

AGREEMENT  
between  
BROWARD COUNTY  
and  
BROWARD COLLEGE  
for  
MAINTENANCE OF BUS SHELTERS

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BROWARD COLLEGE  
for  
MAINTENANCE OF BUS SHELTERS

THIS IS AN AGREEMENT made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

BROWARD COLLEGE, a political subdivision of the state of Florida, organized and existing under the laws of the state of Florida, hereinafter referred to as "COLLEGE."

WHEREAS, the parties desire to increase the amenities at bus stops to improve the comfort of the traveling public; and

WHEREAS, COUNTY has determined that it is cost effective for COUNTY to furnish and install bus shelter improvements within the jurisdictional limits of COLLEGE, provided that COLLEGE agrees to maintain the bus shelters upon installation; and

WHEREAS, COLLEGE has expressed its desire to maintain the improvements; and

WHEREAS, it is of mutual benefit to the residents of COUNTY and attendees and visitors of COLLEGE to improve bus stop comfort by providing bus shelters and other amenities, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, COUNTY and COLLEGE agree as follows:

ARTICLE 1  
DEFINITIONS AND IDENTIFICATIONS

- 1.1 **"Agreement"** shall mean this document, Articles 1 through 8, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **"Board"** shall mean the Broward County Board of County Commissioners.
- 1.3 **"Contract Administrator"** shall mean the Broward County Administrator, the Director of the Transportation Department or designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with COLLEGE and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Participation.
- 1.4 **"County Administrator"** shall mean the administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.5 **"County Attorney"** shall mean the chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.6 **"Department"** shall mean the Broward County Transportation Department.
- 1.7 **"Bus Shelter(s)"** shall mean the bus stop shelter pad(s), shelter structure(s), trash receptacle(s) and other amenities commonly associated with shelters.

ARTICLE 2  
SCOPE

COUNTY and COLLEGE shall:

- 2.1 COUNTY shall install or cause to be installed Bus Shelter(s) which are described and located as set forth on Exhibit "A" within the jurisdiction of COLLEGE. The installation of the Bus Shelter(s) shall be at no cost to COLLEGE. The Bus Shelters shall remain the property of COUNTY. COLLEGE shall provide easement(s) in a form acceptable to COUNTY prior to the installation of the Bus Shelter(s), if requested by COUNTY. COLLEGE shall have the authority to inspect the Bus Shelters prior to acceptance of Bus Shelters for maintenance purposes. COUNTY shall provide COLLEGE with written notice of the installation of the Bus Shelter(s), and COLLEGE shall have three (3) business days, excluding holidays, to inspect the Bus Shelter(s) and advise COUNTY, in writing, of any issues regarding the

installation. The COLLEGE shall provide COUNTY with written notice of the COLLEGE's acceptance of the Bus Shelter(s). In the event the MUNICIPALITY identifies any issues regarding the installation of the Bus Shelter(s), COUNTY shall take all reasonable steps to promptly address the issues identified in the COLLEGE's notice. COUNTY shall warrant the installation of the Bus Shelter(s) for a period of one year following written acceptance by the COLLEGE, and COUNTY shall assign any warranties for the Bus Shelters to the COLLEGE.

- 2.2 COLLEGE agrees to maintain, at its sole cost and expense, the Bus Shelter(s) set forth on Exhibit "A," in compliance with any and all applicable laws which shall include, but not be limited to, laws and regulations relating to the Americans with Disabilities Act of 1990, as currently enacted or as may be amended from time to time ("ADA"). The Bus Shelter(s) shall be kept clean and free from trash and debris. The Bus Shelter(s) shall be kept free of graffiti. As part of the maintenance responsibility, COLLEGE shall at all times keep the Bus Shelter(s) in good repair and replace defective, damaged, or worn out parts of the Bus Shelter(s). COLLEGE's responsibility to keep the Bus Shelter(s) in good repair shall include all necessary maintenance of any type or nature, including, but not limited to, maintenance, repair and replacement of defective, damaged, or worn out parts due to normal wear and tear, acts of God, vandalism and accidents. COLLEGE shall take all necessary steps to maintain the Bus Shelter(s) in a manner to protect against injury to any person or property.

In the event that a Bus Shelter should suffer significant damage, COLLEGE shall immediately report the damage to COUNTY and COLLEGE shall immediately take any and all steps reasonably necessary to protect against injury to any person or property. Significant Damage shall mean damage to the Bus Shelter which renders the Bus Shelter no longer suitable to meet and perform adequately for the purpose for which it was constructed and it may not be safely maintained within the parameters set forth by the manufacturer. Following a determination by COUNTY, in consultation with COLLEGE, that the Bus Shelter has suffered Significant Damage and that the Bus Shelter is beyond repair, COLLEGE shall remove the Bus Shelter within seventy-two (72) hours from notice of COUNTY's determination. COUNTY's determination relating to the ability to repair the Bus Shelter shall be final. Neither COUNTY nor COLLEGE shall be required to replace a shelter which has suffered significant damage and been deemed by COUNTY to be beyond repair. In the event that COUNTY, in its sole discretion shall replace a Bus Shelter, COLLEGE acknowledges and agrees that all terms and conditions of this Agreement shall apply to the replacement Bus Shelter.

- 2.3 All Bus Shelter(s) shall at all times have a notification sign posted with the name and phone number of the contact person for COLLEGE responsible for maintenance of the Bus Shelter(s) so that members of the public may contact COLLEGE regarding problems with the Bus Shelter(s). COLLEGE shall promptly respond and correct all complaints regarding maintenance.

- 2.4 COUNTY and COLLEGE agree and understand that this Agreement does not change the COUNTY road functional classification.
- 2.5 No advertisements will be permitted on Bus Shelters.
- 2.6 The maintenance obligations of COLLEGE as set forth in this Agreement may be performed by COLLEGE through the use of its employees or COLLEGE may enter into a contract with a third party to perform the services. In the event COLLEGE contracts with a third party, COLLEGE shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein.

### ARTICLE 3 TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall terminate as provided for in Sections 3.2 through 3.6 herein below.
- 3.2 This Agreement may be terminated for cause by COUNTY, through action of the Board if COLLEGE has not corrected the breach within thirty (30) days of written notice given by COUNTY to COLLEGE setting forth the breach. If COLLEGE corrects the breach within thirty (30) days after written notice of same, to the sole satisfaction of COUNTY, the Agreement shall remain in full force and effect. If such breach is not corrected and improved within thirty (30) days of receipt of notice of breach, COUNTY may terminate the Agreement ninety (90) days after a notice of termination is provided to COLLEGE. Specifically in the case of COLLEGE's requirement to maintain the Property, COUNTY, at the option of Contract Administrator, may cause such breach to be corrected and improved and bill COLLEGE for the costs of such maintenance, or terminate this Agreement. If COUNTY opts to correct and improve the breach, and bills COLLEGE for same, COLLEGE shall then remit to COUNTY the amount so billed within thirty (30) days of COLLEGE's receipt thereof.
- 3.3 Termination of this Agreement for cause shall include, but not be limited to, failure of COLLEGE to suitably perform the services required by Article 2 herein, failure of COLLEGE to maintain the Bus Shelter(s) pursuant to the terms of this Agreement, or a failure of COLLEGE to continuously perform the services required by the terms and conditions of this Agreement in a manner calculated to meet or accomplish the objectives set forth herein, notwithstanding whether any such breach was previously waived or cured.
- 3.4 This Agreement may be terminated for convenience by COUNTY upon thirty (30) days' written notice given by COUNTY to COLLEGE. This Agreement may also be terminated by County Administrator upon such notice as County Administrator deems appropriate in the event that County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

- 3.5 In the event this Agreement is terminated for convenience, upon being notified of election to terminate, the parties shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. COLLEGE acknowledges and agrees that Ten Dollars (\$10.00), the adequacy of which is hereby acknowledged by COLLEGE, is given as specific consideration to COLLEGE for COUNTY's right to terminate this Agreement for convenience.
- 3.6 Notice of termination shall be provided in accordance with the Article 5, "NOTICES," except that notice of termination by County Administrator which County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Article 5, "NOTICES."

#### ARTICLE 4 CHANGES IN SCOPE

Any change to the Scope must be accomplished by a written amendment, executed by the parties in accordance with Section 8.12 below.

#### ARTICLE 5 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

##### FOR BROWARD COUNTY:

Director, Broward County Transportation Department  
One North University, Suite 3100A  
Plantation, FL 33324

##### FOR COLLEGE:

President, Central Campus/Willis Holcombe Center  
Broward College  
3501 S.W. Davie Road

With Copy to:  
Office of the General Counsel  
111 East Las Olas Boulevard  
Suite 515  
Fort Lauderdale, FL 33301

ARTICLE 6  
INDEMNIFICATION

- 6.1 COLLEGE is a state agency or political subdivision as defined in Section 768.28, Florida Statutes (2006), as may be amended, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.
- 6.2 In the event that COLLEGE contracts with a third party to provide the services set forth herein, addressed herein above, any contract with such third party shall include the following provisions:
- 6.2.1 Indemnification: COLLEGE's contractor shall at all times hereafter indemnify and hold harmless COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, COLLEGE's contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, COLLEGE's contractor shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.
- 6.2.2 In order to insure the indemnification obligation, COLLEGE's contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in Article 7, Section 7.2, in accordance with the terms and conditions required by this Article.
- 6.2.3 The policies referred to in Section 6.2.2 above shall be without any deductible amount and shall be issued by United States Treasury approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida.

ARTICLE 7  
INSURANCE

- 7.1 COLLEGE is an entity subject to Section 768.28, Florida Statutes, as may be amended, and COLLEGE shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement. Additionally, if COLLEGE elects to purchase excess liability coverage, COLLEGE agrees that COUNTY will be furnished with a Certificate of Insurance listing Broward County as certificate holder and an additional insured.
- 7.2 In the event that COLLEGE contracts with a third party to provide the services set forth herein, any contract with such third party shall include, at a minimum, the following provisions:
- 7.2.1 Insurance: COLLEGE's contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, insurance of the types and amounts as set forth on Exhibit "B," a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name COUNTY and Broward County Board of County Commissioners as an additional insured.
- 7.2.2 COLLEGE's contractor shall furnish to Contract Administrator Certificates of Insurance or Endorsements evidencing the insurance coverages specified by this Article prior to beginning the performance of work under this Agreement.
- 7.2.3 Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of COLLEGE's contractor is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- 7.2.4 The policies referred to above shall be without any deductible amount and shall be issued by approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida.
- 7.2.5 The foregoing requirements represent minimum coverages that shall be contained in COLLEGE's contracts with a third party. Any additional requirements for professional liability, property/builders risk, installation floater, and environmental or pollution shall be subject to COLLEGE's standard requirements for the Project.



ARTICLE 8  
MISCELLANEOUS

8.1 AUDIT RIGHT AND RETENTION OF RECORDS.

COUNTY shall have the right to audit the books, records, and accounts of COLLEGE and its subcontractors that are related to this Agreement. COLLEGE and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of COLLEGE and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, COLLEGE or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

COLLEGE and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to COLLEGE's and its subcontractors' records, COLLEGE and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by COLLEGE or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

8.2 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT.

COLLEGE shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. COLLEGE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, COLLEGE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

8.2.1 COLLEGE's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

8.2.2 COLLEGE shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.

COLLEGE shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 8.2.

### 8.3 INDEPENDENT CONTRACTOR.

COLLEGE is an independent contractor under this Agreement. Services provided by COLLEGE pursuant to this Agreement shall be subject to the supervision of COLLEGE. In providing such services, neither COLLEGE nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to COLLEGE or COLLEGE's agents any authority of any kind to bind COUNTY in any respect whatsoever.

### 8.4 THIRD PARTY BENEFICIARIES.

Neither COLLEGE nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

### 8.5 ASSIGNMENT AND PERFORMANCE.

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, COLLEGE shall not subcontract any portion of the work required by this Agreement, except as authorized herein. COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by COLLEGE of this Agreement or any right or interest herein without COUNTY's written consent.

COLLEGE represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably

experienced and skilled in the area(s) for which he or she will render his or her services.

COLLEGE shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of COLLEGE's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards

8.6 MATERIALITY AND WAIVER OF BREACH.

COUNTY and COLLEGE agree that each requirement, duty, and obligation set forth herein was bargained for at arms'-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.7 COMPLIANCE WITH LAWS.

COLLEGE shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.8 SEVERANCE.

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or COLLEGE elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.9 JOINT PREPARATION.

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

8.10 PRIORITY OF PROVISIONS.

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein,

or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 of this Agreement shall prevail and be given effect.

8.11 JURISDICTION, VENUE, WAIVER OF JURY TRIAL.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, COLLEGE AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

8.12 AMENDMENTS.

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by COUNTY and COLLEGE or others delegated authority to or otherwise authorized to execute same on their behalf.

8.13 PRIOR AGREEMENTS.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8.14 INCORPORATION BY REFERENCE.

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A" and "B" are incorporated into and made a part of this Agreement.

8.15 REPRESENTATION OF AUTHORITY.

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.16 MULTIPLE ORIGINALS.

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and BROWARD COLLEGE, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
County Administrator and  
Ex-Officio Clerk of the  
Board of County Commissioners  
of Broward County, Florida

By \_\_\_\_\_, Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to Insurance  
Requirements:


Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By  4/14/14  
Risk Management  
Risk Management Division

Jacqueline A. Binns  
Risk Insurance and  
Contracts Manager

By   
Sharon V. Thorsen (Date)  
Senior Assistant County Attorney

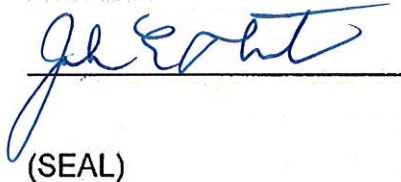
APPROVED:

 4/15/14  
Noel M. Pfeffer (Date)  
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND BROWARD COLLEGE FOR  
MAINTENANCE OF BUS SHELTERS

BROWARD COLLEGE

ATTEST:

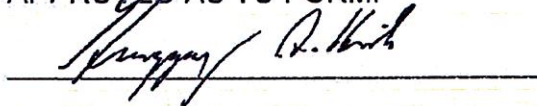
  
(SEAL)



By Dr. Mercedes Quiroga, Central Campus President  
Print Name and Title

4 day of April, 2014

APPROVED AS TO FORM:



By Gregory Haile, General Counsel  
Print Name and Title

SVT:slw  
9/24/13  
9/6/11  
8/31/11  
TRANSITbussheltersmaintBrowardCollege  
09-114.09

## EXHIBIT "A"

### PROJECT IMPROVEMENT AND SCOPE

#### Summary of Work

Install two (2) bus shelters and associated amenities at the bus stop location on the campus of Broward College in the town of Davie as set forth below. The shelters shall be manufactured and installed in accordance with the manufacture's specifications.

STOPID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCHTYPE	TRASHBIN	BIKERACK	ROW	MUNICIPALITY
155	BCC CENTRAL	BCC CENTRAL	NB	INFR	M	Y	Y	Y	COUNTY	DAVIE



## **Bus Shelter Maintenance Agreement Exhibit "A" TABLE KEY**

### **STOP\_ID**

Bus stop ID

### **MAIN\_STREET**

Street on which stop is located

### **CROSS\_STREET**

Closest street intersecting street on which bus stop is located or landmark

### **DIRECTION**

Direction of travel ,

WB = westbound, EB = eastbound, SB = southbound, NB = northbound

### **LOCATION**

Location of the bus stop with respect to the Cross Street or Landmark,

N = Near-side; F = Far-side; INFR = In-front-of; OPP = Opposite

### **DISTANCE**

Distance from the bus stop to the Cross Street or Landmark

### **SHELTERTYPE**

S= Small Shelter (Prefabricated, 4' roof and 5', 6' min. R/W, 14' length)

SE = Small Extended Shelter (Prefabricated, 5' roof, 9' min. R/W, 14' length)

M= Medium Shelter (Prefabricated, 7' roof, 10' min. R/W, 14' length)

L= Large Shelter (20'X20')

### **BENCHTYPE**

Bench - Y= Yes; N = No, Blank Space= No information available

This is a bench in addition to the one included with the shelter

### **TRASH\_BIN**

Trash can - Y= Yes; N = No, Blank Space= No information available

### **BIKE\_RACK**

Bike Rack - Y= Yes; N = No

### **ROW**

Right of way ownership

STATE = State Road; COUNTY = County Road LOCAL = Municipal road

**Exhibit B**  
**Insurance Requirement**

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
<b>COMMERCIAL GENERAL LIABILITY</b> <b>Broad form or equivalent</b> <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Other: Mobile Equipment	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$1 mil	
	Personal Injury		
<b>BUSINESS AUTO LIABILITY*</b> <b>COMPREHENSIVE FORM</b>  <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 500 k	
<b>EXCESS/UMBRELLA LIABILITY</b> <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorse-ment is required		
<input checked="" type="checkbox"/> <b>WORKERS' COMPENSATION</b> <i>If exempt: State Exemption Certificate or letter on company letterhead is required.</i> <input checked="" type="checkbox"/> <b>EMPLOYERS' LIABILITY</b>	Chapter 440 FS  (each accident)	<b>STATUTORY</b>  \$ 500 k	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input type="checkbox"/> <b>POLLUTION LIABILITY OR ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS</b>	(each accident)  Extended coverage period		
<input type="checkbox"/> <b>BUILDER'S RISK (PROPERTY)</b> <b>"ALL RISK" WITH WIND AND FLOOD</b> Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
<input type="checkbox"/> <b>Installation floater</b> Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
DECEPTION OF OPERATIONS, LOCATION, VEHICLES BROWARD COUNTY IS LISTED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY. <b>REFERENCE: Transit Bus Shelter</b>			
<b>CERTIFICATE HOLDER:</b> Broward County 115 South Andrews Avenue Fort Lauderdale, FL 33301 Attn: Arethia Douglas - Transportation Dept			

Revised 2013

Risk Management Division