

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Dan Oyler, Public Works Assistant Manager 797-1240

SUBJECT: Resolution

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO AN AGREEMENT WITH BROWARD COUNTY FOR TRAFFICWAYS BEAUTIFICATION IMPROVEMENTS FOR PINE ISLAND ROAD FROM NOVA DRIVE TO I - 595 (PROJECT NO. 5244) WITHIN THE TOWN OF DAVIE AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SUCH DOCUMENT.

REPORT IN BRIEF: The Town has received a 100% reimbursable agreement from Broward County not to exceed \$220,000.00 for this project. The Town shall advance the funds for the project and be reimbursed upon completion.

PREVIOUS ACTIONS: None

CONCURRENCES: Public Works

FISCAL IMPACT:

Has request been budgeted? no

If no, amount needed: \$220,000.00

What account will funds be appropriated from: Pine Island Landscaping

Additional Comments: Project will be submitted as part of the five year
Capital Plan

RECOMMENDATION(S): Approval of Resolution

Attachment(s): Resolution and Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO AN AGREEMENT WITH BROWARD COUNTY FOR TRAFFICWAYS BEAUTIFICATION IMPROVEMENTS FOR PINE ISLAND ROAD FROM NOVA DRIVE TO I - 595 (PROJECT NO. 5244) WITHIN THE TOWN OF DAVIE AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SUCH DOCUMENT.

WHEREAS, The Town of Davie has received an agreement for funding, from Broward County to enhance the appearance of the Pine Island Road corridor from Nova Drive to I - 595; and

WHEREAS, this agreement provided for 100% reimbursable funding in the amount not to exceed two hundred twenty thousand (\$220,000.00) dollars; and

WHEREAS, it is considered in the best interest of the Town of Davie, Florida, to enter into an agreement with Broward County providing for Trafficways Beautification Improvements for Pine Island Road; and

WHEREAS, the Town desires to authorize execution of said agreement, attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie authorizes the appropriate Town officials to execute the agreement with Broward County, a copy of which is attached hereto as Exhibit "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2002.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2002.

AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

TRAFFICWAY BEAUTIFICATION FOR
PINE ISLAND ROAD FROM NOVA DRIVE TO I-595

This is an Agreement made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

TOWN OF DAVIE, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "TOWN."

WITNESSETH:

WHEREAS, Pine Island Road between Nova Drive and I-595 is a public trafficway (hereinafter referred to as the "Trafficway") located within the municipal boundaries of TOWN, which Trafficway is classified as a County Road; and

WHEREAS, it is of mutual benefit to the residents of COUNTY and TOWN to beautify the Trafficway by the installation of landscaping as defined in Article 1, Section 1.6, herein; and

WHEREAS, TOWN has expressed its desire to participate in the beautification and maintenance of the Trafficway; and

WHEREAS, TOWN, by resolution of its governing body adopted on the _____ day of _____, 2001, has approved joint beautification of the Trafficway with COUNTY, pursuant to the terms of this Agreement, and has authorized the appropriate officers of TOWN to execute this Agreement; and

WHEREAS, COUNTY, by action of its Board of County Commissioners on the ____ day of _____, 2001, has approved the joint beautification of the Trafficway with TOWN and has authorized the appropriate COUNTY officers to execute this Agreement; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payment hereinafter set forth, COUNTY and TOWN agree as follows:

ARTICLE 1 - DEFINITIONS AND IDENTIFICATIONS

- 1.1 Agreement: "Agreement" shall mean this document, Articles 1 through 9, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 Board: "Board" shall mean the Broward County Board of County Commissioners.
- 1.3 Contract Administrator: "Contract Administrator" shall mean the Broward County Administrator, the Director of Public Works, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with TOWN and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator, provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 COUNTY: "COUNTY" shall mean Broward County, through the Board, a political subdivision of the State of Florida.
- 1.5 County Attorney: "County Attorney" shall mean the chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 4.03 of the Broward County Charter.
- 1.6 Landscape: "Landscape" or "Landscaping" shall mean living plant materials such as grasses, and trees or palms and nonliving durable materials commonly used in environmental design such as, but not limited to, rocks, pebbles, sand, decorative pavers, pump systems, grading and irrigation systems.
- 1.7 TOWN: "TOWN" shall mean the Town of Davie, a municipal corporation of the State of Florida.
- 1.8 Project: "Project" shall mean the services described in Article 2.

ARTICLE 2 - SCOPE OF SERVICES

2.1 COUNTY and TOWN shall participate in the beautification of the Trafficway in the manner set forth in this Agreement.

2.2 COUNTY shall perform the following:

2.2.1 Reimburse TOWN for costs of material and labor relating to the installation of the landscape improvements addressed herein in an amount not to exceed Two Hundred Twenty Thousand (\$220,000.00) Dollars. It is acknowledged and agreed by TOWN that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate TOWN for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon TOWN's obligation to perform all of its duties and obligations required by or which can be reasonably inferred from the Scope of Services.

2.2.2 Prepare plans and specifications for landscape improvements for execution by TOWN.

2.2.3 COUNTY shall have no further obligation except as otherwise specifically set forth herein.

2.2.4 County reserved the right to inspect and reject work which does not meet the requirements of the plans and specifications.

2.3 TOWN shall install and maintain, or contract for the installation and/or maintenance of, all landscaping within the Trafficway as follows:

2.3.1 In accordance with the approved design plans and specifications, landscape the Trafficway and install automatic irrigation systems compatible therewith.

2.3.2 TOWN shall properly maintain and fertilize all vegetation; keep all vegetation as free from disease and harmful insects as practicable; properly mulch the vegetation beds, keeping them free from weeds; periodically mow the grass in order to maintain a neat and proper appearance; prune all plants so as to remove all dead or diseased parts of plants and all parts of plants which present a visual hazard or physical obstacle to the use of the Trafficway; remove and replace all vegetation which is dead or diseased or which otherwise falls below the initial level of beautification of the Trafficway and keep litter removed from the Trafficway. Any replacement of vegetation as required herein, shall be accomplished by the use of plants of the same grade as specified in the original approved plans and specifications and shall be of the same size as those existing at the time of replacement.

2.4 COUNTY and TOWN agree and understand that the Trafficway shall remain classified as a County road.

ARTICLE 3 - REIMBURSEMENT.

3.1 TOWN shall submit to COUNTY, upon completion of the Project, a request for reimbursement which request shall include copies of all invoices and supporting documentation. COUNTY shall, within ninety (90) days of receipt of CITY's request for reimbursement, remit to TOWN the full portion of the amount that COUNTY has herein specifically agreed to assume for the Project.

ARTICLE 4 - TERM AND TERMINATION

4.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall terminate as provided for by Sections 4.2 through 4.6 herein below.

4.2 This Agreement may be terminated for cause by COUNTY, through action of the Board, or by TOWN, upon a thirty (30) day written notice given by the terminating party to the other party setting forth the breach. If TOWN, or COUNTY, corrects the breach within thirty (30) days after written notice of same, to the satisfaction of the terminating party, the Agreement shall remain in full force and effect. If such breach is not corrected and improved within thirty (30) days of receipt of notice of breach, the terminating party may terminate the Agreement. Specifically in the case of TOWN's requirement to maintain the beautified Trafficway, COUNTY, at the option of the Contract Administrator, may cause such breach to be corrected and improved and bill TOWN for the costs of such correction and improvement or terminate this Agreement. If COUNTY opts to correct and improve the breach and bill TOWN for same, TOWN shall then remit to COUNTY the amount so billed within thirty (30) days of TOWN's receipt thereof.

4.3 Termination of this Agreement for cause shall include, but not be limited to: failure of the parties to suitably perform the services required by Article 2 herein, failure of the TOWN to maintain the beautified Trafficway pursuant to the terms of this Agreement, and failure of the parties to continuously perform the services required by the terms and conditions of this Agreement in a manner calculated to meet or accomplish the objectives set forth herein, notwithstanding whether any such breach was previously waived or cured.

4.4 This Agreement may be terminated for convenience by either party upon a thirty (30) day written notice given by the terminating party to the other party. This Agreement may also be terminated by COUNTY's Contract Administrator upon such notice as Contract Administrator deems appropriate in the event that the Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

4.5 In the event this Agreement is terminated for convenience, upon being notified of election to terminate, the parties shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. TOWN acknowledges and agrees that ten dollars (\$10.00), the adequacy of which is hereby acknowledged by TOWN, is given as specific consideration to TOWN for COUNTY's right to terminate this Agreement for convenience.

4.6 Notice of termination shall be provided in accordance with the Article 6, "NOTICES," herein except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Article 6, "NOTICES," herein.

ARTICLE 5 - CHANGES IN SCOPE OF SERVICES

Any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 9.14 below.

ARTICLE 6 - NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Director, Engineering Division
One North University Drive
Suite 300B
Plantation, Florida 33324-2038

FOR TOWN:

Dan Oyler
Assistant Director Public Works
6591 Orange Drive
Davie, Florida 33314

ARTICLE 7 - INDEMNIFICATION

7.1 TOWN is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

7.2 In the event that TOWN contracts with a third party to provide the services set forth herein, addressed herein above, any contract with such third party shall include the following provisions:

7.2.1 Indemnification: TOWN's contractor shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of TOWN's contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due TOWN's contractor under this Agreement may be retained by TOWN and/or COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by TOWN and/ or COUNTY.

7.2.2 In order to insure the indemnification obligation TOWN's contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in Article 8, Section 8.2, in accordance with the terms and conditions required by this Article.

7.2.3 The policies referred to in Section 7.2.2 herein above shall be without any deductible amount and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida.

ARTICLE 8 - INSURANCE

8.1 The parties hereto acknowledge that TOWN is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. The TOWN shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.

8.2 In the event that TOWN contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

8.2.1 Insurance: TOWN's contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, insurance of the types and amounts as set forth on Exhibit "A," a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name COUNTY and Broward County Board of County Commissioners as an additional insured.

8.2.2 TOWN's contractor shall furnish to the Contract Administrator Certificates of Insurance or Endorsements evidencing the insurance coverages specified by this Article prior to the beginning performance of work under this Agreement.

8.2.3 Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of TOWN's contractor is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

ARTICLE 9 - MISCELLANEOUS

9.1 AUDIT RIGHT AND RETENTION OF RECORDS. COUNTY shall have the right to audit the books, records, and accounts of TOWN that are related to this Project. TOWN shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. TOWN shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to TOWN's records, TOWN shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by TOWN. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

9.2 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT. TOWN shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. TOWN shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any

services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, TOWN shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

9.2.1 TOWN's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

9.2.2 TOWN shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.

9.3 THIRD PARTY BENEFICIARIES. Neither TOWN nor COUNTY intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

9.4 ASSIGNMENT AND PERFORMANCE. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. MUNICIPALITY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction for the agreed compensation. MUNICIPALITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of MUNICIPALITY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

9.5 MATERIALITY AND WAIVER OF BREACH. COUNTY and MUNICIPALITY agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.6 COMPLIANCE WITH LAWS. MUNICIPALITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.7 SEVERANCE. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or MUNICIPALITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

9.8 JOINT PREPARATION. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

9.9 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 of this Agreement shall prevail and be given effect.

9.10 APPLICABLE LAW AND VENUE. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

9.11 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and MUNICIPALITY.

9.12 PRIOR AGREEMENTS. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the

terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 9.13 above.

9.13 INCORPORATION BY REFERENCE. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached exhibits are incorporated into and made a part of this Agreement.

9.14 MULTIPLE ORIGINALS. This Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

THIS SPACE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the ____ day of _____, 2001, and TOWN OF DAVIE, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Broward County,
Florida

By _____
Chair

____ day of _____, 2002.

Approved as to form by
Office of County Attorney
Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Pamela M. Kane
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF DAVIE FOR
TRAFFICWAY BEAUTIFICATION FOR PINE ISLAND ROAD BETWEEN NOVA DRIVE
AND I-595

TOWN

WITNESSES:

TOWN OF DAVIE

By _____
Mayor-Commissioner

ATTEST:

_____ day of _____, 2002.

, Town Clerk

Town Manager

_____ day of _____, 2002.

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
, Town Attorney

PMK
October 9, 2001
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AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF DAVIE FOR
TRAFFICWAY BEAUTIFICATION FOR PINE ISLAND ROAD BETWEEN NOVA DRIVE
AND I-595

TOWN

WITNESSES:

TOWN OF DAVIE

By _____
Mayor-Commissioner

ATTEST:

_____ day of _____, 2002.

, Town Clerk

Town Manager

_____ day of _____, 2002.

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
, Town Attorney

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October 9, 2001
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#01-088.05

EXHIBIT "A"

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATION HOLDER
THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES
NAME AND ADDRESS OF INSURED	COMPANY LETTER A
	COMPANY LETTER B
	COMPANY LETTER C
	COMPANY LETTER D
	COMPANY LETTER E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. 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.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	LIMITS OF LIABILITY (000)		
					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES OPERATIONS <input type="checkbox"/> EXPLOSION & COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> ROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> GARAGE			BODILY INJURY	\$	\$
				PROPERTY DAMAGE	\$	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 500	500
				PERSONAL INJURY		\$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED			BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 300	
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
<input checked="" type="checkbox"/>	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY			STATUTORY	\$ 100	EACH ACC
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

CERTIFICATE MUST SHOW (ON GENERAL LIABILITY ONLY)

ADDITIONAL INSURED: BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA

CERTIFICATE MUST BE SIGNED AND ALL APPLICABLE DEDUCTIBLES SHOWN

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail

Thirty (30) days written notice to the below named certificate holder

NAME AND ADDRESS OF CERTIFICATE HOLDER
 BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
 115 South Andrews Avenue
 Ft. Lauderdale, FL 33301

ATTN: Purchasing Division, Room 212

RE: BID # PROJECT #

FWN 02 DAVIS

DATE ISSUED:

AUTHORIZED REPRESENTATIVE

BY: *Mary M. Meister*

DATE:

9-25-01

D. J. ...