# **AGREEMENT**

Between

**BROWARD COUNTY** 

and

CITY OF OAKLAND PARK

for

ILLUMINATION, CCTV MONITORING, AND MAINTENANCE OF THE NW 21<sup>ST</sup> AVENUE PEDESTRIAN BRIDGE OVER C-13 CANAL

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

CITY OF OAKLAND PARK, a municipal corporation located in Broward County, Florida, and organized and existing under the laws of the State of Florida, hereinafter referred to as "MUNICIPALITY."

WHEREAS, NW 21<sup>st</sup> Avenue, from Oakland Park Boulevard to NW 39<sup>th</sup> Street, is a public trafficway (hereinafter referred to as the "Trafficway") located within the municipal boundaries of MUNICIPALITY and classified as a County road; and

WHEREAS, it is of mutual benefit to the residents of COUNTY and MUNICIPALITY to illuminate and provide CCTV monitoring of the pedestrian bridge along a portion of the Trafficway (the legal description of which is attached hereto as Exhibit "A") as detailed in Article 2; and

WHEREAS, MUNICIPALITY has expressed its desire to undertake the maintenance of the pedestrian bridge, together with its lighting and CCTV monitoring system following completion of the Project; NOW, THEREFORE,

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

# ARTICLE 1 - DEFINITIONS AND IDENTIFICATIONS

- 1.1 "Agreement" shall mean this document, Articles 1 through 9, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 "Board" shall mean the Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.
- 1.3 "Contract Administrator" shall mean the Director of the Broward County Highway Construction and Engineering Division, or its designee. The primary responsibilities of the Contract Administrator are to coordinate and communicate with MUNICIPALITY 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 the 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 "Illumination" or "lighting" shall mean light poles, luminaires, cable, conduit, grounding, load centers, pullboxes, conductors, and cable distribution systems.
- 1.7 "Pedestrian Bridge Project" or "Project" shall mean the pedestrian bridge, together with its illumination and CCTV monitoring, as described in Exhibit "A," attached hereto and incorporated herein, and as set forth in Article 2.

## ARTICLE 2 - SCOPE OF PARTICIPATION

2.1 COUNTY and MUNICIPALITY shall participate in the Project in the manner set forth in this Agreement.

# 2.2 COUNTY shall:

2.2.1 Prepare, or cause to be prepared, plans and specifications for the Project, which shall substantially conform to the Standard Specifications for Highway Lighting established by the Florida Department of Transportation. Such plans and specifications shall be reviewed and approved by the Contract Administrator and a representative of MUNICIPALITY, provided, however, that MUNICIPALITY shall not unreasonably withhold its approval.

- 2.2.2 In accordance with the approved plans and specifications, install or cause to be installed a pedestrian bridge with lighting and CCTV monitoring along the Trafficway. Following completion of the Project, COUNTY shall provide to MUNICIPALITY a copy of the as-built plans and specifications, and warranties, if any.
- 2.2.3 Provide written notice to MUNICIPALITY, by and through its Contract Administrator, that the Project has been completed in accordance with the plans and specifications.
- 2.2.4 Have no further obligation except as otherwise specifically set forth herein.

# 2.3 MUNICIPALITY shall:

- 2.3.1 Waive or reimburse COUNTY for all municipal permit and inspection fees pertaining to the Project.
- 2.3.2 Upon notice from COUNTY that the Project has been completed, maintain the pedestrian bridge, together with its illumination and CCTV monitoring, as set forth herein.
- 2.3.3 In the event that utilities are to be utilized in the illumination or CCTV monitoring of the pedestrian bridge, take all necessary steps to properly establish the utility account(s) with the MUNICIPALITY's electrical energy supplier prior to the initial energizing of the lighting or CCTV monitoring system and shall pay, commencing upon completion of the Project, all electrical energy charges relating to the lighting and CCTV monitoring system as such charges arise.
- 2.3.4 Properly maintain the pedestrian bridge, together with its illumination and CCTV monitoring system, in accordance with the approved design plans and specifications and in substantial conformance with the Standard Specifications for Highway Lighting and CCTV monitoring adopted by the Florida Department of Transportation. As part of such maintenance responsibility, MUNICIPALITY shall keep in good repair, and replace, defective or worn out lighting and CCTV monitoring system parts and equipment which system parts and equipment shall include, but not be limited to, poles, luminaires, cameras, and circuitry. MUNICIPALITY's responsibility to keep or cause to keep the system in good repair shall include all necessary maintenance, repair and replacement of any type or nature, including, but not limited to, maintenance, repair and replacement due to normal wear and tear, acts of God, vandalism and accidents.
- 2.3.5 The maintenance obligations of the MUNICIPALITY as set forth in this Agreement may be performed by MUNICIPALITY through the use of its employees, or MUNICIPALITY may enter into a contract with a third party to perform the services. In the event MUNICIPALITY contracts with a third party,

MUNICIPALITY 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.

2.4 COUNTY and MUNICIPALITY agree and understand that the Trafficway shall remain classified as a county road, and that the illumination system shall not be moved or relocated without the express written consent of the Contract Administrator, and that this Agreement shall not affect County's responsibility for installation and maintenance of traffic control signals and devices along the Trafficway.

# **ARTICLE 3 - COSTS**

- 3.1 COUNTY shall be responsible for all costs associated with the design and installation of the pedestrian bridge and its illumination and CCTV monitoring system.
- 3.2 Commencing upon completion of the Project, MUNICIPALITY shall pay all electrical energy and other utility charges, and all costs related to the ongoing operation, maintenance, and repair of the pedestrian bridge and its lighting and CCTV monitoring system, which is the subject of this Agreement.

#### ARTICLE 4 - TERM AND TERMINATION

- 4.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall continue in perpetuity unless terminated as provided for by Sections 4.2 through 4.6 herein below.
- 4.2 This Agreement may be terminated for cause by COUNTY, through action of the Board, upon thirty (30) days written notice given by COUNTY to MUNICIPALITY setting forth the breach. If MUNICIPALITY corrects the breach within thirty (30) days after written notice of same, to the satisfaction of COUNTY, this 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 this Agreement. Specifically in the case of MUNICIPALITY's requirement to maintain the pedestrian bridge and its lighting and CCTV monitoring system, COUNTY, at the option of the Contract Administrator, may cause such breach to be corrected and improved and bill MUNICIPALITY for the costs of such correction and improvement or terminate this Agreement. If COUNTY opts to correct and improve the breach and bill MUNICIPALITY for same, MUNICIPALITY shall then remit to COUNTY the amount so billed within thirty (30) days of MUNICIPALITY's receipt thereof.
- 4.3 Termination of this Agreement for cause shall include, but not be limited to: failure of MUNICIPALITY to suitably perform the services required by Article 2 herein, failure of the MUNICIPALITY to maintain the pedestrian bridge and its illumination and CCTV monitoring system pursuant to the terms of this Agreement, or failure of MUNICIPALITY 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.

- This Agreement may be terminated for convenience by COUNTY upon thirty (30) days written notice given by COUNTY to MUNICIPALITY. This Agreement may also be terminated by the County Administrator upon such notice as County Administrator deems appropriate in the event that the County Administrator determines that termination is necessary to protect the public health or safety.
- 4.5 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. MUNICIPALITY acknowledges and agrees that Ten Dollars (\$10.00), the adequacy of which is hereby acknowledged by MUNICIPALITY, is given as specific consideration to MUNICIPALITY for COUNTY's right to terminate this Agreement for convenience.
- 4.6 Notice of termination shall be provided in accordance with Article 6, "NOTICES," except that notice of termination by County Administrator which County Administrator deems necessary to protect the public health or safety may be verbal notice which shall be promptly confirmed in writing in accordance with Article 6, "NOTICES."

# ARTICLE 5 - CHANGES IN SCOPE OF PARTICIPATION

Any change to the Scope of Participation must be accomplished by a written amendment executed by the parties in accordance with Section 9.11 below.

# **ARTICLE 6 - 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 COUNTY:

Director, Highway Construction and Engineering Division One North University Drive, Suite 300-B Plantation, Florida 33301

# FOR MUNICIPALITY:

DIRECTOR, ENGINEERING & COMMUNITY DEVELOPMENT DEPARTMENT 5399 NORTH DIKIE HIGHWAY, SUITE 3 OAKLAND PACK, FL 33334

# **ARTICLE 7 - INDEMNIFICATION**

- 7.1 MUNICIPALITY is an entity subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agrees to be fully responsible for the 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 MUNICIPALITY to be sued by third parties in any matter arising out of this Agreement or any other contract.
- 7.2 In the event that MUNICIPALITY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
  - 7.2.1 Indemnification: MUNICIPALITY's contractor shall indemnify and hold harmless COUNTY, its officers, agents, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of MUNICIPALITY's contractor and other persons employed or utilized by MUNICIPALITY's contractor in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. To the extent permitted by law, in the event that any action or proceeding is brought against COUNTY by reason of any such claim or demand, MUNICIPALITY's contractor shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY.
  - 7.2.2 To the extent permitted by law, the indemnification provided above shall obligate MUNICIPALITY's contractor to defend, at its own expense, to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at COUNTY's option, any and all claims of liability and all suits and actions of every name and description covered by subsection 7.2.1 above which may be brought against COUNTY, whether services were performed by MUNICIPALITY's contractor or persons employed or utilized by MUNICIPALITY's contractor.
  - 7.2.3 In order to insure the indemnification obligation noted above, MUNICIPALITY'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 8, Section 8.2, in accordance with the terms and conditions required by this Article.

#### **ARTICLE 8 - INSURANCE**

8.1 MUNICIPALITY is an entity subject to Section 768.28, Florida Statutes, as may be amended from time to time, and MUNICIPALITY shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final

execution of this Agreement. Additionally, if MUNICIPALITY elects to purchase excess liability coverage, MUNICIPALITY agrees that COUNTY will be furnished with a Certificate of Insurance listing "Broward County" as certificate holder on each policy and as an additional insured on the Comprehensive General Liability and Excess Insurance policies.

- 8.2 In the event that MUNICIPALITY 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:
  - 8.2.1 Insurance: MUNICIPALITY's contractor shall keep and maintain, at the contractor's sole cost and expense, insurance of the types and minimum amounts as set forth on Exhibit "B," and specifically protect COUNTY and the Board by naming "Broward County" as an additional insured under the Commercial General Liability Insurance policy as well as any Excess Liability Insurance policy.
  - 8.2.2 MUNICIPALITY's contractor, upon request, shall furnish to the Contract Administrator, Certificates of Insurance or Endorsements evidencing the insurance coverages specified by this section prior to beginning the performance of work under this Agreement.
  - 8.2.3 Coverage is not to cease and is to remain in full force and effect until all performance required of MUNICIPALITY's contractor is completed.

## **ARTICLE 9 - MISCELLANEOUS**

- 9.1 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT. MUNICIPALITY 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. MUNICIPALITY 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, MUNICIPALITY 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.
  - 9.1.1 MUNICIPALITY'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, as may be amended from time to time), 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.

- 9.1.2 MUNICIPALITY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½, as may be amended from time to time) in performing any services pursuant to this Agreement.
- 9.2 INDEPENDENT CONTRACTOR. MUNICIPALITY is an independent contractor under this Agreement. Services provided by MUNICIPALITY pursuant to this Agreement shall be subject to the supervision of MUNICIPALITY. In providing such services, neither MUNICIPALITY 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 MUNICIPALITY or MUNICIPALITY's agents any authority of any kind to bind COUNTY in any respect whatsoever.
- 9.3 THIRD PARTY BENEFICIARIES. Neither MUNICIPALITY 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 right or claim against either of them based upon this Agreement.
- 9.4 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, MUNICIPALITY 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 MUNICIPALITY of this Agreement or any right or interest herein without COUNTY's written consent. MUNICIPALITY 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. MUNICIPALITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of MUNICIPALITY'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.
- 9.5 MATERIALITY AND WAIVER OF BREACH. COUNTY and MUNICIPALITY 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.

- 9.6 COMPLIANCE WITH LAWS. MUNICIPALITY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 9.7 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 MUNICIPALITY 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.
- 9.8 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.
- 9.9 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 Articles 1 through 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.
- 9.10 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, MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.
- 9.11 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 the Board and MUNICIPALITY or others delegated authority to or otherwise authorized to execute same on their behalf.
- 9.12 PRIOR AGREEMENTS. This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations,

correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

- 9.13 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.
- 9.14 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.
- 9.15 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

| BROWARD COUNTY, through its BOARD Of and through its Mayor or Vice-Mayor, author the day of . 20 , and CITY  | have made and executed this Agreement: F COUNTY COMMISSIONERS, signing by rized to execute same by Board action on Y OF OAKLAND PARK, signing by and ed to execute same.   |  |  |
|--|--|--|--|
| COUN   | <u>ITY</u>   |  |  |
| ATTEST:  | BROWARD COUNTY, by and through its Board of County Commissioners   |  |  |
| Broward County Administrator, as<br>Ex-Officio Clerk of the Broward County<br>Board of County Commissioners  | By<br>Mayor<br>day of, 20  |  |  |
| Insurance requirements approved by Broward County Risk Management Division  By facque lime A Birms (Jc) Signature 4/2/14 (Date)  Risk Management Division  Print Name and Jille above Risk Insurance and Contracts Manager | 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) 357-7641  By Al A. DiCalvo (Date) Assistant County Attorney  Michael J. Kerr Chief Trial Counsel |  |  |

AAD

8/26/13; 9/20/13; 1/14/14 OaklandPark-Illum(NW21AvPedestrianBridge)\_v2Final-011414.a01

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF OAKLAND PARK FOR ILLUMINATION, CCTV MONITORING, AND MAINTENANCE OF THE NW 21<sup>ST</sup> AVENUE PEDESTRIAN BRIDGE OVER C-13 CANAL

# **MUNICIPALITY**

| ATTEST:   | 01        | ,    |
|-----------|-----------|------|
| Jeny      | nsh       | cont |
| Rence Sha | pal Clerk |      |

(SEAL)

CITY OF OAKLAND PARK

Mayor-Commissioner

19 day of M

20/4

Municipal Manager

19 day of March

20/4

APPROVED AS TO FORM:

By \_\_\_\_\_\_\_Municipal Attorney

# <u>Exhibit A</u> (Description and Location of Trafficway Project)

Construction and installation of a prefabricated aluminum pedestrian bridge along the west side of NW 21st Avenue (a County jurisdiction road) crossing the South Florida Water Management District's C-13 Canal. Construction will include concrete auger-cast pile foundations, concrete abutments, construction of connecting sidewalks to existing sidewalks (north and south of the canal), adjustments to traffic signal system conduits, installation of bridge lighting, and a closed circuit video surveillance system.

Location of Work: west side of NW 21st Avenue at the South Florida Water Management District's C-13 Canal in the City of Oakland Park more particularly described as follows:

The East 53 feet of the South 260 feet of the North one-half (N 1/2) of Section 20, Township 49 South, Range 42 East, together with the East 53.00 feet of the North 40.00 feet of the Southeast one-quarter (SE 1/4) of Section 20, Township 49 South, Range 42 East, all lying and being in Broward County, Florida.





PROJECT LOCATION MAP

NTS

# Exhibit B

| TYPE OF INSURANCE  | MINIMUM LIABILITY LIMITS   |                 |  |
|--|--|-----------------|--|
|  |  | Each Occurrence | Aggregate  |
| COMMERCIAL GENERAL LIABILITY Broad form or equivalent  | Bodily Injury  |                 |  |
| With no exclusions or limitations for:   | Property Damage  |                 |  |
| <ul> <li>[x] Premises-Operations</li> <li>[x] Explosion, Collapse, Underground Hazards</li> <li>[x] Products/Completed Operations Hazard</li> <li>[x] Contractual Insurance</li> <li>[x] Independent Contractors</li> <li>[x] Personal Injury</li> </ul> | Combined single limit<br>Bodily Injury &<br>Property Damage      | \$ 500 k        | \$ 1 mil   |
| [x ] Other: Mobile Equipment   | Personal Injury  |                 |  |
| BUSINESS AUTO LIABILITY<br>COMPREHENSIVE FORM  | Bodily Injury (each person)                                      |                 |  |
| [x] Owned [x] Hired  | Bodily Injury (each accident)                                    |                 |  |
| [x] Non-owned [x] Scheduled  | Property Damage  |                 |  |
| [x] Any Auto   | Combined single limit<br>Bodily Injury &<br>Property Damage      | \$ 500 k        |  |
| EXCESS/UMBRELLA LIABILITY  | Follow form basis or   |                 |  |
| May be used to supplement minimum<br>liability coverage requirements.  | Add'l insd endorse-<br>ment is required                          |                 |  |
| [x] WORKERS' COMPENSATION  If exempt: State Exemption Certificate or letter on company letterhead is required.  [x] EMPLOYERS' LIABILITY   | Chapter 440 FS STA   | STATUTORY       | U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water |
|  |  | \$ 100 k        |  |
| ] POLLUTION LIABILITY OR   | (each accident)  |                 |  |
| ENVIRONMENTAL IMPAIRMENT LIABILITY<br>WITH CLEAN-UP COSTS  | Extended coverage period   |                 |  |
| BUILDER'S RISK (PROPERTY)  | Maximum Deductible:  | \$10 k          | Completed  |
| "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.   | DED for WIND or WIND & FLOOD not to exceed 5% of completed value |                 | Value<br>form  |
|  | CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE                         |                 |  |
| Installation floater Coverage must be "All Risk", completed value.   | Maximum Deductible:  | \$10 k          | Completed<br>Value<br>form   |
| Coverage must be All Risk , completed value.  Coverage must remain in force until written final acceptance by County.  | CONTRACTOR IS<br>RESPONSIBLE FOR<br>DEDUCTIBLE                   |                 |  |

CERTIFICATE HOLDER:

Broward County 115 South Andrews Avenue Fort Lauderdale, FL 33301