrera, Alberto P.  
Lizama, Ignacio L.  
Pasken, Kenneth A.

OCALA

Ansari, Mohammad A  
Elliott, Cara A.  
Garri, Alan J.  
Hill, Stewart L.  
London, Joseph C.  
Mora, Nick J.

ORLANDO

Ashby, Brian S.  
Breton, Ramon F.  
Gallo, Victor H.  
Garau, Michael  
Gillespie, Matthew S.  
Romano, Steve N.  
Stickler, Jennifer J.  
Swisher, Jeff R.  
Taylor, James M.  
Woodward, Mike R.

PANAMA CITY BEACH

Brittain, Jeff M.

SARASOTA

Cianfaglione, Chris D.  
Conerly, William E.  
Leep, Jordan E.

**Kimley-Horn and Associates, Inc.  
STANDARD CONTRACT SIGNING AUTHORITY  
August 12, 2024**

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

ST. PETERSBURG

Arriaga, Brooke  
Hughes, Shelby N.  
Schneider, Jared R.

TALLAHASSEE

Appel, Felicity  
Clayton, Brennon M.  
Dempsey, Dwight D.  
Lewis, Kelsey V.  
Snipes, Cameron R.  
Stewart, Erin A.

TAMPA

Hatton, Christopher C.  
Johnson, Sarah P.

VERO BEACH

Grimaldi, Jill T.  
Hollen, Christopher J.

WEST PALM BEACH

Fairchild, Angelina G.  
Regueiro, Eric  
Johnson, Brett A.  
Kagawa, Ron M.  
Long, Jon C.  
Meyer, Alexis E.  
Ng, Hooi Gin

WPB DOWNTOWN

Haigh, Jonathan D.

**MIDWEST**

CHICAGO DOWNTOWN

Panter, Jake H.  
Whitson, Bryan D.

CHICAGO NORTH SUBURBS

Duyar, Melissa

CHICAGO WEST SUBURBS

Albers, Emma J.  
Eschbach, Taylor R.  
Kenyon, Jared J.

COLUMBUS

Kufahl, Gregory D.  
Kershner, Kevin D.  
Schneider, Andrew M.  
Schnug, Regan A.

INDIANAPOLIS

Timko, Michael J.

KANSAS CITY

Gallo, Anthony A.  
Myers, Zachary

Wysong, Tyler A.

TWIN CITIES

Catchpool, Alan L.  
Robinson, Gregory W.  
Tadt, Eric J.

TWIN CITIES-SOUTH

Luke Moren

TWIN CITIES- WEST

Manning, Jon T.  
Koller, Andrea P.  
Sieh, Patricia D.

**MOUNTAIN PACIFIC**

BELLEVUE

Miller, Christopher H.

BOISE

Bard, Teller R.

BROOMFIELD

Kahn, Jeremy

COLORADO SPRINGS

Kofford, Kevin R.

DENVER

Griffin, Erin L.  
Hopkins, Christopher E.

Madrid, Shelby A.  
Watson, Kyle E.

EVERETT

Koltonowski, Edward T.  
Lincoln, Bradley J.  
Martin, Deanna

PORTLAND

Baxter, Donald J.

SALT LAKE CITY

Herrick, Christine N.  
Morton, Leslie  
Risano, Amanda J.  
Williams, Nicole M.

SEATTLE

Chen, Nicholas R.

UTAH COUNTY

Bick, Christopher P.

**SOUTHWEST**

LAS VEGAS

Ackeret, Thomas E.  
Saner, Lindsay  
Wakenhut, Jonathan R.

MESA

Bearat, Lina H.  
Haase, Deanna C.  
Wright, Bryan M.

PHOENIX

Artiles, Amoldo A.  
Burgess, Lisa M.  
Colombo, Michael A.  
Haney, Stephen E.  
Jones, Traver M.  
Kay, Tyler W.  
Rutkowski, David R.  
Schmidt, Zachary R.  
Whitehurst, Eric A.  
Woolery, Christopher C.

RENO

Giacomin, David J.

TUCSON

Field, Rebeca V.

**SOUTH**

ALPHARETTA

Clark, Logan D.  
Landry, Troy M.  
Edmonson, William C.  
Rubenstein, Marcus A.  
Reynolds, Josh C.  
Zittrauer, Derek M.

ATLANTA

Horbal, Bradley L.  
Smith, Patrick N.

ATLANTA MIDTOWN

Manners, Jason R.  
Pastore, Cristina C.  
Skinner, Shannon  
Skidmore, Ben W.  
Zhang, Bingling

BIRMINGHAM

Johnson, Elizabeth H.

FRANKLIN

McGowan, Mary G.

HUNTSVILLE

Smith, Clay B.

MEMPHIS

Mays, James D.  
Swett, Douglas A.

NASHVILLE

Boles, Brendan J.  
Boyd, Mark R.  
Eley, Alisha R.

Krebs, Meridith C.

**TEXAS SOUTH**

AUSTIN EAST

Garau, Natalia  
Ponton, Clinton J.

AUSTIN NORTH

Rojas, Santiago A.  
Araque  
Fowler, Thomas M.  
Kiewit, Jordan S.  
Parker, Brian J.  
Smith, Robert J.  
Steadman, Alexander C.  
Wilkins, Bradley M.

AUSTIN SOUTH

Green, Benjamin L.  
Shoppa, Dwayne M.  
Pheiffer, Sam T.  
Williams, Robert B.

BRYAN/COLLEGE STATION

Harris, Joseph C.

GEORGETOWN

Helton, Austin S.  
Miksch, Joshua W.

HOUSTON

Allsop, Benjamin C.  
Cargill, Kenneth W.  
Kelly, Stephen J.  
Kirkland, Mark R.

PEARLAND

Hall, Andrew T.  
Deshpande, Vivek

SAN ANTONIO

Avery, Amy E.  
Link, Jason, R.  
Parenica, Aaron K.  
Underwood, Richard J.

SAN MARCOS

Schaefer, Jordan P.

THE WOODLANDS

Lewis, Tyler W.

**Kimley-Horn and Associates, Inc.**  
**FULL CONTRACT SIGNING AUTHORITY**  
**August 12, 2024**

The following individuals have authority to sign both standard and non-standard agreements directly related to serving clients ("Project Agreements"). Project Agreements include client contracts, subcontracts, project-specific vendor agreements, IPO's, contract amendments, non-disclosure agreements, teaming agreements, project-specific equipment and facility rental agreements for specific projects, and certifications related to proposals. This document does not grant authorization to sign other types of contracts or legal documents not directly related to client service such as office leases, software purchase or license agreements, tax returns, purchase agreements for supplies, or agreements to procure accounting, legal, recruiting, or similar services.

**ATLANTIC**BALTIMORE CITY

Falk, Katherine W.  
 Kraft, Jonathan H.  
 Miller, Sean T.  
 Smith, Jeff B.

BALTIMORE COUNTY

Leffner, Nicholas J.  
 Hutton, Heather

BOSTON

Jacques, Christopher  
 Keegan, Katherine A.

CHARLOTTESVILLE

Oliver, Jonathan H.

HARRISBURG

Bankert, Larry I.  
 McGinley, Steve M.

LOUDOUN

Bollinger, Kyle T.  
 Giffin, Geoffrey D.

NORTHERN VIRGINIA

Carter, Erica V.  
 D'Alessandro, Jonathan J.  
 Elman, Paul D.  
 Howell, Christopher M.  
 Kauppila, John L.  
 Koopman, Jennifer R.  
 Lefton, Steven E.  
 Millot, Sean M.  
 Murphy, Erin M.  
 Musson, David B.  
 Prunty, Robert W.  
 Samba, David B.  
 Sauro, Thomas J.  
 Schrader, Carly N.  
 Smith, Andrew T.  
 Stevens, Ross S.  
 Teague, M. Zach  
 Whyte, Richard D.

PHILADELPHIA

CENTER CITY  
 Harmon, Amanda R.  
 Hughes, Paul W.  
 Morgan, Taylor M.

PITTSBURGH

Beaves, Adele M.  
 Beduhn, Tyler J.  
 Moldovan, William

PRINCETON

Diggan, Tony W.  
 Gibson, Adam T.

RICHMOND

Chance, Maxwell P.  
 Crum, Katie E.  
 Dougherty, Sean P.  
 Harrell, Matthew T.  
 Heustess, Aaron M.  
 Hill, Corey W.  
 Lickliter, Ashley C.  
 McCray, Danielle R.  
 McPeters, Brian A.  
 Perkins, Ryan R.  
 White, Timothy E.

VIRGINIA BEACH

Chambers, Jon S.  
 Dallman, David B.  
 Davidson, Scott O.  
 Farthing, Andrew P.  
 France, William D.  
 Funk, Gerald S.  
 Holland, Kimberly R.  
 Holland, Stephen R.  
 Mackey, William F.  
 Mertig, Karl E.  
 Miller Edward W.  
 Moser, Emily A.  
 Niss, Robyn M.  
 Royal, Jack R.  
 Schmitt, Gregory H.  
 Votava Charles F.  
 Wharton, Michelle L.  
 Williams, Kyle D.  
 Yee, Leong Wee

WHITE PLAINS

Canning, Thomas J.  
 Van Hise, Kevin A.

**CALIFORNIA**LONG BEACH

Hewitt, Melissa A.  
 Phillips, Chad E.

LOS ANGELES

Chakravarthy, Srikanth

Duong, Danh

Fares, Jean B.  
 Kyle, Gregory S  
 Phaneuf, Alyssa S.  
 Ranta, Shahrzad

OAKLAND

Akwabi, Kwasi  
 Colety, Mike D.  
 Dankberg, Adam J.

ORANGE

Adrian, Darren J.  
 Bossu, David M.  
 Glaze, Jacob S.  
 Kerry, Nicole M.  
 Matson, Jason B.  
 Marechal, Jason A.  
 Melchor, Jason J.  
 Melvin, M. Pearse

PLEASANTON

Durrenberger, Randal R.  
 Johnson, Miles R.  
 Mehta, Parag G.  
 Mowery, Michael C.  
 Sowers, Brian E.

RIVERSIDE

Cowan, Eugene D.  
 Pollock, John A.

SACRAMENTO

Melvin, Enda  
 Pittalwala, Fareed S.  
 Schmitt, Michael L.  
 Tait, Zachary T.  
 Weir, Matthew D.

SAN DIEGO

Barlow, Matthew T.  
 Becker, Justin S.  
 Harry, Jennifer L.  
 Kaltsas, Joseph D.  
 Madsen, Michael P.  
 McCormick, Matthew B.  
 McWhorter, Samuel L.  
 Podegracz, Anthony J.  
 Ulery, Megan R.  
 Valencia, Jason B.

SAN JOSE

Hamilton, Robert J.  
 Hedayat, Leyla  
 Venter Frederik J.

SAN MATEO

Pulliam, John E.

**CAROLINAS**CHARLESTON

Edmonson, William C.  
 Guy, Jonathan R.

CHARLOTTE

Blakley, Jr., Stephen W.  
 Denney, Seth A.  
 Edwards, Matthew A.  
 Lewis, Ryan T.  
 Pattison, Paul G.  
 Racer, Joseph M.  
 Taylor, Benjamin S.

COLUMBIA

Iser, Christopher M.

DURHAM DOWNTOWN

Lewellyn, Earl R.

FORT MILL

Holcomb, John E.

RALEIGH

Adams, Richard C.  
 Barber, Barry L.  
 Beck, Chadwick W.  
 Brewer, Brian J.  
 Cochran, Adam P.  
 Cook, Richard N.  
 Deans, Neil T.  
 Flanagan, Tammy L.  
 Keil, Ashley R.  
 Kuzenski, John D.  
 Leverett, Christopher C.  
 Meador, Emily H.  
 Netzer, Lesley E.  
 Thompson, Erin K.

**CENTRAL**DALLAS

Fraccaro, Joseph A.  
 Galloway, Steven D.  
 Gary, Glenn A.  
 Harris, Mark E.  
 Henrichs, Tyler B.  
 Hoppers, Kevin P.  
 Moss, Bradley J.  
 Nathan, Aaron W.

Rader, Aaron K.

Samarripas, Anthony M.  
 Sulkowski, Nicholas E.  
 Williamson, Sarah T.

FORT WORTH

Arnold, Douglas M.  
 Arnold, Scott R.  
 Atkins, John R.  
 Hill, Bradley J.  
 James, Richard J.  
 Webb, Floyd C.

FRISCO

Brignon, Brit A.  
 Coppin, Thomas G.  
 McCracken, Paul D.  
 Dickey, Kyle A.

IRVING/LAS COLINAS

Ante, Louis N.

**FLORIDA**BOCA-DELRAY

Webber, Jason A.  
 Haggerty, Jordan L.

FORT LAUDERDALE

Alam, Mudassar M.  
 Capelli, Jill A.  
 Dabkowski, Adrian K.  
 Emmons, Erin N.  
 Falce, Christopher T.  
 McWilliams, John J.  
 Ratay, Gary R.  
 Robertson, Stewart E.  
 Viola, Stefano F.

FORT MYERS

Bryant, M. Lewis  
 Clark, Kellie R.

GAINESVILLE

Towne, Christopher

JACKSONVILLE

Brenny, Martin T.  
 Mecca, Joseph P.  
 Mullis, Raiford M.  
 Roland, George E.  
 Shelton, Mark W.

LAKELAND

Lewis, Jason A.

**Kimley-Horn and Associates, Inc.  
FULL CONTRACT SIGNING AUTHORITY  
August 12, 2024**

Wilson, Mark E.  
White, Wayne E.  
MELBOURNE  
Husainy, Kinan F.

MIAMI  
Almonte, Leonte I.  
Baldo, Burt L.  
Buchler, Aaron E.  
Collier, Julio A.  
Fernandez, Jorge L.  
Fye, Barton J.

OCALA  
Busche, Richard V.  
Gartner, Amber L.  
Losito, Gene B.

ORLANDO  
Chau, Hao T.  
Lenzen, Brent A.  
Littrell, Lance R.  
Martin, Jonathan A.  
Mingonet, Milton S.  
Roberts, Heather A.  
Stickler, Brooks A.  
Thigpen, Jonathan D.  
Wetherell, Ryan S.

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

ST. PETERSBURG  
Dodge, Dawn M.  
Walker, Jordan W.

TALLAHASSEE  
Barr, Richard R.  
DeVeau, Zachariah A.  
Kalbi, Shawn C.

TAMPA  
Bulloch, Kelly B.  
Collins III, Carroll E.  
Gilner, Scott W.  
Lee, Nathan Q.

VERO BEACH  
Good, Brian A.  
Lawson, Jacob B.  
Roberson, Kevin M.  
Thomas, Melibe S.  
Van Rens, Peter J.

WEST PALM BEACH  
Lee, Jason R.  
Long, Jamea M.  
Mufleh, Marwan H.  
Rapp, Bryan T.  
Schanen, Kevin M.  
Schwartz, Michael F.

Tercilla, Lindsey A.  
Walthall, David W.  
WPB DOWNTOWN  
Heggen, Christopher W.  
Spruce, Michael D.

MIDWEST  
CHICAGO  
DOWNTOWN  
Lemmon, Peter C.  
Marnell, Colleen L.  
Mayer, Joseph P.  
Morton, Jr., Arthur J.

CHICAGO NORTH  
SUBURBS  
Cooper, Jason C.  
Tracy, Eric J.  
West, Craig L

CHICAGO WEST  
SUBURBS  
Fancier-Splitt, Rory K.  
Gamer, Chad S.  
Heinen, Andrew N.  
Kaufman, Phil R.  
Walker, Michaela E.  
Walker, William A.

COLUMBUS  
Muller, Justin M.  
Reeves, Michael C.  
Schall, Andrew J.

INDIANAPOLIS  
Butz, Jr., William A.  
Sheward, Bryan A.  
Wolfred, Maurice A.

KANSAS CITY  
Kist, Matthew D.  
McKerrow, Jeff D.

NORTHEAST OHIO  
Clements, Kevin J.

TWIN CITIES  
Bishop, Mark C.  
Bourdon, Brandon J.  
Coyle, Daniel J.  
Elegert, Brandon R.  
Fosmo, Eric J.  
Hume, Robert M.  
Jensen, Matthew D.  
Matzek, William D.  
Phipps, Ryan A.  
Schmitz, William J.  
Wall, Lisa M.  
Zimmerman, David

TWIN CITIES- WEST  
Kuhnau, JoNette L.  
Wurdeman, Brian M.

MOUNTAIN PACIFIC  
ASPEN  
Christensen, Bryce E.

BOISE  
McDougald, Brandon D.  
Nicholson, Tim P.

BROOMFIELD  
Pratt, Anthony J.

COLORADO SPRINGS  
Gunderson, Eric J.  
Hess, Mitchell O.

DENVER  
Andryscik, Kory J.  
Colvin, Scott W.  
Garinger, Amy M.  
Heiberger, John R.  
Krell, Gabriel M.  
Phelps, Randall J.  
Rowe, Curtis D.  
Salvagio, Robin  
Skeehan, Daniel L.  
Sobieski, Dennis M.  
McGee, Meaghan M.  
Valentine, Brian W.  
Wilhelm, William R.

FORT COLLINS  
Felton, Emily P.

PORTLAND  
Belsick, Jody W.  
Meyerhofer, Peter N.

SALT LAKE CITY  
Crowther, Brent C.  
Gresham, Teresa R.  
Johnson, Zachary A.  
O'Brien, Molly M.

SEATTLE  
Kamerath, Marcy  
Reeverts, Canaan H.  
Williams, David S.

SOUTHWEST

LAS VEGAS  
Ahartz, Shannon R.  
Jones, Christopher R.  
Moles, Richard A.  
Moore, Devin V.  
Mosley, Michael S.  
Wolf, Treasea

MESA  
Burm, Jason M.  
Grandy, Michael L.  
Margetts, Sterling T.  
Mutti, Brent H.

Walnum, Nathan C.  
PHOENIX  
Christian, Rajesh S.  
Connelly, Alissa J.  
Delmarter, Michael L.  
Ehrick, Taylor R.  
Henderson, Benjamin J.  
Thoma, Jayme R.  
Jupp, Andrew M.  
Kimm, Kevin J.  
Kissinger, John C.  
Leistiko, David J.  
Marellá, Damon J.  
Perillo, Adam C.  
Sjogren, Timothy P.  
Smalkoski, Brian R.

RENO  
Hildebrandt, Timothy H.  
Nasset, Brent J.

TUCSON  
Payne, Kevin W.  
Rhine, Timothy J.

SOUTH

ALPHARETTA  
Fanney, Angela L.  
Fanney, Lawson H.  
Hamilton, James R.  
James, Alvin B.  
Shearouse, Sarah  
Stricklin, David L.  
Walker, John D.

ATLANTA  
Ergle, Kevin B.  
Fink, Kenneth L.

ATLANTA MIDTOWN  
Bosman, Eric S.  
Coleman, Sean H.  
Elsley, Jeffrey B.  
Johnston, Sean P.  
Ross, Robert A.  
Triplett, Katherine R.

BIRMINGHAM  
Bailey, Clark B.

MEMPHIS  
Danley, Drake E.  
Minor, Henry W.  
Peregoy, Samuel J.  
Peregoy, Jennifer M.

MOBILE  
Starling, Charles H.

NASHVILLE  
Creasman, Brett R.  
Dufour, Zachary J.

Espelet, Leonardo E.  
McMaster, Ryan L.  
Neal, Philip H.  
Rhodes, Christopher D.

SAVANNAH  
Gwaltney, Jamie N.  
Marsengill, Chris C.

WOODSTOCK  
West, Brian B.

TEXAS SOUTH

AUSTIN NORTH  
Boecker, Brian C.  
Neal, Trey A.  
VanLeeuwen, Andrew W.

AUSTIN SOUTH  
Hudson, Harrison M.  
Mason, Sean R.

BRYAN/COLLEGE  
STATION  
Lucas, Michael D.

HOUSTON  
Frysinger, Ashley M.  
Frysinger, Chris V.  
Guillory, Michael B.

SAN ANTONIO  
Farnsworth, Jeffrey A.  
Holscher, Nicholas F.

THE WOODLANDS  
Freeman, Jr., Steven C.

### Certificate Of Completion

Envelope Id: E5EDC94A5FF94E28B2BAA6F729A4404F

Status: Completed

Subject: Complete with Docusign: #14060 - Civil Eng. for Itemized Trans. Projects with Kimley-Horn

Source Envelope:

Document Pages: 30

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Michelle Guidry

AutoNav: Enabled

mguidry@alachuacounty.us

Envelopeld Stamping: Enabled

IP Address: 163.120.80.11

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

### Record Tracking

Status: Original

Holder: Michelle Guidry

Location: DocuSign

10/28/2024 12:23:05 PM

mguidry@alachuacounty.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Alachua County

Location: DocuSign

### Signer Events

### Signature

### Timestamp

Diana Johnson

Signed by:

Sent: 10/28/2024 12:33:32 PM

dmjohnson@alachuacounty.us

Resent: 11/12/2024 4:09:57 PM

CountyAttyOffice

Viewed: 11/12/2024 4:13:15 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Signed: 11/18/2024 8:43:29 AM

Using IP Address: 163.120.80.69

### Electronic Record and Signature Disclosure:

Accepted: 11/17/2024 11:23:33 PM

ID: 3365d61d-a059-454a-8e2e-6139a24f761d

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

Thomas (Jon) Rouse

**COPIED**

Sent: 11/18/2024 8:43:31 AM

trouse@alachuacounty.us

Viewed: 11/18/2024 8:48:20 AM

Contracts Supervisor

Alachua County Board of County Commissioners

Security Level: Email, Account Authentication (None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carolyn Miller

**COPIED**

Sent: 11/18/2024 8:43:32 AM

crmiller@alachuacounty.us

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Procurement Specialist

Procurement

Security Level: Email, Account Authentication (None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Barbara Fair bafair@alachuacounty.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/18/2024 8:43:32 AM Viewed: 11/18/2024 8:47:07 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/28/2024 12:33:33 PM
Envelope Updated	Security Checked	11/12/2024 4:09:52 PM
Envelope Updated	Security Checked	11/12/2024 4:09:52 PM
Certified Delivered	Security Checked	11/12/2024 4:13:15 PM
Signing Complete	Security Checked	11/18/2024 8:43:29 AM
Completed	Security Checked	11/18/2024 8:43:32 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Alachua County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us)

### **To advise Alachua County of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Alachua County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Alachua County**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.