

**PROFESSIONAL SERVICES AGREEMENT FOR A CONSULTING SERVICES FOR THE
CITY OF OKLAHOMA CITY’S COMPREHENSIVE SAFETY ACTION PLANNING**

This Professional Services Agreement (hereinafter “Agreement”) is entered into as of this 19TH day of DECEMBER, 2023, by and Kimley-Horn and Associates, Inc. (hereinafter referred to as “Kimley-Horn and Associates” or “Contractor”), and The City of Oklahoma City and any of its public trusts participating in this Agreement, a public body organized under the laws of the State of Oklahoma (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City is a municipal corporation organized and existing under the laws of the State of Oklahoma; and

WHEREAS, on July 18, 2023 the City Council approved RFP-OCITY-24721 for advertisement, a Request for Proposals (RFP) to solicit proposals from qualified consultants to study and write a comprehensive safety action plan for the City of Oklahoma City; and

WHEREAS, the City received proposals from consultants in response to RFP-OCITY-24721 on or before August 16, 2023; a selection committee conducted interviews and recommended Kimley-Horn and Associates, Inc.; and

WHEREAS, Kimley-Horn and Associates represented itself, both in its response (“Proposal”) and its interviews (“Interviews”) as an expert in the field of safety action plans with skilled professionals willing, able, and capable of providing the services timely and as requested and required by the City in the RFP; and

WHEREAS, based upon the representations, guarantees, and warranties expressed by Kimley-Horn and Associates both in the Proposal and the Interviews, the selection committee recommended City staff develop a scope of work and this Agreement with Kimley-Horn and Associates for City Council approval; and

WHEREAS, Kimley-Horn and Associates will develop and execute a detailed study, as outlined in this Agreement’s Scope of Work and attached herein as **ATTACHMENT “A”**, to include 1) An evaluation of the crash and safety data and reporting on the City’s High Injury Network, 2) Stakeholder engagement meetings with city staff, representatives and the public, 3) Develop new City Design Standards to guide the use of safety countermeasures, 4) Write a new safety action plan and 5) Provide supporting documentation necessary to explain and justify recommendations.

NOW, THEREFORE, The City of Oklahoma City, a municipal corporation, having a principal place of business at 200 North Walker, Oklahoma City, Oklahoma 73102, and Kimley-Horn and Associates, Inc., having a principal place of business located at 4626 Gaillardia Parkway, Suite 250, Oklahoma City, OK 73142, agree to all the foregoing and further agree as follows:

SECTION 1. DEFINITIONS

The following words and phrases, when used in this Agreement, shall have the following meanings:

- A. “Contractor” shall mean Kimley-Horn and Associates, Inc., by and through its board of directors and staff.

- B. "Mayor" and "City Manager" shall mean the Mayor of The City of Oklahoma City and the City Manager of The City of Oklahoma City, respectively.
- C. "Project Manager(s)" shall mean the City employee designated by the City Manager to administer the provisions of this Agreement.
- D. "Scope of Work" shall mean activity to be performed by the Contractor, as identified in this Agreement, utilizing all or part of the funds allocated by The City for this Agreement.
- E. "Work Product" shall mean the documentation and provision of all supporting information, data, documents, and reports required under this Agreement.
- F. "Attachments" shall refer to the following items in this Agreement:

Attachment A: Contractor Scope of Work

Attachment B: Request for Proposal RFP-OCITY-24721

Attachment C: Certificate of Nondiscrimination

Attachment D: Anti-collusion Affidavit

Attachment E: Business Relationship Affidavit

Attachment F: Certificate of Insurance

SECTION 2. SCOPE OF WORK

- A. The Scope of Work to be provided by the Contractor in performance of this Agreement shall consist of the provision of the Scope of Work set forth in **Attachment "A"** and shall not exceed **\$991,000** (inclusive of reimbursable expenses).
- B. It is expressly agreed and understood by the City and the Contractor that this Agreement shall not provide for compensation beyond the end date of the Agreement, that being **January 31, 2025**.
- C. Final Work Products shall be delivered on or before **January 31, 2025**.
- D. The Contractor is not authorized to perform, and shall not be compensated for, any other additional work except as approved in writing by the parties to this Agreement, and at compensation negotiated therein.
- E. Amendments to this Agreement, including changes to the Agreement amount and substantial scope revisions, require approval of the City of Oklahoma City Council.

SECTION 3. INVOICING FOR SERVICES

- A. Invoices. The Contractor shall submit invoices for the Scope of Work performed and expenditures paid by the Contractor during the monthly billing period. Billing periods begin on the first day of the month and end on the last day of the month. Each invoice for that monthly billing period will be signed by the Contractor President or his/her designee and sent to the attention of the Project Manager no later than the 15th day of the month following the billing period.

B. Cost Detail Required.

1. Each item claimed will list the invoice date, name of the provider or vendor, service or item provided, and the amount claimed.
2. Each item of supporting detail will be clearly labeled to correspond to tasks in the Scope of Work.
3. Claims submissions will include any other attachments or information the Contractor deems appropriate to fully inform the Project Manager of the current status of items in the Scope of Work, or as requested by the Project Manager, or The City.
4. Reimbursement related to lodging, meals, and related travel expenses will be only for the days directly associated with performing tasks in the Scope of Work.
5. The City reserves the right to deny reimbursement related to travel expenses for which prior approval was not granted.

C. Requests and Claims for Travel Expenses. All requests for compensation related to travel expenses shall be directly related to the Scope of Work or other requirements set forth in the Agreement.

1. Advance approval in writing or via email from the Project Manager is required for anticipated travel expenses related to the Scope of Work to be provided under this Agreement.
2. Travel requests must show the name and title of the person(s) traveling, the dates of departure and return, destination, purpose of the trip and an itemized estimate of the proposed travel expenses.
3. The City reserves the right to deny approval for travel requests that do not meet the requirements set forth in this Agreement.
4. Claims for reimbursement for approved travel requests must be attached to the next monthly invoice once the travel is complete.
5. All air travel shall be by coach fare unless a lesser fare is available.

D. Other Request for Reimbursement.

1. No request shall be submitted for any personal phone calls or personal items.
2. No request shall be submitted for any beer or alcoholic beverages costs.
3. Any submittal for a meal with a cost of \$40.00 or more must be supported by a copy of the restaurant's bill showing what was ordered and the names of the persons served.
4. Claimed expenses for travel in a private vehicle are limited to the cost per mile specified in the IRS regulations in effect at the time the vehicle was used, and the claim must include the number of miles driven.
5. The City will not reimburse for late charges on any items.

- E. Excessive, Irregular or Late Claims may be Denied. The City reserves the right to deny compensation related to any claims it deems irregular or excessive. The City is not required to accept and process for payment any invoice or Request for Compensation received more than ninety (90) days after the close of the quarterly reporting period. This Agreement is in effect during the FY 24 and FY 25 fiscal year ending June 30 and all claims must be received no later than **February 28, 2025.**

SECTION 4. APPROVAL OF CLAIMS

- A. The Project Manager is authorized to approve claims for compensation, subject to review and approval by the Planning Director or the City Manager or designee.
- B. Upon submittal of the Request for Compensation Invoice by the Contractor, the Project Manager shall review, and approve or reject the payment request as appropriate.
1. If approved pursuant to the process described above, the Project Manager shall cause the invoice to be paid in accordance with the City's purchasing policies and procedures.
 2. If the invoice is rejected, the Project Manager shall notify the Contractor of the reasons for the rejection. The Contractor shall then provide the necessary information, or make the necessary corrections or adjustments, to gain approval of the invoice and payment request.

SECTION 5. MILESTONE PERFORMANCE

As a part of the Scope of Work specified in this Agreement and in order to keep The City informed of progress and accomplishments for each task, the Contractor shall provide monthly correspondence on progress and a summary of task completion with each invoice.

SECTION 6. GENERAL PROVISIONS

- A. The Contractor agrees to devote its best efforts and resources to the Scope of Work and to The City's interests and will endeavor in every way to satisfy all the provisions of this Agreement.
- B. The Contractor agrees to provide and assign to the tasks specified in this Agreement the qualified and competent staff necessary to accomplish the Scope of Work in a viable, efficient, and effective manner.
- C. The Contractor agrees that the standard of care applicable to the Contractor's Scope of Work will be the degree of skill and diligence normally employed by professionals and consultants performing the same or similar services.
- D. The parties hereby agree to provide each other reasonable access to and use of their respective Database Files and Data and other statistical information relative to the Scope of Work and activities to be performed hereunder without cost or charge.

SECTION 7. FINANCIAL RECORDS REPORTING AND ACCESS

- A. The Contractor shall maintain its financial records in accordance with generally accepted accounting principles applied on a consistent basis.

- B. The City reserves the right to examine or audit all documents supporting expenditures, and invoices, at any time, and shall provide written notice of such request whenever possible or practical, but notice is not required. This right shall not expire upon termination of this Agreement.
- C. It should be noted that detailed receipts are submitted to the City as a part of the invoice process under the terms of the Agreement, and a thorough review of all expenditures is performed by City staff prior to reimbursement under the contract.
- D. In the event the Contractor secures an independent audit by a Certified Public Accountant, the City shall be provided a copy of any such audit. In the event of litigation or in situations wherein allegations of financial improprieties are made, the City may require that the Contractor secure and provide an independent audit by a Certified Public Accountant at the Contractor's expense.

SECTION 8. DISCLOSURE

- A. The Contractor hereby agrees to create, collect, and maintain, and to present upon request of the Project Manager, the City Manager, or the City Auditor, any and all financial records, documentation, invoices, agreements, and other detailed information relating to this Agreement. The Contractor shall provide any and all documentation of any and all compensation for work provided in conjunction with the Scope of Work for this Agreement, including administrative, travel and lodging, or other services and expenses provided or to be provided, directly or indirectly, as a whole or as a part, to The City in connection with the performance of this Agreement.
- B. The Contractor will use its best efforts to require its associates to create, collect, and maintain, and to present upon request said information to The City. An "associate" shall mean any person performing work by contract, subcontract or any other arrangement for which reimbursement is or may be sought under this Agreement. Said detailed information maintained by the Contractor and any associate shall be available for inspection at reasonable times.
- C. To the extent possible under law, The City shall assist the Contractor in protecting confidential, trade secret and copyrighted documents, whether disclosed or not under the terms hereof by notifying the Contractor of any such request and providing the Contractor the reasonable opportunity to file an appropriate action precluding the release of such documents by the City. Provided, however, the Contractor shall intervene on its own behalf to establish all grounds for protecting its confidential, trade secret and copyrighted documents at any hearing to determine same.
- D. The Contractor agrees the retention period for all documents required to be maintained under this Agreement shall be five years.

SECTION 9. CONTRACTOR AS INDEPENDENT CONTRACTOR

The parties hereby acknowledge and covenant that the Contractor is an independent contractor and will act exclusively as an independent contractor and not as an employee of the City in performing the duties hereunder. The parties do not intend and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship. The City will not withhold any social security tax, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to the Contractor. All such taxes, if due, are the responsibilities of the Contractor and

will not be charged to the City. The Contractor agrees not to make any claims to any welfare or retirement benefits available to qualified employees of the City, for work done in relation to this Agreement. Contractor, as an independent contractor is responsible for any required workers' compensation coverage or insurance, and under no circumstances shall the Contractor or its employees or agents be considered an employee of The City.

SECTION 10. RECOVERY OF FUNDS

It is expressly understood and agreed The City may recover from the Contractor any funds paid to the Contractor under this Agreement that are later documented to have been improperly claimed or paid. This right shall not expire upon the termination or expiration of this Agreement.

SECTION 11. CANCELLATION

- A. The City may cancel this Agreement, or any portion of this Agreement, upon written notice to the Contractor. Such notice shall be deemed to have been received when deposited in the United States certified mail, with proper address and sufficient postage thereon. If the cancellation is for the convenience of the City and not for any impropriety, default, or breach of contract on the part of the Contractor, the City shall provide ten (10) days written notice of the cancellation. Upon receipt of written notice of cancellation whether for convenience or for cause, the Contractor shall do no further work and make no further commitments or expenditures related to this Agreement without the express written consent of The City.
- B. After the date of cancellation hereof, The City shall compensate the Contractor for work, services and reimbursable expenses actually provided or incurred, and appropriately and properly documented by the Contractor while this Agreement was in effect and incurred up to date of cancellation, all in accordance with the billing procedure and provisions of this Agreement.
- C. The Contractor will deliver to The City, within a reasonably prudent time of its request, such Data and Data Files, Work Product, and materials requested by The City pertaining to the Scope of Work, Work Product and services rendered or to be rendered hereunder. The items to be delivered to The City include, but are not limited to, all drawings, sketches, notes, reports, documents, and information used or to be used in any Projects, and all written original ideas and written concepts being ideas and concepts created as a product of this Agreement which become The City's property by the terms of this Agreement. The City shall have this right during the term of this Agreement and for five years after the termination of this Agreement. The City Manager shall designate a representative or representatives to review these deliverables at any time during the term of this Agreement and for five years after the termination of this Agreement to determine which deliverables the City may request. The Contractor may not destroy any Data and Data Files, Work Product, and materials without the prior written approval of the City Manager.
- D. At any time during the term of this Agreement, The City may cancel any Work Product, service or task to be performed by the Contractor without affecting any other tasks or deliverables in the Scope of Work or the rights of The City hereunder.

SECTION 12. COMPLIANCE WITH ORDINANCES, REGULATIONS, AND STATE LAW

The Contractor shall comply with all existing codes and ordinances of The City, the laws of the State of Oklahoma, and the laws of the United States of America relating or pertaining in any manner to this Agreement.

SECTION 13. PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide regular employee or agent working solely for the Contractor to solicit or secure this Agreement, and that neither the Contractor nor any entity thereof, has paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working for the Contractor, or any entity thereof, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the making of this Agreement.

SECTION 14. NOTICES

A. Notices to The City shall be in writing personally served, faxed, or sent by certified mail to:

Craig Freeman, City Manager
The City of Oklahoma City
200 North Walker Avenue, 3rd Floor
Oklahoma City, OK 73102

with a copy to:

Planning Department
Justin Henry
420 W. Main St., Suite 930
Oklahoma City, OK 73102

Amy Simpson
City Clerk
200 North Walker, 2nd Floor
Oklahoma City, Oklahoma 73102

or to such other official and/or address as The City may from time to time specify in writing.

- B. Notice to the Contractor shall be in writing, personally served or sent by fax or certified mail to the following addresses or to such other official addresses as the Contractor may from time to time specify in writing:

C. Brian Shamburger, Project Manager

Kimley-Horn and Associates, Inc.

4626 Gaillardia Parkway, Suite 250

Oklahoma City, OK 73142

SECTION 15 ASSIGNMENT

This Agreement cannot be assigned or transferred unless approved in writing by The City.

SECTION 16. AMENDMENT

This Agreement may only be modified by written amendment executed by the Contractor and The City.

SECTION 17. DEFEND, INDEMNIFY AND SAVE HARMLESS

To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify and save harmless the City and its officers, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Contractor's negligent acts, operations, errors and/or omissions under or in connection with this Agreement and the parties for whom either entity is legally responsible. The Contractor shall promptly advise the City in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Contractor, at its expense, shall assume the defense of the City with counsel satisfactory to the City. This section shall survive the expiration of this Agreement. Provided, however, the Contractor need not release, defend, indemnify or save harmless the City or its officers, agents and employees, from damages or injuries resulting from the negligence of the City, its officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof and is subject to the limitations in the Oklahoma Statute Title §15-221A.

SECTION 18. INSURANCE

- A. Required insurance shall be carried and maintained throughout the term of this Agreement, and certificates of insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to The City and any participating public trust.
- B. During the term of this Agreement, the Contractor shall provide, pay for, and maintain with companies satisfactory to The City the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the state of Oklahoma. All liability

policies shall provide that The City is named an additional insured as to the operations of the Contractor under this Agreement and shall provide the following Severability of Interest Provision:

With respect to claims involving any insured hereunder, except with respect to limits of insurance, each such interest shall be deemed separate from any and all other interest herein and coverage shall apply as though each such interest was separately insured.

- C. The insurance coverage and limits required under this agreement must be evidenced by properly executed certificates of insurance on the forms furnished by The City. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all required insurance policies shall be provided to The City in a timely manner if requested by The City. The required policies of insurance shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.
- D. No less than thirty (30) days prior written notice by registered or certified mail shall be given to The City of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Contractor shall immediately notify The City and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time The City requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Contractor hereby agrees to promptly authorize and have delivered to The City such statement. The Contractor authorizes The City to confirm all information so furnished as to the Contractor's compliance with its insurance requirements with the Contractor's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by The City. No work shall commence under this Agreement unless and until the required certificates of insurance are provided and in effect.
- E. The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of The City. Such coverage and limits are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, the Contractor should seek professional assistance. The Contractor shall provide to The City evidence of the following insurance requirements as set forth herein:
 - 1. Worker's Compensation. The Contractor shall maintain, during the term of this Agreement, worker's compensation insurance as prescribed by the laws of the state of Oklahoma.
 - 2. Commercial general liability insurance. The Contractor shall maintain during the term of this Agreement sufficient commercial general liability Insurance to protect the Contractor and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under this Agreement, whether such activities, omissions and operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than The City's maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., as amended from time to time and currently are:

- a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
 - b. All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
 - c. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.
3. Automobile liability insurance shall be maintained by the Contractor as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

Bodily injury liability	\$175,000.00 Limit each person
	\$1,000,000.00 Limit each accident
Property damage liability	\$25,000.00 Limit each accident
or	
Bodily injury and	
Property damage liability	\$1,000,000.00 Combined single limit each accident

Any lapse of insurance coverage is declared a breach of this Agreement. The City may, at its option, suspend this Agreement until there is full compliance with this paragraph "Insurance" or terminate this Agreement for nonperformance.

SECTION 19. NONDISCRIMINATION AND IMMIGRATION COMPLIANCE

In connection with the performance of work and/or services under this Contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, gender, sexual orientation, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Contractor shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor shall comply with provisions of § 25-41 of the Oklahoma City Municipal Code, 2010.
- B. The Contractor agrees to comply with all applicable provisions of the "Oklahoma Taxpayer and Citizen Protection Act of 2007," (Act) codified in part at 25 O.S. §§ 1312 and 1313.

- C. In the event of Contractor's noncompliance with the nondiscrimination clause or the immigration requirements set forth in subparagraph (A) and (B) above, this Contract may be suspended, canceled, or terminated by the City. The City may declare The Contractor ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Contractor.
- D. The Contractor agrees to include the nondiscrimination clause in any subcontracts connected with the performance of this Contract.
- E. The Contractor agrees to sign the City's Nondiscrimination Statement **Attachment "C"**.

SECTION 20. NO THIRD-PARTY BENEFICIARIES

The Agreement gives no rights or benefits to anyone other than The City and the Contractor and has no third-party beneficiaries.

SECTION 21. WHOLE AGREEMENT

The Work Product and services to be provided by the Contractor are defined solely by this Agreement, and not by any pre-execution statements, documents, representations, contracts or agreements between the parties that may be associated with this Agreement or the negotiation hereof.

SECTION 22. EFFECTIVE DATE, AGREEMENT TERM, AND TIME

- A. The term of this Agreement shall be effective on the date of approval and execution by the City Council of the City of Oklahoma City through **January 31, 2025**. All scheduled work provided for in this Agreement shall be completed by January 31, 2025, and all invoices for work shall be submitted to The City by February 28, 2025.
- B. Time shall be deemed to be of the essence for this Agreement.

SECTION 23: VENUE OF ACTIONS

The parties agree that if any legal or equitable action is brought regarding or relating or pursuant to this Agreement, such action shall be instituted in the State District Court of Oklahoma County, Oklahoma.

SECTION 24: APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Oklahoma. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. The laws of the State of Oklahoma shall be applied to every interpretation, action, enforcement, or other legal or equitable proceedings involving this Agreement and any duty, right, interest, covenant, obligation, and activity under this Agreement.

SECTION 25. CAPTIONS AND HEADINGS

The captions and headings provided herein, above each section, shall not in any way limit, restrict, affect, or define the meaning of the section.

APPROVED by **Kimley-Horn and Associates, Inc.**, this 21 day of November, 2023.

By: Bradley J. Hill

Bradley J. Hill

Regional Contract Lead

(Print Name and Title of Person who Signed)

IN WITNESS WHEREOF, this Contract was approved and executed by the City Council and executed

by the Mayor of The City of Oklahoma City this 19TH day of DECEMBER, 2023.

THE CITY OF OKLAHOMA CITY

ATTEST:

Amy K. Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality.

[Signature]

Assistant Municipal Counselor



Certificate of Secretary

To Whom It May Concern:

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

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 15, 2022 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:

A handwritten signature in blue ink, appearing to read "Richard N. Cook", written over a horizontal line.

Richard N. Cook, Secretary

(corporate seal)



Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 15, 2022

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.

BALTIMORE COUNTY

Leffner, Nicholas J.
Hutton, Heather

BOSTON

Keegan, Katherine A.

HARRISBURG

Bankert, Larry I.
McGinley, Steve M.

NEWPORT NEWS

Collins, Carroll E.

NORTHERN VIRGINIA

Byrd, Michael N.
Carter, Erica V.
Elman, Paul D.
Giffin, Geoffrey D.
Kauppila, John L.
Koopman, Jennifer R.
Lefton, Steven E.
Martin, Robert J.
Murphy, Erin M.
Musson, David B.
Prunty, Robert W.
Sauro, Thomas J.
Schrader, Carly N.
Stevens, Ross S.
Teague, M. Zach
Whyte, Richard D.

PHILADELPHIA

CENTER CITY

Harmon, Amanda R.
Hughes, Paul W.

PITTSBURGH

Beaves, Adele M.

PRINCETON

Diggan, Tony W.
Gibson, Adam T.

RICHMOND

Chance, Maxwell P.
Heustess, Aaron M.
Hill, Corey
Lickliter, Ashley C.

McCray, Danielle R.
McPeters, Brian A.
Perkins, Ryan R.
White, Timothy E.

VIRGINIA BEACH

Chambers, Jon S.
Crum, Katie E.
Davidson, Scott O.
Farthing, Andrew P.
France, William D.
Holland, Kimberly R.
Holland, Stephen R.
Jucksch, Rebecca R.
Mackey, William F.
Marscheider, Edward A.
Mertig, Karl E.
Miller Edward W.
Moser, Emily A.
Niss, Robyn M.
Royal, Jack R.
Votava Charles F.
Williams, Kyle D.

WHITE PLAINS

Canning, Thomas J.
Van Hise, Kevin

CALIFORNIA

LOS ANGELES

Blume, Robert D.
Chakravarthy, Srikanth
Fares, Jean B.
Kyle, Gregory S
Phaneuf, Alyssa S.
Ranta, Shahrzad

OAKLAND

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

ORANGE

Adrian, Darren J.
Glaze, Jacob S.
Kerry, Nicole M.
Matson, Jason B.
Marechal, Jason A.
Melchor, Jason J.
Melvin, M. Pearse
Phillips, Chad E.

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.
Tait, Zachary T.
Weir, Matthew D.

SAN DIEGO

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

SAN JOSE

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

CAROLINAS

CHARLESTON

Guy, Jonathan R.

CHARLOTTE

Blakley, Jr., Stephen W.
Edwards, Matthew A.
Lewis, Ryan T.
Pattison, Paul G.
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.
Denney, Seth A.
Keil, Ashley R.
Flanagan, Tammy L.
Kuzenski, John
Meador, Emily H.
Thompson, Erin K.

FLORIDA

BOCA-DEL RAY

Spruce, Michael D.
Webber, Jason A.

FORT LAUDERDALE

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

FORT MYERS

Bryant, M. Lewis
Clark, Kellie R.
Wicks, Amy N.

GAINESVILLE

Towne, Christopher

JACKSONVILLE

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

LAKELAND

Lewis, Jason A.
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.
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.

TAMPA

Bulloch, Kelly B.
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

Heggen, Christopher W.
Lee, Jason R.
Mufleh, Marwan H.
Rapp, Bryan T.
Schanen, Kevin M.
Schwartz, Michael F.
Sumislaski, James M.

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 15, 2022

Tercilla, Lindsey A.
Walthall, David W.

MID-WEST

CHICAGO
DOWNTOWN

Dvorak, Jr., William E.
Lemmon, Peter C.
Marnell, Colleen L.
Morton, Jr., Arthur J.

CHICAGO NORTH
SUBURBS

Cooper, Jason C.
Tracy, Eric J.
West, Craig L

CHICAGO WEST
SUBURBS

Fancier-Splitt, Rory K.
Heinen, Andrew N.
Kaufman, Phil R.
Walker, Michaela E.
Walker, William A.

COLUMBUS

Muller, Justin M.
Schall, Andrew J.

INDIANAPOLIS

Butz, Jr., William A.
Sheward, Bryan A.

KANSAS CITY

Kist, Matthew D.

NORTHEAST OHIO

Clements, Kevin J.

TWIN CITIES

Bishop, Mark C.
Coyle, Daniel J.
Elegert, Brandon R.
Hume, Robert M.
Leverett, Christopher C.
Matzek, William D.
Schmitz, William J.
Bourdon, Brandon J.
Fosmo, Eric J.
Jensen, Matthew D.
Wall, Lisa M.
Zimmerman, David

TWIN CITIES- WEST

Kuhnau, JoNette L.
Wurdeman, Brian M.

MOUNTAIN

ASPEN

Christensen, Bryce E.

BOISE

McDougald, Brandon D.
Nicholson, Tim P

COLORADO SPRINGS

Gunderson, Eric J.
Heiberger, John R.

DENVER

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

EVERETT

Reeverts, Canaan H.

LAS VEGAS

Ackeret, Kenneth W.
Ahartz, Shannon R.
Colety, Michael D.
Jones, Christopher R.
Moles, Richard A.
Wolf, Treasea

MESA

Burm, Jason M.
Grandy, Michael L.
Margetts, Sterling T.
Mutti, Brent H.
Walnum, Nathan C.

PHOENIX

Connelly, Alissa J.
Ehrick, Taylor R.
Henderson, Benjamin J.
Hermann, Michael J.
Jupp, Andrew M.
Kimm, Kevin J.
Kissinger, John C.
Leistiko, David J.
Marella, Damon J.
Perillo, Adam C.
Sjogren, Timothy P.
Smalkoski, Brian R.

PORTLAND

Belsick, Jody W.

RENO

Hildebrandt, Timothy H.
Nasset, Brent J.

SALT LAKE CITY

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

SEATTLE

Danielson, Paul B.
Williams, David S.

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.
Rushing, Michael L.

ATLANTA MIDTOWN

Bosman, Eric S.
Coleman, Sean H.
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.
Rhodes, Christopher D.

SAVANNAH

Gwaltney, Jamie N.

TEXAS

AUSTIN NORTH

Boecker, Brian C.
Van Leeuwen, Andrew

AUSTIN SOUTH

Hudson, Harrison M.
Mason, Sean R.

BRYAN/COLLEGE
STATION

Lucas, Michael D.

DALLAS

Galloway, Steven D.
Gary, Glenn A.
Hall, James R.
Harris, Mark E.
Hoppers, Kevin P.
Nathan, Aaron W.
Sulkowski, Nicholas E.
Williamson, Sarah T.

FORT WORTH

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

FRISCO

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

HOUSTON

Frysinger, Chris V.
Guillory, Michael B.
Rader, Aaron K.
Schmidt, Scott C.

LAS COLINAS

Ante, Louis N.

MCKINNEY

Morales, Hugo

SAN ANTONIO

Farnsworth, Jeffrey A.
Holscher, Nicholas F.

THE WOODLANDS

Freeman, Jr., Steven C.

Kimley-Horn and Associates, Inc.
STANDARD CONTRACT SIGNING AUTHORITY
December 15, 2022

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

ATLANTIC

BALTIMORE CITY

Miller, Sean T.
Monaco, Melanie L.
Smith, Jeff B.

BALTIMORE COUNTY

Bishop, Matt A.
Prosser, Tom

BOSTON

Hart, Caycee A.
Scully, William J.

NEWPORT NEWS

Weist, Jamie H.

NORTHERN VIRGINIA

Aimone, Keith W.
Bollinger, Kyle T.
Freehart, Kyle J.
Harris, Michael J.
Howell, Christopher M.
Knox, Sarah E.
Millot, Sean M.
Phillips, Mark R.
Samba, David B.
Smith, Andrew T.
Timothy, Heather R.

PHILADELPHIA
CENTER CITY

Buckley, Steve M.
Katelhon, Tom
Lohr, Andrew

PHILADELPHIA
SUBURBAN

Caponigro, Anthony A.

PITTSBURGH

Beduhn, Tyler J.
Dunmire, Dennis S.

PRINCETON

Mitsmenn, Ben J.
Mondoro, Chris A.
Motiani, Dhanesh N.
Procanik, Rich

RICHMOND

Boyd, Mark R.
Brooks, Jordan K.
Dougherty, Sean P.
Ellington, David B.
Sciarrino, Sarah A.

VIRGINIA BEACH

Benson, Laurence N.
Dallman, David B.
Funk, Gerald

Haverly, Grace M.
Hollingsworth, Taylor
Wharton, Michelle L.
Yee, Leong Wee
Schmitt, Gregory H.
Sweeney, Lauren E.

CALIFORNIA

LOS ANGELES

Choi, Michael
Dias, Nicole M.
Duong, Danh
Hewitt, Melissa A.

OAKLAND

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

ORANGE

Beltran, Amelia M.
Bossu, David M.
Briggs, Trevor B.
Elmezain, Othman
Gaines, Terrence A.
Smith, Hannah M.
Starkey, Hunter
Zuwawa, Ahmed

PLEASANTON

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

RIVERSIDE

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.
Diorio, Mike A.
Daneke, Kathryn F.
Jumanan, Lauren K.
Kragel, Kyle C.
Oleskowicz, Nick J.
Valencia, Jason B.

SAN JOSE

Hamilton, Robert J.
Morgan, Matthew J.
Roecks, Erica A.

Tanner, Monica R.

SAN MATEO

Nelson, Kari K.
Pulliam, John E.

CAROLINAS

CHARLESTON

Sutherland, Marianne M.
Warfield, M. Casey

CHARLOTTE

Claudio-Diaz, Jason L.
Holcomb, John E.
Spacek, Anthony J.
Watts, Austin L.

COLUMBIA

Clamp, Blake A.
Williamson, Nicholas R.

DURHAM

DOWNTOWN
Purvis, Zachary G.
Raney, Nolan D.

FORT MILL

Massey, Amy B.

GREENVILLE

Hensley, Alex

HOLLY SPRINGS

Brewer, Jordan

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.

FLORIDA

BOCA-DELRAY

Haggerty, Jordan L.
Horning, Joshua D.

FORT LAUDERDALE

Balaban, George
Cordasco, John L.
Dabkowski, Adrian K.
Emmons, Erin N.

FORT MYERS

Ebrahimi, Sina E.

GAINESVILLE

Brighton, Ali H.

JACKSONVILLE

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

LAKELAND

Davies, Mark S.
Wynn, Jared M.

MIAMI

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

OCALA

Ansari, Mohammad 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.
Roberts, Heather A.
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.

ST. PETERSBURG

Hughes, Shelby N.
Schneider, Jared R.

TALLAHASSEE

Clayton, Brennon M.
Dempsey, Dwight D.
Kalbli, Shawn C.
Lewis, Kelsey V.
Snipes, Cameron R.

TAMPA

Hatton, Christopher C.
Johnson, Sarah

VERO BEACH

Hollen, Chris

WEST PALM BEACH

Fairchild, Angelina
Haigh, Jonathan D.
Regueiro, Eric
Johnson, Brett A.
Kagawa, Ron M.
Long, Casey
Long, Jamea M.
Meyer, Alexis E.
Ng, Hooi Gin
Walker, Brady J.

MIDWEST

CHICAGO
DOWNTOWN

Mayer, Joseph P.
Panter, Jake H.
Whitson, Bryan D.

CHICAGO NORTH
SUBURBS

Duyar, Melissa

CHICAGO WEST
SUBURBS

Albers, Emma J.
Eschbach, Taylor R.
Kenyon, Jared J.
Leary, Derik D.

COLUMBUS

Kufahl, Gregory D.
Reeves, Michael C.

INDIANAPOLIS

Timko, Michael J.
Wolfred, Maurice A.

KANSAS CITY

Gallo, Anthony A.
McKerrow, Jeff D.
Wysong, Tyler A.

TWIN CITIES

Catchpool, Alan L.
Moren, Luke B.
Phipps, Ryan A.
Robinson, Gregory W.
Sieh, Patricia D.
Tadt, Eric J.

TWIN CITIES- WEST

Manning, Jon T.
Koller, Andrea P.

Kimley-Horn and Associates, Inc.
STANDARD CONTRACT SIGNING AUTHORITY
December 15, 2022

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

Sieh, Patricia D.

MOUNTAIN

BOISE

Bard, Teller R.

BROOMFIELD

Pratt, Anthony J.

COLORADO SPRINGS

Hess, Mitchell O.

DENVER

Griffin, Erin L.

Hopkins, Christopher E.

Watson, Kyle E.

EVERETT

Koltonowski, Ed
Martin, Deanna

FORT COLLINS

Felton, Emily P.

LAS VEGAS

Ackeret, Thomas E.

Moore, Devin V.

Mosley, Michael S.

Wakenhut, Jonathan R.

MESA

Bearat, Lina H.

Garinger, Amy M.

Haase, Deanna C.

Wright, Bryan M.

PHOENIX

Artiles, Arnoldo A.

Burgess, Lisa M.

Christian, Rajesh S.

Colombo, Michael A.

Delmarter, Michael L.

Haney, Stephen E.

Jones, Traver M.

Schmidt, Zachary R.

Thoma, Jayme R.

Whitehurst, Eric A.

Woolery, Christopher

PORTLAND

Baxter, Donald J.

SALT LAKE CITY

Herrick, Christine N.

Morton, Leslie

Risano, Amanda J.

Williams, Nicole M.

SEATTLE

Kamerath, Marcy

TUCSON

Field, Rebeca V.

UTAH COUNTY

Bick, Christopher P.

SOUTH

ALPHARETTA

Clark, Logan D.

Landry, Troy M.

Edmonson, William C.

Rubenstein, Marcus A.

West, Brian B.

Zittrauer, Derek M.

ATLANTA

Horbai, Bradley L.

ATLANTA MIDTOWN

Elsey, Jeffrey B.

Manners, Jason R.

Pastore, Cristina C.

Skinner, Shannon

Triplett, Katherine R.

BIRMINGHAM

Johnson, Elizabeth H.

FRANKLIN

McGowan, Mary G.

MEMPHIS

Mays, James D.

Monroe, Kenneth W.

NASHVILLE

Boles, Brendan J.

Krebs, Meridith C.

Neal, Philip H.

Eley, Alisha R.

TEXAS

AUSTIN NORTH

Neal, Trey A.

Fowler, Thomas M.

Kiewit, Jordan S.

Parker, Brian J.

Smith, Robert J.

AUSTIN SOUTH

Shoppa, Dwayne M.

Pheiffer, Sam T.

BRYAN/COLLEGE

STATION

Harris, Joseph C.

DALLAS

Dolian, Jeffrey

Henrichs, Tyler B.

Kaiser, Jason M.

Lucas, Matthew A.

Meza, Sarah M.

Moss, Bradley J.

Ploetzner, Jamie

Samarripas, Anthony M.

Scott, Sarah E.

CELINA

Hensley, Todd A.

Malan, Craig M.

Murphree, Brent L.

FORT WORTH

Brewer, Cody R.

Igo, Chris P.

FRISCO

Fletcher, Thomas L.

Kennedy, Russell L.

Ross, Casey J.

GEORGETOWN

Helton, Austin S.

HOUSTON

Allsop, Benjamin C.

Cargill, Kenneth W.

Frysiner, Ashley M.

Kelly, Stephen J.

Kirkland, Mark R.

LAS COLINAS

Delmotte, Ryan M.

Fraccaro, Joseph A.

MCKINNEY

Riccardi, Joseph C.

Strouse, Todd L.

PEARLAND

Deshpande, Vivek

RICHARDSON

Kerby, Jonathan C.

New, Nathan C.

SAN ANTONIO

Avery, Amy E.

Cox, B. Matthew

Underwood, Richard J.

THE WOODLANDS

Lewis, Tyler W.

OKLAHOMA CITY

Cooksey, Steven R.

Schmidt, Luke A.