

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

Meeting Date: January 15, 2020

Presenter's Name and Title: Bissy Vempala, City Engineer, on behalf of Engineering and Strategic Development

Temp. Reso. Number: R7076

Item Description: Temp. Reso. No. R7076, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF MIRAMAR FOR TRAFFICWAY BEAUTIFICATION ON MIRAMAR PARKWAY FROM UNIVERSITY DRIVE TO SW 69 WAY. (City Engineer Bissy Vempala)

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: No Fiscal Impact.


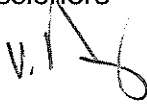
Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR No. R7076**
 - **Exhibit A: Proposed Trafficway Beautification Agreement with Broward County**
- **Attachment(s)**
 - **Attachment 1: Location Map**
 - **Attachment 2: Construction Agreement with H.G. Construction, Development and Investment, Inc.**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM:  Vernon E. Hargray, City Manager 

BY: Bissy Vempala, City Engineer

DATE: January 9, 2020

RE: Temp. Reso. No. R7076, approving and authorizing the City Manager to execute the proposed Agreement with Broward County for Trafficway Beautification on Miramar Parkway from University Drive to SW 69 Way

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. R7076, approving and authorizing the execution of the proposed Agreement between Broward County ("County") and the City of Miramar ("City") for Trafficway Beautification on Miramar Parkway from University Drive to SW 69 Way.

ISSUE: City Commission approval is required to approve and authorize the City Manager to execute the proposed Agreement.

BACKGROUND: Landscaping and Beautification Along Miramar Parkway, Miramar Boulevard and Red Road Gateway is part of the Capital Improvement Program budget. The landscaping and beatification along the segment of Miramar Parkway between University Drive and SW 69 Way has been completed recently and is in the warranty period.

Miramar Parkway between State Road 7 and University Drive is a public trafficway ("Trafficway"), classified as a County owned roadway. The County and City agree that it is of mutual benefit to beautify the Trafficway by installing landscaping, irrigation and decorative stamped concrete along Miramar Parkway between University Drive and SW 69 Way.

The City has obtained approval from the County to permit the beautification of the Trafficway, with a condition that City and County enter into a Trafficway

Beautification Agreement ("Agreement"). As per the proposed Agreement, the City will be responsible for the continued maintenance of the improved roadway segment landscaping, irrigation system and decorative stamped concrete within the median of Miramar Parkway from University Drive to SW 69 Way. The County will retain the ownership of the right-of-way and will be responsible for the maintenance of the roadway, sidewalks and storm drainage system.

The Project Manager for this Project is Alex Shershevsky, Project Manager, Engineering and Strategic Development.

Temp. Reso. No. R7076
11/25/19
01/07/20

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF MIRAMAR FOR TRAFFICWAY BEAUTIFICATION ON MIRAMAR PARKWAY FROM UNIVERSITY DRIVE TO SW 69 WAY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Landscaping and Beautification along Miramar Parkway, Miramar Boulevard and Red Road Gateway was approved as part of the Capital Improvement Program budget; and

WHEREAS, Miramar Parkway between State Road 7 and University Drive is a public trafficway ("Trafficway"), classified as a Broward County ("County") owned roadway; and

WHEREAS, County and the City of Miramar ("City") agree that it is of mutual benefit to beautify the Trafficway by installing landscaping, irrigation and decorative stamped concrete under the Project; and

WHEREAS, County and City have agreed to enter into an Agreement for Trafficway Beautification ("Agreement") for the Project; and

Reso. No. _____

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01/07/20

WHEREAS, the landscaping and beautification along Miramar Parkway between University Drive and SW 69 Way has been completed recently by the City's contractor and is currently under warranty period; and

WHEREAS, pursuant to this Agreement, the City will be responsible for the continued maintenance of the improved roadway segment landscaping, irrigation system and decorative stamped concrete; and

WHEREAS, pursuant to this Agreement, the County will retain the ownership of the right-of-way and will be responsible for the maintenance of the roadway, sidewalks and storm drainage system; and

WHEREAS, the City Manager recommends that the City Commission approve, and authorize the City Manager to execute, the proposed Agreement with the County for Trafficway Beautification for the Miramar Parkway from University Drive to SW 69 Way project, in the form attached hereto as Exhibit "A"; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve, and authorize the City Manager to execute, the proposed Agreement with the County for Trafficway Beautification on Miramar Parkway from University Drive to SW 69 Way, in the form attached hereto as Exhibit "A".

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**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 are made a specific part of this Resolution.

Section 2: That the proposed Agreement between County and City is approved.

Section 3: That the City Manager is authorized to execute the proposed Agreement between County and City for Trafficway Beautification on Miramar Parkway from University Drive to SW 69 Way, 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 in order to carry out the aims of this Resolution.

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

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11/25/19
01/07/20

PASSED AND ADOPTED this _____ day of _____, 2020.

Mayor, Wayne M. Messam

Vice Mayor, Alexandra P. Davis

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 Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne
Vice Mayor Alexandra P. Davis
Mayor Wayne M. Messam

Voted

Reso. No. _____

AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF MIRAMAR FOR TRAFFICWAY BEAUTIFICATION ON MIRAMAR PARKWAY

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

RECITALS

A. City desires to install Landscaping (as defined below), within its municipal boundaries in the median of Miramar Parkway from University Drive to SW 69th Way ("Trafficway"), more specifically described in the Approved Plans ("Project").

B. The Trafficway is functionally classified as a County road and under County's control.

C. It is of mutual benefit to the residents of County and City to beautify the Trafficway.

D. City desires to undertake the installation of the Landscaping and its continued maintenance.

E. County is amenable to the installation of the Landscaping along the Trafficway shown on Exhibit A (the "Property"), subject to the terms and conditions of this Agreement.

F. City, through formal action of its governing body taken on the ____ day of _____, 2019, has accepted responsibility for the installation and ongoing maintenance and repair of the Landscaping under the terms of this Agreement.

G. City has authorized the appropriate municipal officers to execute this Agreement.

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

ARTICLE 1. DEFINITIONS

1.1 Approved Plans: The construction documents and specifications depicting and defining the project, including all materials to be installed on the Property as referenced in the plans submitted to and approved by the Contract Administrator, and filed under Project Reference Number 170627001.

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

1.3 Broward County Naturescape Program: A vision for the community that focuses on creating Florida-friendly landscapes that conserve water, protect water quality, and create wildlife habitat, as more thoroughly described at <http://www.broward.org/NaturalResources/NatureScape/Pages/Default.aspx>.

- 1.4 Contract Administrator: The Director of the Broward County Highway Construction and Engineering Division, or designee.
- 1.5 County Administrator: The administrative head of County appointed by the Board.
- 1.6 County Attorney: The chief legal counsel for County appointed by the Board.
- 1.7 Division: The Broward County Highway Construction and Engineering Division.
- 1.8 Florida-Friendly Landscaping Principles: Using low-maintenance plants and environmentally sustainable practices, as more thoroughly described at <http://www.floridayards.org>.
- 1.9 Landscape or Landscaping: Living plant materials including but not limited to grasses, ground cover, shrubs, vines, trees, or palms, and nonliving durable materials commonly used in environmental design including but not limited to, curbing, rocks, pebbles, sand, paving, decorative pavers, grading, and pump and irrigation systems, as detailed in this Agreement and in the Approved Plans.
- 1.10 Property: That portion of the Trafficway described in Exhibit A.

ARTICLE 2. SCOPE OF PARTICIPATION

2.1 City shall:

- 2.1.1 Apply, or cause application to be made to the Division for a permit, to install the Landscaping as set forth in the Approved Plans. City must not proceed with installation of the Landscaping until all permits have been issued and permit conditions for commencement of construction have been satisfied.
- 2.1.2 In accordance with the Approved Plans, install or cause to be installed the Landscaping on the Property to the Contract Administrator's satisfaction.
- 2.1.3 Once installed, properly maintain the Landscaping in accordance with the requirements set forth in Exhibit B. As part of such maintenance responsibility, City shall keep the Landscaping in good condition consistent with governing installation and maintenance procedures and techniques and shall replace all defective Landscaping materials. Any replacement of vegetation as required herein is subject to review and approval by the Contract Administrator.
- 2.1.4 Following installation of the Landscaping, provide the County with signed and sealed certified as-built drawings and warranties for any work performed as set forth in the Approved Plans.
- 2.1.5 Maintain all nonliving durable materials commonly used in environmental design, such as, but not limited to, curbing, rocks, pebbles, sand, paving, decorative pavers, and grading, in good repair.

2.1.6 Maintain the entire pump and irrigation system and all of its parts in working order and in compliance with the requirements set forth in Exhibit B. Additionally, City shall operate said system according to applicable South Florida Water Management District regulations and restrictions.

2.1.7 Once installed, ensure that all Landscaping within the Property is maintained in a condition that will not pose a hazard to persons or vehicles on adjacent property or right of way. City's responsibility to keep or cause to keep the Landscaping in good repair includes all necessary maintenance, repair, and replacement of any type or nature, including, but not limited to, maintenance, repair, and replacement due to normal wear and tear, acts of God, vandalism, and accidents.

2.1.8 Provide the County Administrator, or designee, with prompt written notice as set forth in Article 5 of any occurrence, incident, or accident occurring on the Property.

2.2 County shall:

2.2.1 Inspect the Landscaping and reject work that does not conform to the Approved Plans.

2.2.2 After receiving signed and sealed certified as-built drawings regarding the installation and that the installation is in conformance with the Approved Plans, and a request for a final inspection, perform a final inspection.

2.2.3 Upon receipt of all paperwork and completion of all inspections, notify City as to whether or not the project has received County's final approval.

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

2.3 All Landscaping placed upon the Property remains the property of City, will be placed upon the Property at City's risk, and must not be removed or relocated without the Contract Administrator's written consent.

2.4 This Agreement does not change the functional classification of the Trafficway.

2.5 City's obligations under this Agreement may be performed by City, through the use of its employees, or City may enter into a contract with a third party to perform the services. If City contracts with a third party, City will remain fully responsible and ensure that the third party complies at all times with each and every term, condition, duty, and obligation set forth in this Agreement.

ARTICLE 3.COSTS

City shall pay for all costs associated with the design, installation, and continued maintenance, repair, and replacement of the Landscaping, including all utility charges, at no cost to the County.

ARTICLE 4. TERM AND TERMINATION

4.1 This Agreement begins on the Effective Date and continues in perpetuity unless terminated as provided below.

4.2 This Agreement may be terminated for cause by County, if City fails to perform any of its obligations under Article 2 above and has not corrected the breach within thirty (30) calendar days after receipt of written notice identifying the breach. County may, at the option of the Contract Administrator, cause such breach to be corrected and invoice City for the costs of the correction or terminate this Agreement. If County opts to correct the breach and invoice City for the costs of correction, City shall remit to County the amount invoiced within thirty (30) calendar days of City's receipt of the invoice. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) calendar days after such notice of termination for cause is provided.

4.3 This Agreement may be terminated for convenience by action of the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County, which termination date must not be less than thirty (30) calendar days after the date of such written notice.

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

4.5 If this Agreement is terminated, City shall remove from the Property, at City's sole expense, any Landscaping and other improvements placed upon it unless the Contract Administrator, in writing, authorizes City to leave any Landscaping or other improvements in place. If any Landscaping or other improvements must be removed:

4.5.1 County will have no obligation to remove, relocate, reinstall, or replace any of the Landscaping or other improvements, or in any way compensate City for any loss resulting from or arising out of the termination of this Agreement.

4.5.2 City must obtain a permit from the Division to replace all Landscaping with Bahia sod, and return the Property to its original condition or a condition acceptable to the Contract Administrator following removal.

4.5.3 City will be obligated to repair or pay for any damage to Property resulting from the removal of any Landscaping or other improvements.

4.5.4 If tree mitigation is required as a result of termination, City shall obtain a Broward County Environmental Licensing and Building Permitting Division, Tree Preservation Program license pertaining to Chapter 27, Article XIV, Sections 27-401 through 27-414 of the Broward County Tree Preservation and Abuse Ordinance, as may be amended from time to time, to provide for relocation, removal, and replacement per the tree removal license requirements at City's sole cost and expense.

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

ARTICLE 5. NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, together with a contemporaneous email, addressed to the party for whom it is intended at the place last specified. The manner in which and persons to whom notice may be provided will remain the same unless and until changed in writing in accordance with this article. The Parties respectively designate the following persons for receipt and issuance of notice:

FOR COUNTY:

Director, Broward County Highway Construction and Engineering Division
One North University Drive, Suite 300B
Plantation, Florida 33324-2038
Email: bterrier@broward.org

FOR CITY:

Vernon E Hargray
City Manager
City of Miramar
2200 Civic Place
Miramar, FL 33025
Email: VEHargary@miramarfl.gov

ARTICLE 6. INDEMNIFICATION

6.1 County and City are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement or any other contract.

6.2 If City contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

6.2.1 Indemnification: Third party shall indemnify and hold harmless County, and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims,

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

6.3 The provisions of paragraph 6 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 7. INSURANCE

City shall provide Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement. Additionally, if City elects to purchase excess liability coverage, City agrees that County will be furnished with a Certificate of Insurance listing "Broward County" as certificate holder and an additional insured.

7.1 If City contracts with a third party to provide the services set forth herein, any contract with such third party shall include, at a minimum, the following provisions:

7.1.1 Insurance: City's contractor shall keep and maintain, at the contractor's sole cost and expense, insurance of the types and minimum amounts as set forth on Exhibit C, and specifically name "Broward County" as an additional insured under the Commercial General Liability Insurance policy as well as any Excess Liability Insurance policy.

7.1.2 City's contractor, upon request, shall furnish to the Contract Administrator, Certificates of Insurance and Endorsements evidencing the insurance coverage specified above at least fifteen (15) calendar days prior to beginning the performance of work under this Agreement.

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

ARTICLE 8. MISCELLANEOUS

8.1 Documents. Copies of any and all reports, photographs, surveys, plans, and other data and documents provided or created in connection with this Agreement shall be provided to County at no cost.

8.2 Independent Contractor. City is an independent contractor under this Agreement. In performing under this Agreement, neither City nor its agents shall act as officers, employees, or

agents of County. City does not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

8.3 Third Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

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

8.5 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement.

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

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

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

8.9 Interpretation. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such section or article.

8.10 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 will prevail and be given effect.

8.11 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for litigation arising from, related to, or in connection with this Agreement must be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

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

8.13 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated by reference. The attached Exhibits A, B, and C are incorporated into and made a part of this Agreement.

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

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

8.16 Nondiscrimination. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

8.17 Changes to Form Agreement. City represents and warrants that there have been no revisions, alterations, or changes whatsoever to this form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes will be deemed a default of this Agreement and of no legal effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20____, and City of Miramar, signing by _____ and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and
through its Board of County
Commissioners

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

By _____
Mayor

____ day of _____, 20____

Insurance requirements
approved by Broward County
Risk Management Division

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

By _____
Signature (Date)

Print Name and Title above

By _____
Maya A. Moore (Date)
Assistant County Attorney

Michael J. Kerr (Date)
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF MIRAMAR FOR
TRAFFICWAY BEAUTIFICATION ON MIRAMAR PARKWAY.

MUNICIPALITY

CITY OF MIRAMAR, FLORIDA

By: _____
Vernon E. Hargray, City Manager

Date: _____

ATTEST:

Denise A Gibbs, City Clerk

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

By _____
Austin Pamies Norris Weeks Powell, PLLC
City Attorney

LOCATION MAP

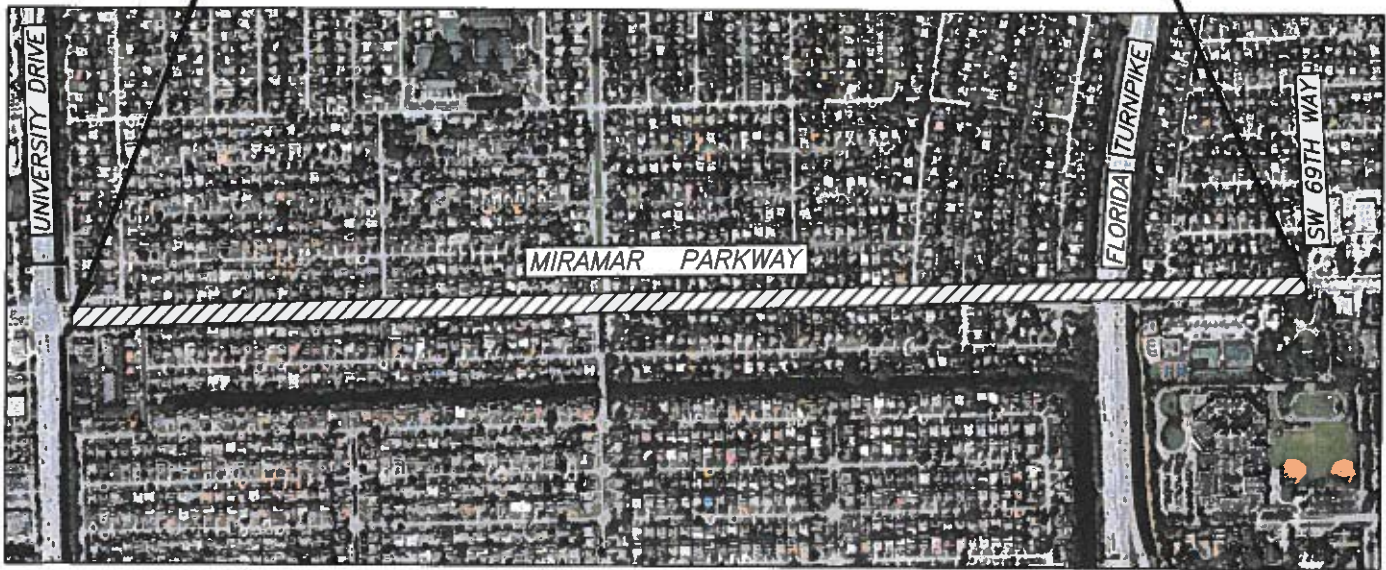
Agreement Between Broward County and the City of Miramar for
Trafficway Beautification within the median of Miramar Parkway from
University Drive to SW 69th Way.



EXHIBIT "A"

START PROJECT

END PROJECT



LEGEND:



= BEAUTIFICATION AGREEMENT

SHEET 1 OF 1

Scale:	Drawn by:	Date:	Checked by:	Date:
Not To Scale	JAT	5-21-19	GWD	5-21-19

File Location:
E:\RW\Location Maps\AGREEMENTS\BA-2017-01.dwg

BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

EXHIBIT "B"

Beautification Agreement between Broward County and City of Miramar for the installation of landscaping, irrigation and decorative stamped concrete within the median of Miramar Parkway from University Drive to SW 69th Way in the City of Miramar.

SCOPE OF IMPROVEMENTS:

This Beautification Agreement authorizes the installation of landscaping, irrigation, and decorative stamped concrete within the median of Miramar Parkway from University Drive to SW 69th Way in the City of Miramar. All work will be according to the approved plans that are on file in Broward County Highway Construction and Engineering Division's Paving and Drainage Section.

NOTES:

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

Broward County Naturescape program information can be found at:

<http://www.broward.org/NaturalResources/NaturalScape/Pages/Default.aspx>

Florida-Friendly Landscaping principles and information can be found at:

<http://floridayards.org>

A full size set of plans, together with a schedule for the maintenance thereof, are on file with the Broward County Highway Construction and Engineering Division under Project Reference Number 171220001.

**Broward County Highway Construction and Engineering Division
Revocable License Agreement Minimum Maintenance Performance Requirements**

General Requirements

Licensee hereby agrees to provide landscape maintenance in the licensed right-of-way as described herein and in accordance with all articles of this Agreement. The specifications herein are the minimum standards and do not prevent the Licensee from performing any additional measures necessary to ensure proper landscape maintenance. The Licensee shall care and maintain all installed landscape, irrigation, and any decorative specialty hardscape treatments placed in the right-of-way. Licensee shall:

- Properly fertilize all vegetation.
- Keep all vegetation as free from disease and harmful insects as possible.
- Properly mulch the vegetation beds and keep them free from weeds.
- Cut the grass in order to maintain a neat and proper appearance.
- Prune all plants to remove all dead or diseased parts of plants and all parts of plants which present a visual hazard or physical obstacle to the designated use of the areas.
- Remove and replace all vegetation that is dead or diseased or that otherwise falls below the initial level of beautification of the Revocable Licensed Area and ensure that such vegetation is of the same grade as specified in the original approved plans and specifications and the same size as those existing at the time of replacement.
- Remove litter and illegal dumping from the Revocable Licensed Area.
- Maintain irrigation in working order, including the maintenance and replacement of pumps, pipes, and sprinkler heads.

Irrigation

Routine and preventive maintenance and repair of the irrigation system includes but is not limited to the following:

- Adjusting all heads for proper operation and direction such that they do not spray into or across roadways, walkways, or other vehicular or pedestrian areas.
- Clearing away grass, debris, or vegetation that may hinder the operation of the sprinkler heads. All valve boxes must remain free of vegetation and be visible at all times.
- Inspecting irrigation system for clogged or improperly set nozzles and spray heads, adjusting heads, and replacing them as needed.
- Replacing any broken pipes, solenoids, electric valves, rain sensor heads, and all other related parts that may negatively impact the irrigation system.
- Regular inspection of the system and re-filling of the tank holding the rust inhibitor chemicals, if applicable.

Pavers

- Any damages to pavers that present a visual or physical deficiency must be repaired within thirty (30) days of notification to the Licensee. Damages to pavers that present a liability to the County must be repaired within twenty-four (24) hours of notification to the Licensee.
- Make sure paver surfaces maintain Americans with Disabilities Act (ADA) compliance including no tripping hazards.

Tree Grates/Tree Root Ball/Tree Pit "Surround" Zone

- Ensure the opening of the tree grate doesn't hamper the growth of the tree trunk. Repair any uplifting of the tree grates to maintain ADA compliance.
- Pressure wash a minimum of once per year or sooner when necessary.

Pedestrian Lighting

- Periodic maintenance of the lighting system to ensure functionality. Correct any deficiencies (outages, excess light spillage, low lumens, fixture or pole corrosion, damage to pole and fixture, exposed wiring, and all other issues related to components that impact functionality.)

Vegetation

- All ground cover, including shrubs, plants, bushes, bases of palms and hedges, will be trimmed and pruned to maintain a neat and proper appearance.
- Maintain a maximum height of twenty-four (24) inches to ensure sight visibility per Florida Department of Transportation / Broward County guidelines.
- Ground cover, shrub beds, mulch, and other areas must remain weed-free and all undesirable vegetation, including vines, must be removed. Trash/litter must be cleaned regularly.
- All ground cover will be trimmed, pruned, and thinned to retain its natural form in proportionate size to one another. Aesthetic pruning of ground cover shall include the removal of dead and/or broken branches.
- At the completion of each ground cover trimming operation, all material trimmed will be removed from the site, along with any trash/litter in the Revocable License Area.
- Monitor and control insects and ant mounds.

Mulch

- All mulched areas will be replenished at a minimum of once a year. Mulch should be maintained to a depth of three (3) inches.
- The preferred species of mulch is shredded melaleuca or pine bark.

Tree and Palm

- The tree and palm tree pruning will be done in accordance with Article 11 of the Broward County Natural Resource Protection Code, Code of Ordinances. Tree-trimming will be performed by a contractor that is in possession of a Broward County tree-trimming license (minimum Class "B" license).
- Maintain a clearance of 14'- 6" from grade to lowest limbs of tree over vehicular travel lanes and 7'- 0" clearance over pedestrian walkways.
- Maintain travel lanes clear of any palm fronds, branches or debris.
- Dead fronds from palm trees must be removed from the ground immediately. Sabal and Washington Palms must be thinned of dead or dying fronds twice annually.
- Canopy Trees must be pruned to remove sucker growth and to maintain clear visibility between grade and a height of at least 7'- 0". All damaged, dead, or diseased limbs resulting from weather or pests must be removed upon discovery of defective condition.
- Ornamental Trees such as Cattley Guava, Ligustrum and Oleander Standards must be pruned by thinning to maintain shape of tree on a semi-annual basis.

Tree Fertilization

- Canopy Trees (up to three 3" caliper) must be fertilized to maintain good health.
- All palms must be fertilized three (3) times per year.

**EXHIBIT C
INSURANCE REQUIREMENTS**

Project: Trafficway Beautification Agreement with City of Miramar
Agency: Highway Construction and Engineering Division

TYPE OF INSURANCE	ADDL INSR	SUVR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input type="checkbox"/> POLLUTION / ENVIRONMENTAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:		
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	2 Years \$100,000	
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk". Completed Value.</i>			*Maximum Deductible (Wind and/or Flood): *Maximum Deductible:	Not to exceed 5% of completed value \$10 k	Completed Value

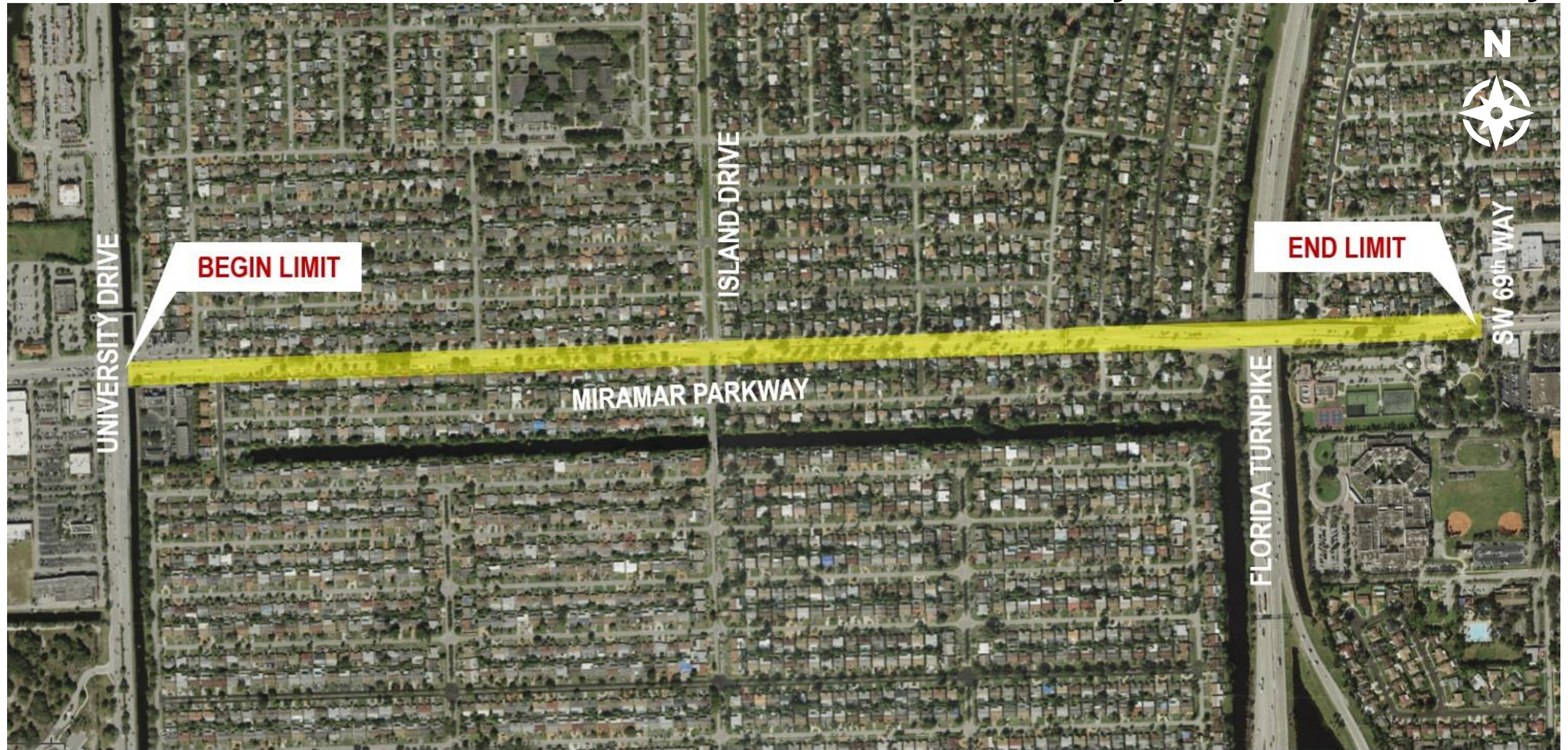
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301


 Risk Management Division

Trafficway Beautification Agreement between Broward County and the City of Miramar for Miramar Parkway from University Drive to SW 69 Way



LOCATION MAP

N.T.S.



**AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
H.G. CONSTRUCTION, DEVELOPMENT AND INVESTMENT, INC.
FOR
LANDSCAPING AND IRRIGATION IMPROVEMENTS
(Along Miramar Parkway from University Drive to SW 69 Way)
IN MIRAMAR, FLORIDA**

THIS AGREEMENT (the "Agreement") is entered into and dated MAY 1st., 2019, by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and H.G. CONSTRUCTION, DEVELOPMENT AND INVESTMENT, INC. (the "Contractor"), a Florida corporation whose address is 7003 North Waterway Drive, Suite 218, Miami Florida 33155.

WITNESSED:

WHEREAS, on MAY 1st, 2019, by Resolution No. 19-111, the City Commission approved the award of Invitation to Bids No. 19-005-RE-BID (the "IFB"), entitled "Landscaping and Irrigation Improvements (Along Miramar Parkway from University Drive to SW 69 Way)" (the "Work" or "Services"), to Contractor as the lowest, responsible, responsive Bidder whose bid is in the best interest of the City; and

WHEREAS, the City intends to contract for the Services related to the Work and desires to engage the services of Contractor for this purpose; and

WHEREAS, the Contractor desires to contract with the City to provide the Services as set forth in the IFB the terms of which are incorporated herein by reference, including all definitions set forth therein.

NOW THEREFORE, the City and Contractor, 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 IFB, which is deemed fully incorporated herein for all purposes, and have the meanings

indicated in the IFB or in the General Terms and Conditions incorporated herein by reference. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

ARTICLE 2

WORK

Contractor shall complete the Work as specified under the Bid Schedule(s) of the Contract Documents entitled: "City of Miramar – Landscaping And Irrigation Improvements (Along Miramar Parkway from University Drive to SW 69 Way)," and shall provide all labor, materials, machinery, tools, Maintenance of Traffic, Testing and equipment necessary for the construction of proposed landscaping improvements within the median of Miramar Parkway from University Drive to SW 69 Way; Modification of existing irrigation system; and coordination with our utility companies such as, FPL to provide services for existing irrigation pumps, as necessary, and any and all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Exhibit "A"**.

ARTICLE 3

CONTRACT TIME

Time is of the essence in the performance of the Work under this Agreement. The Work shall be substantially completed within 120 calendar Days after the issuance of Notice to Proceed ("NTP") and completed for full acceptance within 150 calendar Days after issuance of the NTP.

ARTICLE 4

CONTRACTOR AND CITY'S RELATIONSHIP

4.1 The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. The Contractor represents that it will furnish its best skill and judgment in performing the Contractor'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.

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

- A. Has all licenses and certifications required by applicable law to perform the Contractor'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 Contractor's

Services and the Work; and

- D. That no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, 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.

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

ARTICLE 5

TERM

The term of this Agreement shall commence upon the 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.

ARTICLE 6

LIQUIDATED DAMAGES

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City \$500 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$250 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

ARTICLE 7

CONTRACT PRICE

City shall pay Contractor One Hundred Twelve Thousand Three Hundred Eighty-Eight Dollars (\$112,388.) for completion of the Work in accordance with the amount set forth in the Contractor's Bid and in the Contract Documents. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages, for all costs incurred by the Engineer administering the construction of the Project beyond the Final Completion date specified above or beyond an approved extension of time granted to the Contractor, whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this Agreement by means of unilateral Change Orders (if any) issued periodically by the City as costs are incurred by the Engineer and agreed to by the City.

ARTICLE 8

PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with the General Terms and Conditions. Applications for Payment will be processed by the Engineer as provided in the General Terms and Conditions.

ARTICLE 9

INDEMNIFICATION

9.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, the Engineer, and their officers, directors, agents, and employees, against and from all claims and liability arising under, 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 and/or the Engineer. Such indemnification by the Contractor shall include but not be limited to the following:

- A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper Materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Contractor, its employees, or agents;
- B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City and/or the Engineer;
- C. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents;
- D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;
- E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees or agents;
- F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and
- G. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

9.2 The Contractor shall reimburse the City and the Engineer for all costs and

expenses (including but not limited to fees and charges of Engineers, architects, attorneys, and other professionals and court costs) incurred by the City and the Engineer in enforcing the provisions of this indemnification.

9.3 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 Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

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

9.5 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled to by law, including but not limited to the City's sovereign immunity set forth in Section 768.28, Florida Statutes.

ARTICLE 10 TERMINATION

10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

In the event of default by the Contractor, the City shall provide Contractor with 10 Days written notice of City's intent to terminate this Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default. It shall be a default by the Contractor whenever Contractor shall:

- A.** Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors;
- B.** Fail to provide Materials or workmanship meeting the requirements of the Contract Documents;
- C.** Disregard or violate provisions of the Contract Documents or Engineer's or City's instructions;
- D.** Fail to execute the Work or provide Services on a timely basis or according to the Contract Documents;
- E.** Fail to provide a qualified superintendent, competent workmen, or Materials or equipment meeting the requirements of the Contract Documents; or
- F.** Fail in any other material way to comply with the requirements of the Contract Documents.

10.1.1 If the Contractor fails to remedy the conditions constituting default within 10 Days from the date of the City's written notice of its intent to terminate this Agreement, the City may then issue a Notice of Termination and terminate this Agreement.

10.1.2 In the event the Agreement is terminated for Contractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in default, the Contract shall be deemed to have been terminated for convenience as described below.

10.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

The City may terminate this Agreement at any time if it is in the City's interest to do so. The City shall provide 10 days' notice in the event that it exercises this provision. In such a case, the Contractor shall have no claims against the City except: (1) for the value of Work performed up to the date the Agreement is terminated; and (2) for the cost of Materials and equipment on hand, in transit, or on definite commitment, as of the date this Agreement is terminated and that would be needed in the Work and that meets the requirements of the Contract Documents.

ARTICLE 11
CONTRACT DOCUMENTS

11.1 The Contract Documents which comprise the entire agreement between City and Contractor 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;
- Contractor's Bid;
- Solicitation, General Provisions;
- General Conditions;
- Technical Specifications;
- Referenced Standard Specifications; and
- Drawings.

11.2 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 Contractor of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

ARTICLE 13 **APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

Contractor 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 Contractor and all Subcontractors shall conform to all OSHA, federal, state, county and City Regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

ARTICLE 14 **AUDIT AND INSPECTION RIGHTS**

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

14.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Contractor 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 the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

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

ARTICLE 15
NON-SOLICITATION

Contractor 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 16
PUBLIC RECORDS

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

- 16.1.1** Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
- 16.1.2** 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.
- 16.1.3** 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.
- 16.1.4** 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 Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor 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 Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- 16.1.5** The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

16.1.6 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'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.

16.1.7 Ownership of Documents: Unless otherwise provided by law, any and all reports, 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 Contractor shall be withheld until all documents are received as provided herein.

ARTICLE 17

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

17.1 Contractor 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. Contractor agrees to comply with and observe all applicable Laws, codes and ordinance as they may be amended from time to time.

17.2 The Contractor 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 Contractor 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.

17.3 The knowing employment by Contractor 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

CERTIFICATE OF COMPETENCY

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

ARTICLE 19

INSURANCE

19.1 Consultant shall maintain the following required types and minimum limits of insurance coverage during the term of the Agreement. The Contractor shall furnish the City's Risk Manager, at 2300 Civic Center Place, Miramar, Florida 33025, with certificates of insurance and all required endorsements indicating that insurance coverage has been obtained and meets the requirements below:

- a) Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence. The City **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.
- b) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$1,000,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).
- c) Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$1,000,000 per accident.
- d) The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Contractor.
- e) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

- i. The company must be rated no less than "A" as a management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Key Rating Guide.

19.2 This Agreement shall not be deemed approved until the Contractor has obtained all insurance requirements under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall be named as the certificate holder and an additional insured on all certificates. All liability insurance policies shall have endorsements adding the City of Miramar as an additional insured, a waiver of subrogation in favor of the City 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.

19.3 Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required. All policies

of insurance so required to be purchased and maintained shall contain a provision of endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

ARTICLE 20

INDEPENDENT CONTRACTOR

Contractor 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. The Contractor will be responsible for planning all the work without the assistance of City staff. Accordingly, Contractor 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. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

ARTICLE 21

REAFFIRMATION OF REPRESENTATIONS

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

ARTICLE 22

NONDISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor'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. Contractor 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 23

COSTS AND ATTORNEY FEES

If either City or Contractor 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.

ARTICLE 24
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 25
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 26
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 27
NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or 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 H.G. CONSTRUCTION:
DEVELOPMENT AND INVESTMENT, INC.
ATTN: Roberto Hernandez
Vice President
H.G. Construction Development and
Investment, Inc.
7003 North Waterway Drive, Suite 218
Miami, Florida 33155
Telephone: (786) 845-8999
Fax: (305) 424-9334

TO CITY OF MIRAMAR:
ATTN: Vernon E. Hargray,
City Manager
CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Fax: (954) 602-3672

WITH A COPY TO:

City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Fax: (954) 764-7770

ARTICLE 28
CITY'S OWN FORCES

28.1 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 Contractor's responsibilities under this Agreement.

28.2 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 Contractor'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 Contractor 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 29
LIMITATION OF LIABILITY

29.1 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 Contractor herein, less any sums paid by the City. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

29.2 Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of the fee paid to the Contractor 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.

29.3 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 30 **THIRD PARTY BENEFICIARY**

It is specifically agreed to between the City and Contractor 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**

Contractor warrants and guarantees that at the conclusion of the Project, a written certificate to the City will be provided stating that all Work has been performed in accordance with the General Conditions. A written warranty will be given to the City against the occurrence of defective Materials and workmanship for a period of one year after acceptance of the Project by the City. At the expiration of the one-year warranty period, Contractor will formally assign to the City all extended and special warranties given by Subcontractor or Subconsultant, manufacturers or Suppliers for their Work or products on the Project and formally notify Subcontractor or Subconsultant and Suppliers of the assignments.

ARTICLE 32 **DISPUTE RESOLUTION**

32.1 Any dispute concerning performance of this Agreement shall be decided by the City, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within 21 Days from the date of receipt, the Contractor files with the City a petition for administrative hearing. The City's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

32.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida. In any such action, Florida law shall apply and the parties waive any right to trial by jury.

ARTICLE 33
HEADINGS AND INTERPRETATION

Title and paragraph headings are for convenient reference and are not a part of this Agreement. Contractor 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
SCRUTINIZED COMPANIES

34.1 Contractor certifies that it and its subcontractors 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 Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

34.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors 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 Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors 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.

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

34.4 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 35
SEVERABILITY

35.1 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.

35.2 City and Contractor 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 the Contract Documents.

ARTICLE 36
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.

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

CITY OF MIRAMAR

By: 

City Manager
Vernon E. Hargray

This 1 day of May, 2019.

ATTEST: 

Denise A. Gibbs, City Clerk

**H.G. CONSTRUCTION, DEVELOPMENT
AND INVESTMENT, INC.:**

By: 

Vice President
Roberto Hernandez

Date: 4/17/2019

Corporate Seal

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

 AS

City Attorney
Weiss Serota Helfman
Cole & Bieman, P.L.

CITY OF MIRAMAR
LANDSCAPING AND IRRIGATION IMPROVEMENTS
 (Along Miramar Parkway from University Drive to SW 69 Way)

IFB NO. 19-005-RE-BID

BID FORM SUMMARY

Includes labor, materials, equipment, MOT, supervision, insurance, bonds and all incidentals to perform the Work completely

BID	Qty	Unit	Cost
Permitting and Bonding Allowance*	1	LS	15000
Subtotal – Division 1 General Requirements	1	LS	15000

DIVISION 2 – Sitework (Landscaping & Irrigation)			
Miramar Parkway from University Dr. to SW 69 Way			
Item	Qty.	Unit	Cost
Removal and Disposal of Existing Trees – Includes stump grinding	7	LS	6,140. ⁰⁰ / _{xx}
Removal and Disposal of Existing Small Trees – Includes stump grinding	2	EA	620. ⁰⁰ / _{xx}
Removal and Disposal of Existing Palms – Includes Stump Grinding	5	EA	890. ⁰⁰ / _{xx}
Removal and Dispose of Shrubs (See Plans)	1	LS	200. ⁰⁰ / _{xx}
Provide and Install Crape Myrtle	1	EA	600. ⁰⁰ / _{xx}
Provide and Install Live Oak	1	EA	980. ⁰⁰ / _{xx}
Provide and Install Yellow Trumped Tree	2	EA	972. ⁰⁰ / _{xx}
Provide and Install Roebelenii Palm	3	EA	972. ⁰⁰ / _{xx}
Provide and Install Sabal Palm	12	EA	5340. ⁰⁰ / _{xx}
Provide and Install Montgomery Palm	4	EA	3680. ⁰⁰ / _{xx}
Provide and Install Foxtail Palm	2	EA	1600. ⁰⁰ / _{xx}
Provide and Install Horizontal Cocoplum	419	EA	7961. ⁰⁰ / _{xx}
Provide and Install Flax Lily	239	EA	3585. ⁰⁰ / _{xx}
Provide and Install Green Island Ficus	466	EA	6291. ⁰⁰ / _{xx}
Provide and Install Blanket Flowers	661	EA	9915. ⁰⁰ / _{xx}
Provide and Install Boston Fern	728	EA	10920. ⁰⁰ / _{xx}
Provide and Install Root Barrier – Vertical, min. 36" depth	120	LF	1800. ⁰⁰ / _{xx}
Provide and Install St. Augustine Sod w/ 2" Topsoil layer	5,222	SF	5222. ⁰⁰ / _{xx}
Provide and Install Mulch – 3" Min. depth	80	CY	6400. ⁰⁰ / _{xx}
Provide Specified Planting Soil mix- Shrubs beds, and Tree/ Palm Pits	1	LS	4100. ⁰⁰ / _{xx}
Hand Watering – Post Final Acceptance	1	LS	3600. ⁰⁰ / _{xx}
Irrigation (System Modification)	1	LS	12,000. ⁰⁰ / _{xx}

Division 1-2- Other items	1	LS	3,000.00
TOTAL BID:	1	LS	112,388.00

*City will reimburse the actual expense by the Contractor up to a maximum of \$15,000. Contractor to submit proof of payment for reimbursement.

TOTAL BID AMOUNT: \$ 112,388.00
(Write Amount in Figures)

TOTAL BID AMOUNT: ONE HUNDRED TWELVE THOUSAND THREE HUNDRED EIGHTY EIGHT DOLLARS AND 00/100.
(Write Amount in Words)

AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN AS THE TOTAL BID AMOUNT.

Bidder acknowledges that included in the various items of the Bid or proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act, Florida Statutes Section 553.60-.64. By signing and submitting the Trench Safety Act Compliance Statement, the Bidder is guaranteeing and warranting to the City that it will perform any trench excavation in accordance with applicable trench safety standards. Contract award shall be based upon the Total Bid Price, as identified above, by the lowest responsive, responsible Bidder.

Bidder acknowledges that the purpose of the Bid Worksheet is for Bid balancing comparisons and use as a unit price for potential add/delete items. These worksheets must be completed in their entirety and returned together with the sealed Bids in order for the Bid to be deemed complete, responsive and accepted by the City.

Bidder acknowledges that the units that are listed may not be a complete list of units and are provided by the City for informational purposes only. Bidder further acknowledges that the Project shall be completed for the total Lump Sum Project Bid based on the Contract Documents and Technical Special Provisions unless otherwise modified in writing via a formal Contract Amendment and/or Change Order (if any).

Bidder acknowledges that the Bid Worksheet in no way includes all the specific items found in the Contract Documents and Technical Special Provisions, nor represent all the parts of the Project required by this Contract.

Project/Development Name: CITY OF MIRAMAR - Landscaping and Irrigation Improvements
(Along Miramar Parkway from University Drive to SW 69 Way)
IFB No. - IFB No. 19-005-RE-BID

Contractor Company Name: HG Construction Development & Investment, Inc

Contractor Acknowledgement Roberto Hernandez, Vice-President

Print Name/Title

A handwritten signature in black ink, appearing to be 'Roberto Hernandez', written over a horizontal line.

Signature

Date: 03/19/2019

END OF DOCUMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2019

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 Gil, Garden, Avetrani Insurance Group 10889 N. Kendall Drive Suite 208 Miami FL 33178	CONTACT NAME: Elena Carrasco PHONE (A/C, No, Ext): (305) 630-4777 FAX (A/C, No): (305) 279-3022 E-MAIL ADDRESS: ecarrasco@ggaig.com
INSURED HG Construction, Development & Investment Inc. 4806 SW 74th Court Miami 33155	INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Company INSURER B: Wesco Insurance Company INSURER C: National Union Fire Ins. Co. Of Pitts. INSURER D: ICW - Insurance Company of the West INSURER E: Westchester Surplus Lines Insurance Company INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL1932013822**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	103 GL 0025829-00	09/27/2018	09/27/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Employee Benefits \$ Included
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		WPP1258303 04	04/07/2019	04/02/2020	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			EBU017507990	08/31/2018	08/31/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WFL5036332202	04/02/2019	04/02/2020	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Liability			G7150184A001	03/14/2019	04/02/2020	Each Occurrence \$1,000,000 General Aggregate \$3,000,000 Deductible-per claim \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project name: 19-005-RE-BID Landscaping and Irrigation Improvements

City of Miramar is listed as Additional Insured with respects to the General Liability, and Auto Liability. Waiver of Subrogation is in favor of City of Miramar with respects to the General Liability.

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 
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