

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: October 15, 2025

Presenter's Name and Title: Salvador Zuniga, City Engineer, on behalf of Engineering and Strategic Development.

Prepared By: DuSean Grant, Senior Project Engineer, Brenda Martin, Senior Contracts Administration Manager

Temp. Reso. Number: R8493

Item Description: Temp. Reso. #R8493 APPROVING THE FINAL RANKING AND AWARD OF FDOT-REQUEST FOR QUALIFICATIONS NO. 25-04-21, ENTITLED: "CONTRACT ADMINISTRATION SERVICES FOR THE MIRAMAR COMPLETE STREETS PHASE III – FM 443945.1 (CEI SERVICES)" TO THE MOST QUALIFIED RESPONSIVE AND RESPONSIBLE PROPOSER, HBC ENGINEERING COMPANY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH HBC ENGINEERING COMPANY FOR THE PROVISION OF SERVICES IN AN AMOUNT NOT-TO-EXCEED \$287,829.20 (City Engineer, Salvador Zuniga)

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: Agreement to be signed on the Dais.

Public Notice – As Required by the Sec. _____ of the City Code and/or Sec. _____, Florida Statutes, public notice for this item was provided as follows: on _____, in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____. (Fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____ Florida Statutes, approval of this item requires a _____ (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding in the amount of \$287,829.20 will be available in the City's Capital Improvement Program (CIP) Project No. 52109 – Miramar Complete Streets Phase III, GL Account Nos. 393-55-901-541-000-606510-52109 CIP-Construction (\$287,829.20).

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8493**
 - **Exhibit A:** Proposed Professional Services Agreement with HBC Engineering Company with Exhibit to Agreement
- **Attachment(s)**
 - **Attachment 1:** Location Map



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Salvador Zuniga, City Engineer

DATE: October 9, 2025

RE: Temp. Reso. No. 8493 approving the final ranking and award of FDOT-Request for Qualifications No. 25-04-21 to the most qualified responsive and responsible proposer, HBC Engineering Company in an amount not-to-exceed \$287,829.20

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8493, approving the final ranking and award of FDOT-Request for Qualifications No. 25-04-21, entitled: "Contract Administration Services for The Miramar Complete Streets Phase III – FM 443945.1 (CEI Services)" (the "RFQ") to the most qualified responsive and responsible proposer whose proposal is most advantageous to the City, HBC Engineering Company (the "Consultant"); and authorizing the City Manager to execute the proposed Professional Services Agreement with the Consultant for the provision of services in an amount not-to-exceed \$287,829.20.

ISSUE: City Commission approval is required for expenditures exceeding \$75,000 in accordance with City Code Section 2-412 (a)(1).

BACKGROUND: The Miramar Complete Streets Phase III Project was awarded funding from the Broward Metropolitan Planning Organization (MPO) Complete Streets and other Localized Initiatives (CSLIP), for design and construction of the project. The funding was allocated in the Florida Department of Transportation (FDOT) work program under project no. FM 443945-1. Design was completed, and the project is ready for construction which includes Construction Engineering Inspections (CEI).

On April 24, 2025, the City's Procurement Department advertised the RFQ in a newspaper of general circulation, DemandStar, Broward County's Office of Economic and Small Business Development and Social Media. A pre-proposal conference was conducted on May 8, 2025 with participation from three firms. Three proposal were received on June 10, 2025, the date of the scheduled proposal submittal deadline.

On July 21, 2025, oral presentations were conducted with the three proposers, and the committee determined HBC Engineering Company as the highest evaluation scoring, most qualified responsive, responsible proposer whose proposal is most advantageous to the City.

The City and the Consultant have negotiated the fees for CEI services for the Project in an amount not-to-exceed \$287,829.20.

DISCUSSION The Miramar Complete Streets Phase III Project involves improvements at along several streets within the Historic Miramar area. Improvements include the construction of sidewalks, installation of pedestrian light poles and ADA compliant ramps throughout the area.

The project must be delivered via the FDOT's Local Agency Program (LAP) which is a reimbursement-based program. The City Commission approved Reso 21- 47 in support of the project and committing to fund upfront costs for Design, Construction and Construction Engineering and Inspection (CEI) services, to be reimbursed on a determined frequency pursuant to a LAP agreement for each corresponding phase.

ANALYSIS: FDOT will reimburse costs for eligible CEI items on a quarterly basis as per the LAP agreement. Pursuant to the LAP agreement, FDOT will reimburse the City up to a maximum amount of \$288,169 for CEI services. The City has allocated sufficient funds to upfront the cost of CEI in the Capital Improvement Program (CIP) Project No. 52109 – Miramar Complete Streets Phase III.

Temp. Reso. No. 8493
8/7/25
10/8/25

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE FINAL RANKING AND AWARD OF FDOT-REQUEST FOR QUALIFICATIONS NO. 25-04-21, ENTITLED: "CONTRACT ADMINISTRATION SERVICES FOR THE MIRAMAR COMPLETE STREETS PHASE III – FM 443945.1 (CEI SERVICES)" TO THE MOST QUALIFIED RESPONSIVE AND RESPONSIBLE PROPOSER, HBC ENGINEERING COMPANY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH HBC ENGINEERING COMPANY FOR THE PROVISION OF SERVICES, IN AN AMOUNT NOT-TO-EXCEED \$287,829.20; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is seeking Contract Administration Services in the form of Construction Engineering Inspections (CEI) during construction of the Miramar Complete Streets Phase III Project (the "Project"); and

WHEREAS, the Florida Department of Transportation ("FDOT") allocated CEI funds for the Project on their 5-year work program through FM 443945.1; and

WHEREAS, the City will deliver the Project in accordance with FDOT's Local Agency Program ("LAP"); and

WHEREAS, the City solicited the delivery of professional services in the form of CEI for the Project; and

Reso. No. _____

Temp. Reso. No. 8493
8/7/25
10/7/25

WHEREAS, on April 24, 2025, the City's Procurement Department advertised the FDOT-RFQ 25-04-21 ("RFQ") in a newspaper of general circulation, DemandStar, Broward County and social media; and

WHEREAS, a pre-proposal conference was conducted on May 8, 2025 where three firms participated; and

WHEREAS, three proposals were received on June 10, 2025, the date of the scheduled proposal submittal deadline; and

WHEREAS, on July 21, 2025, oral presentations were conducted with the three proposers, and the committee determined HBC Engineering Company ("Consultant") to be the highest evaluation scoring most qualified responsive, responsible proposer whose proposal is most advantageous to the City; and

WHEREAS, The City and the Consultant have negotiated the fees for Contract Administration Services for the Project in an amount not-to-exceed \$287,829.20; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City to approve and authorize the City Manager to execute the proposed Professional Services Agreement with HBC Engineering Company, in an amount not-to-exceed \$287,829.20, in the form attached hereto as Exhibit "A."

Temp. Reso. No. 8493
8/7/25
10/7/25

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the award of FDOT-RFQ No. 25-04-21, to HBC Engineering Company.

Section 3: That the City Manager is authorized to execute the proposed Professional Services Agreement with HBC Engineering Company, in an amount not-to-exceed \$287,829.20, in the form attached hereto as Exhibit “A”, together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5: That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 8493
8/7/25
10/7/25

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Maxwell B. Chambers

Commissioner Avril Cherasard

Vice Mayor Yvette Colbourne

Commissioner Carson Edwards

Mayor Wayne M. Messam

Voted



**AGREEMENT BETWEEN
THE CITY OF MIRAMAR, FLORIDA
AND
HBC ENGINEERING COMPANY
FOR CONSTRUCTION ADMINISTRATION SERVICES FOR
THE COMPLETE STREETS, PHASE III – FM 443945.1**

THIS AGREEMENT (“AGREEMENT”) is made effective on the last date of execution herein between the CITY OF MIRAMAR, FLORIDA (“City”), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025 and HBC ENGINEERING COMPANY (“Consultant”), a Florida Profit Corporation whose address is 9675 NW 117 Avenue, Medley, Florida 33178 .

WITNESSED:

WHEREAS, the City issued Request for Qualifications FDOT-LAP-RFQ 25-04-21, a Florida Department of Transportation (“FDOT”) funded project (“RFQ”) for Construction Administration Services for the Miramar Complete Streets, Phase III Project FM 443945.1 (“Work”, “Project” or “Services”); and

WHEREAS, Consultant was determined to be the highest most qualified evaluation scoring responsive, responsible Proposer; and

WHEREAS, Consultant and City have agreed upon a Scope of Services and fee for such Services, upon FDOT approval; and

WHEREAS, on _____, 2025, the Miramar City Commission adopted Resolution No. _____ and awarded the RFQ to Consultant, upon FDOT approval; and

WHEREAS, Consultant is willing and able to perform these Services for the City within the basic terms and conditions set forth in this Agreement; and

WHEREAS, City desires to engage Consultant to perform the Services specified herein under the terms of this Agreement.

NOW THEREFORE, the City and Consultant, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

ARTICLE 1 **DEFINITIONS**

Except as provided herein, terms used in this Agreement are defined in the RFQ, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the RFQ or in the General Terms and Conditions incorporated herein and made a part hereof. In the event of conflict, the definitions and all other terms and conditions contained in the RFQ shall govern.

ARTICLE 2 **SCOPE OF SERVICES**

2.1 The Consultant shall provide the City with the construction administration services described within Section 2, Scope of Services of the RFQ, construction documents and any and all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Exhibit "1"**.

ARTICLE 3 **CONSULTANT AND CITY'S RELATIONSHIP**

3.1 The Consultant accepts the relationship of trust and confidence established between it and the City by this Agreement. The Consultant represents that it will furnish its best skill and judgment in performing the Consultant's Services and the Work, and shall always act to further the interest of the City in the expeditious completion of the Project at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

3.2 By signing this Agreement, the Consultant accepts a fiduciary duty with the City and warrants and represents to the City that the Consultant:

- A.** Has all licenses and certifications required by applicable Law to perform the Consultant's Services and the Work;
- B.** Is experienced in all aspects of the Work required for projects similar to the Project;
- C.** Will act in the City's highest and best interest in performing the Consultant's Services and the Work; and
- D.** That no employee or affiliate of the Consultant, including all Subconsultants, Subcontractors and Suppliers (if any), at any tier, has been convicted of a public entity crime pursuant to Section §287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

3.3 The Consultant acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

ARTICLE 4 **TERM**

The term of this Agreement shall commence upon the last date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein. Term should not exceed 260 Calendar days, after issuance of the Notice to Proceed, absent executed amendment by both parties, and approval by FDOT.

ARTICLE 5 **CONSULTANT'S RESPONSIBILITIES**

51 Consultant agrees that it shall prepare and review plans and documents ensuring that such plans and documents conform with guidelines set forth in the City's Code and all other applicable Laws, ordinances and governmental rules, Regulations and orders, now or at any time during the term of this Agreement.

52 Consultant shall provide City with a detailed breakdown of its monthly bills, indicating each task performed and time allocated to each task.

53 Consultant acknowledges that all meetings relating to Work performed pursuant to this Agreement shall take place via teleconferences, webinars, City facilities, or any venue as agreed to by both parties.

54 Consultant agrees that its Services are to be performed within the limits prescribed by the City and represents that the standard of care for all Services

performed or furnished by Consultant under this Agreement, will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar conditions.

55 Consultant is prepared to begin Work on the Project immediately upon receipt of a copy of this fully executed Agreement. Consultant, in consultation with the City, shall perform its Work in such a manner as to comply with an agreed upon ProjectSchedule by both parties.

ARTICLE 6 **CITY'S RESPONSIBILITIES**

6.1 In exchange for the Services to be performed by Consultant, outlined herein and in **Exhibit "1"** of this Agreement, the City agrees to compensate the Consultant pursuant to the Services in the amount of Two Hundred Eighty-Seven Thousand Eight Hundred and Twenty - Nine Dollars and Twenty Cents (\$287,829.20).

6.2 Compensation shall be invoiced by Consultant and paid by the City as follows: Consultant shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Consultant during the previous billing period shall be due and payable as of the date of the invoice, and shall be paid by the City no later than the 30th Day after the date of invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

ARTICLE 7 **INDEMNIFICATION**

7.1 To the fullest extent permitted by Laws and Regulations, the Consultant shall indemnify, and hold harmless the City, FDOT, State of Florida, its current, past or future officers, directors, agents, and employees, against and from all claims, actions, damages and liability arising out of, relating to, or resulting from negligence or wrongful acts, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City, FDOT and State of Florida, to the extent and within the limitations of Section 768.28 Such indemnification by the Consultant shall include but not be limited to the following:

A. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Consultant, its employees, or agents;

B. Liability or claims arising directly or indirectly from the use or manufacture by the Consultant, its employees or agents in the performance of

this Agreement, of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;

C. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or FDOT or any other parties by the Consultant, its employees or agents;

D. Liabilities or claims arising directly or indirectly from the willful misconduct of the Consultant, its employees or agents; and

E. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Consultant.

7.2 The Consultant shall reimburse the City for any and all costs and expenses (including but not limited to fees and charges of Architects, attorneys, and other professionals and court costs) incurred by the City in enforcing the provisions of this indemnification.

7.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Consultant or any Subconsultant (if any) or other person or organization under workers' compensation Laws, disability benefit acts, or other employee benefit acts, or insurance coverage.

7.4 The Consultant acknowledges receipt and the adequacy of the specific consideration in the amount of \$100.00, which sum was included in the total negotiated Proposal Price and is included in the Proposal Price to be paid by City to the Consultant, as consideration for the indemnification given by the Consultant to the City.

7.5 The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by City and FDOT to indemnify Consultant for the negligent acts or omissions of the Consultant, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Consultant to indemnify the City and FDOT for the negligent acts or omissions of the City and FDOT, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

ARTICLE 8 **TERMINATION**

8.1 TERM OF AGREEMENT - This Agreement shall commence on the date that it is fully executed by all parties. Consultant shall begin Work promptly after receipt of a fully executed copy of this Agreement from City and complete the Project within the completion timeframes established in the Project Schedule as agreed to by the City and

Consultant. With respect to such schedule, performance shall be timely under this Agreement, and time is of the essence. However, the completion timeframes shall be extended for periods of delay resulting from strikes, natural disasters, and similar circumstances over which the Consultant has no control, if City approves such extensions in writing.

8.2 TERMINATION - For Convenience - This Agreement may be terminated by City for convenience upon 30 calendar Days' written notice to Consultant. In the event of termination by City, Consultant shall be paid for all authorized Services rendered to the date of such termination. The amount payable to Consultant in the event of such termination shall be a pro rata amount determined on the basis of the amount and value of the Work performed prior to Consultant's receipt of notice of termination for the applicable Work performed. In exchange for such payment, Consultant shall turn over to City all work product which has been paid for by City. Under no circumstances shall City make payment for Services that have not been performed.

8.3 TERMINATION - For Cause - This Agreement may be terminated by either party upon five calendar Days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event Consultant abandons this Agreement or causes it to be terminated by City, Consultant shall indemnify City against loss pertaining to this termination. In the event that City terminates the Agreement for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Article 8.2 and the provisions of Article 8.2 shall apply.

ARTICLE 9 **DEFAULT**

9.1 An event of default shall mean a breach of this Agreement by Consultant. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- A.** Consultant has not performed Services on a timely basis as agreed to by both parties;
- B.** Consultant has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- C.** Consultant has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services;

- D.** Consultant has become insolvent or has assigned the proceeds received for the benefit of Architect's creditors, or Architect has taken advantage of any insolvency statute or debtor/creditor law or, if Architect's affairs have been put in the hands of a receiver;
- E.** Consultant has failed to obtain the approval of City where required by this Agreement;
- F.** Consultant has failed in the honoring of any warranties; or
- G.** Consultant has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

9.2 In the event Consultant fails to comply with the provisions of this Agreement, City may declare Consultant in default, notify Consultant in writing, and give Consultant 15 calendar Days to cure the default. If Consultant fails to cure the default, compensation will only be due for any completed professional Services, minus any damages pursuant to Article 8.3. In the event payment has been made for such professional Services not completed, Consultant shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 8 above, and its right for damages under Article 9.3.

9.3 In the event of Default, Consultant shall be liable for all damages resulting from the default, including but not limited to:

- A.** Lost funding, and
- B.** The difference between the cost associated with procuring services and the amount actually expended by City, including procurement and administrative costs.

9.4 City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to City at Law or in equity.

ARTICLE 10

DELIVERY OF MATERIALS

101 Upon receipt of notice of termination under Articles 8 or 9 above, Consultant shall immediately deliver to City all Materials held or used by Consultant in connection with the Services except those Materials, if any, owned by Consultant or supplied by Consultant at Consultant's own cost. If, at the time of termination further sums are due Consultant, Consultant shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

102 Upon receipt of notice of termination for any reason, Consultant shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Consultant to perform. Consultant shall perform additional Services with the standard of care as stated in Article 5 above.

ARTICLE 11

CONTRACT DOCUMENTS

111 The Contract Documents which comprise the entire agreement between City and Consultant concerning the Work consist of this Agreement, including amendments hereto and the following:

- All Change Orders (if any) which may be delivered or issued after the Effective Date of this Agreement;
- All Addenda;
- Consultant's Proposal;
- Solicitation or RFQ, General Provisions;
- General Conditions;
- Technical Specifications;
- Referenced Standard Specifications; and
- Drawings.

112 There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order (if any) as provided in the General Conditions. In the event of any conflict between this Agreement and any other of the Contract Documents, this Agreement and amendments shall govern first and then the other Contract Documents in the order listed above.

ARTICLE 12

ASSIGNMENT

No assignment by the Consultant of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent and approval of FDOT and the City, which may be withheld for any reason.

ARTICLE 13

APPLICABLE LAW: ACCIDENT PREVENTION AND REGULATIONS

Consultant shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Consultant and all Subconsultants (if any) shall conform to all OSHA, federal, state, county and City Regulations while performing under this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Consultant.

ARTICLE 14

AUDIT AND INSPECTION RIGHTS

141 The City may, at reasonable times and for a period of up to five years following the date of Final Completion, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Agreement. Consultant agrees to maintain all such books and records at its principal place of business for a period of five years after final payment is made under this Agreement.

142 The City may, at reasonable times during the term hereof, inspect Consultant's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Consultant under this Agreement conform to the terms hereof and/or the terms of this Agreement. Consultant shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to and made in accordance with all applicable Laws, including but not limited to the provisions of the City Code and Chapter 20.055(5), Florida Statutes, as same may be amended or supplemented from time to time.

143 The City may, as deemed necessary, require from the Consultant support and/or documentation for any submission. Upon execution of the Agreement, the Consultant agrees that the City shall have unrestricted access during normal working hours to all Consultant's records relating to this Project, including hard copy as well as electronic records, for a period of five years after Final Completion.

144 In accordance with Section 20.055(5) F.S., It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Beginning July 1, 2015, each contract, bid, proposal, and application or solicitation for a contract shall contain a statement that the corporation, partnership, or person understands and will comply with this subsection.

ARTICLE 15

SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

ARTICLE 16

PUBLIC RECORDS

16.1 The Consultant shall comply with The Florida Public Records Act as follows:

1611 Keep and maintain public records in the Consultant's possession or control in connection with the Consultant's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.

1612 Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

1613 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement until the records are transferred to the City.

1614 Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Consultant shall be delivered by the Consultant to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

1615 The Consultant's failure or refusal to comply with the provisions of

this Section shall result in the immediate termination of this Agreement by the City.

1616 IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

ARTICLE 17

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

171 Consultant understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Consultant agrees to comply with and observe all applicable Laws, codes and ordinances as they may be amended from time to time.

172 Consultant agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Consultant also agrees that it shall not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

173 The knowing employment by Consultant or its Subcontractors or Subconsultants of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

ARTICLE 18

INSURANCE

181 Consultant, as the Prime, shall furnish to the City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025, before the commencement of Work, certificates of insurance and all required endorsements that indicate the insurance coverage has been obtained and meets the requirements set forth in the General Conditions and the following:

- Commercial General Liability:

\$1,000,000 each occurrence, \$2,000,000 general aggregate;

Professional Liability: \$1,000,000;

- Products and Complete Operations Aggregate: \$2,000,000;
- Personal Injury and Advertising Injury: \$1,000,000;
- Bodily Injury, \$1,000,000 each person, \$1,000,000 each occurrence;
- Property Damage, \$500,000 each occurrence or combined single limit of \$1,000,000 each occurrence;
- Automobile Liability: \$1,000,000 combined single limit per accident;
- Workers Compensation and Employers Liability: \$1,000,000 each accident, \$1,000,000 each employee for injury by disease, \$1,000,000 aggregate for injury by disease.

182 The City and FDOT shall be named as the certificate holder and an Additional Insured on all certificates. All liability insurance policies shall have endorsements adding the City and FDOT as an Additional Insured, a waiver of subrogation in favor of the City and FDOT and a separate endorsement for automobile liability. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Consultant's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

ARTICLE 19

INDEPENDENT CONTRACTOR

Consultant has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Consultant shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees of the City. Consultant further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the City under this Agreement.

ARTICLE 20

NONDISCRIMINATION

Consultant represents and warrants to the City that Consultant does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Consultant further covenants that no otherwise

qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

ARTICLE 21

COSTS AND ATTORNEY FEES

If either City or Consultant is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

SECTION 22

CONFLICT-OF-INTEREST

221 To avoid any conflicts of interest, or any appearance thereof, Consultant, for the term of this Agreement, agrees that it will not represent any private sector entities (including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the City of the services to be performed. If after such notification the City reasonably determines that a material conflict exists, Consultant will not perform such conflicting Work. The conditions and requirements of this paragraph will also apply to any Subconsultants utilized by Consultant in completion of the Work tasks under this Agreement.

222 Furthermore, Consultant covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, direct or indirect, with Consultants or vendors providing professional services on projects assigned to Consultant, except as fully disclosed and approved by the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Consultant or its employees must be disclosed in writing to the City.

ARTICLE 23

COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

ARTICLE 24

WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

ARTICLE 25

BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE 26

NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by Electronic Mail Transmittal, hand-delivery, by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONSULTANT:

ATTN: Adebayo Coker, PE
President
HBC Engineering Company
9675 NW 117th Avenue
Medley, FL 33178
Telephone: 305 – 232 7932
Email: acoker@hbcengineeringco.com

TO THE CITY OF MIRAMAR:

ATTN: Dr. Roy Virgin,
City Manager
CITY OF MIRAMAR
2300 Civic Center Place Miramar, Florida 33025
Telephone: (954) 602-3120
Fax: (954) 602-3672
Email: rvirgin@miramarfl.gov

WITH A COPY TO:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC 401 NW 7th Avenue
Fort Lauderdale, FL 33311
Telephone: (954) 768-9770
Email: miramarcityattorney@apnwplaw.com

ARTICLE 27
CITY'S OWN FORCES

27.1 The City reserves the right to perform operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the Consultant's responsibilities under this Agreement.

27.2 The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the Contract. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Consultant's expense. Failure to reject Defective Work and/or Materials, whether from lack of discovery of such defect or for any other reason, will not relieve the Consultant from responsibility to complete the Work in full compliance with all Contract requirements and shall in no way prevent later rejection of such Defective Work when discovered.

ARTICLE 28
LIMITATION OF LIABILITY

28.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an

alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the fee paid to Consultant herein, less any sums paid by the City. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Consultant herein, less any sums paid by the City.

282 Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant agrees that the City shall not be liable to Consultant for damages in an amount in excess of the fee paid to the Consultant herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section §768.28, Florida Statutes.

283 In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

ARTICLE 29

NON-SOLICITATION

Consultant represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 30

THIRD PARTY BENEFICIARY

It is specifically agreed between the City and Consultant executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 31
WARRANTY AND GUARANTEE

Consultant warrants that its Services are to be performed within the limits prescribed by City and with the usual thoroughness and competence of Consultant's profession. Consultant shall be responsible for technically deficient designs, reports or studies due to errors and omissions directly related to the Services provided by Consultant pursuant to this Agreement for four years after the date of acceptance of the Services by City. Consultant shall, upon the request of City, promptly correct or replace all Defective Work due to errors or omissions directly related to the Services provided by Consultant pursuant to this Agreement at no cost to the City.

ARTICLE 32
VENUE AND JURISDICTION

This Agreement shall be construed and enforced according to the Laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Agreement. Venue for any action arising out of this Agreement shall be in Broward County, Florida.

ARTICLE 33
HEADINGS AND INTERPRETATION

Title and paragraph headings are for convenience only and are not a part of this Agreement. Consultant has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

ARTICLE 34
SEVERABILITY

341 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

342 City and Consultant each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all Contract Documents.

ARTICLE 35

REAFFIRMATION OF REPRESENTATIONS

Consultant reaffirms all of the representations contained in the Solicitation documents and previously made in all Contract Documents.

ARTICLE 36

SCRUTINIZED COMPANIES

36.1 Consultant certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant or its subconsultants are found to have submitted a false certification; or if the Consultant, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

36.2 If this Agreement is for more than one million dollars, the Consultant certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant, its affiliates, or its subconsultants are found to have submitted a false certification; or if the Consultant, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

36.3 The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

36.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 37

CERTIFICATE OF COMPETENCY

Consultant shall, at the time of executing this Agreement, hold a valid certificate of competency or applicable license for providing the Services, if applicable, issued by the federal, state, or county examining board qualifying the Consultant to perform the Work. If a Subcontractor(s) or Subconsultant(s) is employed, an applicable certificate of competency or license issued to the Subcontractor(s) or Subconsultant(s) shall be submitted along with Consultant's certificate or license upon execution of this

Agreement; provided, however, that the City may, at its sole option, upon written approval to Consultant, and in its best interest, allow Consultant to supply the certificate(s) to the City during the first week of Work or Services.

ARTICLE 38

OWNERSHIP OF DOCUMENTS

38.1 Unless otherwise provided by law, any and all original construction drawings, line drawings and specifications reports, computer disks, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Consultant shall be withheld until all documents are received as provided herein. Copies of all drawings and specifications (both in electronic form, clearly marked as copies, and in the form of reproducible hard copies) shall be furnished to the City, along with copies (or originals to the extent permitted by the regulations of the Florida state authorities governing the practice of consultants) of any drafts, work papers, samples, prototypes, models, sketches, conceptual or schematic drawings, master plan documents, and other work product produced in connection with this Agreement or the Project which are the subject of this Agreement, regardless of the state of completion of the work, and regardless of the source (collectively, Consultant's "Work") that Consultant has retained in his possession.

38.2 All Consultant's Work other than one set of original construction drawings, line drawings, specifications, and prepared by the Consultant shall be the property of the City and may be used by the City as the City sees fit. The original physical drawings and specifications retained by the City may be used for occupying the Project, completing or modifying the Project, the building, the site for which they were prepared.

38.3 To the fullest extent permitted by Federal and Florida law, Consultant hereby transfers to the City and FDOT, for good and valuable consideration, all copyright, trademark, and patent rights regarding Consultant's scope of work performed on the Project. Prior to the commencement of any scope of work and also at the conclusion of the Project, Consultant agrees to sign any and all further documents deemed necessary by the City and FDOT to protect the copyright, trademark and patent rights being transferred to the City and FDOT that are related to the Consultant's scope of work performed on the Project.

38.4 In addition, to the fullest extent permitted by Federal and Florida law, Consultant agrees to require its sub-consultants, vendors, architects, engineers and other professional trades who perform services for the Project to transfer to the City and FDOT all of their copyright, trademark, and patent rights related to their scope of work performed on the Project. Prior to the commencement of any scope of work and also at the conclusion of the Project, Consultant agrees to have its sub-consultants, vendors, architects, engineers and other professional trades sign any and all further documents deemed necessary by the

City to protect the copyright, trademark and patent rights being transferred to the City that are related to their scope of work performed for the Project.

38.5 Consultant agrees not to share, reveal, or advertise any of the Work, or the concepts, themes or ideas reflected therein, with or to any third parties absent the City's prior written consent, and further agrees not to reuse same for any purpose without the City's and FDOT's prior written consent. Consultant expressly acknowledges that, to the extent the concepts and themes for a given Project were initially conceived by the City, they shall remain the property of the City, who may reuse them as it sees fit. Upon the completion or termination of Consultant's involvement on a given Project, any and all documents, information or use rights provided to the Consultant for purposes of or in connection with the Consultant's performance of this Agreement in connection with that Project, or otherwise related to the Project, shall be returned to the City, without Consultant retaining any copies except that Consultant retain copies of documents or information furnished by the City which were influential in Consultant's production of the Work, so long as the Consultant holds same in confidence and does not disseminate them or share them with any other third parties.

38.6 The City recognizes that Electronic Form Documents are not intended to be used for construction, are not Contract Documents under the terms of the Construction Contract, may be revised by others without the knowledge or consent of the Consultant, and, when plotted, may result in variances or corrupt other files of the user. The City agrees not to use the Electronic Form Documents for any purposes other than the Project for which they were prepared. Consultant will provide to the City only a working copy of the Electronic Form Documents. Said working copy of the Electronic Form Documents shall have removed from the electronic display, all indices of the Consultant's ownership, professional name, and/or involvement in the Project. Any use of any kind and/or changes to the Electronic Form Documents will be at the sole risk of the user and without liability, risk, or legal exposure to the Consultant.

38.7 All finished or unfinished documents, including but not limited to detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the City or furnished by Consultant pursuant to any Project Agreement shall become the property of the City, whether the Specific Project for which they are made is completed or not, and shall be delivered by Consultant to City within 10 calendar days after receipt of written notice requesting delivery of said documents. In no event shall the Consultant use or permit to be used any of the documents without the City's prior written authorization.

38.8 All subcontracts for the preparation of reports, studies, plans, drawings, specifications or other data entered into by the Consultant for this Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the City.

38.9 All final plans and documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida.

ARTICLE 39

E-VERIFY PROGRAM

In accordance with Florida Statutes §448.095, the Consultant, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Consultant may not subcontract any work for the City to any subconsultant that has not provided an affidavit stating that the subconsultant does not employ, contract with or subcontract with an unauthorized alien."

ARTICLE 40

ENTIRE AGREEMENT

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

CITY OF MIRAMAR:

By: _____
Dr. Roy L. Virgin,
City Manager

This _____ day of _____, 2025.

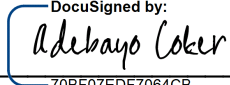
ATTEST:

Denise A. Gibbs, City Clerk

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

City Attorney
Austin Pamies Norris Weeks Powell, PLLC.

CONSULTANT:

By:  _____
DocuSigned by:
70BF07EDF7064CB...

Adebayo Coker

Print

President

Title

10/8/2025

Date

Corporate Seal

EXHIBIT "1"

October 2, 2025

Attention: DuSean Grant, PE
Senior Project Engineer / Engineering & Strategic Development
Procurement Department
2200 Civic Center Place
Miramar, FL 33025

**Reference: RFQ No. 25-04-21 Construction Engineering & Inspection Services
FDOT LAP Project FM No. 443945.1
Miramar Complete Streets Phase III**

Dear Mr. Grant:

We are pleased to submit this letter as confirmation of the services requested in connection with the construction engineering & inspection services for the Miramar Complete Streets Phase III – FDOT LAP RFQ # 25-04-21. This project is partially funded by the Local Agency Program (LAP) with oversight by the Florida Department of Transportation (FDOT). HBC Engineering shall be responsible for the entire and complete grant administration and compliance, reporting, interviewing, updating, etc., of the following FDOT LAP Grant for Miramar Complete Streets Phase III – FDOT LAP RFQ # 25-04-21.

This proposal outlines our understanding of the proposed scope of services, fees, and authorization procedures.

Regards,

HBC Engineering Company



Christopher Soto, PE, RSO
CEI Director / Senior Project Engineer

SCOPE OF SERVICES
CONTRACT ADMINISTRATION SERVICES FOR THE MIRAMAR
COMPLETE STREETS PHASE III – FM 443945.1 / FDOT LAP RFQ # 25-04-21
CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES

I. SCOPE OF SERVICES

1.1 PROJECT HISTORY AND BACKGROUND

The City is in receipt of Federal funding via the Broward Metropolitan Planning Organization's ("MPO") 2035 Long Range Transportation Plan ("LRTP"). The City has committed to administer and deliver the project under the Local Agency Program ("LAP").

1.2 SUMMARY OF WORK

The selected Proposer (hereinafter in this Scope referred to as Consultant) shall provide civil engineering and construction services for The proposed improvements include construction of sidewalks, ADA ramps at street intersections, and pedestrian level lighting along the following streets:

- | | |
|---|--|
| 1. SW 18th Street from SW 62nd Ave to SW 60th Terrace | 7. SW 23rd Street from SW 61st Ave to SR-7 |
| 2. SW 20th Street from SW 62nd Ave to SW 61st Ave | 8. SW 24th Street from SW 62nd Ave to SW 61st Ave |
| 3. SW 20th Court from SW 62nd Ave to SW 61st Ave | 9. SW 25th Street from SW 62nd Ave to SR-7 |
| 4. SW 22nd Street from SW 62nd Ave to SW 61st Ave | 10. SW 26th Street from SW 62nd Ave to SR-7 |
| 5. SW 22nd Court from SW 62nd Ave to SW 61st Ave | 11. SW 33rd Street from SW 62nd Ave to SR-7 |
| 6. SW 23rd Street from SW 62nd Ave to SW 61st Ave | 12. SW 40th Court from SW 62nd Ave to SR-7 |
| | 13. SW 61st Avenue from SW 19th Street to SW 25th Street |

The Consultant will provide Construction Engineering and Inspection (CEI) services in accordance with FDOT/LAP requirements and City policies, procedures, standards, and requirements for roadway, utility, drainage, accessibility, sidewalks, lighting, and landscape improvements. These are federally funded projects, and the selected Consultants shall be pre-qualified by the Florida Department of Transportation.

The Consultant shall take the following into consideration while performing their services:

Contract Administration Services for the Miramar
Complete Streets Phase III – FM 443945.1 / FDOT LAP RFQ # 25-04-21

The project is a Complete Streets initiative which will enhance environments for all road users, including motorists, cyclists, and pedestrians. The project will include newly lighted paths through new sidewalks. ADA accessibility will be improved with the installation of curbs and ADA ramps. Milling and resurfacing and pavement markings will be completed along a section of corridor. All the work mentioned will be completed within the existing right of way.

Note: The selected proposers' actual scope of services, duties and responsibilities and fees for this Project shall be negotiated and agreed upon with the City and incorporated into the selected proposers' contract.

1.3 CONSTRUCTION ADMINISTRATION AND ENGINEERING

The Consultant shall provide construction engineering services to include, but not be limited to:

1.3.1 Constructability Field Review – CEI Consultant shall conduct a field review of the Contract Drawings with the awarded Contractor to determine if there are any constructability issues, conflicts not shown, or any Contractor proposed cost saving changes. The intent is to address these items prior to construction. CEI Consultant will coordinate a meeting with the City and Engineer of Record to discuss any issues discovered and recommendations to resolve. The meeting shall be documented with minutes. CEI shall sign and acknowledge engineering plans that have been reviewed and all comments or recommendations have been brought to the attention of the of the EOR (any changes shall be made via addendum) and the City prior to the award of contract with the Contractor.

1.3.2 Preconstruction Meeting – CEI Consultant shall prepare an agenda and facilitate the pre-construction meeting with the City's awarded Contractor and City staff. CEI Consultant will coordinate with all associated permitting Agencies to attend the meeting. CEI Consultant will prepare and issue written minutes of pre-construction meeting.

1.3.3 Submittal Review – CEI Consultant shall receive, log, and review and approve/reject all shop drawings and submittals (including method of handling traffic) for general conformance with the design intent and provisions of the Contract Documents. CEI Consultant will review and return submittals to City and Contractor within 14 calendar days of receipt. A detailed submittal log shall be maintained and updated throughout the project duration including, but not limited to, dates submitted, received, reviewed, returned along with a record of review comments.

1.3.4 Progress Meetings – CEI Consultant shall attend construction progress meetings with the City and Contractor. CEI Consultant shall conduct at least one (1) formal progress meeting per month with an agenda and written summary of the issues discussed.

1.3.5 Pay Estimate Review – CEI Consultant shall review monthly payment applications submitted in a format acceptable to the City. CEI Consultant shall verify the quantities and invoiced amount as represented on the pay request and make a written recommendation to the City to proceed with the payment as requested, or as modified based on CEI Consultant review.

1.3.6 Construction Schedule Review – CEI Consultant shall monitor the construction schedule and review the Contractor's 2-week look ahead schedule with CEI Consultant's inspector. CEI Consultant shall report to the City any condition that may cause project delay. If schedule slippage is identified, CEI Consultant will notify the Contractor in writing and request the Contractor to provide a recovery plan and an updated schedule.

1.3.7 Construction Clarifications – CEI Consultant shall respond in writing to Contractor's Request for Information (RFI) regarding the Contract Documents. CEI Consultant shall coordinate with Engineer of Record (EOR) as required to issue design interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. These interpretations will be rendered, and a response prepared and submitted to the Contractor in a timely manner. A detailed RFI log shall be maintained and updated throughout the project duration including, but not limited to, dates submitted, received, reviewed, returned along with a record of responses.

1.3.8 Construction Claims and Changes – CEI Consultant shall prepare, review, and negotiate City requested or Contractor initiated Field Order (FO), Work Change Directive (WCD), or Change Order (CO) during the construction period. CEI Consultant will review, discuss recommendations with City all Contractor delay claims or requests for additional compensation within the construction period. CEI Consultant shall respond to the Contractor's claims in accordance with the Contract Documents. **CEI shall not verbally, or in writing execute any change orders with the Contractor. The City has sole authority to execute change orders.**

1.3.9 Quality Assurance (QA) Program – CEI Consultant shall develop a QA Plan and furnish the QA Plan to the City's Project Manager for approval. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the CEI Consultant's organization for providing services pursuant to this scope. CEI Consultant shall maintain all necessary records for QA Plan compliance and initiate QA Plan Review to make any necessary revisions during the construction period.

1.3.10 Tracking & Oversight of Material Samples – CEI Consultant shall track and oversee Contractor's Testing Lab for all specified material certifications, samples, and testing, while verifying Chain of Custody. CEI Consultant shall also review signed and sealed reports from testing agencies for compliance.

1.3.11 Certification of Construction Completion – CEI Consultant shall notify the City and Contractor in writing once the Project is deemed to meet contract completion milestones. CEI Consultant shall certify based on visible inspections, and review of testing reports that the project was constructed in general conformance with the Contract Documents and all permit Conditions.

1.3.12 Public Records Request Assistance – CEI Consultant shall assist the City project manager with any public records request received regarding this project. CEI Consultant shall gather and provide all required information in a timely manner.

1.3.13 Substantial Completion and Final Completion Inspections – In conjunction with City staff, CEI Consultant shall make preliminary and final inspections at Substantial Completion (SC) and Final Completion (FC). CEI Consultant shall prepare a Project Completion "punch list" after preliminary inspection at SC and FC. CEI Consultant shall review completion of identified punch list items before final inspection to assist in the determination that if SC or FC has been achieved by the Contractor. CEI Consultant shall advise the City and provide formal notice to the Contractor once SC or FC of the project has been reached in accordance with the Contract Documents.

1.3.14 Record Drawings – CEI Consultant shall review monthly progressive as-built record drawings from the Contractor and provide comments to achieve the final set of signed and sealed as-built record drawings upon FC.

1.3.15 Coordination with City and Private Utility Companies – CEI Consultant shall provide a representative to coordinate with City Utilities Department and all private utility providing overhead and underground utilities. CEI Consultant's representative shall attend utility coordination meetings. CEI Consultant shall also monitor Contractor's baseline and updated construction schedules to verify that the any necessary utility relocations do not

impact the Contractor's work sequence and notify the City and Contractor when and if the relocation work affects the Contractor's schedule.

1.3.16 Project Commissioning – CEI Consultant shall provide assistance, as requested, to the Contractor and City to implement project commissioning and turnover to City's O&M staff. Duties will include, but not be limited to, assisting with the planning and scheduling of facilities start-up, including equipment testing, personnel training, operational demonstration, turnover and warranty initiation.

1.3.17 Project Closeout – In conformance with contract documents, CEI Consultant will review, and deliver to the City Project Manager, the required contract documentation to be submitted by the Contractor as listed under the construction agreement. In addition, the Consultant will provide one complete set of final shop drawing submittals and the Contractor's field mark-up drawings demonstrating any construction deviations from the original construction plans.

1.4 INSPECTION SERVICES

The Consultant shall provide one (1)-full-time (40 hours per week) inspector during construction of the work for the entire duration of the contract. The inspector shall have experience in construction of roadways and all the scope of work depicted on the RFQ, which relates to the project.

Activities performed by Consultant under this task consist of furnishing Inspector during the construction of the project, to observe the quality of the construction work, and to determine, in general, if the construction is proceeding in accordance with the Contract Documents so that an engineering certification can be made in accordance with City and outside agency permit requirements.

The consultant will verify the correct wage table is in the contract and posted on the jobsite Bulletin Board, conduct monthly reviews of the Job-site Bulletin Board, submit daily work reports on a weekly basis or as required by the Oversight Compliance Specialist assigned to this project. We will conduct and review Employee EEO labor interviews with Contractor's employees, as per FDOT LAP requirements for contractors to ensure that all DBE and EEO/AA subcontractors are paid timely, and payments are verified. The inspector will report, in writing to the City and the Contractor, and issue a non-compliance notice whenever the work is unsatisfactory, faulty, defective, does not conform to the Contract Documents, does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to any payment request.

The Consultant shall provide inspection services to include, but not be limited to:

- Serve as owner's representative with construction Contractor, working principally through the Contractor's Superintendent and assisting him in understanding the intent of the Contract Documents.
- Provide daily reports and submit it daily to CEI Consultant for approval. Daily report should document all Contractor and Subcontractor personnel, all equipment on-site, whether it is idle or not, materials, quantities of work performed, weather condition, daily narrative of site activities, and any other necessary information. Daily report should include photographic documentation of construction activities daily. Also, CEI will maintain project documents and

ensure files are up to date and current and are in accordance with the Federal requirements and final submittals. We will verify the goals of the anticipated DBE statements are met per the established Federal and State regulations, conduct commercially useful functions for all DBE subcontractors, ensure all DBE subcontractors are paid timely and verify payments and review and maintain Sub-Contracts in the compliance files as required. Along with daily reports of construction our inspection staff will collect material tickets for materials delivered or incorporated in the project. Including all Buy America certifications required by law. We will ensure all material meets the contract specifications and all applicable City, County, State, and/or Federal requirements and are uploaded into GAP.

- Verify that the Contractor is complying with National Pollutant Discharge Elimination System (NPDES) and Stormwater Pollution Prevention Plan (SWPPP) plans, which are required by the Contractor to maintain during construction.
- Ensure that Contractor is complying with all City, State and Federal safety standards and that there is strict adherence to approved Maintenance of Traffic (MOT) plans.
- Conduct full-time on-site observations and inspections of the work in progress to assist in determining if the work is proceeding in accordance with the Contract Documents and that completed work conforms to the Contract Documents. Consultant's inspector shall report, in writing to the City and the Contractor, whenever Consultant believes that work is unsatisfactory, faulty, defective, does not conform to the Contract Documents, does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to any payment request. Inspections by CEI shall be conducted and approved prior to any concrete work being placed.
- Accompany visiting inspectors representing permit or regulatory agencies having jurisdiction over the project. Record in writing, the outcome of these inspections and report to City.
- Consider and evaluate construction Contractor's suggestions for modifications in drawings or specifications and report them to the City, in writing. CEI Consultant's Construction Manager shall make recommendation for action by the City.
- Review Contractor's as-built record drawing information on a monthly basis to confirm proper updates are being made.
- Assist the Contractor in coordinating all required materials and density testing, as required by the Construction Documents.
- Inspectors shall work with the Contractor and develop a daily pay item quantity sheet (based on the approved Schedule of Values) to be reviewed and accepted each day agreeing to the quantities of Schedule of Value items installed.
- Complete Capital Improvement Projects Close-Out Checklist.
- Complete the City of Miramar's Contractors Past Work Performance Evaluation monthly (with each pay application).
- Perform inspections relating to steel and concrete formwork prior to concrete placement.
- Comply with all LAP Agreements / F.A.P. No. D423-052-B, Reporting and Reimbursement Requests on behalf of the City.

LIMITATIONS OF AUTHORITY

Limitations of inspector's authority, except upon written instructions from the City:

- Shall not exceed limitations on CEI's authority as set forth in the Contract Documents.
- Shall not undertake any of the responsibilities of Contractor, Subcontractors or CEI Construction Manager, or expedite the work.
- Shall not issue directions relative to any aspect of means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
- Shall observe and oversee but not participate in specialized field or laboratory tests.

II. ADMINISTRATIVE SERVICES

CEI Consultant shall provide all software and hardware necessary to efficiently and effectively conduct all responsibilities mentioned above. Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain full responsibility for any risk of loss or damage.

III. SUBCONSULTANTS

Subconsultant Name	Specialty / Expertise
E Plus Engineering and Construction, LLC	Construction Administration & Engineering

IV. COMPENSATION

SUMMARY OF COMPENSATION			
Task or Activity ID #	Major Task Name and/or Activity Description	Fee Amount	Fee Basis
1.3	Construction Administration & Engineering	\$153,799.85	Time & Materials (NTE)
1.4	CEI Inspections	\$134,029.36	Time & Materials (NTE)
	Grand Total (Tentative):	\$287,829.20	

Compensation for Task 1.3 **CONSTRUCTION ADMINISTRATION & ENGINEERING** of Consultant's services described herein shall be rendered by the City monthly, and on an Hourly basis in accordance with Task Hourly Rate Values specified in Attachment B.

Compensation for Task 1.4 **INSPECTION SERVICES** of Consultant's services described herein shall be rendered by the City monthly, and on an Hourly basis in accordance with Task Hourly Rate Values specified in Attachment B.

V. AUTHORIZATION

To authorize HBC to proceed with the CEI Project Management & Inspections, Public Involvement, and Surveying services for the proposed contract, as outlined herein, please sign below and return one copy to us. The return of this signed agreement shall constitute Notice to Proceed (NTP). This offer is valid for the next 30 days.

We appreciate the opportunity to assist you with these services. If you have any questions in the interim, please contact us.

PROPOSAL OFFER

HBC ENGINEERING COMPANY
9675 NW 117th Ave, Suite 305,
Miami, FL 33178



Christopher Soto, P.E., R.S.O.
CEI Director / Senior Project Engineer
October 2nd, 2025

ACCEPTANCE OF PROPOSAL

City of Miramar
Procurement Department
2200 Civic Center Place
Miramar, FL 33025

Name and Signature

Date

SCOPE OF SERVICES (Supplement) - ATTACHMENT A

I. DESCRIPTION - This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed below by HBC Engineering Company. ("CONSULTANT").

This scope of services document supplements Section 3 Scope of Services, as prescribed in Bid RFQ 25-04-21 Legal Advertisement.

The projects for which the services are required are:

CITY Project No.: 25-04-21

Financial Project IDs: 443945.1

Descriptions: CEI Services for Miramar Complete Streets Phase III

The CONSULTANT will serve as the CITY of Miramar ("CITY") representative on the projects and faithfully represent the CITY's interest in all matters, with special emphasis given to issues involving public safety, quality, timely completion of the work, and financial responsibility. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement.

Services provided by the CONSULTANT shall comply with applicable Department and CITY manuals, procedures, and FDOT LAP Program.

II. GENERAL - The CONSULTANT will provide services as necessary to administer the construction contracts in a manner to determine that the project is constructed in reasonable conformity with the plans, specifications and contract provisions.

The anticipated construction duration for the projects are:

Financial Project ID:	Description:	Days:
443945.1	CEI Services for Miramar Completes Streets Phase III	200

For estimating purposes, the CONSULTANT will be allowed an accumulation of 30 calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the first project and 30 calendar days to demobilize after Final Acceptance of the last Construction Contract.

III. CONSTRUCTION ADMINISTRATION AND ENGINEERING SERVICES

- 1) The CONSULTANT shall advise the CITY of any omissions, substitutions, defects, and deficiencies noted in the work of the Contractor or contract documents and any corrective action taken. On the basis of on-site observations, the CONSULTANT shall endeavor to guard the CITY against defects and deficiencies in the work. The CONSULTANT shall not have control over or charge of and should not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the contractor's responsibility under the contract for construction. The CONSULTANT shall not have control over or charge of acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- 2) Upon construction commencement, the CONSULTANT shall conduct pre-construction conferences, biweekly construction progress meetings, field visits, utility inspections, jurisdictional agency review or inspections design-to-construction hand-off or other similar meetings. Minutes of meetings shall be documented and distributed.

- 3) CONSULTANT shall review shop drawing submittals to determine satisfactory compliance with the project plans and specifications, noting his approval or stipulations. CONSULTANT shall determine the acceptability, subject to CITY approval, of substitute materials and equipment proposed by the Contractor and receive and review (for general content as required by the specifications) maintenance operating instructions, schedules, guarantees and certificates of inspection, which are to be assembled by the Contractor in accordance with the contract.
- 4) The CONSULTANT shall provide quantity tracking and documentation for the purpose of verifying the Contractor's monthly certified request for payment. Supporting documentation will be maintained by the CONSULTANT and turned over to the CITY at project closeout for any necessary record retention.
- 5) The CONSULTANT will analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the Contract Documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, utility work, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.
- 6) From time to time during construction, the CONSULTANT may be requested by the CITY or its designated representative to review Contractor proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.
- 7) CONSULTANT shall assist the CITY with the interpretation of the plans, specifications and contract provisions and shall consult with the CITY when an interpretation involves complex issues or may impact the cost and duration of performing the work. Prior to any modifications to the construction plans or specifications, CONSULTANT shall assist the CITY with analyzing proposed changes to the plans, specifications or contract, and subsequently obtaining approval from the LAP Administrator prior to proceeding.
- 8) The CONSULTANT will conduct annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.
- 9) The CONSULTANT will determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc. The CONSULTANT shall be required to observe the Contractor during the various operations performed to ensure the materials and methods used by the Contractor shall conform to the construction plans, engineering specifications, and contract.
- 10) The CONSULTANT will prepare final estimate and as-built plan documentation and records in compliance with the Agreement, Contract Documents and CITY

procedures. Duly authorized representative of the CONSULTANT firm will provide a digitally signed form pursuant to CITY and Department procedures.

- 11) CONSULTANT shall provide professional services to administer the construction contract in a manner so as to assure that the project is constructed in substantial compliance with the construction plans, specifications and contract provisions.
- 12) CONSULTANT shall assist the CITY with monitoring the project to the extent necessary to determine whether construction activities violate the requirements of the permits and if so determined, notify the Contractor of any violations or potential violations and require him to immediately resolve the problem.
- 13) The CONSULTANT will monitor and document utility construction progress to be performed by Utility Agencies. Facilitate coordination and communication between Utility Agency's representatives, CITY's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including CITY, Department and Local Government owned facilities.
- 14) The CONSULTANT will prepare and upload construction documentation into the FDOT's GAP Application.
- 15) CONSULTANT shall provide project Construction Engineering and Inspection (CEI) oversight services for the Miramar Complete Streets Phase III Project.
- 16) The CITY shall provide construction plans, documents and engineering specifications for the projects.
- 17) Original design files, construction plans and specifications shall be provided to the CONSULTANT by the CITY and shall not be modified unless under the direct written request of the CITY. The projects under this agreement have been approved through the Florida Department of Transportation Local Agency Program (LAP). A copy of the LAP agreement, whose guidelines shall be followed by the CONSULTANT, will be provided to the CONSULTANT by the CITY.
- 18) The CONSULTANT will obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification upon request.
- 19) The CONSULTANT shall provide a Resident Compliance Specialist for surveillance of Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance and maintaining the appropriate files thereof. Typical areas of compliance responsibility include Davis-Bacon Wage Determinations and related Acts, EEO Affirmative Actions for the prime contractor and subcontractor, contractor formal training, payroll and subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the CITY and FDOT LAP Compliance Office with any reviews.
- 20) CEI CONSULTANT services shall also include attending any meetings with the CITY, Department, Palm Beach County or other jurisdictional agency to resolve any question.

IV. INSPECTION SERVICES

- 1) The CONSULTANT will monitor the Contractor's on-site construction activities and inspect materials in accordance with the Contract Documents for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.
- 2) The CONSULTANT will maintain an adequate level of on-site surveillance of the Construction Contractor's activities.
- 3) The CONSULTANT will monitor and inspect Contractor's Temporary Traffic Control Plan and review modifications to the Temporary Traffic Control Plan, including any Alternate Traffic Control Plan. CONSULTANT employees performing such services shall be qualified in Maintenance of Traffic Control.
- 4) The CONSULTANT will track and perform sampling and testing of component materials and completed work in accordance with the Contract Documents. Provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance where required by the Contract Documents.
- 5) The CONSULTANT will provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the CONSULTANT's computer using a digital photo management system.
- 6) The CONSULTANT will produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information.
- 7) The CONSULTANT will equip vehicles with appropriate safety equipment and to effectively carry out the requirements of this Agreement.
- 8) The CONSULTANT will provide each inspection staff with a laptop computer running necessary applications through using a mobile broadband connection at the jobsite.

V. PUBLIC OUTREACH

The CONSULTANT will aid the CITY in Community Outreach Services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project with approval from the CITY's designee, prepare and disseminate information to the public, elected officials, and the media of any upcoming events, which will affect traffic flow. Produce and distribute all publications (letters, flyers, brochures, and news releases) necessary for this contract. Prior to release, the CITY's designee will approve all responses, letters, news releases, etc. Provide timely, professional responses to project inquiries including emails, telephone calls, etc. Coordinate public information meetings, open houses, community meetings as directed by the CITY's representatives.

VI. STAFF HOURS AND INVOICING

Once authorized, the CONSULTANT shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities. The CONSULTANT shall provide monthly invoices for each project separately to the CITY with backup records, timesheets, and allowable public outreach expenses. A summary of actual hours used during the monthly period as compared to the original staffing plan hours will be provided for tracking overall progress. Only actual hours documented will be invoiced. Original hours for the project are those as provided in the attached Appendix "A".

Appendix A

[illegible]



HBCENGI-01

BJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com												
INSURER(S) AFFORDING COVERAGE													
INSURED HBC Engineering Company 9675 NW 117th Avenue, Suite 305 Medley, FL 33178	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Hartford Underwriters Insurance Company A+ (XV)</td> <td style="width: 20%; text-align: right;">30104</td> </tr> <tr> <td>INSURER B : Nutmeg Insurance Company</td> <td style="text-align: right;">39608</td> </tr> <tr> <td>INSURER C : Hartford Casualty Insurance Company A+ (XV)</td> <td style="text-align: right;">29424</td> </tr> <tr> <td>INSURER D : Underwriters At Lloyds of London</td> <td style="text-align: right;">15792</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Hartford Underwriters Insurance Company A+ (XV)	30104	INSURER B : Nutmeg Insurance Company	39608	INSURER C : Hartford Casualty Insurance Company A+ (XV)	29424	INSURER D : Underwriters At Lloyds of London	15792	INSURER E :		INSURER F :	
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INSURER E :													
INSURER F :													

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			42 SBU AR9BKL	2/21/2025	2/21/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	1,000,000	MED EXP (Any one person)	10,000	PERSONAL & ADV INJURY	1,000,000	GENERAL AGGREGATE	2,000,000	PRODUCTS - COMP/OP AGG	2,000,000		\$
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B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			42 UEG AF0811	2/21/2025	2/21/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	42 WEG AR9BJP	2/21/2025	2/21/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>☒ PER STATUTE</td> <td>☐ OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">1,000,000</td></tr> </table>	☒ PER STATUTE	☐ OTH-ER		E.L. EACH ACCIDENT		1,000,000	E.L. DISEASE - EA EMPLOYEE		1,000,000	E.L. DISEASE - POLICY LIMIT		1,000,000		
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D	Professional Liab.			CAE00004-01	2/21/2025	2/21/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Per Claim/Aggregate</td> <td style="text-align: right;">2,000,000</td> </tr> </table>	Per Claim/Aggregate	2,000,000												
Per Claim/Aggregate	2,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Miramar Complete Streets Phase III - FM 443945.1 CEI

City of Miramar is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written SEE ATTACHED ACORD 101

CERTIFICATE HOLDER**CANCELLATION**

City of Miramar 2300 Civic Center Place Miramar, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Ames & Gough		NAMED INSURED HBC Engineering Company 9675 NW 117th Avenue, Suite 305 Medley, FL 33178
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

contract. General Liability includes Additional Insured coverage for On-Going & Completed Operations as required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
 - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
 - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
 - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.



BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C. Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Liability And Medical Expenses Definitions**.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C. Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the Limits of Insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".



b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
 - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (3) or (4) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 51 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;
- (e)** "Bodily injury" or "property damage" arising out of:
 - (i)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (ii)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (f)** An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.



i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Pharmaceutical services including but not limited to:
 - (a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;
 - (b) The providing of or failure to provide home health care or home infusion products or services; and
 - (c) Advising and consulting customers;
- (11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;



- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D. Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;



- (2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of:
 - (a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or
 - (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (i) Infringement, in your "advertisement", of:
 - a. Copyright;
 - b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or
 - c. Title of any literary or artistic work; or
- (ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph (7)(b)ii above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

- (8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section F. Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.
However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;
- (12) Arising out of:

- (a) Advertising content for others on your web site;
- (b) Placing a link to a web site of others on your web site;



(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or



- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.



c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:



(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or



(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. Liability And Medical Expenses Limits Of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

 - (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or



- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:



- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.



- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Unmanned aircraft" means an aircraft that is not:
- a.** Designed;
 - b.** Manufactured; or
 - c.** Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
- 24.** "Volunteer worker" means a person who:
- a.** Is not your "employee";
 - b.** Donates his or her work;
 - c.** Acts at the direction of and within the scope of duties determined by you; and
 - d.** Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 25.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 26.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

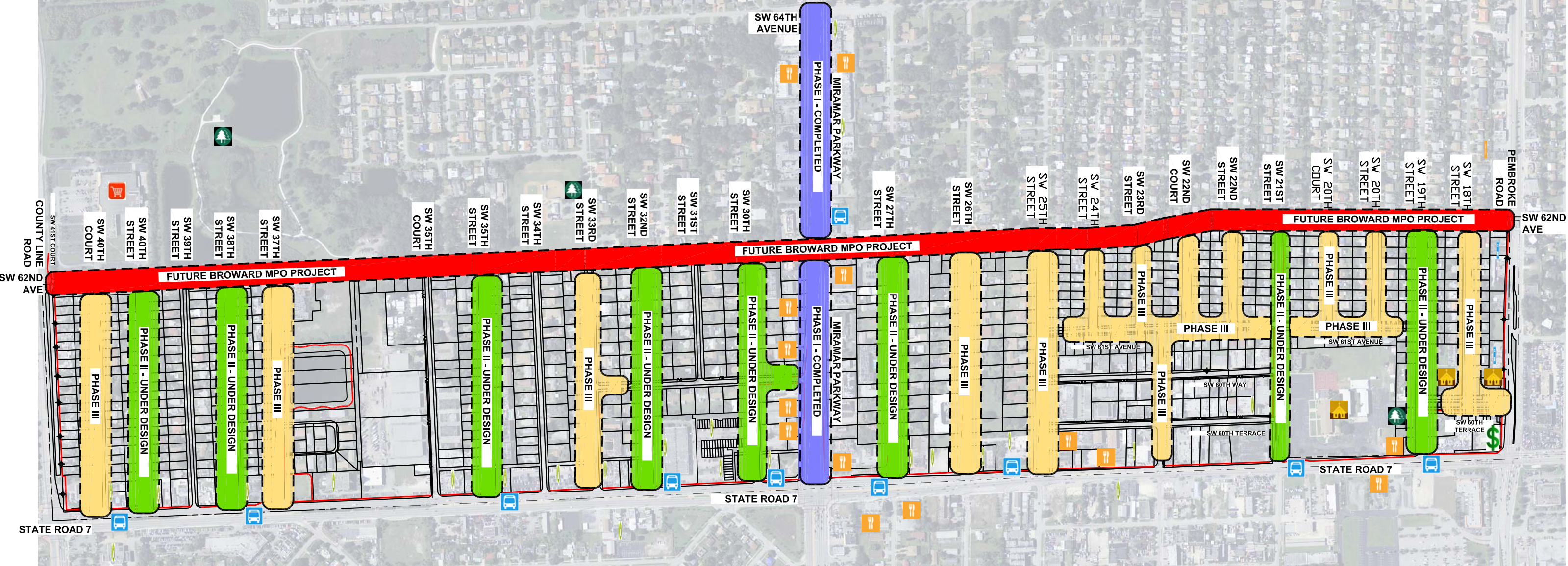
This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

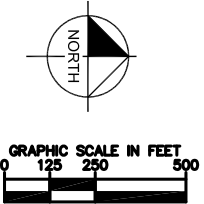
Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



PHASE PLAN LEGEND	
	PHASE III - PROPOSED APPLICATION
	PHASE II - UNDER DESIGN FOR CONSTRUCTION
	PHASE I - COMPLETED

FUTURE PROJECTS	
	FUTURE BROWARD MPO PROJECTS

LEGEND	
	SYMBOL
EXISTING BUS STOP	
EXISTING PARK	
EXISTING RESTAURANT	
EXISTING RETAIL	
EXISTING GROCERY STORE	
EXISTING BANK / ATM	
EXISTING CHURCH	



CITY OF MIRAMAR
CONSTRUCTION AND FACILITIES MANAGEMENT DEPARTMENT

HISTORIC MIRAMAR COMPLETE STREETS
PHASE - III

LOCATION MAP