

AGREEMENT

Between

BROWARD COUNTY

and

CITY OF MIRAMAR

for

TRAFFICWAY ILLUMINATION FOR  
MIRAMAR PARKWAY STREETSCAPE  
FROM SW 68TH AVENUE TO SW 64TH  
AVENUE

This is an Agreement ("Agreement"), made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

and

CITY OF MIRAMAR, 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," collectively referred to as the "Parties."

WHEREAS, Miramar Parkway from SW 68<sup>th</sup> Avenue to SW 64<sup>th</sup> Avenue, is a public trafficway (hereinafter referred to as the "Trafficway") and classified as a County road; and

WHEREAS, it is of mutual benefit to the residents of COUNTY and MUNICIPALITY to illuminate the Trafficway by the installation of the lighting system as detailed in Article 2; and

WHEREAS, MUNICIPALITY has expressed its desire to undertake the installation of the lighting system and the continued maintenance of the lighting system of the Trafficway following completion of the Project; and

WHEREAS, MUNICIPALITY, by motion of its governing body adopted on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, has approved the illumination of the Trafficway, pursuant to the terms of this Agreement, and has authorized the appropriate officers of MUNICIPALITY to execute this Agreement; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments 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 herein 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 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 appointed by the Board.
- 1.5 "County Attorney" shall mean the chief legal counsel for COUNTY appointed by the Board.
- 1.6 "Illumination" or "lighting" or "lighting system" shall mean and include light poles, luminaires, cable, conduit, grounding, load centers, pullboxes, conductors, and cable distribution systems.
- 1.7 "Trafficway Project" or "Project" shall mean the illumination of the portion of the Trafficway 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 Trafficway Project in the manner set forth in this Agreement.
- 2.2 MUNICIPALITY shall:
  - 2.2.1 Prepare, or cause to be prepared, plans and specifications for the illumination of the Trafficway, 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.

- 2.2.2 Make application to the Broward County Highway Construction and Engineering Division (the "Division") for a permit, or cause application to be made for a permit, for the illumination of the Trafficway as set forth in the approved plans and specifications. The Project shall not proceed until the Division permit(s) has/have been issued and permit conditions for commencement of construction have been satisfied.
- 2.2.3 In accordance with the approved plans and specifications, install or cause to be installed a lighting system along the Trafficway to the satisfaction of the Contract Administrator. Following completion of the Project, MUNICIPALITY shall provide to COUNTY a copy of signed and sealed certified as-built drawings and warranties.
- 2.2.4 Properly maintain the lighting system of the Trafficway Project in accordance with the approved design plans and specifications and in substantial conformance with the Standard Specifications for Highway Lighting adopted by the Florida Department of Transportation. As part of such maintenance responsibility, MUNICIPALITY shall keep the lighting system in good repair and replace defective or worn out lighting system parts and equipment which system parts and equipment shall include, but not be limited to, poles, luminaires, 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.
- 2.2.5 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.

2.3 COUNTY, by and through the Contract Administrator, shall:

- 2.3.1 Upon receipt from MUNICIPALITY of a completed application for permit and the approved Plans, review the application for completeness and either reject the application or process the application for issuance of the permit.

- 2.3.2. Inspect the installation of the lighting system and reject work which does not meet the requirements of the approved plans and specifications.
- 2.3.3 After receiving signed and sealed certified as-built drawings, detailing the pertinent information regarding the installation and that the installation is in conformance with the approved plans and specifications, and request for a final inspection, perform a final inspection.
- 2.3.4 Upon receipt of all paperwork and completion of all inspections, notify MUNICIPALITY as to the status of the Project.
- 2.3.5 Have no further obligation except as otherwise specifically set forth herein.
- 2.4 The Trafficway shall remain classified as a COUNTY road, and the light system shall not be moved or relocated without the express written consent of the Contract Administrator, and this Agreement shall not affect COUNTY's responsibility for installation and maintenance of traffic control signals and devices along the Trafficway.
- 2.5 Any relocation or replacement of the lighting system by MUNICIPALITY, its agents, or contractors, shall require the prior submittal of plans and approval by the Division, consistent with the requirements under Section 2.2, subsections 2.2.1 – 2.2.3, above.

#### ARTICLE 3 - COSTS

- 3.1 MUNICIPALITY shall be responsible for all costs associated with the design, installation, and continued operation and maintenance of the lighting, including all electrical energy and other utility charges and all costs related to the ongoing operation, maintenance, and repair of the lighting system in the Trafficway Project.

#### ARTICLE 4 - TERM AND TERMINATION

- 4.1 The term of this Agreement shall begin on the date it is fully executed by the Parties and shall continue in perpetuity unless terminated as provided in Sections 4.2 through 4.3.
- 4.2 This Agreement may be terminated for cause by COUNTY, through action of the Board, upon thirty (30) days written notice given by the Contract Administrator to MUNICIPALITY setting forth the breach. If MUNICIPALITY corrects the breach within thirty (30) days after written notice of same, to the satisfaction of the Contract Administrator, this Agreement shall remain in full force and effect. If such breach is not corrected within thirty (30) days after written notice of same, COUNTY may terminate this Agreement. Specifically, if the breach is of

MUNICIPALITY's requirement to maintain the lighting system, COUNTY, at the option of the Contract Administrator, may cause such breach to be corrected and invoice MUNICIPALITY for the costs of the correction or terminate this Agreement. If COUNTY opts to correct the breach and invoice MUNICIPALITY for the costs of correction, MUNICIPALITY shall then remit to COUNTY the amount invoiced within thirty (30) days of MUNICIPALITY's receipt of the invoice.

- 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, failure of MUNICIPALITY to maintain the Trafficway's lighting system, 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.
- 4.4 In the event this Agreement is terminated, MUNICIPALITY shall remove the lighting system, at MUNICIPALITY's sole expense, unless COUNTY, in writing, authorizes MUNICIPALITY to leave the lighting system. In the event that the lighting system must be removed, the following requirements shall apply:
  - 4.4.1 COUNTY shall have no obligation to remove, relocate, reinstall, or replace any of the lighting system, or in any way compensate MUNICIPALITY for any loss resulting from or arising out of the termination of this Agreement.
  - 4.4.2 MUNICIPALITY shall obtain a Division permit and return the affected areas of the Project to a safe condition following removal of the lighting system.
  - 4.4.3 MUNICIPALITY shall be obligated to repair or pay for any damage to COUNTY property resulting from the removal of the lighting system.

#### 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 9.13 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 sent by commercial express carrier with acknowledgement of delivery, 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 article. 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:

City Manager  
City of Miramar  
2300 Civic Center Place  
Miramar, Florida 33025

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.

- 7.3 The provisions of this article shall survive the expiration, termination upon completion of the Project, or earlier termination of this Agreement.

#### ARTICLE 8 - INSURANCE

- 8.1 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 and an additional insured.
- 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 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 by naming "Broward County" as an additional insured under the Commercial General Liability Insurance policy as well as any Excess Liability policy.
- 8.2.2 MUNICIPALITY's contractor, upon request, shall furnish to the Contract Administrator, Certificates of Insurance and Endorsements evidencing the insurance coverage specified above 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 DOCUMENTS. Copies of any and all reports, photographs, surveys, plans, and other data and documents provided or created in connection with this Agreement shall be made available to COUNTY at no cost.
- 9.2 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. MUNICIPALITY shall not unlawfully discriminate against any person in its decisions regarding the

delivery of services, in its operations and activities, or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. 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 prevent discrimination in employment against disabled persons.

- 9.3 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.
- 9.4 THIRD PARTY BENEFICIARIES. Neither MUNICIPALITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge 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.
- 9.5 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. Notwithstanding the Termination provision of this Agreement, 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.
- 9.6 MATERIALITY AND WAIVER OF BREACH. COUNTY and MUNICIPALITY agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and 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.
- 9.7 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.
- 9.8 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 MUNICIPALITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.
- 9.9 JOINT PREPARATION. The Parties and their counsel have participated fully in the drafting 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.
- 9.10 INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.
- 9.11 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.
- 9.12 LAW, 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 acknowledge 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. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

- 9.13 **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.
- 9.14 **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. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
- 9.15 **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.
- 9.16 **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.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: 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 \_\_\_\_\_, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

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

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

Insurance requirements  
approved by Broward County  
Risk Management Division

By Colleen Pounall 01/19/18  
Signature (Date)  
Colleen Pounall Risk Analyst  
Print Name and Title above

By Maya A. Moore 1/22/18  
Maya A. Moore (Date)  
Assistant County Attorney  
Michael J. Kerr 1/22/18  
Michael J. Kerr (Date)  
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF MIRAMAR FOR  
TRAFFICWAY ILLUMINATION FOR MIRAMAR PARKWAY FROM SW 68<sup>th</sup> AVENUE  
TO SW 64<sup>th</sup> AVENUE.

MUNICIPALITY

CITY OF MIRAMAR, FLORIDA,

By:   
Kathleen Woods-Richardson, City Manager

*BW*

Date: 1/17/2018

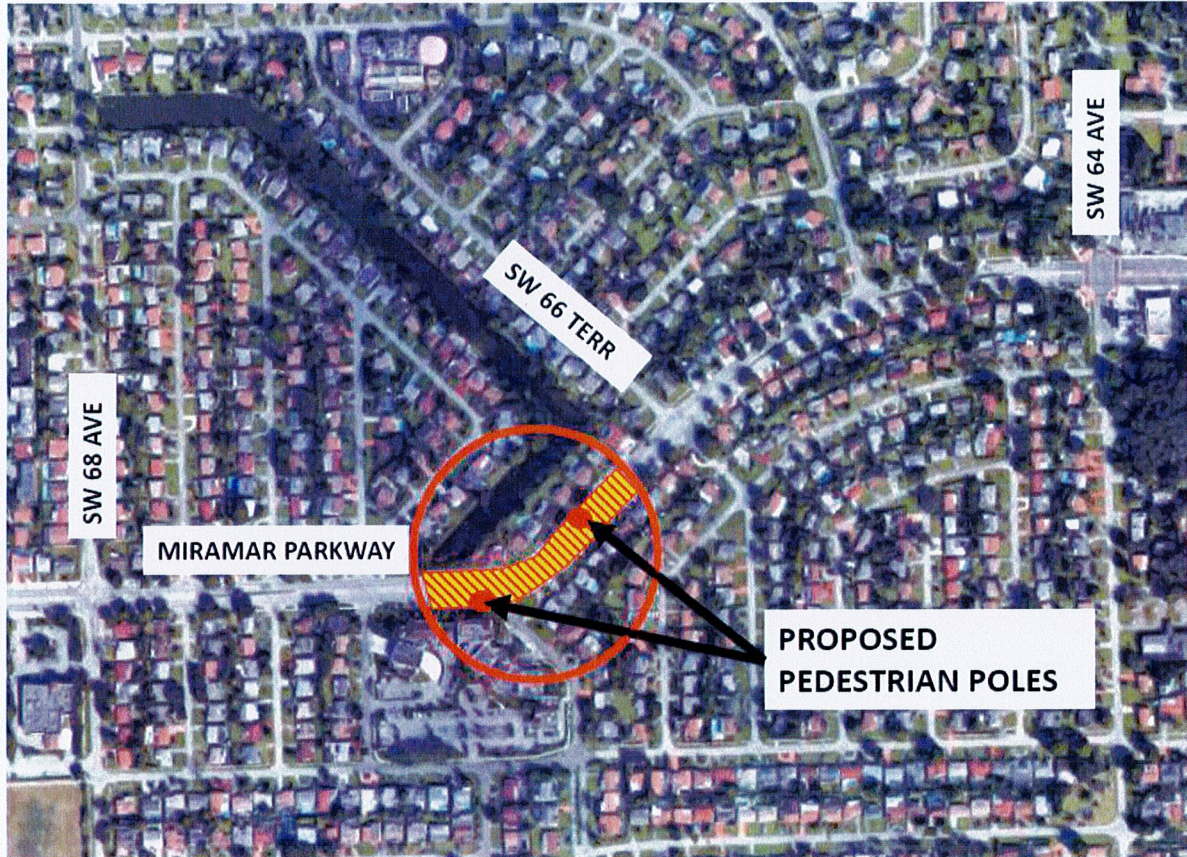
ATTEST:

  
Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency  
for the use of and reliance by the City of  
Miramar only:

 AS  
City Attorney  
Weiss Serota Helfman  
Cole & Bierman, P.L.

## Exhibit "A"



### PROJECT DESCRIPTION:

Miramar Parkway at SW 67<sup>th</sup> Avenue

Trafficway Illumination for Miramar Parkway

EXHIBIT "A"

*The project involves constructing median and streetscape improvements, sidewalks, bike lanes, new ADA ramps, pedestrian level lighting, drainage improvements, landscaping, pavement marking and signage, re-construction of the roadway curve section at 6700 Miramar Parkway between SW 68<sup>th</sup> Avenue and SW 64<sup>th</sup> Avenue. All work is to occur within Broward County Right-of-Way from S W 68<sup>th</sup> Avenue to S.W 64<sup>th</sup> Avenue.*

All landscaping shall be properly installed, maintained, and fertilized in accordance with the Broward County Naturescape program and Florida Friendly Landscaping principles.

Broward County Naturescape program information can be found at:  
<http://www.broward.org/NaturalResources/NatureScape/Pages/Default.aspx>

Florida-Friendly Landscaping principles and information can be found at:  
<http://www.floridayards.org>

A full-size set of plans, together with a schedule for the maintenance thereof, are on file with the Broward County Highway Construction and Engineering Division under Project Reference No.170628001.

**EXHIBIT B  
Insurance Requirement, Municipality's Contractor**

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	\$ 500 k	\$ 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>  <input checked="" type="checkbox"/> <b>EMPLOYERS' LIABILITY</b>	Chapter 440 FS  (each accident)	<b>STATUTORY</b>  \$ 100 k	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (E &amp; O)</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  <b>DED for WIND or WIND &amp; FLOOD not to exceed 5% of completed value</b>  CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		<b>Completed Value form</b>
<input type="checkbox"/> Installation floater Coverage must be "All Risk"; completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	\$10 k	<b>Completed Value form</b>
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES <b>MUNICIPALITY AND COUNTY ARE NAMED AS ADDITIONAL INSURED WITH RESPECTS TO CONTRACTOR'S GENERAL LIABILITY AND AUTO LIABILITY POLICIES</b> <b>REFERENCE: Trafficway Illumination – Miramar Parkway Streetscape from SW 68 Avenue to SW 64th Avenue</b>			
<b>CERTIFICATE HOLDER:</b>  <b>Broward County</b> 115 South Andrews Avenue Fort Lauderdale, FL 33301			