

**CITY OF MARATHON, FLORIDA
RESOLUTION 2014-159**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, RATIFYING AN AGREEMENT BETWEEN THE CITY OF MARATHON AND GENERAL ASPHALT CO. ENTERED INTO ON MAY 28, 2014 FOR THE USE OF THE CITY HALL PROPERTY AS A STAGING AREA FOR THE FDOT US 1 RESURFACING PROJECT AND PURCHASING 4,500 CUBIC YARDS OF FILL MATERIAL SUITABLE AS STRUCTURAL FILL FOR \$43,000.00; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; PROVIDING FOR A NUNC PRO TUNC EFFECT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, at its April 29, 2014 meeting, the City Council of the City of Marathon (the “City”) authorized the City Manager to negotiate a contract with General Asphalt Co. for the use of the City Hall property as a staging area for General Asphalt Co.’s FDOT US 1 roadway construction project, in exchange for providing structural fill for use by the City in its City Hall construction.

WHEREAS, on May 28, 2014, the City entered into an agreement with General Asphalt Co., permitting use of the staging area in exchange for structural fill at the discounted rate of \$9.67 per cubic yards or \$174.00 a truck load (the “Agreement”).

WHEREAS, the City Commission has determined that it is in the best interest of the City to approve and ratify the terms of the May 28, 2014 Agreement, attached hereto as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

- Section 1.** The above recitals are true and correct and incorporated herein.
- Section 2.** The Agreement between General Asphalt Co. and the City of Marathon, Florida (the “Agreement”), attached hereto as Exhibit “A”, is hereby approved and ratified.
- Section 3.** The City Manager is hereby authorized to take all action necessary to implement this Resolution and the Agreement, including the authority to expend budgeted funds on behalf of the City.
- Section 4.** Nunc pro tunc effect: This resolution shall relate back to May 28, 2014.
- Section 5.** This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 16th DAY OF DECEMBER, 2014.


THE CITY OF MARATHON, FLORIDA



Mayor Chris Bull

AYES: Keating, Kelly, Senmartin, Zieg, Bull
NOES: None
ABSENT: None
ABSTAIN: None

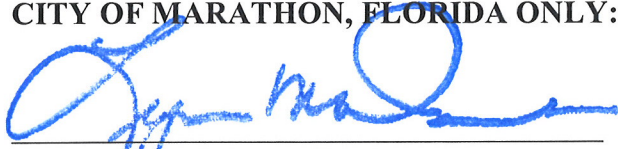
ATTEST:



Diane Clavier
City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



Lynn M. Dannheisser, City Attorney

AGREEMENT BETWEEN
THE CITY OF MARATHON
AND

THIS AGREEMENT ("Agreement") is made between the City of Marathon, Florida, ("City") a Florida municipal corporation whose address and principal place of business is 9805 Overseas Highway, Marathon, Florida 33050, (hereinafter the "City") and General Asphalt Co. a Florida corporation whose address and principal place of business is: 4850 NW 72nd Ave. Miami, FL 33166, (hereinafter the "Contractor"), and

WHEREAS, the City desires to engage the Contractor to provide services as specified below (the "Work").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the City agree as follows.

1. Scope of Services/Deliverables.

The Contractor shall be allowed to use the north area of the City Hall property as a staging area ("Staging Area") for the placement of fill material (e.g., rock, gravel, sand) to be used in connection with the FDOT US 1 project within the City Limits of Marathon. The limits of the Staging Area are depicted on Exhibit B. Also, the Contractor shall provide the City with a minimum of 4,500 cubic yards of structural fill, which shall be delivered in 250 truckloads and completed no later than the date on which Work shall be completed under this Agreement. A detailed description of the scope of Work and requirements under this Agreement are set forth in Exhibit A

2. Term/Commencement Date and Liquidated Damages.

- (a) Work shall be completed by December 15, 2014. The City Manager may extend the term of this Agreement up to an additional forty five (45) days at his sole discretion based upon the recommendation of the City's Director of Public Works.
- (b) Contractor agrees that time is of the essence and Contractor shall complete each deliverable for the Work within the timeframes set forth in Exhibit "A," unless extended by the City Manager. The City shall issue a written notice identifying the date the Work is deemed fully complete which shall be the Final Completion date.
- (c) Should the Substantial Completion and/or Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set above because of lack of performance by the Contractor, it is understood and agreed, the Contractor shall be liable to the City for all actual additional costs and/or losses incurred by the City including, but not limited to, completion contractor expenses, lost/unrealized revenue, financing costs,

professional services, attorney fees, and/or additional City staffing that incurred because the Work was not substantially completed on time and/or fully completed on time.

- (d) Monies due to the City for actual damages shall be deducted from any monies due the Contractor, or if no money is due or the amount due is insufficient to cover the amount charged, the Contractor shall be liable for said amount.

3. Compensation and Payment.

- (a) The City shall pay the Contractor a total of \$43,000.00 for 4,500 cubic yards of structural fill material. The City may request additional structural fill material at the established price of \$174.00 per truckload.
- (b) The Contractor shall invoice the City upon completion of the delivery of 4,500 cubic yards of structural fill material as required under this Agreement. The delivery of each truck load shall be verified by load tickets provided upon the delivery of each load. All invoices shall provide a detailed statement and shall match the record of tickets received by the City.
- (c) Unless the material is generated or owned by the contractor, application for payment shall include final lien/bond releases from all subcontractors and suppliers and a sworn statement by Contractor that payments received from City for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and suppliers. If payment has been withheld from a subcontractor and/or supplier the sworn statement shall state the reasons for the nonpayment. If any subcontractor or supplier fails to furnish a sub-tier release, Contractor shall provide the City with a sworn written explanation for why the subcontractor or supplier has not been paid. The City may require the Contractor to provide security to ensure all disputed and/or undisputed amounts owed are paid; or withhold the disputed and/or undisputed amounts owed from the final payment until such time as the final releases and consents of surety for each subcontractor and supplier.
- (d) The City shall pay Contractor in accordance with the Florida Prompt Payment Act. When the Contractor believes the Work is substantially complete, the Contractor shall notify the City and within 15 calendar days the parties shall create and review a single draft punch list of items to be completed in order for the Work to be fully complete. The City shall review the draft punch list and within 5 days of being provided with the draft punch list, the City shall provide the Contractor with the Final Punch list of work to be completed for the Work to be deemed fully complete.
- (e) If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Contractor the undisputed portion of the invoice. Upon written request of the Finance Director,

the Contractor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. Subcontractors.

- (a) The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Work.
- (b) Any subcontractors used on the Work must have the prior written approval of the City Manager and be properly registered and insured in the same amounts as the Contractor.

5. City's Responsibilities.

- (a) Upon request, if available, the City shall furnish maps, plans, studies, reports and other information regarding anticipated field conditions readily available and in the City's possession.
- (b) The City shall arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to inspect the site and perform the Work as may be requested in writing by the Contractor.

6. Contractor's Responsibilities.

- (a) Contractor shall exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement it is determined that the Contractor's deliverables are incorrect, defective or fail to conform to the Scope of Work or perform as intended, upon written notification from the City Manager, the Contractor shall at Contractor's sole expense, immediately correct the Work.
- (b) Contractor and its subcontractors shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall develop and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent public and private property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be immediately remedied by Contractor. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and the City has made final payment to Contractor.

- (c) On a daily basis during the course of the Work, Contractor shall maintain the site free of debris and dust so as to minimize any inconvenience to surrounding properties. Upon completion of the Work, Contractor shall remove all apparatus, debris, equipment, materials, and tools created or used to construct the Work, and except for the Work or as otherwise directed by the City return the site in the same condition as at the beginning of the Work.
- (d) If the Work will create any obstructions, road closures or traffic impacts, Contractor shall provide the City and surrounding property owners with no less than seventy-two (72) hours prior notice of the anticipated or planned obstructions, road closures or traffic impacts.

7. Termination.

- (a) The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Contractor, or immediately with cause.
- (b) Unless directed otherwise in writing by the City Manager, upon receipt of the City's written notice of intent to terminate or notice of actual termination, Contractor shall stop the Work.
- (c) In the event of termination by the City, compensation to the Contractor and the City shall be as follows:

Contractor: Contractor shall be paid for structural fill material delivered to the Staging Area at a rate of \$174.00 per truckload, however, if the value of fill delivered and left on the property at the time of termination is less than the value established by a rate of 42,200 per month for use of the property up to the time of termination, the Contractor shall compensate the City for the difference..

City: If no structural fill material is delivered or left in the Staging Area at the time the contract is terminated, the Contractor shall pay the City for the time he used the Staging Area at a rate of \$2,500.00 per month.

8. Remedy

In the event the Contractor completes use of the Staging Area as needed for the FDOT US 1 project within the city Limits of Marathon, but fails to provide the structural fill material as required under this Agreement, then the Contractor shall pay \$43,000 to the City as payment for the use of the Staging Area.

9. Insurance.

The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit C. The underwriter of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. If requested by the City Manager, the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. : The Contractor will add the City as an additional named insured on all insurance policies applicable to the Work under this Agreement. Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Certificates of Insurance shall include the City as additional named insured. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

10. Nondiscrimination.

- (a) During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Agreement Documents.

The Agreement Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Agreement as though physically attached as a part thereof:

Agreement
Exhibits to the Agreement

CONTRACTOR AGREES THAT THERE IS NO IMPLIED OR EXPRESS WARRANTY OF CONSTRUCTABILITY WITH REGARD TO THE WORK OR DESIGN ENCOMPASSED BY THE AGREEMENT DOCUMENTS.

12. Attorneys' Fees and Waiver of Jury Trial.

- (a) If either the City or Contractor is required to enforce the terms of the Agreement by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.
- (b) In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Indemnification.

- (a) General Indemnity. Contractor shall indemnify and hold harmless the City, its officers, and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, including, but not limited to, fees and charges of engineers, architects, attorney's, consultants and other professionals and trial and appellate court and arbitration costs arising out of or resulting from the performance of the Work, excluding claims arising from the sole negligence of City. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from (i) any and all bodily injuries, sickness, death, disease; (ii) injury to or destruction of real property or tangible personal property, be it publicly or privately owned, including the loss of use resulting there from; (iii) other such damages, liabilities or losses received or sustained by any person or persons during or on account of any operations connected with the construction of the Work including the warranty period; (iv) the use of any improper materials; (v) any construction defect including patent defects; (vi) any act or omission of Contractor or his Subcontractors, agents, servants or employees; (vii) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, his Subcontractors, agents, servants or employees; (viii) the breach or alleged breach by Contractor of any term of this Agreement, including the breach or alleged breach of any warranty or guarantee.
- (b) Defense. In the event that any claims are brought or actions are filed against the City that are encompassed by the Contractor's duty to indemnify as stated in this Agreement, the Contractor agrees to defend against all claims and actions brought against the City regardless of whether such claims or actions are rightfully or wrongfully brought or filed. City reserves the right to select its own legal counsel to conduct any defense in any such proceedings and all costs and fees associated therewith including any costs or fees of an appeal shall be the responsibility of Contractor.
- (c) Specific Indemnity. Contractor shall indemnify and hold harmless the City for liability for damages to persons or property caused in whole or in part by any act, omission, or default of the City, its officers, directors, agents, or employees arising from the Agreement or its performance. Such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the City or its officers, directors, agents or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractors, subcontractors, sub-subcontractors, material men, or agents of any tier or their respective employees. The extent of the indemnification shall be limited to \$5,000,000 which the parties agree bears a reasonable commercial relationship to the contract. The monetary limitation on the extent of the indemnification provided to the City shall not be less than \$1 million per occurrence.

- (d) Payment of Losses. Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of City, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of City when applicable.
- (e) Contractor's indemnification shall not be limited to the amount of comprehensive general liability insurance which Contractor is required to obtain under the Agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Section 768.28 *Florida Statutes*, as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this Section and its subparts.
- (f) The provisions of this section shall survive termination of this Agreement.

14. Notices/Authorized Representatives.

- (a) Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Mike Puto, Interim City Manager
City of Marathon, Florida
9805 Overseas Highway
Marathon, Florida 33050

With a Copy to: Lynn Dannheisser
City Attorney
GrayRobinson, P.A.
1221 Brickell Ave., Suite 1600
Miami, FL 33131

For The Contractor: Rob Lopez, Vice President
General Asphalt Company
4850 NW 72 Ave.
Miami, FL 33166

15. Governing Law.

- (a) This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Middle Keys Division of the Circuit Court or the Federal Southern District of Florida.

16. Entire Agreement/Modification/Amendment.

- (a) This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- (b) No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document. This Agreement may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof via a written Change Order

17. Ownership and Access to Records and Audits.

- (a) All records, books, documents, maps, data, deliverables, papers, and financial information (the "Records") that result from the Contractor providing services to the City under this Agreement shall be the property of the City. The Records shall be properly indexed and labeled.
- (b) The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Contractor involving transactions related to this Agreement.
- (c) The City may terminate this Agreement for refusal by the Contractor to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

18. Nonassignability.

- (a) This Agreement shall not be assignable by Contractor unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Contractor, and such firm's familiarity with the City's area, circumstances, and desires.

19. Severability.

- (a) If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

20. Independent Contractor.

- (a) The Contractor and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all

of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

21. Compliance with Laws.

- (a) The Contractor shall ensure that it, and all its subcontractors (at all tiers), comply with all federal, state and local applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Work.

22. Waiver.

- (a) The failure of the City to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

23. Survival of Provisions.

- (a) Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

24. Prohibition of Contingency Fees.

- (a) 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 Agreement, and that it has not paid or agreed to pay any person(s), 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 Agreement.

25. Counterparts.

- (a) This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

26. Authorization to Sign Agreement.

- (a) The execution and delivery of this Agreement by Contractor is within Contractor's capacity and all requisite action has been taken to make this Agreement valid and binding on Contractor in accordance with its terms.

27. Non-Exclusive Agreement.

- (a) The services to be provided by the Contractor pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude the City from engaging other firms to perform the same or similar services for the benefit of the City as determined in its sole and absolute discretion.

28. Continuing the Work.

- (a) Unless directed otherwise in writing by the City Manager, Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with City.

29. THIS SECTION LEFT BLANK

30. Compensation for Delay.

- (a) NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS, DISRUPTION, INTERFERENCE, OR HINDRANCE (collectively "Delay"). Notwithstanding anything to the contrary contained in the Agreement Documents, the Contractor shall not be entitled to additional compensation for any Delay unless the Delay shall have been caused by acts constituting willful or intentional interference by the City with the Contractor's performance of the Work, and then only where such acts continue after Contractor's written notice to the City of such interference.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature. The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same; and by Contractor by and through its President, who has been duly authorized to execute same.

ATTEST:

CITY OF MARATHON

Diane Clavier
Diane Clavier, City Clerk

By: Michael Puto
Mike Puto, City Manager

Date: 5/28/2014

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

[Signature]

City Attorney



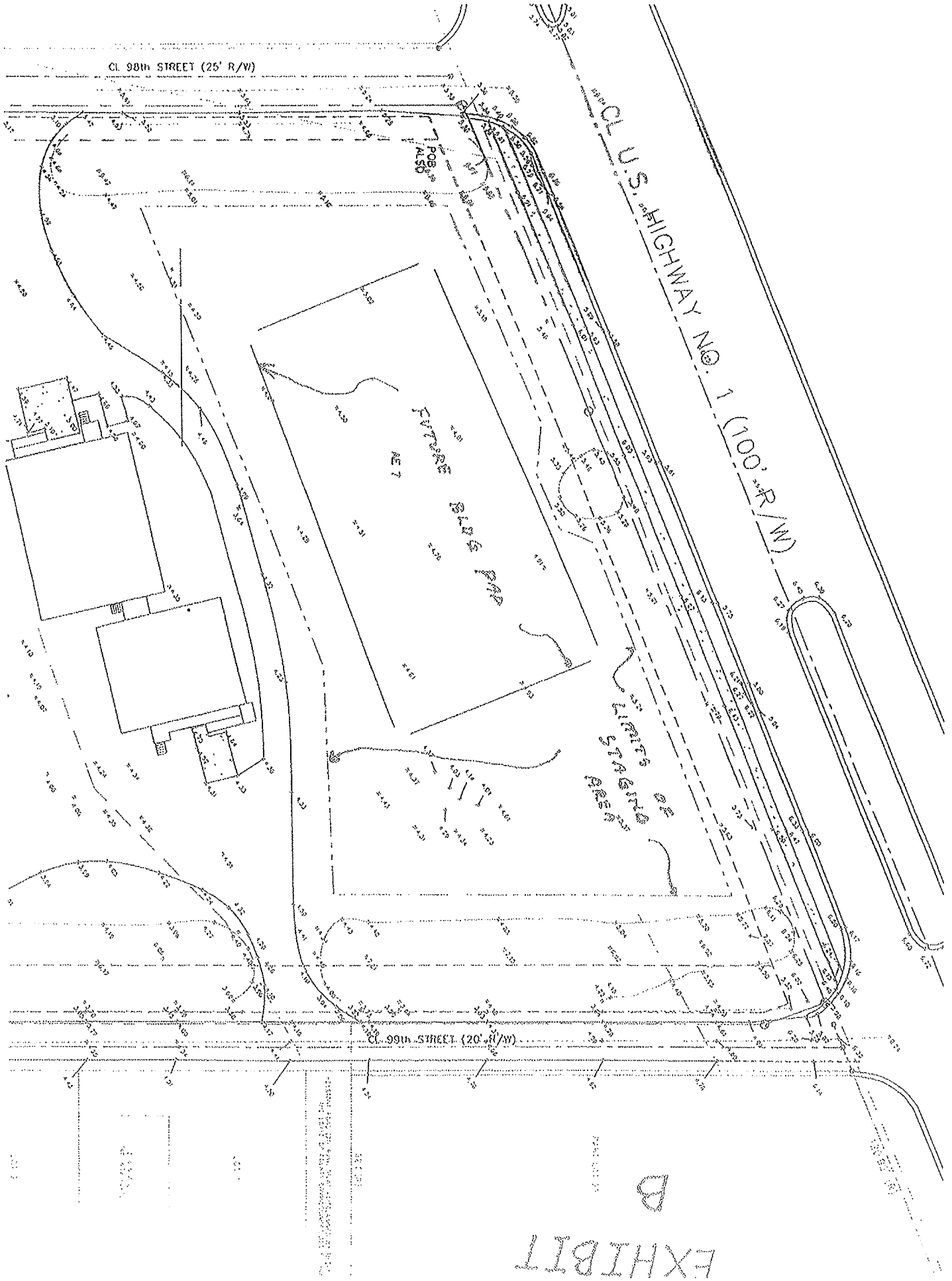
CONTRACTOR
GENERAL ASPHALT Co., Inc

By: [Signature]
ROBERT LOPEZ, President

Date: 5/21/14

EXHIBIT "A"
SCOPE OF WORK

1. The Contractor shall be allowed to use the Staging Area, as depicted on Exhibit B, for the temporary placement of fill material to be used in connection with the FDOT US 1 milling and overlay project within the City limits.
2. The Contractor shall also deliver 4,500 cubic yards of structural fill material to the Staging Area for to the City to use in connection with the construction of the new City Hall facility. The structural fill material shall be delivered in 250 truckloads of fill, with each truck carrying 18 cubic yards of fill for a total of 4,500 cubic yards of fill. The cost of per truck load is \$174.00 for a total of \$43,000.00. The City may request an additional truckloads at the established priced if requested during the delivery period.
3. The structural fill material shall be suitable for structural fill free of organic material, rubble, cinders, debris, clay, and other unsuitable material.
4. The Contractor shall be allowed to use the Staging Area in connection with the FDOT US 1 project up and including December 15, 2014. If for unforeseen reasons the FDOT project is delayed and additional time be needed, the City may grant a 45 day extension upon written request by the Contractor to the City Manager.
5. The Contractor's hours of operation within the Staging Area shall be from 7:00 AM to 7:00 PM, Monday through Friday.
6. The maximum height of fill material stored within the Staging Area shall not exceed 15 feet.
7. The Contractor shall keep the Staging Area free and clear of all trash and litter.
8. The Contractor's employees and subcontractors shall behave in a professional manner and refrain from any obscene language or behavior while on the City's property.
9. Construction access to the Staging Area shall be from 99th Street only.
10. Contractor shall carry insurance as indicated in the attached Exhibit C, and shall provide a certificate of insurance naming the City as an additional insured party.
11. Contractor shall install a silt fence along the US 1 property line and insure that sediment runoff is contained within the Staging Area.
12. The Contractor shall have a water truck available and use as required to control dust within the Staging Area.



B
EXHIBIT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/6/2013

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 Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	CONTACT NAME:	PHONE (A/C, No., Ext): (305) 822-7800	FAX (A/C, No.): (305) 362-2443
	E-MAIL ADDRESS:		
INSURED General Asphalt Company Inc. P O Box 522306 Miami, FL 33166	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Indemnity Co. of America		25666
	INSURER B: Charter Oak Fire Ins Co		25615
	INSURER C: Travelers Property & Casualty Co. of America		25674
	INSURER D: Bridgefield Employers Ins Co		10701
	INSURER E: Phoenix Insurance Co		25623
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

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	ADDSUBR INSR LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CO8063M466TIA14	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Blkt Addl Insured					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Blkt Waiver					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/PROP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
B	AUTOMOBILE LIABILITY		DT8108063M466COF14	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	CUP8063M466TIL14	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		83052092	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Equipment Floater		QT6608720M378PHX14	1/1/2014	1/1/2015	Schedule Equip 5,850,000
E	Equipment Floater		QT6608720M378PHX14	1/1/2014	1/1/2015	Leased/Rented 500,000

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

PROJECT: STAGING AREA FOR EQUIPMENT AND MATERIALS DURING FDOT PROJECT T6314 IN THE CITY OF MARATHON.
CITY OF MARATHON IS ADDED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

CANCELLATION

CITY OF MARATHON
9805 OVERSEAS HIGHWAY
MARATHON, FLORIDA 33050
ATTN: CITY MANAGER

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

EXHIBIT "C"
Insurance Requirements

COVERAGE	LIMITS OF LIABILITY	DESCRIPTION
<p>Commercial General Liability*</p>	<p>Bodily Injury, Including</p> <p>Wrongful Death:</p> <ul style="list-style-type: none"> ◦ \$2,000,000 per occurrence <p>Property Damage:</p> <ul style="list-style-type: none"> ◦ \$2,000,000 per occurrence 	<p>To protect the selected firm(s)/individual(s) and City from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage arising from such operations by the selected firm(s) or by anyone directly employed by or contracting with the selected firm(s).</p> <p><i>Insurance certificate shall indicate "per occurrence."</i></p>
<p>Commercial Automobile Liability Insurance*</p>	<p>Bodily Injury, Including</p> <p>Wrongful Death:</p> <ul style="list-style-type: none"> ◦ \$500,000 per occurrence <p>Property Damage:</p> <ul style="list-style-type: none"> ◦ \$500,000 per occurrence 	<p>To protect the selected firm(s)/individual(s) and City, as an additional named insured, from claims for damages for bodily injury, including death as well as</p>

		<p>from claims for property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles whether such operations be by the selected firm(s)/individual(s) or by anyone directly or indirectly employed by the selected firm(s)/individual(s).</p>
Workers' Compensation and Employers' Liability	Statutory	