



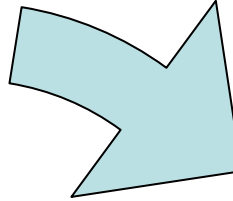
*The City Beautiful*

**CITY OF CORAL GABLES  
DOCUMENT FLOW CHART FOR THE  
EXECUTION OF HOLD HARMLESS & TEMPORARY  
ENCROACHMENT AGREEMENTS**

**START  
HERE**

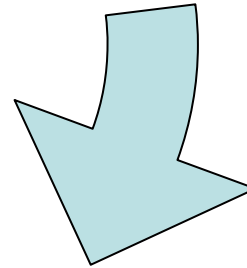


CITY DEPARTMENT ISSUING  
PERMIT RECEIVES THE  
EXECUTED HOLD HARMLESS  
PACKAGE FROM THE  
PROPERTY OWNER



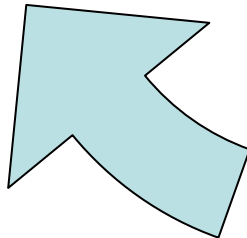
**STEP - 2**

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



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### CITY OF CORAL GABLES CHECK LIST FOR HOLD HARMLESS AND TEMPORARY USE OF RIGHT-OF-WAY AGREEMENTS

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](http://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 applicable Box next to the word (Commercial) or (Residential) has been marked with an X or ✓
- 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(s) that will be performing the work in the CITY right-of-way for the property owner 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 physical address of the location where the Property Owner and Contractor desire to work in or temporarily encroach upon the CITY right-of-way has been inserted into the blank lines provided in the RECITALS section on this agreement
- A complete description of the temporary encroachment has been provided in the blank lines provided
- 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), and the 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 Liability Policy

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**

**COMMERCIAL**

**RESIDENTIAL**

**HOLD HARMLESS AND TEMPORARY USE OF RIGHT-OF-WAY AGREEMENT**

**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) and the Contractor \_\_\_\_\_ (the name of the legal entity) AND the City of Coral Gables, a Florida municipal corporation.

**RECITALS**

**WHEREAS**, OWNER is the owner of certain real property located within the limits of the CITY, Miami-Dade County, Florida, located at \_\_\_\_\_ Coral Gables, Florida and more particularly described as follows:

See **Exhibit "A"**, attached hereto and incorporated herein by reference.

**WHEREAS**, OWNER's property is located adjacent to certain CITY right-of-way, sidewalk, swale, alley or other such right-of-way; and

**WHEREAS**, OWNER desires to encroach upon the City's sidewalk, swale, or right-of-way as follows (Please provide a complete description of the encroachment):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WHEREAS**, the City of Coral Gables is willing to allow the temporary encroachment within the City limits without prejudice to the City's right to request the removal of the encroachment at a later date and at Owner or Contractor's expense; and

**WHEREAS**, OWNER understands that at any time the CITY may require OWNER to remove the aforesaid encroachment from the right-of-way, sidewalk, swale area or other such right-of-way.

**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 aforementioned encroachment in the City of Coral Gables' right-of-way, sidewalk or swale, said encroachment 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\_\_ until the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.
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 and 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, 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 shall obtain insurance which will provide for the indemnity provision provided herein.
6. That all parties to this agreement (Property Owner and 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 Hold Harmless and Temporary Use of Right-of-Way Agreements and will evidence this insurance to the Risk Management Division of the City of Coral Gables pursuant to the specifications contained herein.
7. That all individuals signing this agreement have the legal authority to enter into this hold harmless & indemnification agreement.
8. 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.
9. 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.
10. 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.

11. 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.

12. Property Owner and 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 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

\_\_\_\_\_  
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 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:

**Prepared By: (Name and Street Address)**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
ELIZABETH M. HERNANDEZ  
CITY ATTORNEY



**CITY OF CORAL GABLES  
INSURANCE REQUIREMENTS  
FOR HOLD HARMLESS AND TEMPORARY  
USE OF RIGHT-OF-WAY AGREEMENTS**

*The City Beautiful*

This form, including the package for this agreement is available @ [www.coralgables.com](http://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 its obligations and responsibilities to the taxpayers and the public.

**Consequently, prior to a permit being issued** by a CITY Department allowing for the use or for an encroachment of the CITY Right-of-Way, **the Property Owner and the Contractor working in the CITY Right-of-Way 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. Commercial Properties (Property Owner) and Contractors**

Commercial General Liability

Each Occurrence \$1,000,000/Aggregate \$2,000,000

**b. Residential Properties (Property Owner)**

Personal 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.