AGREEMENT

between

THE CITY OF COCONUT CREEK

And

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

for

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES RFP NO. 06-06-18-11

THIS AGREEMENT is made and entered into this <u>13</u> day of September, 2018 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Clean Harbors Environmental Services, Inc. with offices located at 7001 Kilo Avenue, Barlow, FL 33830 (the "Vendor") to provide Household Hazardous Waste Collection and Disposal Services pursuant to RFP No. 06-06-18-11.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Vendor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract of RFP No. 06-06-18-11, all addenda issued prior to, all modifications issued after execution of this Agreement, and Vendor's submitted response to RFP No. 06-06-18-11 specifically excluding any exceptions made by the Vendor to the RFP No. 06-06-18-11. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

2) The Work

The Vendor shall perform all work for the City required by the contract documents, RFP No. 06-06-18-11 and as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Vendor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Vendor's expense.
- c) Vendor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d) Vendor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Contract Price

Pricing shall be as per Attachment "A" - Schedule of Proposal Prices & List of Participating

Agencies.

4) Contract Term

The initial Agreement period shall be for two (2) years, beginning on October 24, 2018 through October 23, 2020.

5) Contract Extension

The City reserves the right to extend the Agreement for two (2) additional two (2) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Vendor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

6) Conditions for Emergency/Hurricane or Disaster

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Vendor/Contractor agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Vendor/Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

7) Independent Contractor

Vendor is an independent Contractor under this Agreement. Personal services provided by the Vendor shall be by employees of the Vendor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Vendor.

8) Assignment and Subcontracting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

9) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

VENDOR

Patrick Ethridge
Clean Harbors Environmental Services, Inc.
7001 Kilo Avenue
Barlow, Florida 33830

Phone: 954-465-6469

Email: ethridge.patrick@cleanharbors.com

10) Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

11) Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the Southern District in and for the State of Florida.

12) Signatory Authority

The Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

13) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14) Merger; Amendment

This Agreement constitutes the entire Agreement between the Vendor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Clean Harbors Environmental Services, Inc., signing by and through Mitch Osborne, Regional VP, duly authorized to execute same.

| CITY OF COCONUT CREEK | | |
|----------------------------------|--|-----------------|
| ATTEST: | Kum M. Brooks Wary C. Blasi, City Manager | 6/9/18 Date |
| Leslie Wallace May City Clerk | 10/9/18 Date | |
| UKY CISIN | Approved as to form and legal suff | iciency: |
| | Terrill C. Pyburn, City Attorney | 0/9/19 Date |
| VENDOR | | |
| ATTEST: | Clean Harbors Environmental Services, Inc. Company Name | |
| (Corporate Secretary) | Signature of President/Owner | lo-2-18 Date |
| Type/Drint Name of Cornerate See | James M. Ostorne | |
| Type/Print Name of Corporate Sec | y. Type/Print Name of President/Owr | ier |
| (CORPORATE SEAL) | | |

CORPORATE ACKNOWLEDGEMENT

| STATE OF FLORIDA: |
|--|
| COUNTY OF Foughte :ss |
| I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared <u>James M. Osbovne</u> , of <u>Cleam Hulbers Environmak! Services</u> a <u>Massachusetts</u> |
| Corporation, to me known to be the person(s) described in and who executed the foregoing instrument |
| and acknowledged before me that he/she executed the same. WITNESS my hand and official seal this ay of ay of ay of 2018. |
| Signature of Notary Public SHREUE of Photos at Large NOTARY PUBLIC Clayton County State of Georgia My Comm. Expires Mar. 12, 2022 Print, Type or Stamp Name of Notary Public |
| Personally known to me or Produced Identification |
| GA DL Type of I.D. Produced |
| DID take an oath, or DID NOT take an oath. |

ATTACHMENT "A" SCHEDULE OF PROPOSAL PRICES & LIST OF PARTICIPATING AGENCIES

| LINE # | DESCRIPTION | QUANTITIES | UOM | UNIT PRICE | EXTENDED |
|--------|--|---------------|----------------------|---------------------|-------------|
| 1 | Mobilization for remote collection events only. Does not apply to fixed facility deliveries. | drum pickups, | mobilizatio | n of contract labor | and supply |
| 1.1 | One Day Remote Event Mobilization. Fixed Price to include all staff and equipment | 22 | EA | \$3,579.00 | \$78,738.00 |
| 1.2 | Sunday Remote Event Mobilization. Fixed Price to include all staff and equipment. | 1 | EA | \$5,368.50 | \$5,368.50 |
| 2 | Contract Labor for Remote Collection Events | | | arcato y | |
| 2.1 | Regular Per Hour Rate (8-hours onsite) | 1465 | HR | \$44.00 | \$64,460.00 |
| 2.2 | Overtime Per Hour Rate (After 8-hours onsite) | 185 | HR . | \$65.00 | \$12,025.00 |
| 3 | Supplies Including Delivery | | | | |
| 3.1 | 5-Gallon Poly | 490 | EA | \$16.84 | \$8,251.60 |
| 3.2 | 16-Gallon Poly | 200 | EA | \$20.00 | \$4,000.00 |
| 3.3 | 30-Gallon Poly | 165 | EA | \$50.12 | \$8,269.80 |
| 3.4 | 55-Gallon Poly | 170 | EA | \$44.90 | \$7,633.00 |
| 3.5 | 55-Gallon Steel | 830 | EA | \$44.90 | \$37,267.00 |
| 3.6 | 85-Gallon Steel | 30 | EA | \$168.35 | \$5,050.50 |
| 3.7 | Flex Bin | 495 | EA | \$84.18 | \$41,669.10 |
| 3.8 | Fluorescent Bulb Box 8-Ft | 100 | EA | \$16.84 | \$1,684.00 |
| 3.9 | Fluorescent Bulb Box 4-Ft | 270 | EA | \$16.84 | \$4,546.80 |
| 3.1 | Vermiculite (Per 16 lb. bag) | 600 | EA | \$44.90 | \$26,940.00 |
| 4 | Waste Disposal | | , chart | | |
| 4.1 | Petroleum Oits | 35500 | LBS | \$0.24 | \$8,520.00 |
| 4.2 | Fuels and Solvents Halogenated and Halogenated | 45800 | LBS | \$0.37 | \$16,946.00 |
| 4.3 | Antifreeze | 18700 | LBS | \$0.37 | \$6,919.00 |
| 4.4 | Lead Acid (wet and dry cell) | 39750 | LBS | \$1.13 | \$44,917.50 |
| 4.5 | Nickel Cadmium and Nickel Metal Hydride | 1785 | LBS | \$1.13 | \$2,017.05 |
| 4.6 | Lithium and Lithium Ion | 2850 | LBS | \$1.13 | \$3,220.50 |
| 4.7 | Aerosol Cans | 34400 | LBS | \$0.92 | \$31,648.00 |
| 4.8 | Alkyd (Oil Based) Paint in Cans | 47800 | LBS | \$0.74 | \$35,372.00 |
| 4.9 | Pesticides/Poisons Liquid | 23540 | LBS | \$1.25 | \$29,425.00 |
| 4.1 | Pesticides/Poisons Solid | 10800 | LBS | \$1.25 | \$13,500.00 |
| 4.11 | Solids Containing Flammable Liquids | 25500 | LBS | \$0.91 | \$23,205.00 |
| 4.12 | Corrosives Liquid or Solid Acid or Alkaline | 25270 | LBS | \$0.99 | \$25,017.30 |
| 4.13 | Oxidizers Liquid or Solid | 2050 | LBS | \$1.25 | \$2,562.50 |
| 4.14 | Organic Peroxides Liquid or Solid | 6340 | LBS | \$6.02 | \$38,166.80 |
| 4.15 | Mercury | 195 | LBS | \$11.50 | \$2,242.50 |
| 4.16 | Reactives | 10220 | LBS | \$6.02 | \$61,524.40 |
| 4.17 | Straight Fluorescent Bulbs | 17650 | EA | \$1.37 | \$24,180.50 |
| 4.18 | Compact Fluorescent Bulbs | 13200 | EA | \$2.46 | \$32,472.0 |
| 4.19 | Metal Halide and Other Various Bulbs | 3300 | EA | \$2.46 | \$8,118.0 |
| 4.2 | Refrigerant/Extinguishers Gases | 2200 | LBS | \$6.00 | \$13,200.0 |
| 4.21 | Propane/MAPP Gas | 6360 | LBS | \$5.50 | \$34,980.0 |
| 4.22 | Latex Paint | 504200 | LBS | \$0.25 | \$126,050.0 |
| 5 | Group 2 - Electronic Waste | | 335 (V.). A. (V.) | | |
| 5.1 | Monitors/TV/CPUs | 12800 | LBS | \$0.35 | \$4,480.0 |
| 5.2 | Misc. Small Electronic Devices | 180250 | LBS | \$0.09 | \$16,222.5 |
| 6 | Flat Fee for the preparation and processing of invoices for Joint Events only | | | | <u> </u> |
| 6.1 | Please state your "Flat Fee" for processing invoices for Joint Events only | 1 | EA | \$0.00 | \$0.0 |
| No. | | TOTALS | | \$9,618.07 | \$910,809.8 |

LIST OF PARTICIPATING AGENCIES

| AGENCY | CITY CONTACT | CONTACT INFORMATION |
|---|--|--|
| City of Coconut Creek 4800 West Copans Rd. Coconut Creek, FL 33063 | Lorie Messer Purchasing Analyst | Tel: (954) 956-1584 Fax: (954) 973-6754 Email: <u>lmesser@coconutcreek.net</u> |
| City of Coral Springs 9551 W. Sample Rd. Coral Springs, FL 33065 | Angelo Salomone Purchasing Administrator | Tel: (954) 344-1102 Fax: (954) 344-1087 Email: <u>asalomone@coralsprings.org</u> |
| City of Fort Lauderdale 100 North Andrews Ave. Fort Lauderdale, FL 33301 | Adam Makarevich Procurement Specialist II | Tel: (954) 828-5073 Fax: (954) 828-5576 Email: <u>AMakarevich@fortlauderdale.gov</u> |
| City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060 | Otis J. Thomas General Services Director | Tel (954) 786-4098 Fax: (954) 786-4168 Email: <u>Otis.thomas@copbfl.com</u> |
| City of Tamarac 6011 Nob Hill Rd. Tamarac, FL 33321 | Troy Gies Budget & Contracts Manager | Tel: 954) 597-3718 Fax: (954) 549-3710 Email: <u>troy.gies@tamarac.org</u> |
| City of Lauderdale Lakes 4300 NW 36 ST. Lauderdale Lakes, FL 33319 | Robin Soodeen Assistant Public Works Director | Tel: (954) 535-2758 Email: <u>Robins@lauderdalelakes.org</u> |
| City of North Lauderdale 701 SW 71 st Ave. N. Lauderdale, FL 33068 | George Krawczyk Director of Public Works/Utilities | Tel: (954) 597-4756 Email: gkrawczyk@nlauderdale.org |
| City of Deerfield Beach 401 SW 4th Street Deerfield Beach, FL 33441 | David Eberlin Assistant Director Sustainable Management | Tel: (954) 480-4382 Email: <u>deberlin@deerfield-beach.com</u> |
| Town of Davie 6591 Orange Drive Davie, FL 33314 | Phillip Holste Assistant Town Administrator | Tel: (954) 797-1041 Cell: (954) 461-0123 Email: <u>Phillip Holste@davie-fl.gov</u> |
| City of Coral Gables 2800 SW 72 nd Ave. Miami, FL 33155 | David Lindsey Administrative Analyst Public Works Department | Tel: (305) 460-5055 Email: <u>dlindsey@coralgables.com</u> |
| Lauderdale By The Sea 4501 N. Ocean Drive Lauderdale by the Sea, FL 33308 | Sharon P. Ragoonan Assistant Town Manager | Tel: (954) 640-4212 Fax: (954) 634-4653 Email: <u>sharonr@lbts-fl.gov</u> |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/25/2017

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

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

| this certificate does not confer rights to the certificate holder in field of such endorsement(s). | | | | | |
|--|--|-----------|--|--|--|
| PRODUCER | CONTACT NAME: | | | | |
| Willis of Massachusetts, Inc. | PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888- | -467-2378 | | | |
| c/o 26 Century Blvd | E-MAIL ADDRESS: certificates@willis.com | | | | |
| P.O. Box 305191 Nashville, TN 372305191 USA | INSURER(S) AFFORDING COVERAGE | NAIC# | | | |
| | INSURER A: ACE American Insurance Company | 22667 | | | |
| INSURED Clean Harbors Environmental Services, Inc. and its affiliates | INSURER B: ACE Property & Casualty Insurance Company | 20699 | | | |
| | INSURER C: Indemnity Insurance Company of North Ameri | 43575 | | | |
| 42 Longwater Drive | INSURER D: Indian Harbor Insurance Company | 36940 | | | |
| Norwell, MA 02061 USA | INSURER E : | | | | |
| | INSURER F: | | | | |
| | DEVICION NUMBER. | | | | |

COVERAGES CERTIFICATE NUMBER: W4152323 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.

| | EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | | |
|-------------|--|--------------|-------------|---------------------------|----------------------------|----------------------------|--|---------------|
| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | S |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | \$ 2,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 |
| A | X XCU | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | X Contractual | Y | | HDOG27872189 | 11/01/2017 | 11/01/2018 | PERSONAL & ADV INJURY | \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$ 4,000,000 |
| | POLICY X PRO- | | | | | | PRODUCTS - COMP/OP AGG | \$ 4,000,000 |
| | OTHER: | | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ 5,000,000 |
| | X ANY AUTO | | | | | BODILY INJURY (Per person) | \$ | |
| A | X OWNED SCHEDULED AUTOS | Y | | ISAH2509718A | 11/01/2017 | 11/01/2018 | BODILY INJURY (Per accident) | \$ |
| | X HIRED X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | X MCS-90 | | | | | | | \$ |
| В | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | \$ 10,000,000 |
| - | EXCESS LIAB CLAIMS-MADE | | | G4682586A 001 | 11/01/2017 | 11/01/2018 | AGGREGATE | \$ 10,000,000 |
| | DED X RETENTION \$ 0 | | | | | | | \$ |
| | WORKERS COMPENSATION | | | | × | | X PER OTH- STATUTE ER | |
| С | ANYPROPRIETOR/PARTNER/EXECUTIVE | N/A | | TH DGC4620040 (2000) | 11/01/2017 | 11/01/2018 | E.L. EACH ACCIDENT | \$ 2,000,000 |
| | (Mandatory in NH) | N/A | | WLRC64620940 (AOS) | 11/01/201/ | 11/01/2018 | E.L. DISEASE - EA EMPLOYEE | \$ 2,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 2,000,000 |
| A | Workers Compensation | | | WLRC64620939 (AZ, CA, MA) | 11/01/2017 | 11/01/2018 | E.L. Each Accident | \$2,000,000 |
| | & Employers Liability | | - | | | | E.L. Disease -Pol Lmt | \$2,000,000 |
| | Per Statute | | | | | | E.L. Disease Each Emp | \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Scope of Work: HHW collection events.

City of Coconut Creek is named as an Additional Insured for General Liability and Auto Liability as their interests may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

SEE ATTACHED

| CERTIFICATE HOLDER | 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. |
| City of Coconut Creek | AUTHORIZED REPRESENTATIVE |
| Attn: Lorie Messer | 0 |
| 4800 West Copans Road | gula m Powers- |
| Coconut Creek, FL 33063 | 0 |

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| AGENCY CUSTOMER ID: | |
|---------------------|--|
| LOC #: | |



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

NAIC#: 22667

| ADDITIONAL DESIGNATION | | |
|-------------------------------|-----------|--|
| See Page 1 | | EFFECTIVE DATE: See Page 1 |
| CARRIER | NAIC CODE | |
| See Page 1 | | Norwell, MA 02061 USA |
| POLICY NUMBER | | 42 Longwater Drive |
| Willis of Massachusetts, Inc. | | and its affiliates |
| AGENCY | | NAMED INSURED Clean Harbors Environmental Services, Inc. |
| | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ___25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE American Insurance Company

EXP DATE: 11/01/2018

TYPE OF INSURANCE: LIMIT DESCRIPTION:

LIMIT AMOUNT: Contractor's Pollution Liability Each Claim \$10,000,000

All Claims \$10,000,000 \$250,000 SIR

NAIC#: 36940 INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company

POLICY NUMBER: PEC004203904 EFF DATE: 11/01/2017 EXP DATE: 11/01/2018

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT: Pollution Legal Liability Each Claim \$10,000,000

Aggregate \$10,000,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667

EXP DATE: 11/01/2018

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT: Professional Liability Each Claim \$10,000,000 All Claims \$10,000,000

SIR \$250,000