

**AGREEMENT**  
**FOR ENGINEERING SERVICES**

**THIS AGREEMENT**, hereinafter "Agreement," made and entered into the 1<sup>st</sup> day of October, 2019 by and between KIMLEY-HORN AND ASSOCIATES, INC., a foreign profit corporation registered to do business in Florida, of 421 Fayetteville Street, Suite 600, Raleigh, NC 27601, hereinafter referred to as "Engineer" and the CITY OF AVON PARK, FLORIDA, a municipal corporation, 110 East Main Street, Avon Park, FL 33825, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

**I. PURPOSE OF AGREEMENT & AND LIMITATIONS**

City has competitively ranked and selected the Engineer in compliance with CCNA and intends to enter into a contract with Engineer for provision of Continuing Engineering Services, including services by the Engineer provided pursuant to the Consultant's Competitive Negotiation Act, section 287.055 Florida Statutes, ("CCNA") and the payment for those services by City as set forth below. The execution of this contract shall conclude competitive negotiation with the Engineer. Except in cases of valid public emergency, the City shall comply with the CCNA for all engineering services with good faith estimated construction or for a planning or study activity costs. The Parties agree that projects below the limits of the CCNA may be procured only according to City code and practices, and for projects above the CCNA limits for continuing contracts shall be separately procured according to CCNA.

**II. SCOPE OF SERVICES**

The Engineer shall provide Engineering services in all phases of any Project for which a written Project Authorization has been issued by the City pursuant to this Agreement as hereinafter provided. These services will include serving as City's Engineer consulting representative for the Project, providing Engineer consulting consultation and advice and furnishing customary professional engineering services and customary services incidental thereto as described in the Project Authorization. The detailed scope of services to be performed and schedule of fees for those services shall be detailed in each Project Authorization.

Engineer shall work with the City Manager, City Attorney, or other City staff in advising the City and the City Commission regarding engineering services. The services will be those customarily attendant to Civil and Sanitary engineering services including, but not limited to the following:

- A. Preparation of engineering studies
- B. Preparation of engineering design
- C. Preparation of specifications
- D. Preparation of land acquisition documents
- E. Preparation of a hydrologic & hydraulic studies
- F. Preparation of construction documents
- G. Preparation of cost estimates
- H. Preparation of bid documents and advising at bid openings and decision-making
- I. Surveying

- J. Supervision and observation of field testing of site and construction projects
- K. Legal description production and evaluation
- L. Presentation to the Commission, staff, and the public of reports, plans, bids and exhibits
- M. Preparation of as-built plans
- N. Review of plans, specifications and estimates developed by others
- O. Other customary professional engineering services

### **III. GENERAL PROVISIONS**

#### **Section 1. Term of Service; Authorization Required for Service.**

##### **1.1 Term of Agreement**

Upon award of this Agreement, the effective date of this Agreement shall be the date of execution of this Agreement by both City and Engineer. Term of this Agreement shall be five (5) years, with one possible extension of five (5) years if approved by both Parties; however, the Parties may terminate this Agreement as provided in Section 6 "Termination" below.

##### **1.2 Project Authorization**

Each "Project Authorization" shall specify the Period of Service agreed to by the City and the Engineer for services to be rendered as specifically described in each "Project Authorization". The terms of such engineering services under an approved Project Authorization shall be according to this Agreement first, then as provided within the Project Authorization. The Engineer shall not propose terms within any subsequent Project Authorization or agreements related to work as a Continuing Contract Professional that are contrary to the terms herein. In the event of a conflict of terms of any agreement, Project Authorization, or any other document related to the Engineer's work as a Continuing Contract Professional which terms are in conflict to the terms herein, the terms in this Agreement shall prevail.

#### **Section 2. Compensation and Method of Payment**

##### **2.1 Fee Schedule**

CITY will compensate Engineer for services under each Project Authorization. The fee due to the Engineer shall be set forth in each Project Authorization. Fees may be on a lump sum, fee curve, and/or hourly basis based on funding agency requirements and fee basis. Hourly authorizations shall be in accordance with Engineer's personnel hourly rate schedule formalized in "**Exhibit A**" to this Agreement, as an amendment to this Agreement from time-to-time, however, in no event shall compensation for any project exceed that authorized under the CCNA. Engineer's personnel hourly rate schedule may be updated no more than annually, with prior concurrence of the City Commission.

##### **2.2 Invoices and Payment**

The Engineer shall submit monthly invoices and receive payment in compliance with Florida's Prompt Payment Act, §281.70 *et seq.* Each invoice shall be detailed and include, but not be limited to: the billing period for the invoice; percentage of completion for lump sum or fee-curve

agreements; or hours worked by each classification assigned to the Project for hourly agreements. All ancillary expenses incurred and by whom shall also be billed monthly and separately listed.

### **Section 3. Reimbursable Expenses**

Engineer shall be reimbursed only for approved out of pocket expenses directly chargeable to the Project, at actual cost incurred. Reimbursable expenses will include travel, lodging and meals when traveling at the City's request and on the City's behalf, but shall be limited to expenses allowed under Part I, Chapter 112 Florida Statutes.

### **Section 4. Additional Services**

#### **4.1 Changes in Scope/Conditions.**

Additional Services shall include revisions to work previously performed that are required because of a change in the data or criteria furnished to the Engineer, or a written request for a change in the scope of concept of the Project initiated by the City, or services that are required by changes in the requirements of public agencies, after work under this Agreement has commenced.

**4.2 Hazardous Substances.** Unless otherwise described in the Project Authorization, it is acknowledged by the Parties that Engineer's scope of services does not include any services related to Hazardous Substances. For the purposes of this Agreement, Hazardous Substances means any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material. If Engineer encounters an undisclosed unlawful condition regarding such Hazardous Substances, or if investigative or remedial action, or other professional services are necessary with respect to disclosed or undisclosed Hazardous Substances, then Engineer shall notify the City and if required by law, the appropriate regulatory agencies, and may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until City retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Substance as necessary to ensure compliance with the law.

### **Section 5. Ownership of Original Documents**

All analyses, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the Engineer's services or have been created during the Engineer's performance under this Agreement are the property of and shall be delivered to the City after final payment is made to the Engineer on each Project.

**Section 6. Termination for Convenience**

Either party may terminate this Agreement with or without cause after a seven (7) day written notice to the other party. In the event of any termination, Engineer shall turn over all work product, and shall be paid for all services rendered to the date of termination including all reimbursable expenses.

**Section 7. City's Obligations**

**7.1 Data to be Furnished**

The City shall provide Engineer with all data, studies, existing surveys, plats and all other pertinent information concerning the Project in the possession of the City upon request.

The Engineer will rely upon the accuracy and completeness of all documents, surveys, reports, plans and specifications provided by the Client or by others for whom the Engineer is not legally responsible. The City acknowledges that verifying the accuracy and completeness of such items is not part of the Engineer's responsibility, unless specifically defined in the scope of services.

**7.2 Designated Representative**

The Designated Representative of the City to act with authority on the City's behalf with respect to the Project, but subject to the City codes, ordinances, resolutions including without limitation, the City Procurement Policy, shall be identified in each Project Authorization.

**Section 8. Persons Bound by Agreement**

**8.1 Parties to the Agreement**

The persons bound by this Agreement are the Engineer and the City and their respective, officers, employees, agents, partners, successors, heirs, executors, administrators, and approved assigns. There shall be no third part beneficiaries. Nothing herein shall be construed to give any rights or benefits arising from this Agreement to anyone other than Engineer and the City.

**8.2 Assignment of Interest in Agreement**

This Agreement and any interest associated with this Agreement may not be assigned, sublet or transferred by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Engineer from employing such independent engineers, associates and subcontractors as Engineer may deem appropriate to assist in the performance of the services hereunder, with notice provided to the City prior to or contemporaneous with such employment.

**Section 9. Indemnification of City**

The ENGINEER shall indemnify and hold harmless the City and all of the City's officers, and employees from and against all damages, liability, loss and expense, including reasonable costs,

collection expenses, attorneys' fees, and court costs to the extent caused by our negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the Engineer, its officers, agents or employees in negligent performance or non-performance of its obligations under the Agreement. The Engineer recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of this indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the Engineer of its liability and obligation to hold harmless and indemnify the City as set forth in this article of the Agreement. This Indemnification provision is intended to comply in its entirety with Florida Statute 725.08 and shall be applied as such.

Nothing herein shall be construed to extend the City's liability beyond that provided in section 768.28, Florida Statutes.

#### **Section 10. Insurance.**

**10.1.** The Engineer shall procure and maintain, for the duration of this Agreement, insurance as provided herein. The cost of such insurance shall be borne by the Engineer. Failure to comply with these insurance requirements shall constitute cause for cancellation of this Agreement and withholding of payment pending assurance of Engineer's ability to pay any intervening liability.

**10.2** The Engineer shall furnish certificate(s) of insurance to the City, attached as **Exhibit "B"** hereto. The certificate(s) shall clearly indicate the Engineer has obtained insurance of the type, amount, and classification required for strict compliance with this Agreement and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without 30 days' prior, written notice as provided below. The policies and certificates shall name the City as an additional insured with the exception of Workers' Compensation and Professional Liability Insurance. The policies and certificates shall waive subrogation rights unless prohibited by law. The certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required policies at any time. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days' prior, written notice by certified mail, return receipt requested, has been given to the City to the attention of the City Manager. In the event the insurance coverage expires prior to the termination or end of this Agreement, a renewal certificate shall be issued 30 days prior to the said expiration date.

**10.3** Compliance with the foregoing requirements shall not relieve the Engineer of its liability and obligations. Neither approval by the City nor a failure to disapprove the insurance certificates or policies furnished by Engineer shall release the Engineer of the full responsibility for all liability or its obligations.

**10.4** All insurance policies shall be issued by responsible companies authorized to do business under the laws of Florida, have an "A" policyholder's rating, have a financial rating of at least class VIII in accordance with the most current A.M. Best Key Rating Guide, and shall be satisfactory to the City. All policies of insurance required herein shall be primary insurance as respects the City,

its officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officials, agents, or employees shall be excess of the Engineer's insurance and shall not contribute with it.

**10.5** All policies of insurance required herein, except workers' compensation and Professional Liability Insurance, shall specifically provide that the City shall be an "additional insured" under the policy and shall contain a severability of interest provision. All insurance policies required herein shall apply to all operations, activities, or use by Engineer or by anyone employed by or contracting with Engineer.

**10.6** The insurance coverage and limits provided herein are designated to meet the minimum requirements of the City. All deductibles or self-insured retentions must be declared to and approved by the City and are the responsibility of the Engineer.

**10.7** The minimum kinds and limits of coverage to be carried by Engineer shall be as follows:

- a. **Workers' compensation and employer's liability.** If the Engineer falls under the state workers' compensation law, Engineer shall provide coverage for all employees. The coverage shall be for the statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$1,000,000.00 for each accident.
- b. **Comprehensive general liability:** shall include premises and/or operations, broad-form property damage, independent contractors, and contractual liability and shall be written on an "occurrence basis." \$1,000,000 per each occurrence and \$1,000,000 general aggregate.
- c. **Automotive, Bodily injury and personal injury, including death:** \$1,000,000.00 in a combined single limit.
- d. **Professional Liability or Errors and Omissions Insurance.** \$2,000,000 per each claim made and \$2,000,000 annual aggregate.

## **Section 11. Engineer Standards**

### **11.1 Professional Liability; Approvals Not Guaranteed**

All work performed by Engineer will be performed by a person either experienced in the area on which they are consulting, or directly supervised by such experienced person who shall be responsible for the work produced. All engineering services performed by Engineer will be performed by a licensed professional engineer in accordance with the engineering standards for the Florida region, and in accordance with all applicable governmental regulations. However, Engineer does not warrant or represent that any governmental approval will be obtained, only that the Engineer will exercise its best efforts to obtain all such approvals contemplated under this Contract.

### **11.2 Governmental Regulations**

Engineer shall assure that work performed under each Project Authorization shall be in accordance with all applicable governmental regulations.

**Section 12. Opinions of Cost**

Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, all opinions as to costs rendered hereunder shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified engineer, familiar with the current market. The Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost. If at any time the City wishes greater assurance as to the amount of any cost, the City shall employ an independent cost estimator to make such determination. Consulting services required to bring cost within any limitation established by the City will be paid for as additional services hereunder by the City.

**Section 13. General Conditions**

**13.1 Venue in State Court, Highlands County**

Venue for any lawsuit to enforce the terms and obligations of this Agreement shall lie exclusively in the State Court in and for Highlands County, Florida. The Parties specifically waive any right to a jury trial or federal court jurisdiction based on diversity.

**13.2 Laws of Florida**

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida.

**13.3 Attorney's Fees and Costs**

In the event the Engineer defaults in the performance of any of the terms, covenants and conditions of this Agreement, the Engineer agrees to pay all damages and costs incurred by the City in the enforcement of this Agreement, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

In the event the City defaults in the performance of any of the terms, covenants and conditions of this Agreement, the City agrees to pay all damages and costs incurred by the Engineer in the enforcement of this Agreement, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

**13.4 Mediation as Condition Precedent to Litigation**

Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator

within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

### **13.5 Agreement Amendment**

No modification, amendment or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. No verbal agreement by the City or the City's representative identified herein shall be binding or enforceable against the City.

### **13.6 Waiver; Remedies**

No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

### **Section 14. Document a Result of Mutual Draftsmanship**

The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

### **Section 15. E-Verification**

Engineer 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 Engineer during the term of this Agreement. Engineer shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the subcontractor during this Agreement term.

### **Section 16. Public Records Access:**

16.1 ENGINEER shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement may be public records under Florida law, as defined in Section 119.011(12), F.S. ENGINEER shall keep and maintain public records required to perform the services under this Agreement.

16.2 This Agreement may be unilaterally canceled by the City for refusal by ENGINEER to either provide public records to the City upon request, or to allow inspection and copying of all

public records made or received by the ENGINEER in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

16.3 If ENGINEER meets the definition of “contractor” found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

16.3.1 Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify ENGINEER of the request, and ENGINEER must provide the records to the City or allow the records to be inspected or copied within a reasonable time. If ENGINEER fails to provide the public records to the City within a reasonable time, ENGINEER may be subject to penalties under s. 119.10, F.S.

16.3.2 Upon request from the City’s custodian of public records, ENGINEER shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

16.3.3 ENGINEER shall identify and ensure that all 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 Agreement term and following completion of the Agreement if the ENGINEER does not transfer the records to the City.

16.3.4 Upon completion of the Agreement, ENGINEER shall transfer, at no cost to City, all public records in possession of ENGINEER or keep and maintain public records required by the City to perform the services under this Agreement. If the ENGINEER transfers all public records to the City upon completion of the Agreement, the ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the ENGINEER keeps and maintains public records upon completion of the Agreement, the ENGINEER shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to City, upon request from the City’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of City.

16.4 IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY’S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (863) 452-4403, BY EMAIL AT [cityclerk@avonpark.cc](mailto:cityclerk@avonpark.cc) OR AT THE MAILING ADDRESS BELOW:

CITY CLERK  
CITY OF AVON PARK, FLORIDA  
110 EAST MAIN STREET  
AVON PARK, FL 33825

**Section 17.** The signatory for Engineer below personally covenants with the City that he/she has the corporate authority with Engineer to sign this Agreement and bind Engineer to the provisions of this Agreement.

**Section 18. Exhibits**

The following Exhibits are incorporate by reference or attached to and made a part of this Agreement:

**"Exhibit A"** - "Engineer's Personnel Hourly Rate Schedule."

**"Exhibit B"** - "Insurance Certificates."

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

---

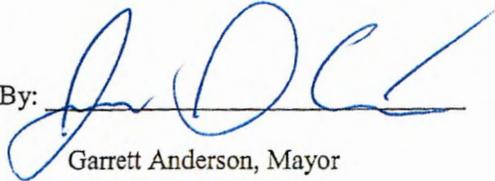
---

IN WITNESS WHEREOF, the City and the Engineer have made and executed this Agreement the day and year first above written.

CITY OF AVON PARK

[SEAL]

CITY OF AVON PARK, FLORIDA,

By:   
Garrett Anderson, Mayor

ATTEST:   
\_\_\_\_\_, City Clerk

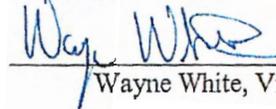
APPROVED AS  
TO FORM:   
Gerald T. Buhr, City Attorney

WITNESSES:

  
\_\_\_\_\_  
(Signature)  
Brenda Danc  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
(Signature)  
LINDA MASSEY  
\_\_\_\_\_  
Printed Name

KIMLEY-HORN AND ASSOCIATES, INC.

  
\_\_\_\_\_  
Wayne White, Vice President

**EXHIBIT A**

**ENGINEER'S PERSONNEL HOURLY RATE SCHEDULE**

EXHIBIT A

Kimley-Horn and Associates

Billing Rates - 8-8-2019

City of Avon Park, FL

<i>Classification</i>	<i>Rate</i>	<i>Equivalent Classification Title Examples</i>
Analyst	\$100-\$130	Engineer Intern, Planner
Professional	\$140-\$175	Professional Engineer, Planner (Certified), Environmental Scientist
Senior Professional I	\$175-\$245	Project Manager, Senior Engineer, Senior Planner, Senior Environmental Scientist
Senior Professional II	\$235-\$275	Project Principal, Senior Project Manager, Chief Engineer, Quality Control Officer
Senior Technical Support Staff	\$105-\$160	Senior Designer, Senior CADD Operator, GIS Technician
Support Staff	\$80-\$100	Admin/Clerical/Secretary
Technical Support	\$90-\$110	Designer, CADD Operator, Design Intern

**EXHIBIT B**  
**INSURANCE CERTIFICATES**

Client#: 25320

KIMLHORN

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2019

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola	
	PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com	
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Union Fire Ins. Co.	19445
	INSURER B : Aspen American Insurance Company	43460
	INSURER C : New Hampshire Ins. Co.	23841
	INSURER D : Lloyds of London	085202
	INSURER E :	
	INSURER F :	

COVERAGES	CERTIFICATE NUMBER: 19-20	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		5268169	04/01/2019	04/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		4489663	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		CX005FT19	04/01/2019	04/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	015893685 (AOS) 015893686 (CA)	04/01/2019 04/01/2019	04/01/2020 04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab		B0146LDUSA1904949	04/01/2019	04/01/2020	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Continuing Engineering Services. The City is named as an Additional Insured with respects to General & Automobile Liability where required by written contract.

CERTIFICATE HOLDER City of Avon Park, Florida Risk Manager 110 East Main Street Avon Park, FL 33825	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 <i>D.H. Gilling</i>
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.