The City Beautiful

CITY OF CORAL GABLES
DOCUMENT FLOW CHART FOR THE EXECUTION OF HOLD HARMLESS FORM FOR PLACEMENT OF CRANE OVER PUBLIC RIGHT-OF-WAY OR ON PRIVATE PROPERTY PROJECTING OVER CITY RIGHT-OF-WAY

START HERE

CITY DEPARTMENT ISSUING PERMIT RECEIVES THE EXECUTED HOLD HARMLESS PACKAGE FROM THE PROPERTY OWNER

STEP - 2

THE CITY DEPARTMENT CHECKS THE PACKAGE FOR COMPLETENESS AND FORWARDS IT TO RISK MANAGEMENT TO REVIEW AND APPROVE THE PACKAGE

STEP - 3

IF APPROVED, RISK MANAGEMENT FORWARDS THE PACKAGE TO THE CITY ATTORNEY'S OFFICE FOR APPROVAL. IF REJECTED, THE CITY DEPARTMENT ISSUING THE PERMIT WILL CONTACT THE PROPERTY OWNER TO CORRECT THE PROBLEMS NOTED

FINAL STEP

IF APPROVED, THE CITY ATTORNEY'S OFFICE WILL NOTIFY THE DEPARTMENT ISSUING THE PERMIT AND WILL MAINTAIN THE ORIGINAL AGREEMENT ON FILE. IF REJECTED, THE CITY DEPARTMENT ISSUING THE PERMIT WILL CONTACT THE PROPERTY OWNER TO CORRECT THE PROBLEMS NOTED

The City Beautiful

CITY OF CORAL GABLES CHECK LIST FOR THE HOLD HARMLESS FORM FOR PLACEMENT OF CRANE ON/OVER PUBLIC RIGHT OF WAY OR ON PRIVATE PROPERTY PROJECTING OVER CITY RIGHT OF WAY

This check list was developed to help guide you through the process when the City requires the execution of a Hold Harmless Form For The Placement of Crane On/Over Public Right of Way or on Private Property Projecting Over City Right of Way

This form, including the package for this agreement is available @ www.coralgables.com

◄◄◄ THIS CHECK LIST MUST BE SUBMITTED WITH THE OTHER REQUIRED DOCUMENTS ►►►

Property Owner Name (as shown on Hold Harmless Agreement):	
Address of the Location where the Crane will be located:	
The date this check list was completed in its entirety:	
The name & phone # of the person who completed this check list:	

◄◄◄ THIS CHECK LIST MUST BE COMPLETED BY THE PROPERTY OWNER or DESIGNEE ►►►

- ❑ The day, month and year have been inserted into the blank lines provided for the execution date of this agreement. (The date the agreement was completed)
- ❑ The legal name of the individual(s) and/or entity(ies) that is/are the fee simple owner(s) of the real property that is described by physical address in the recitals section of this agreement has been inserted into the blank lines provided on this agreement.
- ❑ The legal name of the individual(s) and/or entity(ies) that is/are the Contractor that will is responsible for hiring the Crane Contractor at the real property that is described by physical address in the recitals section of this agreement has been inserted into the blank lines provided on this agreement.
- ❑ The legal name of the individual(s) and/or entity(ies) that is/are the fee simple owner(s) of the real property that is described by physical address in the recitals section of this agreement has been inserted into the blank lines provided on this agreement for the property owner.
- ❑ The physical address of the location where the Property Owner, Contractor and Crane Operator desire to place a crane in the City's Right-of-Way or on private property which may project over the City right-of-way has been inserted into the blank lines provided in the RECITALS section on this agreement
- ❑ The day, month and year have been inserted into the blank lines provided for the term of the Agreement. (The permit can not be issued prior to this date)
- ❑ The legal property owner(s), the contractor and the crane contractor have executed (signed) the agreement in the space provided; the names and titles have been inserted into the blank lines provided ,and their signatures and have been properly notarized by a Notary Public, with notary seal affixed.
- ❑ The "Prepared By" section at the end of the encroachment agreement has been completed & is legible
- ❑ The following documents have been submitted with the original executed hold harmless agreement
  - ❑ A copy of a certificate of insurance naming the City of Coral Gables as an Additional Insured
  - ❑ A copy of the Additional Insured Endorsement for the General Liablity Policy
  - ❑ A copy of the Additional Insured Endorsement for the Business Auto Policy
  - ❑ The original Letter of Credit, Bond, Cashier's Check or Bank Draft. $10,000 if required for a permit up of five (5) days. $100,000 is required for a permit for a period of more than five (5) days.

The Department issuing the Permit for the Encroachment:	
The name of the City Employee that reviewed & accepted this package:	
The date this check list & required documents were submitted to the City:	

IF ALL BOXES HAVE NOT BEEN CHECKED YOUR AGREEMENT IS NOT COMPLETE

HOLD HARMLESS FORM FOR PLACEMENT OF CRANE ON/OVER PUBLIC RIGHT OF WAY OR ON PRIVATE PROPERTY PROJECTING OVER CITY RIGHT OF WAY

This Agreement is made and entered this _____ day of _____, 200__, by and between the Property Owner, or duly authorized legal representative, _____(the name of the legal entity or individual that owns the property), the Contractor _____ (the name of the legal entity), and the Crane Contractor _____ (the name of the legal entity that will be operating the crane) and the City of Coral Gables, a Florida municipal corporation.

RECITALS

WHEREAS, the Property Owner, Contractor, and Crane Operator desire to place a crane in the City's Right-of-Way or on private property which may project over the City right-of-way located at _____, Coral Gables, Florida; and

WHEREAS, the City of Coral Gables is willing to allow the placement of a crane within the City limits without prejudice to the City's right to request the crane be removed at a later date.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and as further consideration for the City of Coral Gables' approval to encroach upon its right-of-way, the sufficiency which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if repeated in their entirety.

2. The City of Coral Gables hereby grants permission for the placement of the crane in the City of Coral Gables' right-of-way or on private property which may project over the City right-of-way, said placement to be in accordance with the placement area approved by the CITY.

3. The term of the Agreement shall be from the _____ day of_____, 200__to the date that the crane is removed from the site.

4. At any time, the CITY may require either the permanent or temporary removal of said encroachment within said right-of-way, sidewalk, swale area, or other such right-of-way and OWNER both for themselves and their successors in interest in the Property agree, that at such time as the CITY requires temporary or permanent removal of the aforesaid, they will do so promptly and at their own expense and that, if they should fail to do so within two (2) days of a request from the CITY for removal, the CITY may remove the aforesaid encroachment and impose the cost of removal thereof as a lien against the Property. Such lien shall be in parity or coequal with the lien of all state, county, district and city taxes, superior in dignity to all other liens, titles and claims. In the event of an emergency, the CITY shall have the right to remove the encroachment without notice to OWNER without any obligation or liability to OWNER for damage to the encroachment.

5. The Property Owner, Contractor, and Crane Contractor hereby agree to hold harmless, indemnify and defend the City of Coral Gables, its representatives, officers, agents, employees, the administration and elected and appointed officials from and against all suits, actions, claims, costs, expenses or demands (including, without limitation, suits, actions, claims, costs or demands resulting from death, personal injury and property damage) including reasonable attorney's fees, costs and appeals, arising or resulting in whole or in part, as a result of any tort, intentional action, negligent acts or omissions on the part of the Property Owner and/or Contractor and/or the Crane Contractor, their tenants, agents, subcontractors, or anyone for whose acts any of them may be liable for the placement, maintenance, operation or dismantling of the subject crane. Inclusive in this indemnity agreement is the agreement to fully indemnify Coral Gables from any claims or caused actions alleged to have been caused by the City's acts or omissions. Property Owner and/or Contractor and /or the Crane Contractor shall obtain insurance which will provide for the indemnity provision provided herein.

6. That all parties to this agreement (Property Owner, Contractor and Crane Contractor) shall obtain, for the purposes of this agreement, insurance policies, naming the City of Coral Gables as an additional insured, that will comply with the current City of Coral Gables Insurance Requirements for the Hold Harmless Form for Placement Of Crane On/Over Public Right Of Way Or On Private Property Projecting Over City Right of Way and will evidence this insurance to the Risk Management Division of the City of Coral Gables. Evidence will not be approved unless all of the requirements have been met to the satisfaction of the Risk Management Division.

7. The Property Owner, Contractor and/or Crane Contractor shall provide the City of Coral Gables with a letter of credit, bond, Cashier's Check, or bank draft in the amount of One Hundred Thousand Dollars ($100,000.00) for a period of over five (5) days OR Ten Thousand Dollars ($10,000.00) for a period of five (5) days or less, which must be valid throughout the terms of this Agreement and, which Coral Gables may go against in the event they fail to remove the crane when required by the Coral Gables Building Official OR to repair any and all damage to the City's right-of-way caused by the operation of the crane during the terms of this agreement.

8. The Property Owner, Contractor and Crane Contractor shall only allow fully certified operators, licensed in the <u>classification required to operate a truck and/or crane of the type</u> referred to in this Agreement.

9. That all individuals signing this agreement have the legal authority to enter into this hold harmless & indemnification agreement.

10. This agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations or policies of the City of Coral Gables now in effect and those hereinafter adopted.

11. The location for settlement of any claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be in Miami-Dade County, Florida.

12. The City shall be entitled as a matter of right to an injunction issued by any court of

competent jurisdiction restraining any violation of this agreement, as well as recovery of any and all costs and expenses sustained or incurred by the City in obtaining such an injunction including, without limitation, reasonable attorney's fees.

13. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties in writing.

14. Property Owner, Contractor, and Crane Contractor acknowledge that they have had ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement, and that either, Property Owner, Contractor, or Crane Contractor represent and warrant that they have sought such independent legal advice and counsel or have knowingly and voluntarily waived such right.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and the year first written above.

_____	_____	_____
Property Owner Signature	Contractor Signature	Crane Contractor Signature
_____	_____	_____
Print Name and Title	Print Name and Title	Print Name and Title

Notarization as to Property Owner

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this _____day of _____, in the year _____, by _____, who has taken an oath and is personally known to me or has produced _____as identification.

My Commission Expires _____
Print Name:

Notarization as to General Contractor

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this _____day of _____, in the year _____, by _____, who has taken an oath and is personally known to me or has produced _____as identification.

My Commission Expires _____
Print Name:

Notarization as to Crane Contractor

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this _____day of _____, in the year _____, by _____, who has taken an oath and is personally known to me or has produced _____as identification.

_____
My Commission Expires Print Name:

APPROVED AS TO FORM:

_____
ELIZABETH M. HERNANDEZ
CITY ATTORNEY

Prepared By: (Name and Street Address)

_____
_____
_____

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CITY OF CORAL GABLES
INSURANCE REQUIREMENTS FOR THE HOLD HARMLESS FORM FOR PLACEMENT OF CRANE OVER PUBLIC RIGHT OF WAY OR ON PRIVATE PROPERTY PROJECTING OVER CITY RIGHT OF WAY

This form, including the package for this agreement is available @ www.coralgables.com

The Risk Management Division of the Human Resources Department has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill it obligations and responsibilities to the taxpayers and the public.

Consequently, prior to a permit being issued by a CITY Department allowing for the placement of a crane over the public right of way or on private property projecting over CITY Right of Way**, the Property Owner, Contractor and Crane Contractor shall procure, and provide the CITY with evidence of insurance coverage as required herein and name the CITY as an Additional Insured.** All parties to this agreement shall secure and maintain, at its own expense, and keep in effect, insurance policies for the full period of this agreement.

1) Insurer Requirements The following types and amounts of insurance with insurers with a rating of **"A-" "VI" or better** according to the **A.M. Best rating guide** as a minimum standard. The insurers providing coverage must be authorized to conduct business in the State of Florida. In addition, they must be acceptable to the Risk Management Division and City Attorney's Office.

2) Type of Insurance Coverage & Minimum Limits of Liability Required

a. Crane Contractor & General Contractor

i. Commercial General Liability - Each Occurrence $1,000,000/Aggregate $2,000,000

ii. Business Auto - Combined Single Limit $1,000,000

b. Property Owner (Commercial)

i. Commercial General or Owners & Contractors Protective Liability Each Occurrence $1,000,000/Aggregate $2,000,000

c. Property Owner (Residential)

i. Personal or Owners & Contractors Protective Liability - Each Occurrence $300,000

3) Minimum Required Form of Coverage (shall be at least as broad as)

a. Commercial Properties

ISO (Insurance Services Office, Inc.) Commercial General Liability ("occurrence" Form CG 0001) or equivalent. "Claims made" form is unacceptable

b. Residential Properties

ISO (Insurance Services Office, Inc.) Homeowners (form HO 00 01, 02, 03 or 08) or equivalent

4) Required Endorsements (Residential and Commercial Properties)

Additional Insured Endorsement (Blanket or Specific) a copy must be provided with Certificate

5) Verification of Coverage

A Certificate of Insurance acceptable to the City of Coral Gables Risk Management Division including a copy of the additional insured endorsement attached to the Certificate.

6) Waiver of Insurance Requirements

Should the Property Owner not be able to comply with any of these insurance requirements, a letter must be written on letterhead, addressed to the Risk Management Division, requesting the City of Coral Gables to waive the specific insurance requirement that can not be met. Any documentation from your insurance representative agent must be provided. The waiver will be evaluated by the Risk Management Division and forwarded to the City Attorney for approval.