

**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF POMPANO BEACH
FOR IMPROVEMENTS TO THE INTERSECTION OF DR MARTIN LUTHER KING,
JR. BOULEVARD AND NW 27 AVENUE**

This agreement ("Agreement") between Broward County ("County"), a political subdivision of the State of Florida, and City of Pompano Beach ("City"), a municipal corporation organized and existing under the laws of the State of Florida (collectively, the "Parties"), is entered into and effective as of the date this Agreement is fully executed by the Parties ("Effective Date").

RECITALS

A. As part of a capital improvement project, City has designed and desires to construct a new traffic signal system ("Improvements"), as more particularly described in Exhibit A, at the intersection of Dr. Martin Luther King, Jr. Boulevard and NW 27 Avenue ("Intersection").

B. City owns and controls the Intersection's right-of-way depicted on Exhibit B.

C. The Parties want County to fund City's design and construction the Improvements in accordance with Article 2 of this Agreement, in furtherance of their mutual best interests.

D. City desires to enter into its own contract for the construction of the Improvements with DP Development of the Treasure Coast, LLC, currently under open-end contract number PNC2117271B1 with the County.

E. City, through formal action of its governing body taken on the 26 day of March, 2019, has accepted responsibility for the design and construction of the Improvements at the Intersection.

F. City has authorized the appropriate City officials to execute this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Board: The Board of County Commissioners of Broward County, Florida.

1.2 Contract Administrator: The Director of the County's Traffic Engineering Division, or designee.

1.3 County Administrator: The administrative head of County appointed by the Board.

1.4 County Attorney: The chief legal counsel for County appointed by the Board.

1.5 Final Completion: That date, as determined by Contract Administrator, in his/her sole discretion, on which the work has received from County a passing field inspection verifying that

the Improvements have been completed in compliance with the Manual on Uniform Traffic Control Devices, that all conditions of permits and regulatory agencies have been satisfied, and that the Improvements can be used in all respects for their intended purpose.

ARTICLE 2. SCOPE OF PARTICIPATION AND COSTS

2.1 The estimated cost for the design and construction of the Improvements is Six Hundred Three Thousand Five Hundred Seventy Dollars (\$603,570). As of February 26, 2019, City has incurred One Hundred Twenty-two Thousand Eight Hundred Ninety Dollars (\$122,890) for design costs. County and City will participate in the design and construction of the Improvements in the manner set forth below.

2.2 County shall:

2.2.1 Pay City its actual costs up to a maximum amount not-to-exceed of Six Hundred Three Thousand Five Hundred Seventy Dollars (\$603,570) ("County's Commitment") for the design and construction of the Improvements, within forty-five (45) days after receipt of City's final invoice, so long as City's final invoice includes all supporting documentation of dollars expended for the design and construction of the Improvements. Included within County's Commitment are actual costs for design, construction, construction engineering and inspection, post design services, field surveying, preparation of as-built plans services, and materials sampling and testing.

2.2.2 Once construction of the Improvements has been accepted by County, County will provide ongoing maintenance of the Improvements.

2.2.3 Have no further obligation except as otherwise specifically set forth herein.

2.3 City shall:

2.3.1 Pay any actual costs of the Improvements in excess of County's Commitment specified in paragraph 2.2.1 above.

2.3.2 Submit a full set of plans for the design and construction of the Improvements to the Broward County Traffic Engineering Division ("TED") at least thirty (30) days before scheduled commencement of the work and obtain written approval from the Contract Administrator before beginning construction of the Improvements.

2.3.3 Ensure that the Improvements are designed and constructed in accordance with the Manual on Uniform Traffic Control Devices, all applicable design and engineering standards, and in compliance with all federal, state, and local codes, laws, and regulations.

2.3.4 Obtain Final Completion within twelve (12) months of the Effective Date of this Agreement.

2.3.5 Upon Final Completion, submit as-built drawings for the construction of the Improvements to TED.

2.3.6 Upon Final Completion, submit a final invoice to County of all actual costs, including all supporting documentation of dollars expended for the design and construction of the Improvements. City shall not include in its final invoice, any amounts in excess of County's Commitment for the design and construction of the Improvements.

2.3.7 Require its construction contractor to provide a one (1) year warranty for the Improvements, protecting against defects in materials and work.

2.3.8 Accept ownership of the Improvements.

2.4 The Parties agree and understand that the Improvements must not be moved or relocated without the express prior written consent of the Contract Administrator.

ARTICLE 3. TERM AND TERMINATION

3.1 The term of this Agreement begins on the Effective Date and continues until terminated in accordance with the provisions of this Article.

3.2 This Agreement may be terminated for cause by County if City fails to perform any of its obligations under Article 2 above and has not corrected the breach within ten (10) days after receipt of written notice identifying the breach.

3.3 This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health or safety.

3.4 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health or safety, may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

ARTICLE 4. 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 acknowledgement of delivery, together with a contemporaneous copy via e-mail, to the addresses listed below and will be effective upon mailing or hand deliver (provided the contemporaneous email is also sent). The addresses for notice will remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Article.

FOR COUNTY:

Andrew Sebo, Director
Broward County Traffic Engineering Division
2300 W Commercial Boulevard
Fort Lauderdale, Florida 33309
Email address: asebo@broward.org

FOR CITY:

Greg Harrison, City Manager
City of Pompano Beach
100 W. Atlantic Boulevard
Pompano Beach, FL 33060
Email address: Greg.Harrison@copbfl.com

ARTICLE 5. INDEMNIFICATION

5.1 County and City are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the acts and omissions of their respective 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 in this Agreement shall be construed as consent by County or City to be sued by third parties in any matter arising out of this Agreement or any other contract.

5.2 If City contracts with a third party to construct the Improvements, any contract with such third party shall include the following provisions:

5.2.1 Third party shall indemnify, hold harmless County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of third party, its current or former employees, officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. If any Claim is brought against an Indemnified Party, third party shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County Attorney's option, pay for an attorney selected by the County Attorney to defend Indemnified Party.

5.3 The obligations of this Article shall survive the expiration, termination upon completion of the Improvements, or earlier termination of this Agreement.

ARTICLE 6. INSURANCE

6.1 City shall provide Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement. City maintains a risk management program in accordance with Section 768.28, Florida Statutes, which includes a program of self-insured and insured coverage for all workers compensation, general and automobile liability exposures.

6.2 If City contracts with a third party to perform the work set forth herein, any contract with such third party shall include, at a minimum, the following provisions:

6.2.1 Insurance: City's contractor shall keep and maintain, at the contractor's sole expense, insurance of the types and minimum amounts described in Exhibit C for the cost of funding the Improvements 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 Insurance policy.

6.2.2 City's contractor shall furnish the Contract Administrator with Certificates of Insurance or Endorsements evidencing the insurance coverages specified by this section prior to beginning the performance of work under this Agreement.

6.2.3 Coverage is not to cease and is to remain in effect until all performance required of City's contractor is completed. If any of the insurance coverage will expire prior to the completion and final acceptance of the Improvements, proof of insurance renewal shall be provided to County prior to the policy's expiration.

ARTICLE 7. MISCELLANEOUS

7.1 Documents. Copies of any and all reports, photographs, surveys, plans, as-built drawings, and other data and documents provided or created in connection with this Agreement must be provided to County at no cost upon request.

7.2 Nondiscrimination. 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.

7.3 Independent Contractor. City is an independent contractor under this Agreement, and nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relation between the Parties, unless expressly, and only to the extent, stated otherwise in this Agreement. In providing services under this Agreement, neither City nor its agents shall act as officers, employees, or agents of County. City does not have the right to bind County to any obligations not expressly undertaken by County under this Agreement.

7.4 Third Party Beneficiaries. Neither City 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 will be entitled to assert a right or claim against either of them based upon this Agreement.

7.5 Assignment and Performance. Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by City or County without the prior written consent of the other party. City represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. City agrees that all services under this Agreement will be performed in a skillful and respectful manner, and that the quality of all such services will equal or exceed prevailing industry standards for the provision of such services.

7.6 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term of this Agreement. City or County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of that party.

7.7 Compliance with Laws. City and County will comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations under this Agreement.

7.8 Joint Preparation. This Agreement has been jointly prepared by the Parties, and must not be construed more strictly against either party.

7.9 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes 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.

7.10 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 7 of this Agreement, the provision contained in Articles 1 through 7 will prevail and be given effect.

7.11 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will 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, will 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, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

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

7.13 Entire Agreement. This Agreement embodies the entire agreement between the Parties. It may not be modified or terminated except as provided in this Agreement. If any provision is invalid, it will be considered deleted from this Agreement, and such deletion will not invalidate the remaining provisions.

7.14 Incorporation by Reference. The attached Exhibits A, B, and C are incorporated into and made a part of this Agreement.

7.15 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.

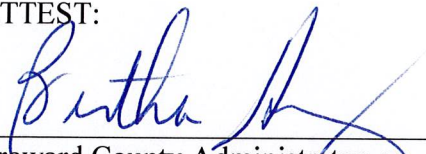
7.16 Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

[THIS SECTION IS INTENTIONALLY LEFT BLANK]

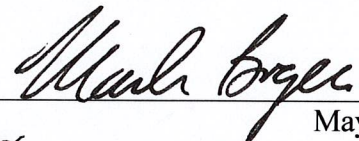
IN WITNESS WHEREOF, the parties have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 28 day of March, 2019, and City of Pompano Beach, signing by and through its _____ Mayor _____, duly authorized to execute same.

COUNTY

ATTEST:

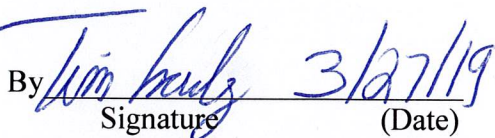

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

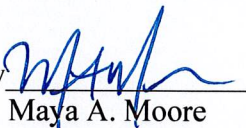

BROWARD COUNTY, by and through
its Board of County Commissioners

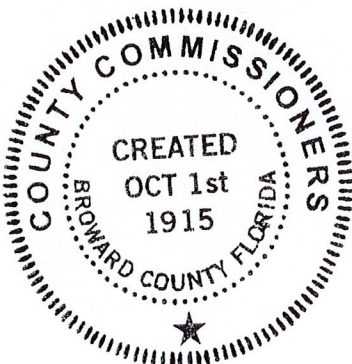
By  Mayor
28 day of March, 2019

Insurance requirements
approved by Broward County
Risk Management Division

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

By  3/27/19
Signature (Date)
Tim Frady Property Specialist
Print Name and Title above

By  3/27/19
Maya A. Moore (Date)
Assistant County Attorney
 3/27/19
Michael J. Kerr (Date)
Deputy County Attorney

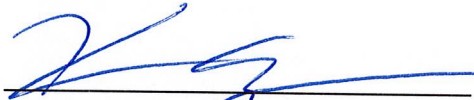


AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF POMPANO BEACH FOR
IMPROVEMENTS TO THE INTERSECTION OF DR MARTIN LUTHER KING, JR.
BOULEVARD AND NW 27 AVENUE

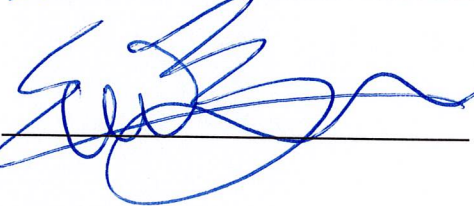
CITY

Witnesses:

CITY OF POMPANO BEACH

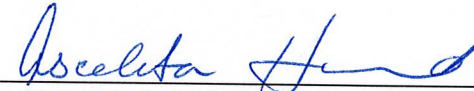


By: 
REX HARDIN, MAYOR



By: 
GREGORY P. HARRISON, CITY MANAGER

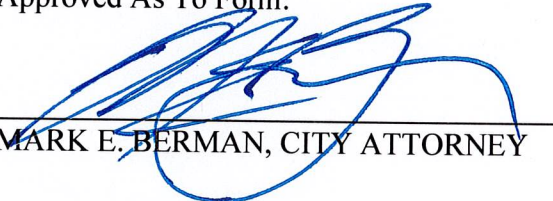
Attest:



ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

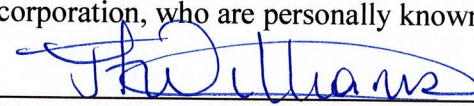


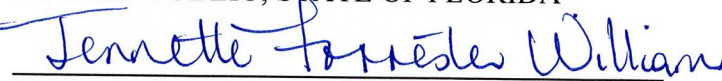
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27 day of March, 2019 by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:


NOTARY PUBLIC, STATE OF FLORIDA


(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



EXHIBIT A

DETAIL OF SIGNS

NW 27 Ave

(A)

SINGLE-SIDED INTERNALLY ILLUMINATED SIGN RIGIDLY MOUNTED
SEE GUIDESIGN WORKSHEET T-10
2 EA 700-5-21

Dr M L King Jr Boulevard

(B)

DOUBLE-SIDED INTERNALLY ILLUMINATED SIGN FREE SWINGING MOUNTED PER INDEX 17748 (INCLUDES CANTILEVER ARM)
SEE GUIDESIGN WORKSHEET T-10
1 EA 700-5-22

DETAIL OF SIGNAL HEADS

5-SECT., 1-WAY
2 AS
650-1-18

3-SECT., 1-WAY
5 AS
650-1-14

3-SECT., 1-WAY
2 AS
650-1-14

TO BE MOUNTED ON ALUMINUM PEDESTAL AT 12' FROM THE GROUND (SEE DETAILS ON SHEET T-13)

TO BE MOUNTED ON VERTICAL UPRIGHT OF POLE (D) FACING EB TRAFFIC AT 12' FROM THE GROUND

PED. SIGNAL COUNT-DOWN 1-SECT., 1-WAY
2 AS
653-1-11

PED. SIGNAL COUNT-DOWN 1-SECT., 2-WAY
2 AS
653-1-12

SIGNAL TIMING

CONTROLLER TIMINGS								
CONTROLLER PHASING TIMING FUNCTION NUMBER	1	2	3	4	5	6	7	8
FACE NUMBER	1	2	-	4	5	6	-	8
DIRECTION	EBL	WB	-	NB	WBL	EB	-	SB
INITIAL GREEN	4	12	-	6	4	12	-	6
VEHICLE EXT. GAP	1.5	3.0	-	2.0	1.5	3.0	-	2.0
MAXIMUM GREEN	10	45	-	20	10	45	-	20
MAX 2	-	-	-	-	-	-	-	-
YELLOW CLEARANCE	4.0	4.0	-	4.0	4.0	4.0	-	4.0
ALL RED CLEARANCE	2.0	2.0	-	2.0	2.0	2.0	-	2.0
WALK	-	7	-	7	-	7	-	-
PED CLEARANCE	-	16	-	30	-	16	-	-
FLASH OPERATION	-	YELLOW	-	RED	-	YELLOW	-	RED
PERMISSIVE	5-SEC	-	-	-	5-SEC	-	-	-

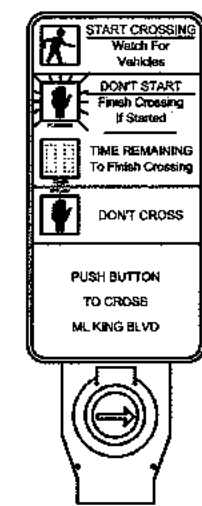
VIDEO DETECTION ASSIGNMENTS

VIDEO DETECTION UNIT #	ASSIGN TO MOVEMENT	ZONE
V1	2	OD-2
	5	OD-5
V2	1	OD-1
	6	OD-6
V3	4	OD-4
V4	8	OD-8

LEGEND

- PEDESTRIAN ALUMINUM SIGNAL POLE WITH LED COUNTDOWN
- PUSH BUTTON
- STANDARD PULL BOX
- VIDEO DETECTOR CAMERA
- PROPOSED CONDUIT
- INTERNALLY ILLUMINATED STREET NAME SIGN
- 3 SECTION VERTICAL SIGNAL HEAD INSTALLED ON ALUMINUM/SIGNAL POLE
- 3 SECTION SIGNAL HEAD
- 5 SECTION SIGNAL HEAD
- 3 SECTION VERTICAL SIGNAL HEAD
- 6' X 60' VIDEO DETECTION ZONE
- 4' X 60' VIDEO DETECTION ZONE (ON BIKE LANE)

SIGNAL PEDESTRIAN DETAILS



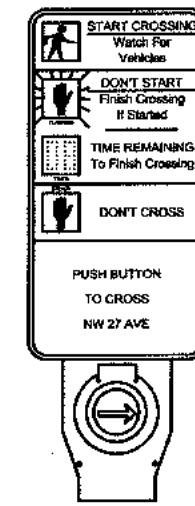
FTP-68B-06 9" X 18" 1 EA

AUDIBLE/TACTILE PEDESTRIAN DETECTOR & SIGN SHALL BE INCLUDED IN 665-1-12



FTP-68B-06 9" X 18" 1 EA

AUDIBLE/TACTILE PEDESTRIAN DETECTOR & SIGN SHALL BE INCLUDED IN 665-1-12



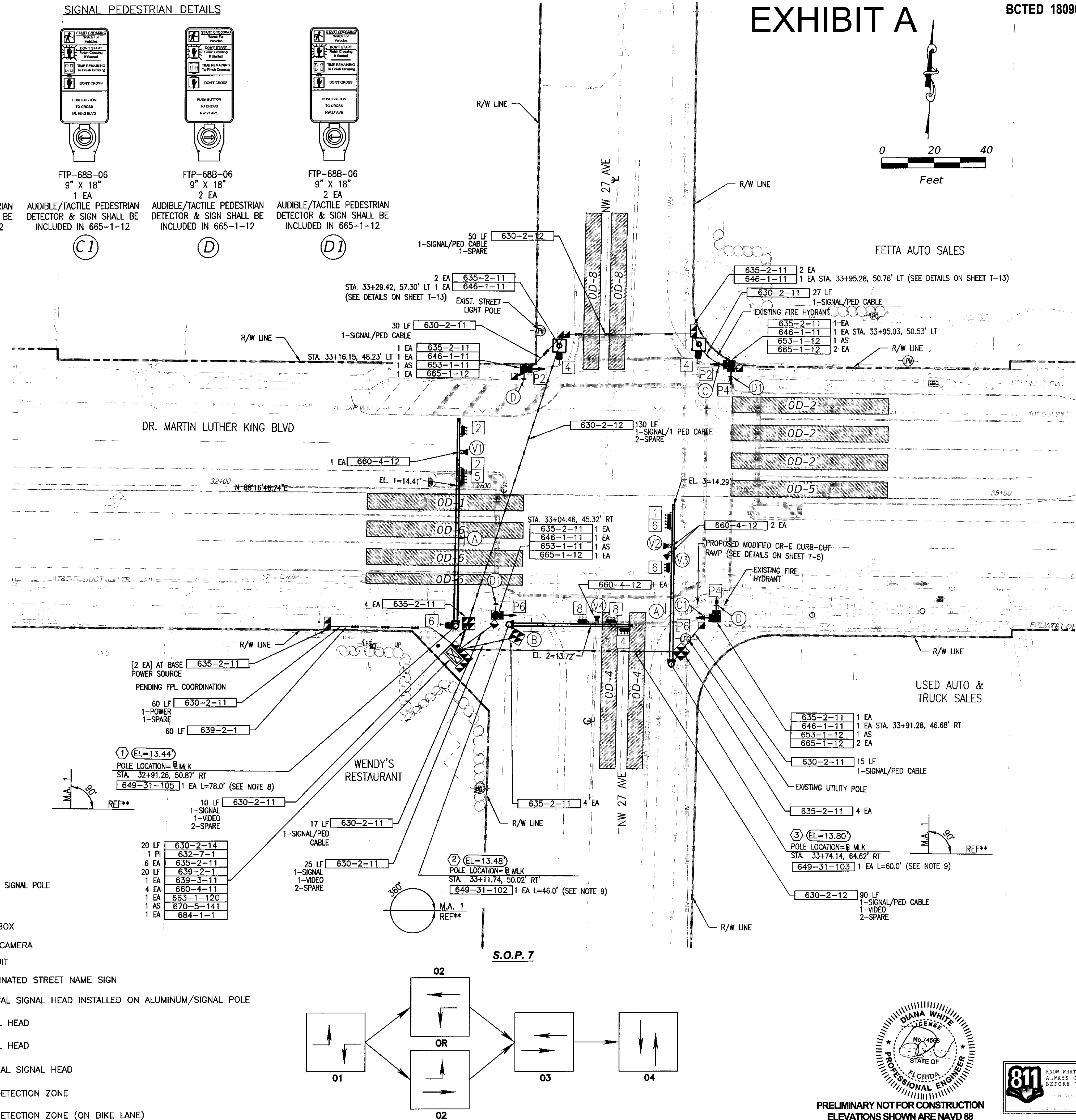
FTP-68B-06 9" X 18" 2 EA

AUDIBLE/TACTILE PEDESTRIAN DETECTOR & SIGN SHALL BE INCLUDED IN 665-1-12



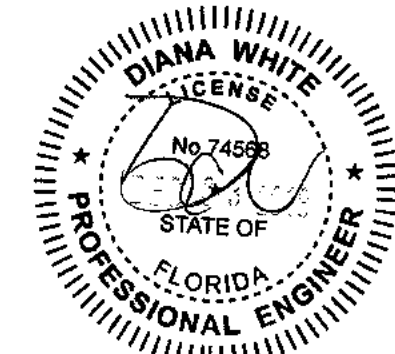
FTP-68B-06 9" X 18" 2 EA

AUDIBLE/TACTILE PEDESTRIAN DETECTOR & SIGN SHALL BE INCLUDED IN 665-1-12



GENERAL NOTES:

- MAJOR STREET IS MARTIN LUTHER KING BLVD AND MINOR STREET IS NW 27 AVE.
- POSTED SPEEDS ARE AS FOLLOWS:
- MARTIN LUTHER KING JR. BLVD IS 30 MPH
- NW 27 AVE IS 30 MPH
- ** REF LINE REPRESENT A LINE PARALLEL TO MLK BLVD WHICH PASSES THROUGH THE MAST ARM POLE AND FOUNDATION. THE ANGLE SHOWN IS MEASURED COUNTERCLOCKWISE AROUND THE CENTER OF THE MAST ARM POLE AND FOUNDATION FROM THE CENTERLINE OF THE MAST ARM.
- STATIONS AND OFFSETS ARE REFERENCED TO MLK BLVD, UNLESS OTHERWISE NOTED.
- VIDEO DETECTION ZONES SHALL BE APPROXIMATELY 60 FEET LONG PER LANE, INCLUDING 10 FEET BEYOND THE STOP BAR.
- A CELLULAR ROUTER WILL BE USED TO PROVIDE COMMUNICATIONS TO THE NEW CABINET. PROVIDE CRADLE POINT 1BR650LPE-SP ROUTER. PLEASE PROVIDE 48 HOURS NOTICE TO THE COMMUNICATIONS MANAGER AT TED BEFORE CONSTRUCTION BEGINS.
- CONTRACTOR NEEDS TO COORDINATE THE DE-ENERGIZING OF THE OVERHEAD LINES WITH FPL REPRESENTATIVE CHRISTINA KALE AT (954) 956-2047 FOR INSTALLATION OF THE MAST ARM ASSEMBLIES.
- DRILLED SHAFTS FOR STRUCTURES 1, 2 AND 3 ARE EXISTING. PROPOSED MAST ARMS SHALL BE INSTALLED ON EXISTING FOUNDATIONS.
- EXISTING CURB-CUT RAMPS AT NW, NE AND SW QUADRANTS ARE EXISTING TO REMAIN.
- TACTILE ARROW OF ACCESSIBLE PEDESTRIAN PUSH BUTTONS MUST ALIGN WITH THE DIRECTION OF CROSSWALK.



PRELIMINARY NOT FOR CONSTRUCTION
ELEVATIONS SHOWN ARE NAVD 88



DESIGNED	HS
CHECKED	DVR
ISSUED FOR	-
DATE	-



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 • Fax: 954.921.8807
Certificate of Authorization 514

**MARTIN LUTHER KING JR. BOULEVARD
ROAD IMPROVEMENTS**
CITY OF POMPANO BEACH BROWARD COUNTY FLORIDA

SIGNALIZATION PLAN

DIANA WHITE, P.E.
STATE OF FLORIDA PROFESSIONAL ENGINEER
LICENSE NO. 74598

SCALE AS SHOWN

REFERENCE NO.
BCTD 180904060
PURPOSE OF THIS SET
PERMITTING

SHEET:

T-7

7 OF 15 SHEETS

BROWARD COUNTY FLORIDA

PROJECT LOCATION

MLK BLVD

NW 27 AVE



NOTES:

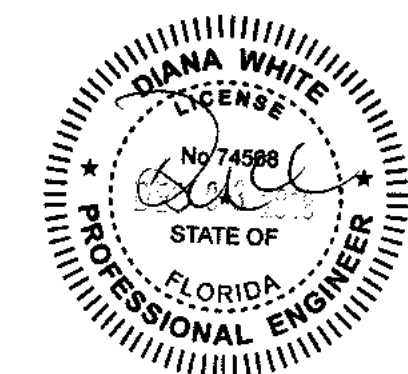
- 
- pompano
beach**
Florida's Warmest Welcome

CITY OFFICIALS

COMMISSIONERS:

MICHAEL SOBEL

GREG HARRISON



DIANA WHITE, P.E.
CALVIN, GIORDANO & ASSOCIATES INC.
1800 ELLER DRIVE
SUITE 600
FORT LAUDERDALE, FL 33316
PHONE: 954-921-7781 FAX: 954-921-8807

[illegible]

Exhibit C
INSURANCE REQUIREMENTS

Project: Martin Luther King Northwest 27th Avenue ILA Pompano Beach
Agency: Highway Construction Engineering Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	 \$1,000,000 	 \$2,000,000
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	 \$1,000,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$1,000,000	
<input type="checkbox"/> LIQUOR LIABILITY <i>*May be waived if no alcoholic beverages served from Concession stand.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Each Accident		
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$1,000,000 2 Years \$50,000	
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood): *Maximum Deductible:	Not to exceed 5% of completed value \$10 k	Completed Value
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301



Digitally signed by TIMOTHY CROWLEY
DN: cn=ty, dc=broward, dc=bc,
ou=Organization, ou=BCC, ou=RM, ou=Users,
c=TIMOTHY CROWLEY
Date: 2019.02.12 11:06:54 -0500

Risk Management Division