BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 15, 2012 Division: Growth Management

Bulk Item: Yes X No ___ Department: Code Compliance

Staff Contact Person/Phone #: Ronda Norman X2520

AGENDA ITEM WORDING: Approval of a contract between Monroe County and Cross Environmental Services, Inc., for the demolition and removal of uninhabitable structures.

ITEM BACKGROUND: At the January 18, 2012 BOCC meeting, Cross Environmental Services, Inc. was selected as a contractor for the demolition of uninhabitable structures.

PREVIOUS RELEVANT BOCC ACTION:
January 18, 2012- approval to contract with Cross Environmental Services, Inc. for the demolition of uninhabitable structures.
October 6, 2011- Approval to advertise Request for Qualifications for demolition of Uninhabitable Structures

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CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval

TOTAL COST: ~$60,000 **INDIRECT COST:** _____ **BUDGETED:** Yes X No ___

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: ~$60,000 **SOURCE OF FUNDS:** 148-60500-530340

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH** ___ **Year** ___

APPROVED BY: County Atty x OMB/Purchasing x Risk Management x

DOCUMENTATION: Included X Not Required ___

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 7/09

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Cross Env. Svcs., Inc.

Contract #_____

Effective Date: 2/15/2012

Expiration Date: 2/15/2015

Contract Purpose/Description:
Approval of contract with Cross Environmental Services, Inc., to provide demolition and removal of uinhabitable structures for three years.

Contract Manager: Ronda Norman (Name) 2520 (Ext.) #11 (Department/Stop #)

for BOCC meeting on 2/15/2012 Agenda Deadline: 1/31/12

CONTRACT COSTS

Total Dollar Value of Contract: $ ~60,000 Current Year Portion: $ TBD

Budgeted? Yes ☒ No ☐ Account Codes: 148-60500-530340-_____-_____

Grant: $ _____ _____-_____-_____-_____-_____

County Match: $ N/A _____-_____-_____-_____-_____

_____-_____-_____-_____-_____

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr For: _____

(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	1/20/12	Yes ☐ No ☒	C.H.	1/30/2012
Risk Management	1-25-12	Yes ☐ No ☑	[illegible]	1-25-12
O.M.B./Purchasing	1-25-12	Yes ☐ No ☑	[illegible]	1/25/12
County Attorney	1-23-12	Yes ☐ No ☑	[illegible]	1-24-12

Comments: Please have contracts name MC BOCCC Additional Insured on Pollution liability

OMB Form Revised 2/27/01 MCP #2

MONROE COUNTY
CONTRACT FOR DEMOLITION, REMOVAL AND
DISPOSAL OF UNINHABITABLE/UNSAFE STRUCTURES AND DEBRIS

THIS CONTRACT is made and entered into this _____ day of _____, by MONROE COUNTY ("COUNTY"), a political subdivision of the State of Florida, whose address is the Marathon Government Center, 2798 Overseas Highway, Marathon, Florida, 33050, and Cross Environmental Services, Inc. ("CONTRACTOR"), whose address is: 5733 N.W. 159 Street, Miami Lakes, FL. 33014.

Section 1. SCOPE OF SERVICES

The CONTRACTOR shall do, perform and carry out in a professional and proper manner certain duties as described below:

The project consists of demolition, removal and disposal of uninhabitable/unsafe structures and in some instances, proper reclamation and disposal of associated hazardous waste. The project will be made up of individual jobs consisting of demolition, removal and disposal of uninhabitable/unsafe structures and debris located on the land and in some instances, in the waters of Monroe County as requested by the COUNTY. The CONTRACTOR will be responsible for supervision of each job from beginning to end including the permitting, scheduling, labor, monitoring, providing necessary equipment and reporting progress to the County designee in Growth Management.

When an uninhabitable/unsafe structure is identified the COUNTY will contact CONTRACTOR(s) with a quote request and provide the details of the job and job deadline; details shall include, but not be limited to the location of the job, description of the job, composition of the structure(s), i.e; constructed of wood, concrete, metal, and if any hazardous materials are known to be on the property. Contractors may need environmental hazard sub-contractors on contract to identify and dispose of any hazardous materials. The CONTRACTOR will then contact the COUNTY in writing via e/mail a quote for the cost of the job, and the time in which the CONTRACTOR can respond and complete the job. At no time will any CONTRACTOR be authorized to undertake a job without the express authorization of the COUNTY, in the form of a Task Order.

The CONTRACTOR is responsible for evaluating the request for demolition, removal and disposal and responding in writing with a quotation for the job, a description of the job, the time the CONTRACTOR can begin the job and the time necessary to complete the job. It will be the CONTRACTOR'S responsibility to pay any disposal fees at the transfer station. CONTRACTOR shall include, in any quotation, the cost of disposal at an approved dump site. CONTRACTOR shall be required to provide a receipt along with any invoice for the work. There shall be no markup for the disposal fee.

COUNTY will notify the CONTRACTOR in writing when the CONTRACTOR is selected for the job. Upon selection the CONTRACTOR and the designee of the COUNTY shall confer and coordinate the job.

CONTRACTOR shall remain responsible for supervision of all employees and shall ensure compliance with all applicable safety procedures. Any drinking of alcoholic beverages or using controlled substances before or during the job is strictly prohibited. Violation of safety procedures, federal, state, and local laws, ordinances, rules, and regulations, or drinking of alcoholic beverages or using controlled substances before or during the job will constitute cause for immediate termination of the contract.

The COUNTY will promptly choose a CONTRACTOR and assign the particular job. At no time will any CONTRACTOR be authorized to undertake a job without the express authorization of the COUNTY, in the form of a Task Order.

The CONTRACTOR will provide all necessary and adequate equipment to complete the job including vehicles, personnel and protective equipment. The CONTRACTOR will provide all materials needed to accomplish the assigned job, including necessary equipment for proper handling of hazardous materials and will strictly adhere to all precautionary and safety requirements. CONTRACTORS shall be responsible for the job site at all times during the work and securing the job site. All demolition debris or associated debris must be disposed of at a solid waste facility permitted for such debris by the Florida Department of Environmental Protection.

CONTRACTOR(S) are required to have active licenses and insurance required to fulfill the requirements of each particular job. CONTRACTOR'S license is attached as exhibit A.

The CONTRACTOR is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work and the environment. CONTRACTOR agrees to immediately abide by the orders to stand down or stop work if advised to do so by any county, state or federal agency. If required to stand down by any state or federal agency the CONTRACTOR shall notify the COUNTY as soon as possible.

CONTRACTOR shall take photographs of all sides and interior of structure(s), the contents of the structure and property and any personal effects in the structure prior to any work on the site or demolition. The CONTRACTOR shall not be required to take interior photos of the structure if, in the best judgment of the supervisor, it is not safe to do so. Photographs should be properly dated, the name and address of the person taking the photographs, and a complete set of before and after photographs shall be provided to the COUNTY. Photographs are considered to be an integral part of the work.

Section 2. COUNTY'S RESPONSIBILITIES

2.1 Provide all available data and location as to the COUNTY'S requirements for Task Order to the CONTRACTOR. Designate in writing a person with authority to act on the COUNTY'S behalf on all matters concerning the Task Order.

2.2 Promptly choose a CONTRACTOR who submits the lowest bid and assign the particular job by Task Order.

2.3 Furnish to the CONTRACTOR all existing information pertinent to the work. The CONTRACTOR may rely upon such information and services provided by the COUNTY, with the understanding that the information may be changed at the time the CONTRACTOR arrives on the scene of the work.

2.4 Approve a schedule that is mutually agreeable to the COUNTY and CONTRACTOR.

Section 3. TERM OF CONTRACT

This Contract shall be effective for three years from the date above written, unless terminated earlier under the terms of this Agreement. CONTRACTOR and COUNTY shall have the option to renew this Agreement for two additional one year terms under the same terms and conditions as this contract, with approval by the Board of County Commissioners. Unless the context clearly indicates otherwise, references to the "term" of this Agreement shall mean the initial term of three (3) years, and includes any subsequent renewals.

The services to be rendered by the CONTRACTOR for each individual Task Order from the COUNTY and the work described therein shall be completed in accordance with the schedule

mutually agreed to by the COUNTY and CONTRACTOR, unless it shall be modified in a signed document, by the mutual consent of the COUNTY and CONTRACTOR. Subsequent services shall be performed in accordance with schedules of performance which shall be mutually agreed to by COUNTY and CONTRACTOR. At no time shall the CONTRACTOR commence work without written authority from the COUNTY.

Section 4. COMPENSATION

The compensation available to the CONTRACTOR under this agreement is to be determined by the COUNTY on the basis of quotations received from approved CONTRACTORS, and the necessities of each individual job.

The billing rates of the CONTRACTOR for a particular job shall be determined and agreed to by the CONTRACTOR and the COUNTY in a written Task Order prior to the authorization to commence the work.

CONTRACTOR agrees that he will not be entitled to damages for delay of the completion of the job, however, the COUNTY may grant additional time to conclude a project.

Section 5. PAYMENT TO CONTRACTOR

5.1 Payment will be made according to the Local Government Prompt Payment Act. Any request for payment must be in a form satisfactory to the County Clerk (Clerk). The request must describe in detail the services performed, the payment amount requested, and supporting documentation, including copies of receipts from the transfer station.

5.2 Monroe County's performance and obligation to pay under this contract, is contingent upon an annual appropriation by the Board of County Commissioners.

Section 6. CONTRACT TERMINATION

Either party may terminate this contract because of the failure of the other party to perform its obligations under the Contract. COUNTY may terminate this contract for any reason upon fifteen (15) days notice to the CONTRACTOR.

Section 7. AUTHORIZATION OF WORK ASSIGNMENTS, SUBCONTRACTORS

7.1 All assignments of work shall be authorized in a signed Task Order in accordance with the COUNTY'S policy prior to any work being conducted by the CONTRACTOR.

7.2 Additional authorizations may contain additional instructions or provisions specific to the authorized work for the purpose of clarifying certain aspects of the work to be undertaken. Such supplemental instruction or provisions shall not be construed as a modification of this Agreement. Authorizations shall be dated, numbered and clearly relate to the specific job assignment so that they can easily be related to the specific assignment.

7.3 The CONTRACTOR shall not assign, or transfer any rights under or interest in (including, but not without limitations, moneys that may become due or moneys that are due) this agreement without the written consent of the County, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be

restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement. CONTRACTOR may subcontract a particular Task Order or portion of a Task Order only with the specific written consent of Growth Management. If subcontractors are approved it is the responsibility of CONTRACTOR to inform the subcontractors that they must carry the same amount of insurance as the CONTRACTOR. The CONTRACTOR shall provide the COUNTY with proof of coverage before allowing a Subcontractor to do any work on the job.

Section 8. NOTICES

All notices, requests and authorizations provided for herein shall be in a signed document and shall be delivered or mailed to the addresses as follows:

To the COUNTY:	Christine Hurley, Div. Director c/o Monroe County Growth Management Division 2798 Overseas Highway, Suite 410 Marathon, Florida 33050 Attention: Division Director
To the CONTRACTOR:	Cross Environmental Services, Inc. 5733 N.W. 159 Street Miami Lakes, FL. 33014.

However, when the COUNTY requests a quotation(s) from CONTRACTOR and response(s) may be done by email. Selection of CONTRACTOR by COUNTY and the terms of the individual job may be done by email but must be immediately formalized in writing as a Task Order signed by the CONTRACTOR prior to the commencement of the work.

Any Notice of Termination may be done by email but shall be immediately formalized in writing by the party seeking Termination and sent to the other party by certified mail.

Section 9. RECORDS

CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the agreement and for five years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that moneys paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONTRACTOR shall repay the moneys together with interest calculated pursuant to Sec. 55.03, FS, running from the date the moneys were paid to CONTRACTOR.

Section 10. EMPLOYEES SUBJECT TO COUNTY ORDINANCE NOS. 010 AND 020-1990

The CONTRACTOR warrants that it has not employed, retained or otherwise had act on its behalf any former COUNTY officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision the COUNTY may, in its discretion, terminate this agreement without liability and may also, In its discretion, deduct from the agreement or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former COUNTY officer or employee.

Section 11. CONVICTED VENDOR

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not perform work as a CONTRACTOR, supplier, subcontractor, or CONTRACTOR under contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for the Category two for a period of 36 months from the date of being placed on the convicted vendor list.

Section 12. GOVERNING LAW, VENUE, INTERPRETATION, COSTS AND FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the COUNTY and CONTRACTOR agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

Section 13. SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONTRACTOR agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Section 14. ATTORNEY'S FEES AND COSTS

The COUNTY and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, and court costs, as an award against the non-prevailing party, and shall include attorney's fees, and court costs, in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

Section 15. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONTRACTOR and their respective legal representatives, successors, and assigns.

Section 16. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

Section 17. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONTRACTOR agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. The parties agree that this Agreement is not subject to arbitration.

Section 18. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CONTRACTOR agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONTRACTOR specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

Section 19. NONDISCRIMINATION

COUNTY and CONTRACTOR agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. COUNTY or CONTRACTOR agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

Section 20. COVENANT OF NO INTEREST

COUNTY and CONTRACTOR covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

Section 21. CODE OF ETHICS

COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Section 22. NO SOLICITATION/PAYMENT

The COUNTY and CONTRACTOR warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement 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 it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONTRACTOR agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 23. PUBLIC ACCESS

The COUNTY and CONTRACTOR shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and CONTRACTOR in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONTRACTOR.

Section 24. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and the CONTRACTOR in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.

Section 25. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

Section 26. LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

Section 27. NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and the CONTRACTOR agree that neither the COUNTY nor the CONTRACTOR or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

Section 28. ATTESTATIONS

CONTRACTOR agrees to execute such documents as the COUNTY may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement attached to this Contract as COMPOSITE EXHIBIT B.

Section 29. NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

Section 30. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

Section 31. SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

Section 32. INSURANCE POLICIES

Coverage shall be maintained throughout the entire term of the contract, failure to maintain coverage shall be considered a valid reason for County to terminate this Agreement.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the CONTRACTOR has been approved by the Florida's Department of Labor as an authorized self-insurer, the COUNTY shall recognize and honor the CONTRACTOR'S status. The CONTRACTOR may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the CONTRACTOR'S Excess Insurance Program.

If the CONTRACTOR participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the CONTRACTOR may be required to submit updated financial statements from the fund upon request from the County.

32.1 General Insurance Requirements for Other CONTRACTORS and Subcontractors

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the CONTRACTOR shall obtain, at his/her own expense, insurance as specified in the attached schedules, which are made part of this contract. The CONTRACTOR shall require all subcontractors to obtain insurance consistent with the attached schedules.

The CONTRACTOR will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the COUNTY as specified below, and where applicable CONTRACTOR shall provide proof of insurance for all approved subcontractors. Delays in the commencement of work, resulting from the failure of the CONTRACTOR to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the CONTRACTOR'S failure to provide satisfactory evidence.

The CONTRACTOR shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the CONTRACTOR to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the CONTRACTOR'S failure to maintain the required insurance.

The CONTRACTOR shall provide, to the COUNTY, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance

  or

- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the CONTRACTOR'S insurance shall not be construed as relieving the CONTRACTOR from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials shall be included as "Additional Insured" on all policies, except for Workers' Compensation, Employers Liability, Jones Act/Longshoreman and Harbor Workers Compensation.

32.2 GENERAL LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT BETWEEN COUNTY AND CONTRACTOR

Prior to the commencement of work governed by this contract, the CONTRACTOR shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Bodily Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$200,000 per Person
$300,000 per Occurrence
$200,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

32.3 VEHICLE LIABILITY INSURANCE REQUIREMENTS

Recognizing that the work governed by this contract requires the use of vehicles, the CONTRACTOR, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$200,000 per Person
$300,000 per Occurrence
$200,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

32.4 WORKERS' COMPENSATION INSURANCE REQUIREMENTS

Prior to commencement of work governed by this contract, the CONTRACTOR shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the CONTRACTOR shall obtain Employers' Liability Insurance with limits of not less than:

$100,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the CONTRACTOR has been approved by the Florida's Department of Labor as an authorized self-insurer, the COUNTY shall recognize and honor the CONTRACTOR'S status. The CONTRACTOR may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the CONTRACTOR'S Excess Insurance Program.

If the CONTRACTOR participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the CONTRACTOR may be required to submit updated financial statements from the fund upon request from the County.

32.5 ADDITIONAL INSURANCE

If pollutants are identified at the site or if the structure to be demolished or removed contains pollutants, the following coverage is required:

A) Pollution Liability Coverage with minimum limits of $1,000,000 per occurrence $2,000,000 Aggregate, which extends to the hauling of toxic and hazardous material by motorized vehicles. In compliance with the Motor Carrier Act, the policy should be endorsed with an MCS-90 Endorsement, demonstrating financial responsibility for spills and clean up. Any pollution exclusion limiting coverage under this policy shall be removed.

If the structure to be demolished or removed is located on or over water or the project will require the use of watercraft, at the time the Task Order is awarded, the CONTRACTOR shall obtain insurance to comply with the Jones Act and/or Longshoreman and Harbor Workers' Compensation Act with limits sufficient to respond to the applicable state and/or Federal statutes. In addition watercraft liability insurance will be required if watercraft is used.

B) Jones Act/Longshoreman Insurance coverage with minimum limits not less than those specified for Employer's Liability. This coverage is for contractors doing work located on or over water:

C) Watercraft Liability Insurance with minimum limits of $500,000 Combined Single Limit (CSL) (WL1).

Section 33. INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS FOR CONSULTANTS AND SUBCONSULTANTS

Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, the CONTRACTOR covenants and agrees that he shall defend, indemnify and hold the COUNTY and the COUNTY's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of CONTRACTOR or any of its employees, agents, contractors in any tier or other invitees during the term of this Agreement, (B) the negligence or willful misconduct of CONTRACTOR or any of its employees, agents, respondents in any tier or other invitees, or (C) CONTRACTOR's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or negligent acts in part or omissions of the COUNTY or any of its employees, agents, contractors or invitees (other than CONTRACTOR). Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event the completion of the project (including the work of others) is delayed or suspended as a result of the CONTRACTORs failure to purchase or maintain the required insurance, the Respondent shall indemnify the County from any and all increased expenses resulting from such delay.

In the event the work under this Agreement is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars ($10.00) of remuneration paid to the Respondent is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. The provisions of this section shall survive the expiration or earlier termination of this contract.

34. INDEPENDENT CONTRACTOR

At all times and for all purposes hereunder, the CONTRACTOR is an independent contractor and not an employee of the Board of County Commissioners. No statement contained in this agreement shall be construed so as to find the CONTRACTOR or any of his/her employees, subcontractors, servants or agents to be employees of the Board of County Commissioners for Monroe County. As an independent CONTRACTOR the CONTRACTOR shall provide independent, professional judgment and comply with all federal, state, and local statutes, ordinances, rules and regulations applicable to the services to be provided.

The CONTRACTOR shall be responsible for the completeness and accuracy of its work, plan, supporting data, and other documents prepared or compiled under its obligation for this project, and shall correct at its expense all significant errors or omissions therein which may be disclosed. The cost of the work necessary to correct those errors attributable to the CONTRACTOR and any damage incurred by the COUNTY as a result of additional costs caused by such errors shall be chargeable to the CONTRACTOR. This provision shall not apply to any maps, official records, contracts, or other data that may be provided by the COUNTY or other public or semi-public agencies.

Cross Environmental Services, Inc. agrees that no charges or claims for damages shall be made by it for any delays or hindrances attributable to the COUNTY during the progress of any portion of the services specified in this contract. Such delays or hindrances, if any, shall be compensated for by the COUNTY by an extension of time for a reasonable period for the CONTRACTOR to complete the work schedule. Such an agreement shall be made between the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the _____ day of _____ 20__.

SEAL
ATTEST:

_____
Deputy Clerk

MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS

_____
Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Date: 1-24-12

CROSS ENVIRONMENTAL SERVICES, INC.

_____
Witness (Signature)

_____
Name (Print)

_____
Witness (Signature)

_____
Name (Print)

_____
Signature

_____
Print Name

_____
Title

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me on _____ (date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A" to CONTRACT
Copies of Licenses
(attach copies of all licenses)

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

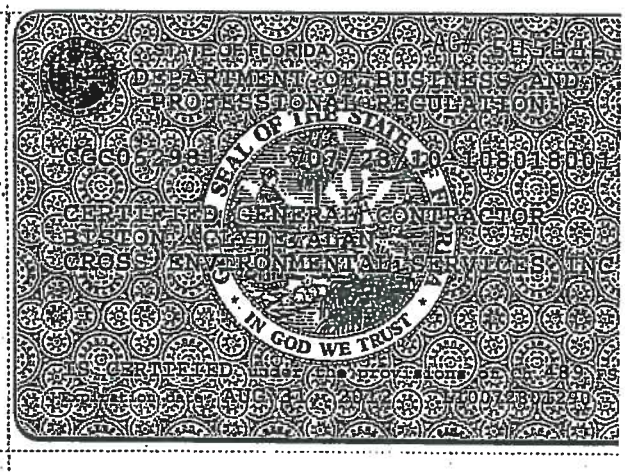
CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

BISTON, CLYDE ALAN
CROSS ENVIRONMENTAL SERVICES INC
PO BOX 1299
CRYSTAL SPRINGS FL 33524

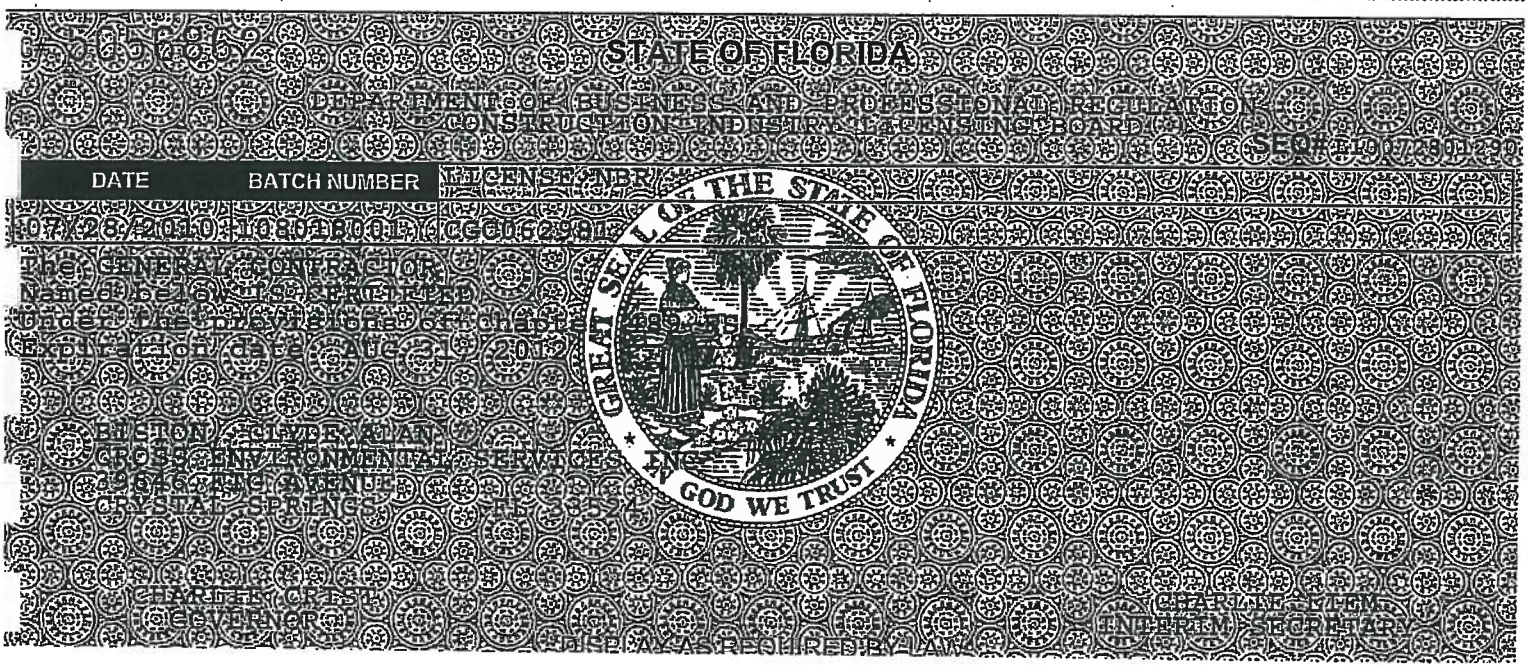
Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE



COMPOSITE EXHIBIT B TO CONTRACT
REQUIRED FORMS
(attach copies of Public Entity Crime Statement, Ethics Statement, a Drug-Free Workplace Statement, and Insurance Documentation)

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I have read the above and state that neither JOHN TOSTANOSKI CROSS ENV. SVCS., INC (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

(Signature)

Date: NOV. 14, 2011

STATE OF: Florida

COUNTY OF: Miami-Dade

Subscribed and sworn to (or affirmed) before me on November 14, 2011 (date) by John Tostanoski (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: 01/03/14

OLGA LUCIA URIARTE
Notary Public - State of Florida
My Comm. Expires Jan 3, 2014
Commission # DD 949614

LOBBYING AND CONFLICT OF INTEREST CLAUSE

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

"CROSS ENVIRONMENTAL SERVICES, INC."
(Company)

"...warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee."

(Signature)

Date: NOVEMBER 14, 2011

STATE OF: Florida

COUNTY OF: Miami-Dade

Subscribed and sworn to (or affirmed) before me on November 14, 2011 (date) by John Tostanoski (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: 01/03/14

OLGA LUCIA URIARTE
Notary Public - State of Florida
My Comm. Expires Jan 3, 2014
Commission # DD 949614

NON-COLLUSION AFFIDAVIT

I, JOHN TOSTANOSKI of the city of MIAMI LAKES, FL according to law on my oath, and under penalty of perjury, depose and say that

1. I am GENERAL MANAGER of the firm of CROSS ENVIRONMENTAL SERVICES, INC. the bidder making the Proposal for the project described in the Request for Proposals for DEMOLITION OF STRUCTURES and that I executed the said proposal with full authority to do so;
2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
5. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature)

Date: NOVEMBER 14, 2011

STATE OF: Florida

COUNTY OF: Miami-Dade

Subscribed and sworn to (or affirmed) before me on November 14, 2011 (date) by John Tostanoski (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: 01/03/14

OLGA LUCIA URIARTE
Notary Public - State of Florida
My Comm. Expires Jan 3, 2014
Commission # DD 949614

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

CROSS ENVIRONMENTAL SERVICES, INC.
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community , or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

(Signature)

Date: NOVEMBER 14, 2011

STATE OF: Florida

COUNTY OF: Miami-Dade

Subscribed and sworn to (or affirmed) before me on November 14, 2011 (date) by John Tostoroski (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

OLGA LUCIA URIARTE
Notary Public - State of Florida
My Comm. Expires Jan 3, 2014
Commission # DD 949614

My Commission Expires: 01/03/14

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Cross Env. Svcs., Inc. Contract #_____

Effective Date: 2/15/2012

Expiration Date: 2/15/2015

Contract Purpose/Description:
Approval of contract with Cross Environmental Services, Inc., to provide demolition and removal of uinhabitable structures for three years.

Contract Manager: Ronda Norman (Name) 2520 (Ext.) #11 (Department/Stop #)

for BOCC meeting on 2/15/2012 Agenda Deadline: 1/31/12

CONTRACT COSTS

Total Dollar Value of Contract: $ ~60,000 Current Year Portion: $ TBD

Budgeted? Yes ☒ No ☐ Account Codes: 148-60500-530340-_____-_____

Grant: $ _____ _____-_____-_____-_____-_____

County Match: $ N/A _____-_____-_____-_____-_____

_____-_____-_____-_____-_____

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr For: _____

(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes ☐ No ☐	_____	_____
Risk Management	_____	Yes ☐ No ☐	_____	_____
O.M.B./Purchasing	_____	Yes ☐ No ☐	_____	_____
County Attorney	1-23-12	Yes ☐ No ☑	Bn Grimsley	1-24-12

Comments: _____

OMB Form Revised 2/27/01 MCP #2

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
C	Equipment Floater Leased/Rented Equipment			660863K2049	11/1/2011	11/1/2012	Limit Per Item $200,000
C	Scheduled Equipment			660863K2049	11/1/2011	11/1/2012	See Limits Below

9051

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/10/2011

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
Commercial Lines - (813) 639-3000
Wells Fargo Insurance Services USA, Inc.
2502 N. Rocky Point Drive, Suite 400
Tampa, FL 33607

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): (813) 639-3000 FAX (A/C, No): (813) 639-7180
E-MAIL ADDRESS: clw.certrequest@wellsfargo.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Nautilus Insurance Company	17370
INSURER B :	Great Divide Insurance Company	25224
INSURER C :	St. Paul Travelers	36161
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Cross Environmental Services, Inc.
P. O. Box 1299
Crystal Springs, FL 33524

COVERAGES **CERTIFICATE NUMBER:** 3525079 **REVISION NUMBER:** See below

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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Max. Agg. Per Policy Limit $10,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			ECPO150718013 BI / PD Combined $5,000 Ded Per Claim	11/1/2011	11/1/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Basic PIP - $1			BAP150717913	11/1/2011	11/1/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			FFX150718113	11/1/2011	11/1/2012	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCA150903612	3/1/2011	3/1/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Pollution Liab $5,000 Ded. Each Claim			ECPO150718013	11/1/2011	11/1/2012	$1,000,000 Each Pollution Condition/$2,000,000 Agg Mold Limit $1,000,000/$2,000,000 w/$5,000 Ded.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Proof of Coverage.

CERTIFICATE HOLDER
Proof of Insurance

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
Jeanne Brandon

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