

**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 15 day of January, 2019/20, 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 C. Pournall 01/24/20
Signature (Date)
Coleen Pournall Asst Risk Manager
Print Name and Title above

By [Signature] 2/13/2020
~~Maya A. Moore~~ I. Fajardo (Date)
Assistant County Attorney
[Signature] 2/13/2020
Michael J. Kerr (Date)
Deputy County Attorney

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

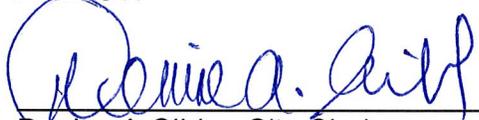
MUNICIPALITY

CITY OF MIRAMAR, FLORIDA

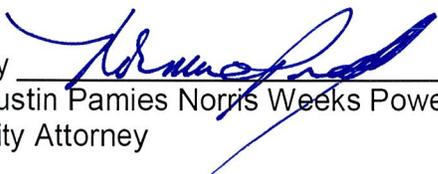
By: 
S.A. Vernon E. Hargray, City Manager

Date: 1/15/2020

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

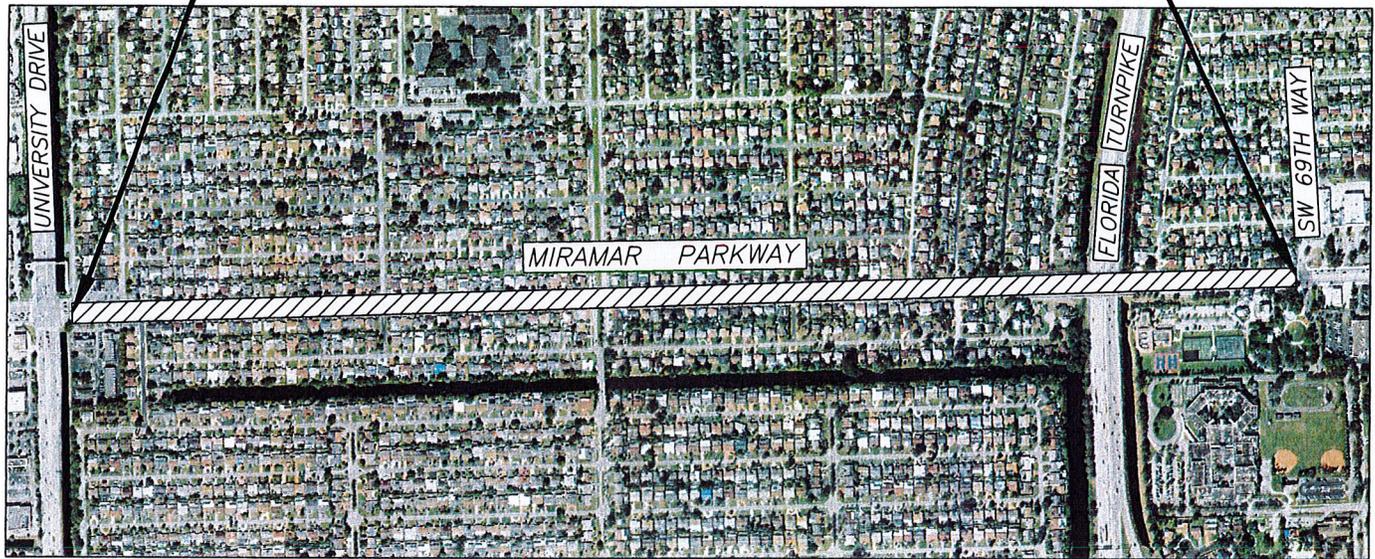
Agreement Between Broward County and the City of Miramar for Trafficway Beautification within the median of Miramar Parkway from University Drive to SW 69th Way.



EXHIBIT "A"

START PROJECT

END PROJECT



LEGEND:



= BEAUTIFICATION AGREEMENT

SHEET 1 OF 1

Scale: Not To Scale	Drawn by: JAT	Date: 5-21-19	Checked by: GWD	Date: 5-21-19	File Location: E:\RW\Location Maps\AGREEMENTS\BA-2017-01.dwg
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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**

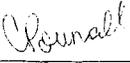
Project: Trafficway Beautification Agreement with City of Miramar
Agency: Highway Construction and Engineering Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input 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	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
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:	2 Years	
			*Maximum Deductible:	\$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):	Not to exceed 5% of completed value	Completed Value
			*Maximum Deductible:	\$10 k	

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


COLETTA JOURNAL
 3051 S. ANDREWS AVENUE
 FORT LAUDERDALE, FL 33301
 TEL: 754.261.1234 FAX: 754.261.1234
 Risk Management Division