





**CONTRACT  
FOR  
SINKING OF M/V POCAHONTAS TO CREATE AN ARTIFICIAL REEF**

1 This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between Palm  
2 Beach County, a Political Subdivision of the State of Florida, by and through its Board of  
3 Commissioners, hereinafter referred to as the COUNTY, and Bunnell Foundation,  
4 Incorporated, located at 3033 NW North River Drive, Miami, FL 33142, a corporation  
5 authorized to do business in the State of Florida, hereinafter referred to as the  
6 CONTRACTOR, whose Federal I. D. number is 59-1403177.

7  
8 In consideration of the mutual promises contained herein, the COUNTY and the  
9 CONTRACTOR agree as follows:

10  
11 **ARTICLE 1 - SERVICES**

12 The CONTRACTOR's responsibility under this Contract is to provide, prepare,  
13 transport, and scuttle the surplus vessel M/V POCAHONTAS as an artificial reef as  
14 more specifically set forth in the Scope of Work/Services detailed in Exhibit A, and at  
15 the location as indicated on Site Map detailed in Exhibit B.  
16

17 The COUNTY's representative/liaison during the performance of this Contract shall be  
18 Robert Robbins , Director, Environmental Resources Management, telephone number  
19 (561) 233-2400 or designee Brock Stanaland, telephone number (561) 233-2443.  
20

21 The CONTRACTOR's representative/liaison during the performance of this Contract  
22 shall be Richard Bunnell, President, telephone number (305) 633-3369.  
23

24  
25 **ARTICLE 2 - SCHEDULE**

26 The CONTRACTOR shall commence services within 10 calendar days of receipt of a  
27 fully executed contract, and complete all services by 90 days from execution of this  
28 Contract.  
29

30 Reports and other items shall be delivered and/or completed in accordance with Exhibit  
31 A.  
32

33  
34 **ARTICLE 3 - PAYMENTS TO CONTRACTOR**

35  
36 A. The total amount to be paid by the COUNTY under this Contract for all services  
37 and materials shall not exceed a total contract amount of Thirty-Five Thousand  
38 Dollars and no cents (**\$35,000.00**). The CONTRACTOR will bill the COUNTY for  
39 a single lump sum payment for services rendered upon the completion of the  
40 Scope of Work/Services set forth in Exhibit A.

41  
42 B. The invoice received from the CONTRACTOR pursuant to this Contract will be

1 reviewed and approved by the COUNTY's representative, to verify that services  
2 have been rendered in conformity with the Contract. The approved invoice will  
3 then be sent to the Finance Department for payment. Invoices will normally be  
4 paid within thirty (30) days following the COUNTY representative's approval.  
5

- 6 C. Final Invoice: In order for both parties herein to close their books and records,  
7 the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's  
8 billing to the COUNTY. This shall constitute CONTRACTOR's certification that  
9 all services have been properly performed and all charges and costs have been  
10 invoiced to the COUNTY. Any other charges not properly included on this final  
11 invoice are waived by the CONTRACTOR.  
12

#### 13 **ARTICLE 4- TRUTH-IN-NEGOTIATION CERTIFICATE**

14  
15 Signature of this Contract by the CONTRACTOR shall also act as the execution of a  
16 truth-in-negotiation certificate certifying that the wage rates, over-head charges, and  
17 other costs used to determine the compensation provided for in this Contract are  
18 accurate, complete and current as of the date of the Contract and no higher than those  
19 charged the CONTRACTOR's most favored customer for the same or substantially  
20 similar service.  
21

22 The said rates and costs shall be adjusted to exclude any significant sums should the  
23 COUNTY determine that the rates and costs were increased due to inaccurate,  
24 incomplete or noncurrent wage rates or due to inaccurate representations of fees paid  
25 to outside contractors. The COUNTY shall exercise its rights under this Article 4 within  
26 three (3) years following final payment.  
27

#### 28 **ARTICLE 5 - TERMINATION**

29 This Contract may be terminated by the CONTRACTOR upon sixty (60) days prior  
30 written notice to the COUNTY's representative, in the event of substantial failure by the  
31 COUNTY to perform in accordance with the terms of this Contract through no fault of  
32 the CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY,  
33 with or without cause, immediately upon written notice to the CONTRACTOR. Unless  
34 the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for  
35 services rendered to the COUNTY's satisfaction through the date of termination. After  
36 receipt of a Termination Notice and except as otherwise directed by the COUNTY, the  
37 CONTRACTOR shall:  
38

- 39 A. Stop work on the date and to the extent specified.  
40  
41 B. Terminate and settle all orders and subcontracts relating to the  
42 performance of the terminated work.  
43  
44 C. Transfer all work in process, completed work, and other materials related  
45 to the terminated work to the COUNTY.

1  
2 D. Continue and complete all parts of the work that have not been  
3 terminated.  
4

5  
6 **ARTICLE 6 - PERSONNEL**  
7

8 The CONTRACTOR represents that it has, or will secure at its own expense, all  
9 necessary personnel required to perform the services under this Contract. Such  
10 personnel shall not be employees of or have any contractual relationship with the  
11 COUNTY.  
12

13 All of the services required hereinunder shall be performed by the CONTRACTOR or  
14 under its supervision, and all personnel engaged in performing the services shall be  
15 fully qualified and, if required, authorized or permitted under state and local law to  
16 perform such services.  
17

18 Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed  
19 in Exhibit "A", must be made known to the COUNTY'S representative and written  
20 approval must be granted by the COUNTY'S representative before said change or  
21 substitution can become effective.  
22

23 The CONTRACTOR warrants that all services shall be performed by skilled and  
24 competent personnel to the highest professional standards in the field.  
25

26 All of the CONTRACTOR's personnel (and all subcontractor) while on COUNTY  
27 premises, will comply with all COUNTY requirements governing conduct, safety and  
28 security.  
29

30 **ARTICLE 7 - SUBCONTRACTING**  
31

32 The COUNTY reserves the right to accept the use of a subcontractor or to reject the  
33 selection of a particular subcontractor and to inspect all facilities of any subcontractors  
34 in order to make a determination as to the capability of the subcontractor to perform  
35 properly under this Contract. The CONTRACTOR is encouraged to seek small  
36 business enterprises (SBE) for participation in subcontracting opportunities. If the  
37 CONTRACTOR uses any subcontractors on this project the following provisions of this  
38 Article shall apply:  
39

40 If a subcontractor fails to perform or make progress, as required by this Contract, and it  
41 is necessary to replace the subcontractor to complete the work in a timely fashion, the  
42 CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor  
43 by the COUNTY.  
44

45 The Palm Beach County Board of County Commissioners has established a minimum

1 goal for SBE participation of 15% on all County solicitations.

2  
3 The CONTRACTOR agrees to abide by all provisions of the Palm Beach County Code  
4 establishing the SBE Program, as amended, and understands that failure to comply with  
5 any of the requirements will be considered a breach of contract.

6  
7 The CONTRACTOR understands that each SBE firm utilized on the Contract must be  
8 certified by Palm Beach County in order to be counted toward the SBE participation  
9 goal.

10  
11 The CONTRACTOR shall provide the COUNTY with a copy of the CONTRACTOR'S  
12 contract with any SBE subcontractor or any other related documentation upon request.

13  
14 The CONTRACTOR understands the requirements to comply with the tasks and  
15 proportionate dollar amounts throughout the term of the Contract as it relates to the use  
16 of SBE firms.

17  
18 The CONTRACTOR will only be permitted to replace a certified SBE subcontractor who  
19 is unwilling or unable to perform. Such substitutions must be done with another certified  
20 SBE in order to maintain the SBE percentages established in the Contract. Requests  
21 for substitutions of SBE's must be submitted to the COUNTY'S representative and to  
22 the Office of Small Business Assistance.

23  
24 The CONTRACTOR shall be required to submit to the COUNTY Schedule 1  
25 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further  
26 indicate the specific participation anticipated, where applicable.

27  
28 The CONTRACTOR agrees to maintain all relevant records and information necessary  
29 to document compliance and pursuant to Palm Beach County Code, Chapter 2, Article  
30 III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY  
31 to inspect such records.

32  
33 **ARTICLE 8 - FEDERAL AND STATE TAX**

34  
35 The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The  
36 COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The  
37 CONTRACTOR shall not be exempted from paying sales tax to its suppliers for  
38 materials used to fulfill contractual obligations with the COUNTY, nor is the  
39 CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing  
40 such materials.

41  
42 The CONTRACTOR shall be responsible for payment of its own and its share of its  
43 employees' payroll, payroll taxes, and benefits with respect to this contract.

44

1 **ARTICLE 9 - AVAILABILITY OF FUNDS**

2  
3 The COUNTY's performance and obligation to pay under this Contract are contingent  
4 upon an annual appropriation for its purpose by the Board of County Commissioners.  
5

6 **ARTICLE 10 - INSURANCE**

7  
8 It shall be the responsibility of the CONTRACTOR to provide evidence of the following  
9 minimum amounts of insurance coverage to Palm Beach County Environmental  
10 Resources Management 2300 North Jog Road, West Palm Beach, FL 33411, Attention:  
11 Julie Aden, Contracts Manager, Environmental Enhancement and Restoration Division.  
12 The CONTRACTOR shall, on a primary basis and at its sole expense, maintain in full  
13 force and effect, at all times during the life of this Contract, insurance coverages and  
14 limits (including endorsements) as described herein. Failure to maintain the required  
15 insurance will be considered default of the Contract. The requirements contained  
16 herein, as well as COUNTY's review or acceptance of insurance maintained by  
17 CONTRACTOR, are not intended to and shall not in any manner limit or qualify the  
18 liabilities and obligations assumed by CONTRACTOR under the Contract.  
19

20 A. **Commercial General Liability:** CONTRACTOR shall maintain Commercial  
21 General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence.  
22 Coverage. Coverage shall not contain any endorsement excluding Contractual  
23 Liability or Cross Liability unless granted in writing by County's Risk Management  
24 Department. CONTRACTOR shall provide this coverage on a primary basis.  
25

26 B. **Marine Protection & Indemnity Insurance:** CONTRACTOR agrees to maintain  
27 Marine Protection and Indemnity, or similar Water-Craft Liability, for owned,  
28 hired, or borrowed water-craft. Coverage may be provided either way of  
29 endorsement under the Commercial General Liability (GC 24 12 Boats), or by  
30 separate Marine Protection and Indemnity insurance with limits not less than  
31 **\$1,000,000** each occurrence.  
32

33 C. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR  
34 shall maintain Workers' Compensation & Employer's Liability in accordance with  
35 Florida Statute Chapter 440. CONTRACTOR shall provide this coverage on a  
36 primary basis. CONTRACTOR and/or its approved sub-contractors agree to  
37 maintain Federal Act endorsement for U.S. Longshoremen's & Harbor Workers  
38 Act (WC 00 01 06 A) and The Jones Act (WC 00 02 01 A) when activities or  
39 operations involve work on or contiguous to navigable bodies of U.S. waterways  
40 and ways adjoining, or vessels.  
41

42 D. **Business Automobile Liability:** CONTRACTOR shall maintain Business  
43 Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for  
44 all owned, non-owned and hired automobiles. In the event CONTRACTOR

doesn't own automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONTRACTOR shall provide this coverage on a primary basis.

E. **Additional Insured Clause:** CONTRACTOR shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured – Designed Person or Organization endorsement, or its equivalent, to the Commercial Liability. The Additional Insured endorsement shall read “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, Its Officers, Employees and Agents.” CONTRACTOR shall provide the Additional Insured endorsements coverage on a primary basis.

F. **Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibits such an endorsement, or which voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

G. **Certificate(s) of Insurance:** Prior to execution of this Contract, CONTRACTOR shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County  
c/o Palm Beach County ERM  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411

H. **Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest “Each Occurrence” limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be



1 specifically endorsed as an "Additional Insured" on the Umbrella or Excess  
2 Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability  
3 provides coverage on a "Follow-Form" basis.  
4

- 5 I. **Right to Review**: COUNTY, by and through its Risk Management Department  
6 in cooperation with the contracting/monitoring department, reserves the right to  
7 review, modify, reject, or accept any required policies of insurance, including  
8 limits, coverages, or endorsements, herein from time to time throughout the term  
9 of this Contract. COUNTY reserves the right, but not the obligation, to review  
10 and reject any insurer providing coverage because of its poor financial condition  
11 or failure to operate legally.  
12

#### 13 **ARTICLE 11 - INDEMNIFICATION**

14  
15 CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its  
16 agents, employees and elected officers harmless from and against all claims, liability,  
17 expense, loss, cost, damages or causes of action of every kind or character, including  
18 attorneys' fees and costs, whether at trial or appellate levels or otherwise, arising during  
19 and as a result of their performance of the terms of this Contract or due to the acts or  
20 omissions of CONTRACTOR.  
21

#### 22 **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

23  
24 The COUNTY and the CONTRACTOR each binds itself and its partners, successors,  
25 executors, administrators and assigns to the other party and to the partners,  
26 successors, executors, administrators and assigns of such other party, in respect to all  
27 covenants of this Contract. Except as above, neither the COUNTY nor the  
28 CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract  
29 without the prior written consent of the other.  
30

#### 31 **ARTICLE 13 - REMEDIES**

32  
33 This Contract shall be governed by the laws of the State of Florida. Any legal action  
34 necessary to enforce the Contract will be held in Palm Beach County. No remedy  
35 herein conferred upon any party is intended to be exclusive of any other remedy, and  
36 each and every such remedy shall be cumulative and shall be in addition to every other  
37 remedy given hereunder now or hereafter existing at law or in equity, by statute or  
38 otherwise. No single or partial exercise by any party of any right, power, or remedy  
39 hereunder shall preclude any other or further exercise thereof.  
40

41 No provision of this Contract is intended to, or shall be construed to, create any third  
42 party beneficiary or to provide any rights to any person or entity not a party to this  
43 Contract, including but not limited to any citizen or employees of the COUNTY and/or  
44 CONTRACTOR.

1 **ARTICLE 14 - CONFLICT OF INTEREST**

2  
3 The CONTRACTOR represents that it presently has no interest and shall acquire no  
4 interest, either direct or indirect, which would conflict in any manner with the  
5 performance of services required hereunder, as provided for in Chapter 112, Part III,  
6 Florida Statutes and the Palm Beach County Code of Ethics. The CONTRACTOR  
7 further represents that no person having any such conflict of interest shall be employed  
8 for said performance of services.

9  
10 The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by  
11 certified mail, of all potential conflicts of interest of any prospective business  
12 association, interest or other circumstance which may influence or appear to influence  
13 the CONTRACTOR's judgment or quality of services being provided hereunder. Such  
14 written notification shall identify the prospective business association, interest or  
15 circumstance, the nature of work that the CONTRACTOR may undertake and request  
16 an opinion of the COUNTY as to whether the association, interest or circumstance  
17 would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by  
18 the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion  
19 by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR.  
20 If, in the opinion of the COUNTY, the prospective business association, interest or  
21 circumstance would not constitute a conflict of interest by the CONTRACTOR, the  
22 COUNTY shall so state in the notification and the CONTRACTOR shall, at its option,  
23 enter into said association, interest or circumstance and it shall be deemed not in  
24 conflict of interest with respect to services provided to the COUNTY by the  
25 CONTRACTOR under the terms of this Contract.

26  
27 **ARTICLE 15 - EXCUSABLE DELAYS**

28  
29 The CONTRACTOR shall not be considered in default by reason of any failure in  
30 performance if such failure arises out of causes reasonably beyond the control of the  
31 CONTRACTOR or its subcontractor(s) and without their fault or negligence. Such  
32 causes include, but are not limited to: acts of God, force majeure, natural or public  
33 health emergencies, labor disputes, freight embargoes, and abnormally severe and  
34 unusual weather conditions.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of  
any failure to perform the work and, if the CONTRACTOR's failure to perform was  
without it or its subcontractors fault or negligence, the Contract Schedule and/or any  
other affected provision of this Contract shall be revised accordingly, subject to the  
COUNTY's rights to change, terminate, or stop any or all of the work at any time.

**ARTICLE 16 - ARREARS**

The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of

payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports, and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 through 2-440, as amended.

#### **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any

promise, agreement or.

#### **ARTICLE 19 - CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, 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 the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 20 - ACCESS AND AUDITS**

The CONTRACTOR shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 through 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-241 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **ARTICLE 21 - NONDISCRIMINATION**

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

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all

times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

### **ARTICLE 24 - PUBLIC ENTITY CRIMES**

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

### **ARTICLE 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

### **ARTICLE 26 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivered or other delivery service requiring signed acceptance. If sent

to the COUNTY, notices shall be addressed to:

Robert Robbins, Director  
Environmental Resources Management  
2300 North Jog Road  
West Palm Beach, FL 33411

With a copy to: Palm Beach County Attorney's Office  
301 N. Olive Avenue  
West Palm Beach, FL 33401

If sent to the CONTRACTOR, notices shall be addressed to:

Richard Bunnell, President  
Bunnell Foundation, Inc.  
3033 NW North River Drive  
Miami, FL 33142

#### **ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

#### **ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

If CONTRACTOR'S employees or subcontractors are required under this Contract to enter a "critical facility," as identified in Resolution R-2003-1274, the CONTRACTOR shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required from criminal history record checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

#### **ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:**

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and

collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

(Remaining portion of this page intentionally left blank.)

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY,  
BOARD OF COUNTY  
COMMISSIONERS

BY: \_\_\_\_\_  
DEPUTY CLERK

BY: \_\_\_\_\_  
STEVEN L. ABRAMS, CHAIRMAN

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND  
CONDITIONS

BY: \_\_\_\_\_  
DIRECTOR, ENVIRONMENTAL  
RESOURCES MANAGEMENT

DATE 12/12/12

DATE 11-27-12

WITNESS:

\_\_\_\_\_  
SIGNATURE

Veridley Gomez  
NAME (TYPE OF PRINT)

\_\_\_\_\_  
SIGNATURE

BY: RICHARD BUNNELL  
NAME (TYPE OR PRINT)

ITS: PRESIDENT  
TITLE

(CORPORATE SEAL)

\_\_\_\_\_  
SIGNATURE

Roberto Rodriguez  
NAME (TYPE OF PRINT)



**EXHIBIT A**  
**SCOPE OF WORK/SERVICES**

1. The CONTRACTOR agrees to provide, prepare, transport, and scuttle the surplus vessel *M/V POCAHONTAS* as an artificial reef for the COUNTY.
2. The vessel shall not be scuttled until the COUNTY has given its written approval. The COUNTY's approval shall not be unreasonably withheld; however, in the event that the CONTRACTOR is unable to comply with the requirements of Paragraph 3 or such other reasonable action as may be deemed necessary upon inspection by the COUNTY to ensure the structural integrity, environmental soundness, or safety of the vessel, and/or unable to arrive at a mutually agreeable Operational Plan as stated in Paragraph 7, and/or unable to arrive at a mutually agreeable Contingency Plan as stated in Paragraph 9 then either party may terminate this agreement by so notifying the other in writing.
3. Preparation of the *M/V POCAHONTAS* shall include all actions necessary to secure Coast Guard approval for scuttling the vessel as artificial reefs, including, but not limited to: any and all actions necessary to ensure the structural integrity of the vessel; removal of all petroleum products and other materials potentially hazardous to the marine environment and cleaning or removing any compartments used to hold those products; removal of any floatables or loose objects including, but not limited to, tire fenders, loose deck gear, wood, loose paneling, or other miscellaneous materials that are not an integral part of the vessel's structure; removal of any objects not substantial enough to withstand the stress of a rapid scuttling; removal of all glass; and removal of all doors, hatch covers, and loose cables or wiring. The CONTRACTOR shall coordinate all necessary inspections and approvals with the Coast Guard Marine Safety Office. The disposition of all removed materials will be in accordance with all applicable state and federal regulations.
4. Preparation shall also include the sampling and abatement of all asbestos and polychlorinated biphenyls (PCB) materials, as necessary, by County, State and Federal requirements. Removal of pollutants shall be supervised by a qualified environmental consulting firm with an expertise in asbestos and Polychlorinated Biphenyls (PCB) remediation. All preparations and removals shall be completed, and all approvals from COUNTY (in writing) shall be obtained prior to transporting the vessel to the artificial reef site.
5. The following items shall not be removed from the vessel: ship's propeller; ship's cargo booms, masts, smoke stack, and supports; ship's funnel. Any salvage activity which may adversely affect the ship's structural integrity is expressly prohibited.

6. The CONTRACTOR shall scuttle the vessel *M/V POCAHONTAS* at the COUNTY's permitted artificial reef site (Palm Beach Site #5 as shown in Exhibit B) in approximately 90 feet of water and shall remain on site until released by the COUNTY.
7. The CONTRACTOR shall submit a written operational plan for scuttling the vessels for COUNTY approval at least seven (7) days in advance of the proposed scuttling. The vessels shall be scuttled so as to come to rest on the ocean bottom in a level position, upright on its keel, and shall maintain a minimum vertical navigational clearance above any substantial structural part of the vessel of at least fifty (50) feet. For the purpose of this agreement, "level position" shall mean the vessel shall be resting upright on its keel and listing no more than twenty (20) degrees from vertical to port or starboard.
8. The CONTRACTOR shall provide all appropriate lines, cables, shackles, chains, and (2) anchors, etc., as required by the COUNTY for use at the artificial reef site to locate and hold the vessels in position while it is scuttled. The two bow anchors set forty-five degrees apart on separate rodes of a minimum of 40 feet each or greater shall be used, depending on prevailing conditions at the time the vessel is secured on site for scuttling.
9. A written Contingency Plan to be implemented in the event of anchor or rode failure or any other condition that may cause the vessels to move out of the desired position shall be submitted to and approved in writing by the COUNTY at least seven (7) days prior to the date of the proposed scuttling.

Site Corners:

- 1) 26° 48' 12"
- 80° 01' 12"
- 2) 26° 48' 12"
- 79° 59' 00"
- 3) 26° 47' 00"
- 80° 01' 12"
- 4) 26° 47' 00"
- 79° 59' 00"

Site Center:

- 26° 47' 36"
- 80° 00' 06"

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STATE OF FLORIDA

30-023053-607A

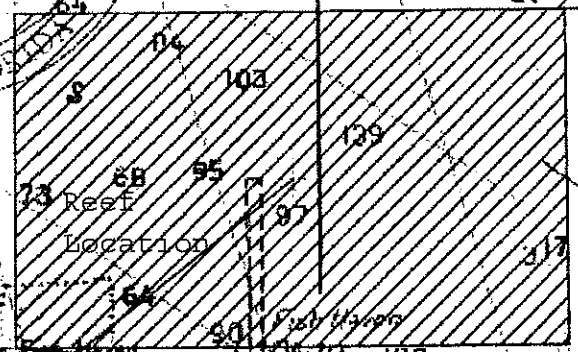
Proj. PBC-ERM 74

Ant. Rec'd 45

Date: FEB 15 2008 76

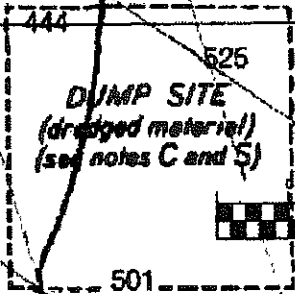
By: Dans Wertz

08 of 91



3748 ft to channel

Lake Worth Inlet



SCALE: 1 INCH = 4000 FEET



PALM BEACH COUNTY  
DEPARTMENT OF  
ENVIRONMENTAL  
RESOURCES  
MANAGEMENT

Exhibit B

Attachment H.  
Palm Beach Deep Site

Site Dimensions: 11,928 ft X 7228 ft (1,985 acres)  
Site Depths = 50 ft - 320 ft (MLW)  
Site Depths = 53 ft - 323 ft (MHW)

RESOLUTION NO. R-2012-\_\_\_\_\_

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA TO UTILIZE A PORTION OF THE COUNTY VESSEL REGISTRATION FEES FOR THE CONSTRUCTION OF AN ARTIFICIAL REEF PROJECT.**

WHEREAS, Palm Beach County enacted the Vessel Registration Fee Ordinance, No. 88-40 which began collecting fees June 1, 1989; and

WHEREAS, the Vessel Registration Fee Ordinance provides that monies collected from vessel registration fees be utilized to protect coastal marine and estuarine habitats, maintain and enhance fisheries and other salt and freshwater habitats, and construct artificial reefs; and

WHEREAS, Environmental Resources Management has identified a 110' surplus ocean tug *M/V POCAHONTAS* as an artificial reef project which will enhance the marine resources of Palm Beach County's coastal waters; and

WHEREAS, the vessel *M/V POCAHONTAS* was built in 1944 of welded and riveted steel with re-enforced hull with ice-breaking capabilities and is of ideal material and construction to create an artificial reef at one of the County's permitted artificial reef sites; and

WHEREAS, this vessel will increase the primary productivity of Palm Beach County's coastal waters by providing habitat and shelter for increased numbers and more diverse populations of fish stocks; and

WHEREAS, this project will provide unique diving opportunities, relieve user pressures on natural reefs, and further establish Palm Beach County as a premier diving destination; and

WHEREAS, the Daniel McCauley Memorial Fund and Lake Worth Dive Operator's Association will provide a \$10,000 and \$2,000 contribution towards this project, respectively; and

WHEREAS, the new artificial reef will be named the Danny McCauley Memorial Reef; and

WHEREAS, the Director of Environmental Resources Management recommends that the Board of County Commissioners authorize the Clerk of the Court to disburse Vessel Registration Fee monies in the amount of \$28,000 to provide funding for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA, THAT:

Section 1: The foregoing recitals are hereby adopted and ratified.

Section 2: The Board hereby authorizes the Clerk to disburse funds of \$28,000 for the purpose of constructing the Danny McCauley Memorial Reef.

The foregoing Resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

- District 4: Steven L. Abrams, Chairman \_\_\_\_\_
- District 7: Priscilla A. Taylor, Vice Chair \_\_\_\_\_
- District 1: Hal. R. Valeche \_\_\_\_\_
- District 2: Paulette Burdick \_\_\_\_\_
- District 3: Shelley Vana \_\_\_\_\_
- District 5: Mary Lou Berger \_\_\_\_\_
- District 6: Jess R. Santamaria \_\_\_\_\_

The Chair thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

**PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS**

**Sharon R. Bock  
Clerk and Comptroller**

By \_\_\_\_\_  
Assistant County Attorney

By \_\_\_\_\_  
Deputy Clerk

2013- 0269

BGEX - 380 - 101712\*0142

BGRV - 380 - 101712\*0022

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT

Fund 1224 Environmental Enhancement Saltwater

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENCUMBERED / Expended	REMAINING BALANCE
<u>REVENUES</u>							
380-3092 D McCauley Artificial Reef      6600-Donation from Private Sources	0	0	12,000	0	12,000	0	12,000
<b>TOTAL RECEIPTS &amp; BALANCES</b>	<b>758,171</b>	<b>758,171</b>	<b>12,000</b>	<b>0</b>	<b>770,171</b>		
<u>EXPENDITURES</u>							
380-3092 D McCauley Artificial Reef      3401 - Other Contractual Services	0	0	12,000	0	12,000	0	12,000
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>	<b>758,171</b>	<b>758,171</b>	<b>12,000</b>	<b>0</b>	<b>770,171</b>		

Environmental Resources  
Management

INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures & Dates

11-27-12  
  
12/14/2012

12/31/12  
ea

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

December 18, 2012

Deputy Clerk to the  
Board of County Commissioners

2013 - 0270

BGEX - 101712\*0145

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER  
FUND 1224 Environmental Enhancement Saltwater

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENC/EXP 9/30/2011	REMAINING BALANCE
<u>Appropriations</u>							
<u>Reserves</u>							
380-3891            9902 Operating Reserves	540,263	540,263	0	28,000	512,263	0	512,263
<u>D McCauley Artificial Reef</u>							
380-3092            3401 Other Contractual Services	0	12,000	28,000	0	40,000	0	40,000
			28,000	28,000			

Environmental Resources  
Management

INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures & Dates

11-27-12  
  
12/4/2012

12/3/12  
cc

BY BOARD OF COUNTY COMMISSIONERS  
AT MEETING OF

December 18, 2012

Deputy Clerk to the  
Board of County Commissioners



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/10/2012

<b>PRODUCER</b> Millennium Insurance & Investments Corp d/b/a MiiCorp. 3440 Hollywood Blvd, Suite 415 Hollywood, FL 33021 PH: (954) 983-4252 Fax: (954) 212-2255	<p style="text-align: center;"><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: National Casualty Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C: Integon National Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D: Starr Indemnity &amp; Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER E: Navigators Insurance Company</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: National Casualty Company		INSURER B:		INSURER C: Integon National Insurance Company		INSURER D: Starr Indemnity & Liability Company	38318	INSURER E: Navigators Insurance Company	
INSURERS AFFORDING COVERAGE	NAIC #												
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INSURER C: Integon National Insurance Company													
INSURER D: Starr Indemnity & Liability Company	38318												
INSURER E: Navigators Insurance Company													
<b>INSURED</b> Bunnell Foundation, Inc. 1320 NORTHWEST 18TH AVE MIAMI, FLORIDA 33125													

**COVERAGES**

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	Y	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Addl Insds/WofSub <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	OMO 0013908 *Blanket when required by written contract **Limited Sudden & Accidental Pollution (\$25,000 Deductible)	08/06/2012	08/06/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DEDUCTIBLE: \$5,000
C		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2001722002	12/03/2012	12/03/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
D		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	MASILBN00031812	08/06/2012	08/06/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	See separate certificate for WC & USLH policy details			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		<b>OTHER HULL P&amp;I - \$1MM</b>	OMO 0013907	08/06/2012	08/06/2013	<b>HULL P&amp;I \$1,000,000 EA OCCURRENCE</b>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Insurer "E": "Jones Act" Maritime Employers' Liability Policy #LF029410b - Effective 08/06/12 to 08/06/13 Combined Single Limit all Expenses & Indemnity: \$1,000,000 any one accident or illness, including indemnity & expenses of investigation & defense. Deductible: \$10,000 any one accident or illness  
 R.E:  
 ADDITIONAL INSURED & WAIVER OF SUBROGATION APPLIES TO THE GENERAL LIABILITY POLICY ONLY WHEN REQUIRED BY WRITTEN CONTRACT  
 \*\*\*30 Day Advance Notice of Cancellation EXCEPT 10 Days for Non-Payment of Premium

<b>CERTIFICATE HOLDER</b> Palm Beach County Department of Environmental Resources Management 2300 North Jog Road, 4th Floor West Palm Beach, FL 33411	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Gloria J. Bravo, CIC
--	--





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/10/2012

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 MILLENNIUM INS & INV COR 3440 HOLLYWOODS BLVD STE 415  HOLLYWOOD FL 330216933	CONTACT NAME: GLORIA BRAVO
	PHONE (A/C, No, Ext): E-MAIL: BGLORIA@MIICORP.NET ADDRESS: BGLORIA@MIICORP.NET
	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE
	NAIC #
INSURED BUNNELL FOUNDATION INC & 1320 NW 18TH AVE MIAMI FL 33125 FEIN: 591403177	INSURER A : FWCJUA INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

### COVERAGES

CERTIFICATE NUMBER: 121210000

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.

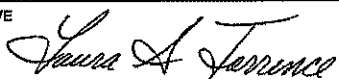
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	2849C106	7/18/2012	7/18/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

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

**"USLH COVERAGE INCLUDED"**

### CERTIFICATE HOLDER

### CANCELLATION

Palm Beach County, Department of Environmental Resources Mar 2300 North Jog Road 4th Floor West Palm Beach FL 33411 Phone Number 561-233-2444	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 
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## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.