



CITY OF WEST PALM BEACH

CITY'S ORIGINAL

CONTRACT FOR PURCHASE OF CHEMICALS

Contract No. 12816

Supplier. ODYSSEY MANUFACTURING COMPANY

Supplier Address: 1484 Massaro Blvd.
Tampa, FL 33619

Contact: Patrick Allman

Email: pallman@odysseymanufacturing.com

Telephone: 813-635-0339 Cell: 813-335-3444

Supplier FEIN# 65-0846345

THIS CONTRACT is made by and between the CITY OF WEST PALM BEACH, 401 Clematis Street, West Palm Beach, FL 33401 ("City") and the SUPPLIER identified above.

1. **Product.**

1.1 **Product Purchased:** Sodium Hypochlorite ("Product")

1.2 **Product Specifications:**

- a) The Product shall comply with American Water Works Association Standard B300-10 and National Sanitation Foundation Standard 60, or the most recent standard for the Product issued by such organizations.
- b) Product delivered under this Contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine (i.e., 12.0 Trade Percent).
- c) Product delivered under this Contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.45 weight percent sodium hydroxide.
- d) Product delivered under this Contract shall meet the following containment concentration limits:
 - Iron < 0.3 mg/L
 - Copper < 0.03 mg/L
 - Nickel < 0.03 mg/L
 - Chlorate < 1,500 mg/L
 - Bromate < 20 mg/L
 - Perchlorate < 20 mg/L
 - Filter Test Time (1000 ml) < 3 minutes
- e) Sampling and testing shall be in accordance with the documents titled: "The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach" and "Suspended Solids Quality Test for Bleach Using Vacuum Filtration", distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>.

2. **Order Placement.**

2.1 Product will be ordered using City purchase orders on an "as-needed" basis for the term of this Contract. The terms of this Contract are incorporated into all purchase orders issued under this Contract.

Odyssey/ Sodium Hypochlorite 060413
12816

2.2 Each purchase order will contain the following information: the individual placing the order; quantity of product ordered; delivery point; required delivery time.

2.3 Purchase Orders may be faxed, telephoned in, or mailed to the Supplier's office.

2.4 Back-orders shall be made known to the City at time of order placement.

2.5 The City makes no representations or guarantee regarding the quantities of Product to be purchased under this Contract and reserves the right to vary all quantities of the Product.

2.6 A tanker will be considered to be 5,400 gallons.

2.7 This is a non-exclusive contract, and the City reserves the right to purchase Product from other suppliers during the term of this Contract.

2.8 The Supplier will deliver ordered Product to the City on a "first priority" basis after an emergency, disaster, hurricane, flood or Act of God or other situation that threatens the public health.

3. Shipping; Delivery.

3.1 Supplier shall deliver the Product to the location specified in the Purchase Order. The Supplier shall deliver the Product not more than 2 calendar days after receipt of telephoned, faxed or written Purchase Order unless such time is extended, in writing, by the City. Any deviations from the requested delivery shall be communicated to the City at the time of ordering. Time is of the essence with respect to this Contract and delivery. In the event Supplier fails to deliver the Product within the specified time, City may cancel this Contract and purchase elsewhere without liability for damages for breach of contract, lost profits, or any other damages claim.

3.2 Regular truck delivery of Product shall be scheduled to arrive at appropriate designated destination between 8:00 a.m. and 3:00 p.m. EST, Monday through Friday, excluding legal holidays, unless otherwise arranged by the City. If a contract hauler is utilized by the Supplier, the City will not be responsible for any charges if delivery is attempted or made at any other times.

3.3 All transportation equipment shall be thoroughly clean and free from scale and other foreign matter. Defective tank trucks from which Product cannot be withdrawn because of defective valves, pumps, viscosity or other reasons, shall be rejected and shall be returned at Supplier's expense. Any changes required on the existing equipment shall be the responsibility of the Supplier and all costs for these modifications shall be borne by the Supplier.

3.4 When applicable, delivery trucks shall be equipped with pumps or compressors capable of offloading the Product to storage tanks or appropriate facilities.

3.5 When applicable, Supplier shall ensure the capability to hook up to City tank loading attachments for camlock fitting of 6" and 8" sizes and tank capacity of 5,000 gallons.

3.6 Shipments shall bear warning labels as specified by USDOT regulations.

3.7 Supplier shall include the current Material Safety Data Sheet (MSDS) along with each delivery of the Product.

3.8 All shipment and deliveries shall be accompanied by a packing list or bill of lading containing, at a minimum, a description of the Product and the quantity delivered.

3.9 Supplier shall ensure that the product shipped is in the correct quantity and meets all Specifications, purchase order and order release. Deliveries which do not meet these requirements may be rejected and returned to the Supplier at the Supplier's expense.

3.10 Deliveries shall conform to the City's Bulk Chemical Receiving and Off-Loading Policy, and Supplier agrees to complete the City's Bulk Chemical Receiving/Off-Loading Authorization.

3.11 The Product delivered must be in accordance with the Hazardous Waste Act and have low toxicity with respect to contact with the skin and eyes and to accidental ingestion. Product must have no objectionable odor incidental to handling. Supplier must furnish to the City, any and all first aid or other suggested medical treatment procedures for the Product.

3.12 Supplier shall be responsible for clean-up of any spills. When applicable, Supplier shall be responsible for proper, as determined by the City, on-site disposal of residue prior to initial delivery.

3.13 All Product and transportation and delivery provided shall be in compliance with all applicable laws, regulations, codes and standards of the City, Palm Beach County, State of Florida, Florida Departments of Commerce and Transportation, American Water Works Association (AWWA), American National Standards Institute (ANSI), the Occupational Safety and Health Act of 1970 (OSHA), In addition, the National Sanitation Foundation (NSF) certification required by the Environmental Protection Agency, Florida Department of Environmental Protection or Palm Beach County Health Unit shall be met.

4. Acceptance.

4.1 "Acceptance" as used means the acceptance by the City after City has, by inspection or test of Product, determined that the Product fully comply with specifications.

4.2 City is only obliged to perform a commercial and sensorial examination of the delivered Product upon delivery. City will notify Supplier in writing within seven days of delivery of Product if:

- (a) does not meet the specifications identified in this Contract;
- (b) deviates from the quantity purchased;
- (c) appears to be contaminated;
- (d) is delivered in transportation equipment or packaging which is dirty, damaged or not appropriately marked;
- (e) is delivered with incorrect documentation.

4.3 City shall not pay for shortages in quantity of Product delivered.

4.4 If any shipment of Product is proven to be below the quality required by the specifications, the City reserves the right to reject that shipment. The Supplier, at the Supplier's own expense, shall remove the rejected Product. The Supplier shall then immediately replace the rejected Product with satisfactory Product or credit the City with the full delivery price of the rejected Product.

4.5 City reserves the right to have any shipment of Product inspected and tested. If the Product does not meet the requirements of the specifications or if any of the City facilities are damaged as a result of impurities in the Product, the Supplier shall reimburse the City for the costs of any repair, maintenance or replacement resulting therefrom.

5. Emergencies or Problems. If, in the sole opinion of the City, an emergency exists, Supplier shall be required to provide technical assistance within twenty-four (24) hours of notification. Supplier shall have a qualified technical service representative residing in the State of Florida throughout the term of the Contract or otherwise guarantee twenty-four (24) hour on-site assistance.

6. Clean Tank Guarantee. At any time during the performance of this Contract, if City has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tanks, Supplier shall clean out the tank at no charge to City within seven (7) calendar days, unless such timeframe is extended by City. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant and the contents disposed of in accordance with current regulations on disposal of hazardous wastes. Supplier shall submit a procedure to the City for the approval prior to this work being commenced. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the *sole discretion* of the City. When the tank has been properly cleaned, Supplier shall refill the tank with clean, fresh Product at no cost to City. Failure of the Supplier to clean out the tank and replace the Product pursuant to this section shall be cause for termination of this Contract by City elsewhere without liability for damages for breach of contract, lost profits, or any other damages claim..

7. Prices.

7.1 Prices.

Sodium Hypochlorite – Full Tanker (5,400 gals.)	\$0.655 per gallon including transportation & delivery
Sodium Hypochlorite – Less than Full Tanker	\$0.725 per gallon including transportation & delivery

7.2 Prices include freight from the source of supply to destination, and shall include delivery to the designated location. Prices are F.O.B. delivery point. The City will not be charged any additional delivery charges nor any drum or container deposit.

7.3 **Price Adjustments (Up or Down).** At the beginning of each year of the initial term and at the commencement of each year of any contract extension periods, the City may consider a single annual price adjustment to the unit price of each item based on the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (CPI-U, All Items, Not Seasonally Adjusted (NSA). The website is <http://www.bls.gov/cpi/home.htm>. At the City's sole discretion, the annual adjustment shall be calculated by using the appropriate annual percentage as provided by the Bureau of Labor Statistics not more than 120 days nor less than 30 days prior to the first day of each one year period of this Contract. Prices may be adjusted upward or downward based on the CPI.

8. **Invoices.** Invoices must identify the City's purchase order number, delivery date, quantity, product description, price and Supplier's unique invoice number. Invoices must be accompanied by the certified weight ticket for Product delivered to the Water Treatment Plant or Water Reclamation Facility. Invoices shall be submitted to: **West Palm Beach Finance Department**
Attn: Accounts Payable
P.O. Box 3366
West Palm Beach, FL 33402-3366.

9. **Payment.** City will make payment after Product has been received, accepted and properly invoiced. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Contract shall be construed to be an acceptance of Product or to relieve Supplier of liability for Product which does not comply to the specification and requirements of this Contract.

10. **Term.**

10.1 **Term.** This Contract shall commence on the date of execution by the City (City shall execute last) and shall continue and remain in full force and effect for three (3) years, unless terminated earlier.

10.2 **Extension Option.** The City may extend this contract for two (2) additional one (1) year periods at the same terms, conditions and prices, upon mutual Contract of both parties. If the Supplier cannot renew at these same terms, conditions and prices, Supplier must notify City on/or before 90 days prior to contract expiration.

11. **Duly Licensed.** Supplier represents that it is duly licensed to perform the Services under this Contract and that it will continue to maintain all licenses and approvals required to conduct its business.

12. **Insurance.** Supplier shall purchase from and maintain during the term of the Services, and all applicable statutes of limitation periods, the following insurance:

- (a) **Comprehensive General Liability** insurance in the minimum amount of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability for claims for damages for bodily and personal injury, including death, as well as claims of property damages which may arise from any operations under this Contract, whether such operations be by the Supplier or by anyone directly or indirectly employed by the Supplier, and must include Products/Completed Operations Hazard. This coverage may not be subject to a self-insured retention or deductible exceeding \$25,000; and
- (b) **Worker's Compensation and Employer's Liability Insurance** with limits of Employer's Liability Insurance not less than \$1,000,000.00 "each accident," \$1,000,000.00 "disease policy limit," and \$1,000,000.00 "disease each employee."
- (c) **Automobile Liability:** Not less than \$2,000,000.00 for injuries per person in any one accident or occurrence and \$2,000,000.00 in the aggregate for injuries per occurrence or accident, with \$1,000,000.00 for property damage in any one accident or occurrence. May not be subject to a self-insured retention or deductible exceeding \$10,000.

- (d) **Pollution Liability** occurrence based policy in a minimum coverage amount of \$750,000 each loss with a maximum deductible of \$150,000.

Self-insurance shall not be acceptable. All insurance policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a best's rating of A- VI or better.

Additional Insured: All liability insurance policies shall name and endorse the following as additional insured(s): the ECR Board, the City of West Palm Beach and its commissioners, officers, employees and agents.

Certificate of Insurance: Supplier shall provide the City Risk Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required prior to the commencement of Services. It is the Supplier's responsibility to ensure that the City's Risk Manager and the Department both have a current Insurance Certificate and endorsements at all times.

If Supplier's Insurance policy is a claims made policy, Supplier shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of this Contract. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

The provisions of this section shall survive beyond the expiration or termination of this Contract.

13. **Indemnity.** Supplier shall indemnify, defend, save and hold harmless City, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of the operations of Supplier or its subcontractors, agents, officers, servants, independent contractors or employees pursuant to this Contract, specifically including, but not limited to, those caused by or arising out of (a) any act, omission, default or negligence of the Supplier in the provision of the services under this Contract; (b) property damage or personal injury, including death, which damage, injury or death arises out of or is incidental to or in any way connected with Supplier's execution of services under this Contract; (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Supplier; or (d) any infringements or any claimed infringements of any patent or patents in the manufacture and sale, or either, of the Product furnished under this Contract, or in any way connected with the use thereof by the City. This indemnification includes, but is not limited to, the performance of this Contract by Supplier or any act or omission of Supplier, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Supplier agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Supplier under this indemnification provision. To the extent considered necessary by the City, any sums due Supplier under this Contract may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification Contract is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise. This paragraph shall not be construed to require Supplier to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. Nothing in this Contract shall be deemed to waive or affect the rights, privileges and immunities of the City as set forth in Section 768.28, Florida Statutes.

14. **Termination.** City shall have the right to terminate this Contract, in whole or in part, with or without cause, or for its convenience, upon five (5) days written notice to Supplier. In the event of termination, City shall compensate the Supplier for all Product delivered and accepted. Upon termination, this Contract shall have no further force or effect and the parties shall be relieved of all further liability, except that the provisions of this Section shall survive termination of this Contract and remain in full force and effect.

15. **Notices.** Notices required hereunder shall be given by written notice sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, if to the City, to P.O. Box 3366, West Palm Beach, FL 33402, attention: City Administrator, and if to Supplier, to the address set forth above.

16. **Non Discrimination.** Supplier shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

17. **Small Business.** The small business provisions of the City Code of Ordinances, Chapter 66, are incorporated into this Contract by this reference.

18. **Assignment.** This Contract may not be assigned by Supplier.

19. **Force Majeure.** Any deadline provided for in this Contract may be extended if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension.

20. **No Solicitation.** Supplier warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Supplier, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Supplier, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. In the event of a breach or violation of this provision by Supplier, the City shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the Fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

21. **Public Entity Crimes Act.** Supplier represents that the execution of this Contract will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Supplier and any subcontractors under this Contract have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Contract or entering into this Contract. Violation of this section may result in termination of this Contract and recovery of all monies paid, and may result in debarment from the City's competitive procurement activities.

22. **Public Records Law.** Supplier shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Supplier in conjunction with this Contract. Failure by the Supplier to grant such public access shall be grounds for immediate unilateral cancellation of this Contract by the ECR Board.

23. **Right to Audit.** Supplier shall maintain adequate records of the purchase and delivery of Product under this Contract for five (5) years following expiration or termination of the Contract or conclusion of any litigation regarding this Contract. The City shall have the right to audit Supplier's books and records, at the City's expense, upon prior notice, with regard to this Contract. Supplier shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Contract. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Supplier to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Supplier; and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Supplier within 45 days from presentation of City's findings to Consultant. Failure by Supplier to permit such audit shall be grounds for termination of this Contract by the City.

24. **Governing Law.** This Contract shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The ECR Board and Supplier submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Contract shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Supplier agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION,

EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS CONTRACT.

25. **Severability.** In the event that any sentence, section, paragraph or portion of this Contract shall be held by a court to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining portions of this Contract and the same shall remain in full force and effect.

26. **Waiver.** No waiver of a breach of any provision of this Contract shall constitute a waiver of any subsequent breach of the same or any other provision of this Contract, and no waiver shall be effective unless made in writing.

27. **Ethics; Conflicts of Interest.** Supplier shall comply with all federal, state and local ethics laws and regulations.

28. **Inspector General.** Supplier is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Supplier and its subcontractors and lower tier subcontractors. Supplier understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Supplier or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the ECR Board to be a material breach of this Contract justifying its termination.

29. **Digital Signature.** The parties to this Contract may agree to execute this Contract, and all subsequent amendments or modifications to it by digital signature, in accordance with Ch. 668, Fla. Stat.

30. **Entire Contract; Exhibits; Amendment.** Any Exhibits attached to this Contract are incorporated into the terms and conditions of this Contract. In the event of any conflict between this Contract and any Exhibits, this Contract governs. Any additional terms contained in any Exhibit must be specifically accepted by City. This Contract embodies the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersede all prior and contemporaneous Contracts and understandings, oral or written, relating to the subject matter. This Contract may only be modified by written amendment executed by the City and Supplier.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year executed below.

SUPPLIER:
ODYSSEY MANUFACTURING COMPANY

By: 

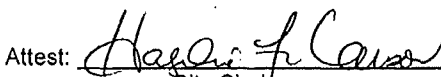
Name: Patrick H. Allman


Title: General Manager

CITY OF WEST PALM BEACH

By: 
Geraldine Muoio, Mayor

Date: 6/19, 2013

Attest: 
City Clerk

City Attorney's Office
Approved as to form and legality
By: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2012

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 Stahl & Associates Insurance, Inc. 110 Carillon Parkway St. Petersburg FL 33716	CONTACT NAME: Sonja Waters PHONE (A/C, No, Ext): (727) 391-9791 FAX (A/C, No): (727) 393-5623 E-MAIL: sonja.waters@stahlinsurance.com ADDRESS: sonja.waters@stahlinsurance.com
INSURED Odyssey Manufacturing Co. 1484 Massaro Blvd Tampa FL 33619	INSURER(S) AFFORDING COVERAGE INSURER A: Westchester Surplus Lines Ins 10172 INSURER B: Ace Fire Underwriters Ins Co 20702 INSURER C: Zenith Insurance Company 13269 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL12122016474

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	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		G24092975	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000	
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		B08450377	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	G24092987	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 DED RETENTION \$ \$	
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 <input type="checkbox"/>	N/A Z066828609	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS 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	
A	Pollution Liability Ded \$25,000 Ea Poll Cond.		G24092999	10/1/2012	10/1/2013	Policy Aggregate Limit \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is listed as as additional insured.

CERTIFICATE HOLDER

CANCELLATION

City of West Palm Beach
Engineering Services Department
PO BOX 3366
West Palm Beach, FL 33402

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

Kelly Petzold/WATERS