

AGREEMENT
between
THE CITY OF COCONUT CREEK
and
R.P. UTILITY & EXCAVATION CORP.
for
COPANS ROAD WASTEWATER TRANSMISSION SYSTEM PROJECT
BID NO. 09-12-19-11

THIS AGREEMENT is made and entered into this _____ day of _____, 2019, 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 R.P. Utility & Excavation Corp., a Florida corporation with principal offices located at 17680 NW 78 Avenue, Suite 101, Hialeah, FL 33015 (the "Contractor") to perform the Copans Road Wastewater Transmission System Project as specified in Bid No. 09-12-19-11.

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

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract (General, Supplementary and other Conditions), drawings, specifications of Bid No. 09-12-19-11, all addenda issued prior to, and all modifications issued after execution of this Agreement. 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 Contractor shall perform all work for the City required by the contract documents and Bid No. 09-12-19-11, as set forth below:

- a) Contractor shall furnish all labor, materials, and equipment necessary as indicated in the specifications, as outlined in the Contract Documents (list exhibits/attachments here).
- b) Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- c) Contractor 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) Contractor 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 Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Insurance

- a) Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor shall be responsible for all actions of his subcontractors and shall ensure that all subcontractors comply with the above guidelines, retaining necessary insurance in force, where required, throughout the term of this agreement.
- b) Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Time of Commencement

The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten calendar (10) days after the date that Contractor receives the City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. Project substantial completion shall be within two hundred seventy (270) days from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. Final completion shall be thirty (30) calendar days from date of substantial completion totaling, three hundred (300) calendar days. For the purposes of this Agreement, completion shall mean the issuance of final payment.

During the pre-construction portion of the work, the parties agree to work diligently and in good faith in performing their obligations so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties and such delays are the result of force majeure or are otherwise outside of the control of either party, then the parties shall agree on an equitable extension of the time for substantial completion and any resulting increase in general condition costs.

5) Contract Sum

The City shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of TWO MILLION FOUR HUNDRED NINETY NINE THOUSAND NINE HUNDRED NINETY EIGHT Dollars and ZERO cents (\$2,499,998.00).

6) Payments

Payments will be made in accordance with contract documents and Bid No. 09-12-19-11. Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of ten percent (10%) will be deducted from the monthly payment. The City may, at its sole discretion, reduce the retainage to five percent (5%) after successful completion of fifty percent (50%) of work. Retainage monies will be released upon satisfactory completion and final inspection of the project.

7) City's Contingency Allowance

City reserves the right to utilize a fifteen (15) percent contingency allowance for unforeseen conditions, City-directed modifications and approved increases to Contractor's scope of work. The percentage shall be based upon the aforementioned Contract Sum. Payment under this allowance shall only be made for contingency change orders approved in writing by the City. Payment under this allowance shall be limited to the actual cost plus 5% profit for sub-contractor and 5% profit for General Contractor.

8) Remedies

Damages

The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

Correction of Work

If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

9) Waiver of Liens

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.

10) Warranties

Warranty of Title

Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

Warranty of Specifications

Contractor warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

Warranty of Merchantability

Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.

11) Indemnification

The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination or expiration of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

12) Anti-Discrimination

That Contractor shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) Contractor, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression or veteran or service member status.

13) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments,

Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

14) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City nor shall the Contractor assign any monies due or to become due to him or her, without the previous written consent of the Contract Administrator.

15) 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.

CONTRACTOR

Javier Garzon, Vice President
R.P. Utility & Excavation Corp.
17680 NW 78 Ave.
Hialeah, FL 33015
Office: (786) 577-6666
Fax: (786) 391-0217
Email: jgarzon@rpucorp.com or
Luis Garzon lgarzon@rpucorp.com

16) 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 without any penalty due to lack of funding.

17) Waiver of Jury Trial

Contractor and the City each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based on this Agreement, or arising out of, under or in connection with this Agreement and/or the products or services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

18) 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.

19) Signatory Authority

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

20) 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.

21) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor 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 Contractor and the City.

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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 R.P. Utility & Excavation Corp., signing by and through its Vice President, Javier Garzon, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Karen M. Brooks, City Manager Date

Leslie Wallace May Date
City Clerk

Approved as to form and legal sufficiency:


Terrill C. Pyburn, City Attorney Date

[Contractor's Signature to Follow]


R.P. UTILITY & EXCAVATION CORP.

ATTEST:

R.P. Utility & Excavation Corp.
Company Name



(Corporate Secretary)

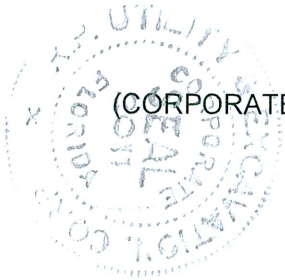


Signature of Vice President

9/17/2019
Date

Javier Garzon
Type/Print Name of Corporate Secy.

Javier Garzon
Type/Print Name of Vice President



(CORPORATE SEAL)

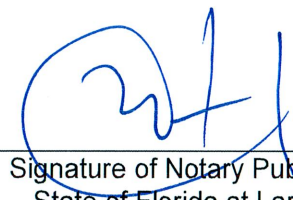
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CORPORATE ACKNOWLEDGEMENT

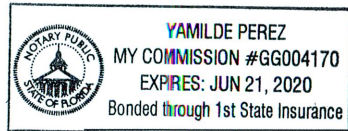
STATE OF FLORIDA:
:SS
COUNTY OF Miami-Dade:

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 _____
Javier Garzon, of R.P. Utility & Excavation Corp. a Florida 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 17th day of September, 2019.



Signature of Notary Public
State of Florida at Large



Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

n/a

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

**CITY OF COCONUT CREEK
COPANS ROAD WASTEWATER TRANSMISSION SYSTEM PROJECT
BID NO. 09-12-19-11**

**BIDDER SHALL SUBMIT PRICES ELECTRONICALLY THROUGH
THE EBID SYSTEM "LINE ITEMS" TAB**

WWW.COCONUTCREEK.NET/PURCHASING

BID SCHEDULE

<u>Base Bid Items</u>	<u>Unit</u>	<u>Quantity</u>	<u>Total Price</u>
Item No.1 Mobilization/General Requirements (5%)	L.S.	1	\$ 125,000.00
Item No.2 Maintenance of Traffic (Temporary Traffic Control Plan)	L.S.	1	\$ 194,998.00
Item No.3 As-Built Record Drawings	L.S.	1	\$ 50,000.00
Item No.4 Restoration	L.S.	1	\$ 50,000.00
Item No.5 Existing Utility Location/Identification	L.S.	1	\$ 5,000.00
Item No.6 Furnish and Install Lining System	L.S.	1	\$ 432,000.00
Item No.7 Furnish and Install Force Main by Horizontal Directional Drill	L.S.	1	\$ 1,138,000.00
Item No.8 Furnish and Install Copans Road Crossing at Lift Station #12	L.S.	1	\$ 50,000.00
Item No.9 Air Release Assemblies	L.S.	1	\$ 100,000.00
Item No.10 Furnish and Install Valves and Boxes	L.S.	1	\$ 250,000.00
Item No.11 Furnish and Install Bypass at Lift Station #12	L.S.	1	\$ 10,000.00
Item No.12 Furnish and Install Tie-In at Sta 70+25 (Turnpike)	L.S.	1	\$ 20,000.00
Item No.13 Furnish and Install Electromagnetic Flow Meter System	L.S.	1	\$ 75,000.00
TOTAL BID			\$ 2,499,998.00

NOTES:

1. All bid prices shall be inclusive of all labor, equipment, material, all incidentals and testing costs including sales tax and all other applicable taxes and fees. Contractor to be responsible for all permit fees except City's.
2. The Bidder agrees to perform all the work described in the Contract Documents for a lump sum amount, or for the quantities listed for the applicable line item on the Bid Schedule.
3. It is the intention of the City to award a contract to the lowest responsible and responsive Bidder based on the total amount of the bid.
4. Any discrepancy between the written and electronic prices, the electronic prices shall prevail.
5. Where the quantities in the Bid Schedule line items vary from the quantities shown on the plans, the quantities in the Bid Schedule shall apply. The City reserves the right to increase/decrease the quantities as needed to serve the intent of the project without any claim for losses by the Contractor.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
R.P. UTILITY & EXCAVATION CORP

Filing Information

Document Number	P11000062856
FEI/EIN Number	45-2742507
Date Filed	07/11/2011
Effective Date	07/11/2011
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/11/2015
Event Effective Date	NONE

Principal Address

17680 NW 78TH AVENUE
SUITE 101
HIALEAH, FL 33015

Changed: 07/11/2016

Mailing Address

17680 NW 78TH AVENUE
SUITE 101
HIALEAH, FL 33015

Changed: 07/11/2016

Registered Agent Name & Address

GARZON, JAVIER
17680 NW 78TH AVENUE
SUITE 101
HIALEAH, FL 33015

Name Changed: 01/22/2019

Address Changed: 01/09/2017

Officer/Director Detail

Name & Address

Title P

PEREZ, RAIDEL
17680 NW 78TH AVENUE
SUITE 101
HIALEAH, FL 33015

Title SECRETARY, VP

GARZON, JAVIER
17680 NW 78TH AVENUE
SUITE 101
HIALEAH, FL 33015

Annual Reports

Report Year	Filed Date
2017	01/09/2017
2018	01/15/2018
2019	01/22/2019

Document Images

01/22/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
01/18/2016 -- ANNUAL REPORT	View image in PDF format
06/11/2015 -- Amendment	View image in PDF format
02/06/2015 -- ANNUAL REPORT	View image in PDF format
02/06/2014 -- ANNUAL REPORT	View image in PDF format
04/08/2013 -- Amendment	View image in PDF format
02/16/2013 -- ANNUAL REPORT	View image in PDF format
02/06/2012 -- ANNUAL REPORT	View image in PDF format
01/20/2012 -- Amendment	View image in PDF format
07/11/2011 -- Domestic Profit	View image in PDF format

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. R.P. Utility & Excavation Corp.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) 17680 NW 78th Ave., Suite 101		Requester's name and address (optional)
	6 City, state, and ZIP code Hialeah, FL 33015		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number											
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4	5		2	7	4	2	5	0	7		

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 9/17/19
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/23/2019

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).

PRODUCER Eastern Insurance Group, Inc. 9570 SW 107 Avenue Suite 104 Miami FL 33176	CONTACT NAME: Amanda Nogues PHONE (A/C, No, Ext): (305) 595-3323 E-MAIL ADDRESS: amanda@easterninsurance.net	FAX (A/C, No): (305) 595-7135
	INSURER(S) AFFORDING COVERAGE	
INSURED RP Utility & Excavation Corp 17680 NW 78 Avenue, Ste 101 Hialeah FL 33015	INSURER A: Travelers Indemnity Company of America	25666
	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C: Bridgefield Employers Insuranc	10701
	INSURER D: Federal Insurance Company	20281
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Master 19-20

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CO-0P990363	07/06/2019	07/06/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Damage to Premises \$ 300,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		BA 2N531700	07/06/2019	07/06/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP 0L875337	07/06/2019	07/06/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	830-54603	06/16/2019	06/16/2020	<input checked="" type="checkbox"/> PER STATUTE <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
D	Rented/Leased Equipment			45468934	10/29/2018	10/29/2019	\$ 250,000

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

Installation of Underground Utilities
 City of Coconut Creek is listed as an additional insured with respect to Auto and General Liability on a primary and non contributory basis as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Coconut Creek 4800 West Copans Road Coconut Creek FL 33063	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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