

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 16, 2013 [X] Consent [] Regular
[] Workshop [] Public Hearing

Department:
Submitted By: Engineering & Public Works
Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: The renewal of the traffic signal design annual agreements with Kimley-Horn and Associates, Inc. (KHA) (R2011-1131), and Simmons & White, Inc. (S&W) (R2011-1132), whose original agreements were dated August 16, 2011.

SUMMARY: Approval of these renewal agreements will extend required professional services for one year, on a task order basis. These renewal agreements with KHA and S&W will continue for the period of August 16, 2013 through August 15, 2014. These are the second and final renewals of two possible one year renewals contemplated in the original agreements. KHA and S&W have offices in Palm Beach County. S&W is a certified Small Business Enterprise.

Countywide (MRE)

Background and Justification: In accordance with Board of County Commissioners adopted procedures pursuant to Florida Statutes 287.055 Consultants Competitive Negotiations Act, the above listed consulting firms were selected to perform professional services relative to Palm Beach County (County) needs, and are presently under agreement with the County on an annual contractual basis. It is the consensus of the user Departments that these consulting firms have, within the provisions of their agreements, provided the professional services requested by the County. Since they remain in good standing and wish to continue to provide the professional services as indicated in their agreements, the County agrees to renew their agreements for one year.

These renewal agreements have been reviewed with the above listed consulting firms, and staff recommends the second and final renewal of the attached consultant annual agreements. Approval of the item will maintain the continuous process of professional services required by the County.

Attachments:

- 1. Renewal Agreement with KHA includes Certificate of Insurance (2)
- 2. Renewal Agreement with S&W includes Certificate of Insurance (2)

Recommended By: Donato A. Fernandez 6/10/13 [Signature]
Director Date

Approved By: S. T. Webb 6/19/13
County Engineer Date



May 14, 2013

Palm Beach County Board of Commissioners
C/O: Engineering & Public Works Department
2300 N. Jog Road
West Palm Beach, FL 33411-2745
Attn: David Young, P.E., Special Projects Manager

■
Suite 100
1690 South Congress Avenue
Delray Beach, Florida
33445

**RE: RENEWAL AGREEMENT FOR TRAFFIC SIGNAL DESIGN ANNUAL AGREEMENT
DATED AUGUST 16, 2011 (R2011-1131)**

Dear Sir:

This Renewal Agreement serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of August 16, 2013 through August 15, 2014.

We are in agreement that all provisions in the original Agreement, as amended, remain in full force and effect. Per your request, we are enclosing an updated fee schedule, State Registration, General, Automobile, and Professional Liability Insurance Certificates, and all appropriate affidavits.

Please indicate your acceptance of this Renewal Agreement by proper signature below and returning same as fully executed to this office.

Sincerely,

Kimley-Horn and Associates, Inc.

Marwan Mufleh
Marwan Mufleh, P.E., Vice President

5-15-13
DATE

Attest: [Signature]
MICHAEL SPRUCE, ASSIST. SECRETARY

5-15-13
DATE

CORPORATE
SEAL



Accepted by:
Palm Beach County Board of Commissioners

Attest: Sharon R. Bock, Clerk and Comptroller

BY: _____
Steven L. Abrams, Mayor

BY: _____
Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions:

[Signature]

**Palm Beach County
Traffic Signal Design Annual Services**

*Rates OK.
2/24*

Kimley-Horn and Associates, Inc.

**Salary Rates
August 16, 2013 - August 15, 2014**

<u>Category (1)</u>	<u>Category Average (2)</u>
Project Manager	\$52.90
Senior Engineer	\$47.92
Project Engineer	\$41.50
Designer	\$33.50
Senior CADD Technician	\$26.50

Overhead

The current overhead rate for Kimley-Horn and Associates, Inc. based on FAR guidelines for the year ended December 31, 2011 is 194.53%.

Multiplier capped at 3.0 for 2013 per Palm Beach County.

Reimbursable costs and computer costs are not included in the overhead rate.

CERTIFICATION STATEMENTS

Attachment 1 – Page 3 of 4

PROJECT: Traffic Signal Design Annual Services
PROJECT NO.: On A Work Task Order Basis
CONSULTANT: Kimley-Horn and Associates, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

By entering into this Agreement, the **CONSULTANT/ANNUAL CONSULTANT** certifies that the wage rates and costs used to determine the lump sum fees contained in herein are accurate, complete and current as of the date of this Agreement.

The said lump sum fees shall be adjusted to exclude any significant sums should the **COUNTY** determine that the lump sum fees were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants.

The **COUNTY** shall exercise its right under this "Certificate" within one year following final payment.

PROHIBITION AGAINST CONTINGENT FEES STATEMENT


By entering into this Agreement the **CONSULTANT/ANNUAL CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT**, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this agreement.

PUBLIC ENTITY CRIMES STATEMENT

As provided in F.S. 287.132-133, by entering this Agreement or performing any work in furtherance hereof, the **CONSULTANT/ANNUAL CONSULTANT** certifies that it, its affiliates, suppliers, sub-contractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

NON-DISCRIMINATION STATEMENT

The **CONSULTANT/ANNUAL CONSULTANT** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status sexual orientation, gender identity and expression.



Marwan Mufleh, P. E., Vice President

CONFLICT OF INTEREST DISCLOSURE FORM

Attachment 1 – Page 4 of 4

Project: Traffic Signal Design Annual Services
Project No.: On A Work Task Order Basis

CONSULTANT/ANNUAL CONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

(Attach additional sheets as needed.)

CONSULTANT/ANNUAL CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/ANNUAL CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/ANNUAL CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT/ANNUAL CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT/ANNUAL CONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/ANNUAL CONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/ANNUAL CONSULTANT shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by Marwan Mufleh, P.E., as
(Name of Individual)
Vice President, of Kimley-Horn and Associates, Inc.

(Title/Position) (Firm Name of CONSULTANT/ANNUAL CONSULTANT)
who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the CONSULTANT/ANNUAL CONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/ANNUAL CONSULTANT.

Marwan Mufleh 5-15-13
(Signature) (Date)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/26/2013

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

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

PRODUCER Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350	CONTACT NAME: Jerry Noyola	
	PHONE (A/C, No. Ext): (770) 552-4225	FAX (A/C, No.): (866) 550-4082
INSURED Kimley-Horn and Associates, Inc. P.O. Box 33068 Raleigh NC 27636	E-MAIL ADDRESS: jerry.noyola@greyling.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A National Union Fire Ins. Co.	19445
	INSURER B Commerce & Industry Insurance	19410
	INSURER C New Hampshire Insurance Company	23841
	INSURER D Lexington Insurance Company	19437
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 13-14 (Kimley Sharda) REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	GENERAL LIABILITY	X	Y	GL 9645227	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 1,000,000				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 25,000				
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000				
GENL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000				
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input checked="" type="checkbox"/> LOC							PRODUCTS - COM/POP AGG \$ 2,000,000				
A	AUTOMOBILE LIABILITY	X	Y	CA 4982985	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000				
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$				
							\$				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	X	Y	BE 016395110	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 5,000,000			
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000			
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$			
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WC 018112556	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				OTHER				
	If yes, describe under DESCRIPTION OF OPERATIONS below							EL EACH ACCIDENT \$ 1,000,000			
								EL DISEASE - EA EMPLOYEE \$ 1,000,000			
							EL DISEASE - POLICY LIMIT \$ 1,000,000				
D	Professional Liability		Y	016017332	12/1/2012	4/1/2014	Per Claim \$2,000,000				
								Aggregate \$2,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Intersection Improvements Annual Services Agreement; Marwan Mufleh. Palm Beach County Board of County Commissioners, a Politital Subdivision of the State of Florida, its officers, employees & agents are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability. This insurance is primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Retroactive date for Professional Liability is February 10, 1967.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Engineering & Public Works Operations 2300 North Jog Road West Palm Beach, FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE David Collings/JERRY <i>David H. Collings</i>



April 22, 2013

Palm Beach County Board of Commissioners
C/O: Engineering & Public Works Department
2300 N. Jog Road
West Palm Beach, FL 33411-2745
Attn: David Young, P.E., Special Projects Manager

**RE: RENEWAL AGREEMENT FOR TRAFFIC SIGNAL DESIGN ANNUAL AGREEMENT
DATED AUGUST 16, 2011 (R2011-1132)**

Dear Sir:

This Renewal Agreement serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of August 16, 2013 through August 15, 2014.

We are in agreement that all provisions in the original Agreement, as amended, remain in full force and effect. Per your request, we are enclosing an updated fee schedule, State Registration, General, Automobile, and Professional Liability Insurance Certificates, and all appropriate affidavits.

Please indicate your acceptance of this Renewal Agreement by proper signature below and returning same as fully executed to this office.

Sincerely,

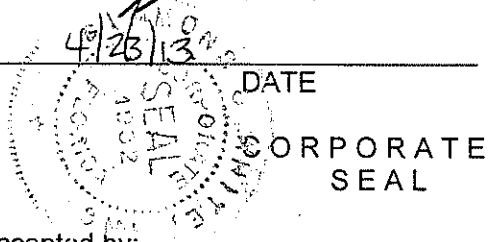
Simmons & White, Inc.

Robert F. Rennebaum, P.E., President

Attest:

4/23/13
DATE

4/23/13
DATE



Accepted by:
Palm Beach County Board of Commissioners

Attest:
Sharon R. Bock, Clerk and Comptroller

BY: _____
Steven L. Abrams, Mayor

BY: _____
Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions:



*Rates OK.
8/2/13*

FEE SCHEDULE

Effective August 16, 2013 through August 15, 2014

8 ½" x 11" Copies	-	\$0.25/copy
8 ½" x 14" Copies	-	\$0.30/copy
11" x 17" Copies	-	\$0.75/copy
24" x 36" Copies	-	\$2.00/copy
24" x 36" Mylar	-	\$18.00/each
Postage	-	Cost
Courier/Fed Ex	-	Cost
Chief Engineer	-	\$160.00/Hr
Senior Engineer	-	\$150.00/Hr
Senior Utility Coordinator	-	\$100.00/Hr
Senior Designer	-	\$ 90.00/Hr

These rates do not exceed a 3.0 multiplier.

sa: x:/admin/contracts/pbctafficsignal/feescheduleword

CERTIFICATION STATEMENTS

Attachment 2 – Page 3 of 4

PROJECT: Traffic Signal Design Annual Services
PROJECT NO.: On A Work Task Order Basis
CONSULTANT: Simmons & White, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

By entering into this Agreement, the **CONSULTANT/ANNUAL CONSULTANT** certifies that the wage rates and costs used to determine the lump sum fees contained in herein are accurate, complete and current as of the date of this Agreement.

The said lump sum fees shall be adjusted to exclude any significant sums should the **COUNTY** determine that the lump sum fees were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants.

The **COUNTY** shall exercise its right under this "Certificate" within one year following final payment.

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

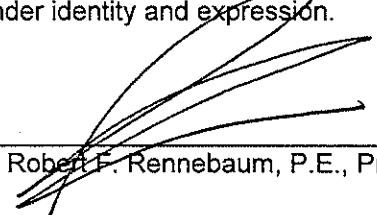
By entering into this Agreement the **CONSULTANT/ANNUAL CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT**, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this agreement.

PUBLIC ENTITY CRIMES STATEMENT

As provided in F.S. 287.132-133, by entering this Agreement or performing any work in furtherance hereof, the **CONSULTANT/ANNUAL CONSULTANT** certifies that it, its affiliates, suppliers, sub-contractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

NON-DISCRIMINATION STATEMENT

The **CONSULTANT/ANNUAL CONSULTANT** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status sexual orientation, gender identity and expression.



Robert F. Rennebaum, P.E., President

CONFLICT OF INTEREST DISCLOSURE FORM

Attachment 2 – Page 4 of 4

Project: Traffic Signal Design Annual Services
Project No.: On A Work Task Order Basis

CONSULTANT/ANNUAL CONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

(Attach additional sheets as needed.)

CONSULTANT/ANNUAL CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/ANNUAL CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/ANNUAL CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT/ANNUAL CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT/ANNUAL CONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/ANNUAL CONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/ANNUAL CONSULTANT shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by Robert F. Rennebaum, P.E., as
(Name of Individual)
President, of Simmons & White, Inc.

(Title/Position) (Firm Name of CONSULTANT/ANNUAL CONSULTANT)
who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the CONSULTANT/ANNUAL CONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/ANNUAL CONSULTANT.

(Signature)

4/23/13
(Date)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2012

PRODUCER (201)262-1200 FAX: (201)262-7810
Fenner & Esler
 467 Kinderkamack Road
 P. O. Box 60
 Oradell NJ 07649-0060

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Simmons & White, Inc.
 5601 Corporate Way, Suite 200
 West Palm Beach FL 33407

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Ins. Co.	009998
INSURER B: Transportation Insurance Co.	20494
INSURER C: RLI Insurance Company	13056
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	84SBAPC6991	10/19/2012	10/19/2013	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	84SBAPC6991	10/19/2012	10/19/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
A	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	84SBAPC6991	10/19/2012	10/19/2013	EACH OCCURRENCE \$ 2,000,000
	DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000				AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC431249247	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	OTHER Professional Liability	RDP0008368	10/3/2012	10/3/2013	Per Claim Limit \$1,000,000 Aggregate Limit \$2,000,000
		Retro Active Date	10/3/1983		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Additional Insured - Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees, and agents are listed as additional insured with respects to General Liability coverage as required by written contract.
 RE: All projects with Palm Beach County.

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners (BPCBCC)
 c/o Engineering & Public Works
 2300 N. Jog Road
 West Palm Beach, FL 33411

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kevin Esler/KATHY



June 15, 2012

Palm Beach County Engineering
Roadway Production Division
2300 N. Jog Road
Floor 3W
West Palm Beach, Florida 33411

Attention: Mr. David Young, P.E.

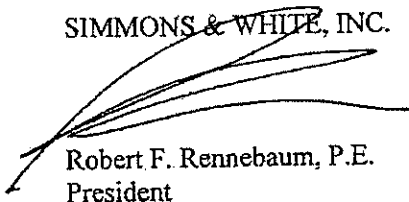
Reference: Traffic Signal Annual Renewal

Dear Mr. Young:

The purpose of this letter is state that Simmons & White, Inc. does not own any company vehicles. If you have any questions or require further clarification, please contact me directly.

Sincerely,

SIMMONS & WHITE, INC.



Robert F. Rennebaum, P.E.
President

RFR/sa x:/docs/marketing/rfp/2011/pbtrafficsignal.word

Simmons & White, Inc.
5601 Corporate Way Suite 200 West Palm Beach Florida 33407
T: 561.478.7848 F: 561.478.3738 www.simmonsandwhite.com
Certificate of Authorization Number 3452