

Manatee County

R.B. "Chips" Shore

Clerk of the Circuit Court and Comptroller

P.O. Box 25400 • Bradenton, Florida 34206 • (941) 749-1800 • FAX (941) 741-4082 • www.manateeclerk.com

DATE:

November 21, 2011

DEC 0 2011

TO:

**Siemens Industry, Inc.
2650 Tallevast Road
Sarasota, FL 34243**

FROM:

**Clerk of Circuit Court
Board Records Department
Maggie Riester MR
P. O. Box 25400
Bradenton, FL 34206**

RE:

Agreement for Odor and Corrosion Control Services

Approved:

**In open session by the Board of County Commissioners, Manatee
County, Florida, on November 21, 2011.**

cc: Blair Getz, Purchasing
Jim Marble, Utilities
Chuck Froman, Utilities
Peter Bonk, Utilities

"Pride in Service with a Vision to the Future"

Clerk of Circuit and County Court - Clerk of Board of County Commissioners - County Comptroller, Auditor and Recorder

**AGREEMENT FOR
ODOR AND CORROSION
CONTROL SERVICES**

THIS AGREEMENT is made by and between the County of Manatee, a political subdivision of the State of Florida, hereinafter referred to as "County", with offices located at 1112 Manatee Avenue West, Bradenton, FL 34205 and Siemens Industry, Inc. hereinafter referred to as "Consultant", duly authorized to conduct business in the State of Florida, with offices located at 2650 Tallevast Road, Sarasota, FL 34243.

WHEREAS, the County has determined that it is necessary, expedient and in the best interest of the County to retain Contractor to provide odor and corrosion control services for the Utilities Department; and

WHEREAS, the Consultant submitted a proposal, in response to RFP #11-1065FL, and the County conducted a competitive selection procedure in accordance with Manatee County Code of Law.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

ARTICLE 1. SCOPE OF SERVICE

This Agreement sets forth the general terms and conditions pursuant to which County retains Contractor to provide **PROFESSIONAL ODOR AND CORROSION SERVICES FOR THE UTILITIES DEPARTMENT OF MANATEE COUNTY**

The Scope of Services for this Agreement is described in detail in Attachment "A" Scope of Services.

In the event of a conflict between the terms and conditions provided in Articles in this part of the Agreement and any attachment or exhibit, the Provisions contained within these Articles shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

ARTICLE 2. CONTRACT DOCUMENTS

The Contractor shall comply with the following attachments which are attached and made a part of this Agreement:

- Attachment "A" --- Scope of Services
- Attachment "B" --- Payments Schedule
- Attachment "C" --- Special Conditions
- Attachment "D" --- Insurance Certificate

ARTICLE 3. LIMITATION OF COSTS AND PAYMENTS

Contractor shall be paid by County an amount in accordance with Attachment "B" for the provision of the Scope of Services. Contractor has been advised that no Contractor or employee of the County may authorize an increase in the above amount as evidenced by the initials of Contractor's representative in the margin. Any increase in total compensation must be authorized in writing by the Board of County Commissioners.

ARTICLE 4. CONTRACT TERM

A. Unless renewed or terminated as provided in this Agreement, this Agreement shall be for a period of one year, commencing on Board of County Commissioners approval,

B. Renewals or extensions of this Agreement, if any, shall be as specified in Attachment "C" Special Conditions.

ARTICLE 5. TERMINATION AND DEFAULT

A. This Agreement may be terminated by the County in whole or in part at any time such termination is in the best interest of the County. This Agreement may be terminated by the Contractor only by mutual consent of both parties.

B. If the County determines that the performance of the Contractor is not satisfactory, the County shall have the option of (1) immediately terminating the Agreement, or (2) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time. The Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress will become the property of the County and will be promptly delivered to the County by the Contractor.

C. If the County requires termination of this Agreement for reasons other than unsatisfactory performance of the Contractor, the County shall notify the Contractor in writing of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. The Contractor shall be entitled to compensation for all services rendered or performed through the date of termination, together with all authorized costs and expenses incurred in connection therewith provided the County has given the Contractor written notice ten (10) days in advance of the date of such termination and provided that services rendered and costs and expenses incurred do not exceed the maximum amount of compensation authorized for any phase of work based upon the percentage of the phase completed, or where applicable, any price established for a specific element of work.

ARTICLE 6. NOTICES

All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

If mailed to Contractor: Siemens Water Technologies
Attn: Vaughan Harshman, P.E.
2650 Tallevast Road
Tallevast, FL 34270-0029

If by hand delivery: Siemens Water Technologies
Attn: Vaughan Harshman, P.E.
2650 Tallevast Road
Sarasota, FL 34243

If mailed to County: Manatee County Utility Operations Department
Attn: Director
4410 66th Street West
Bradenton, FL 34210

If by hand delivery: Manatee County Utility Operations Department
Attn: Director
4410 66th Street West
Bradenton, FL 34210

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery.

ARTICLE 7 GENERAL CONDITIONS

A: MAINTENANCE OF RECORDS.

i. Contractor shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. Contractor shall provide County all necessary information, records and contracts required by this Agreement as requested by County for monitoring and evaluating services. Contractor's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law.

In cases where client confidentiality applies, Contractor shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or License made by any local, State or Federal Agency. Contractor shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by Contractor for at least three (3) years after the termination of this Agreement.

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally Contractor covenants and agrees that no person shall on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by Contractor, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County.

C: LICENSES. Contractor shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to the County within ten days after receipt by Contractor.

D: CONTRACTUAL LIABILITY. The relationship of the Contractor to the County shall be that of an independent Contractor. Nothing herein contained shall be construed as vesting or delegating to the Contractor or any of the officers, employees, personnel, Contractors, or subcontractors of the Contractor any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by contracts with or provides goods or services to the Contractor in connection with the Scope of Services or for debts or claims accruing to such parties. Contractor shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

E: SUBCONTRACTORS. Contractor agrees that the Scope of Services shall be provided by employees of Contractor and not by subcontractors. Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of County's representative, or contracts or leases for materials, supplies, facilities and other support services for Contractor's Scope of Services.

F: NON-ASSIGNABILITY. Contractor may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.

G: CONTRACTOR'S REPRESENTATIVES. Within thirty (30) days from the date of execution of this Agreement by both parties, Contractor shall provide the County with a list of representatives authorized to act on behalf of the Contractor.

ARTICLE 8 INDEMNIFICATION

Contractor hereby agrees to indemnify, hold harmless and defend County, its agents, officers and employees from any and all claims, liability, loss or cause of action of any kind or nature arising out of the actions, omissions or negligence in whole or in part of the Contractor, its officials, agents, or employees in the performance of this Agreement. The Contractor shall pay all valid claims, losses, and judgments of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may result there from. County reserves the right to defend itself with its own counsel or retained counsel at Contractor's expense, unless County is found negligent or otherwise responsible for the occasion of the litigation.

ARTICLE 9 INSURANCE

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type represented by the Certificates of Insurance attached hereto as Attachment D. Upon due notice from County, Contractor shall procure additional insurance as may reasonably be requested by the County to protect the County from liability.

Until such time as the insurance is no longer required, the Contractor shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Contractor shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage. Further, Manatee County will be provided with copies of all underlying additional insured endorsements. County shall be under no obligation to pay Contractor for any services provided or for any costs associated with Contractor's Scope of Services for any period of time not covered by the insured required under this Agreement.

ARTICLE 10 COUNTY'S CONTRACT ADMINISTRATOR

Manatee County Utility Operations Department, Director or such other employee as may be designated in writing by the County's Purchasing Manager shall serve as County's Contract Administrator and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Contractor's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the Contract Administrator shall be referred to the Purchasing Manager or his designee.

ARTICLE 11 AMENDMENTS

This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed by the governing bodies of both parties.

ARTICLE 12 SEVERABILITY

In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

ARTICLE 13 HEADINGS

All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

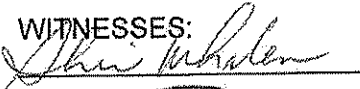
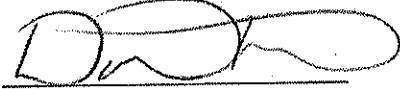
ARTICLE 14 AUTHORITY TO EXECUTE

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

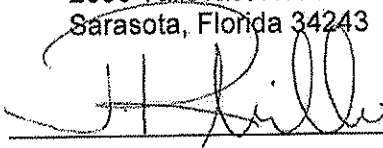
ODOR AND CORROSION CONTROL SERVICES
RFP #11-1065FL

Siemens Industry, Inc.
2650 Tallevast Road
Sarasota, Florida 34243

WITNESSES:

By:

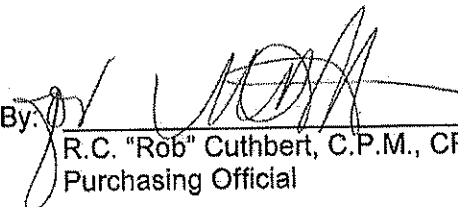


JENNIFER R. MILLER, V.P & GEN. MGR.
Print name & title of above signer

COUNTY OF MANATEE, FLORIDA

Authority to execute this contract per Manatee County Code, Chapter 2-26, and per the delegation by the County Administrator effective 1/26/2009/ revised 8/10/09.

By:


R.C. "Rob" Cuthbert, C.P.M., CPPO
Purchasing Official

ATTACHMENT "B": PAYMENTS

A. CHEMICAL/BIOLOGICAL PRODUCTS

TABLE A1

ITEM #	DESCRIPTION	PRICE
1	Bioxide	\$2.14/gallon
2	Bioxide Plus 71	\$3.15/gallon
3	Bioxide AE	\$2.47/gallon
4	Odophos	\$0.67/gallon
5	Odophos Plus	\$1.27/gallon
6	Ferric Sulfate (9%)	\$1.30/gallon
7	PRI-SC Odophos	\$0.77/gallon
8	PRI-SC Odophos Plus	\$1.50/gallon
9	PRI-SC Ferric Sulfate (9%)	\$1.54/gallon
10	50% Hydrogen Peroxide	\$0.390/lb
11	PRI-SC Peroxide	\$0.455/lb
12	VX-456 (Bulk Tanker)	\$1.12/lb
13	VX-456 (Tote)	\$1.40/lb
14	Aktivox (Bulk Tanker)	\$0.83/lb
15	Aktivox (Tote)	\$1.12/lb
16	Textone L	\$0.77/lb
17	Endimal 1500	\$1.49/lb
18	AQuit	\$15.00/lb
19	Alk AQuit 25	\$1.31/gallon
20	AE Plus 25	\$1.31/gallon
21	Sodium Hydroxide 25%	\$2.16/gallon
22	Sodium Hydroxide 50%	\$4.75/gallon
23	Sodium Hypochlorite	\$2.10/gallon

All product prices within this section include delivery, application equipment, ongoing maintenance, technical evaluation/support service, and technology licenses.

B. EQUIPMENT

The following table represents monthly cost for new installations installed in Manatee County after October 1, 2011. All fees assume a minimum of 36 months for new sites.

Siemens will work with Manatee County on providing the most cost-effective solutions for odor and corrosion issues. The County will be charged the following rates based on air flow and H₂S levels on sites with relatively stable hydrogen sulfide loading and typically low organic loads. This table represents Siemens primary vapor phase technology choices.

Siemens Primary Vapor-Phase Technologies Monthly Costs

TABLE B1

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H ₂ S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$125.00	\$300.00	NA	NA
2	0-75	\$506.00	\$693.00	NA	NA
3	0-140	\$880.00	\$1,290.00	\$1,425.00	\$1,980.00
4	0-280	\$980.00	\$1,425.00	\$1,980.00	\$2,900.00
5	0-600	\$1,500.00	\$1,980.00	\$2,900.00	\$3,275.00
6	0-850	\$2,200.00	\$2,900.00	\$3,100.00	\$3,750.00
7	0-1150	\$2,600.00	\$3,100.00	\$3,275.00	\$4,250.00
8	0-1500	\$2,850.00	\$3,275.00	\$3,750.00	\$4,700.00
9	0-2000	\$3,050.00	\$3,750.00	\$4,250.00	\$5,050.00
10	0-3000	\$3,500.00	\$4,250.00	\$4,700.00	\$7,500.00
11	0-4000	\$3,975.00	\$4,700.00	\$5,050.00	\$10,500.00
12	0-5000	\$4,350.00	\$5,050.00	\$7,500.00	\$11,500.00
13	0-8000	\$6,800.00	\$7,500.00	\$10,500.00	\$13,960.00
14	0-12000	\$9,850.00	\$10,500.00	\$11,500.00	\$21,000.00
15	0-15000	\$10,800.00	\$11,500.00	\$13,960.00	NA
16	0-18000	\$12,980.00	\$13,960.00	\$21,000.00	NA

Notes:

1. A mobilization fee of 2 times the monthly rental fee shall apply for all units. A de-mobilization fee of 2 times the monthly rental fee shall apply for all units removed prior to 36 months.
2. If a chemical scrubber is required all applicable sodium hydroxide and bleach shall be charged in addition to the above

The following table represents monthly cost for existing installations installed in Manatee County prior to October 1, 2011. All fees assume a minimum of 24 months for existing sites.

TABLE B2

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H ₂ S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$100.00	\$250.00	NA	NA
2	0-75	\$460.00	\$630.00	NA	NA
3	0-140	\$792.00	\$1,161.00	\$1,282.50	\$1,782.00
4	0-280	\$882.00	\$1,282.50	\$1,782.00	\$2,610.00
5	0-600	\$1,350.00	\$1,782.00	\$2,610.00	\$2,947.50
6	0-850	\$1,980.00	\$2,610.00	\$2,790.00	\$3,375.00
7	0-1150	\$2,340.00	\$2,790.00	\$2,947.50	\$3,825.00
8	0-1500	\$2,565.00	\$2,947.50	\$3,375.00	\$4,230.00
9	0-2000	\$2,745.00	\$3,375.00	\$3,825.00	\$4,545.00
10	0-3000	\$3,150.00	\$3,825.00	\$4,230.00	\$6,750.00
11	0-4000	\$3,577.50	\$4,230.00	\$4,545.00	\$9,450.00
12	0-5000	\$3,915.00	\$4,545.00	\$6,750.00	\$10,350.00
13	0-8000	\$6,120.00	\$6,750.00	\$9,450.00	\$12,564.00
14	0-12000	\$8,865.00	\$9,450.00	\$10,350.00	\$18,900.00
15	0-15000	\$9,720.00	\$10,350.00	\$12,564.00	NA
16	0-18000	\$11,682.00	\$12,564.00	\$18,900.00	NA

1. If a chemical scrubber is in place all applicable sodium hydroxide and bleach shall be charged in addition to the above.

C. PROFESSIONAL SERVICES & OTHER PRODUCTS.

The following services are offered in conjunction with odor control projects that do not include provision of technologies or services from Siemens that are found elsewhere in this contract:

Fully Automated Odor Control Products

<u>Product Description</u>	<u>Proposed</u>
1 H ₂ S Monitor	\$345/mo.
2. Advanced Dosing Controller & Monitor	\$420/mo

Monthly fee includes Internet access to data. County shall be responsible for any necessary site improvements, utilities, and security required for the application of the products and services listed herein.

Professional Services:

<u>Service Description</u>	<u>Fee</u>
1. Engineer or Chemist	\$150.00/hr.
2. Technician	\$100.00/hr.
3. Professional Engineer (P.E.)	\$175.00/hr.

ATTACHMENT "C"
SPECIAL CONDITIONS

1. This Agreement may be amended for four (4) additional periods, each of one (1) year.
 2. Compensation payable to Contractor for services rendered and expenditures incurred in providing the services identified in Attachment "A" and Payments Identified in Attachment "B".
 3. Compensation to Contractor shall be computed based on actual tasks completed and accepted.
 4. Total compensation for the services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits, operating margin and subcontractor costs.
 5. Contractor shall provide County with invoices not more frequently than once a month for each calendar month in which services are provided.
-
6. Contractor's invoice shall be in a form acceptable to County, provide specific details with respect to actual service units and/or hours of work incurred and include other such detail as may reasonably be requested by County.
 7. Any penalty for delay in payment shall be in accordance with the Florida Prompt Payment Act (Section 218.70, et seq., Florida Statutes).
 8. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the County at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the County upon request. Records of costs incurred include the Contractor's general accounting records and the project records, together with supporting documents and records of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the County for a proper audit of costs.
 9. County shall give Contractor prompt notice of any dispute with respect to Contractor's invoice and shall, within the time established above, remit payment for the undisputed amount to the Contractor.
 10. The County shall remit payment for each invoice within forty-five (45) days after the receipt of an acceptable invoice. County shall give Contractor prompt notice of any dispute with respect to Contractor's invoice and shall, within the time established above, remit payment for the undisputed amount to the Contractor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/19/2011

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 MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454 100129-SWT--11/12 4760 WHALE	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS:	FAX (A/C. No):
	INSURER(S) AFFORDING COVERAGE	
INSURED SIEMENS INDUSTRY, INC. WATER TECHNOLOGIES BUSINESS UNIT 181 THORN HILL ROAD WARRENDALE, PA 15086	INSURER A: HDI-Gerling America Insurance Company	NAIC # 41343
	INSURER B: Liberty Mutual Fire Ins Co	23035
	INSURER C: Liberty Insurance Corporation	42404
	INSURER D: N/A	N/A
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** NYC-005682246-15 **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	ADJL SUBR INSR LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.		GLD11101-03	10/01/2011	10/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 7,500,000 PRODUCTS - COM/PO/ AGG \$ INCL. \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS		AS2-631-004334-121	10/01/2011	10/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WA7-63D-004334-011 (AOS) WC7-631-004334-021 (OR, WI) EW5-63N-004334-421 (OH) *\$500K LIMIT / \$500K SIR*	10/01/2011 10/01/2011 10/01/2011	10/01/2012 10/01/2012 10/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: ODOR & CORROSION CONTROL SERVICES
 MANATEE COUNTY and CONSUMER PRODUCTS ARE HEREBY ADDITIONAL INSURED AS OBLIGATED UNDER CONTRACT.

CERTIFICATE HOLDER

MANATEE COUNTY
 ATTN: FRANK LAMBERTSON
 1112 MANATEE AVE. WEST, SUITE 603
 BRADENTON, FL 34205

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
 of Marsh USA Inc.
 Manashi Mukherjee

Manashi Mukherjee

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/05/2011

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PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454	CONTACT NAME: PHONE (A/C No. Ext): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
100129-SWT-P-CPL-11/12 SWT ERICKS	INSURER A: Greenwich Insurance Company	NAIC # 22322
INSURED SIEMENS INDUSTRY, INC. WATER TECHNOLOGIES BUSINESS UNIT 181 THORN HILL ROAD WARRENDALE, PA 15086	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** NYC-005048788-15 **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	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMPROP AGG	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A				<input type="checkbox"/> IAC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	CONTRACTORS ENVIRONMENTAL PROTECTION		PEC002125205	10/01/2011	10/01/2012	EACH CLAIM / AGG	10,000,000
						SIR	250,000

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

CERTIFICATE HOLDER

MANATEE COUNTY GOVERNMENT
 202 6TH AVENUE EAST
 BRADENTON, FL 34208

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
 of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2011

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 MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454	CONTACT NAME: _____	
	PHONE (A/C, No. Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Greenwich Insurance Company	22322	
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

COVERAGES **CERTIFICATE NUMBER:** NYC-006296732-01 **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	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC					PRODUCTS - COM/OP AGG	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE	\$
	DED RETENTIONS					AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	POLLUTION & REMEDIATION LEGAL LIABILITY		PEC001942604	10/01/2011	10/01/2014	EACH CLAIM / AGG	10,000,000
						SIR	250,000

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

CERTIFICATE HOLDER

MANATEE COUNTY GOVERNMENT
202 6TH AVENUE EAST
BRADENTON, FL 34208

CANCELLATION

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AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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