



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Unfinished Business

I.3.

9/14/2021

Subject:

Allocation of American Rescue Plan Act (ARPA) funding to qualified Capital Projects and Equipment within Commission Districts

Fiscal Impact:

Allocation of not to exceed \$44 million of ARPA funding to capital projects within Commission Districts

Dept/Office:

County Manager's Office

Requested Action:

Approval of the recommended allocation of not to exceed \$44 million of ARPA funding for capital projects within Commission Districts. Authorize the County Manager to execute all necessary budget change requests for ARPA funded projects approved by the Board and authorize Purchasing Services to issue and award competitive solicitations, within Commission District ARPA funding allocation and as may be prioritized by each District Commissioner once bids are received and evaluated. Authorize the County Manager to execute all contracts, contract amendments, task orders, work orders and any necessary extensions upon review and approval by the County Attorney's Office, Risk Management and Purchasing Services.

Summary Explanation and Background:

On July 20, 2021, the Board allocated \$50M of the County's initial allocation of ARPA funding: \$8M to each commission district for qualifying Water, Waste Water, and Stormwater projects and \$2M to each commission district from Revenue Replacement for general governmental services. The Board requested staff to develop a list of meritorious water, sewer, and stormwater projects, within each commission district. The Utilities Services, Public Works, and Natural Resources Management Department Directors met and developed a list of projects that would qualify for ARPA funding and sorted the list into 3 tiers of project importance.

Tier 1 represents those projects that have funding partnership(s) and/or are high priority of the Department, shovel ready and may be completed by 2026. Tier 2 are other important projects within districts that staff has determined to be eligible for ARPA funding and may be completed by 2026. Tier 3 are stormwater projects or capital equipment that may be less likely to be completed by 2026 as required by ARPA and most likely will require revenue replacement to be utilized to fund these projects or equipment under the current U.S. Department of the Treasury guidelines. Below is a list of projects developed in consultation with each District Commissioner for which Board approval is requested and authorize the procurement process.

When developing the list of projects, the Directors provided their best estimates of project costs, however based on the prices the County has seen in recent months, there is a possibility that actual prices maybe be higher than reflect on the below list of projects. Once the procurement process is complete, the list will be

updated to reflect the bid price of each project. Staff will keep each Commissioner updated on actual costs for their district and if there is need to reconsider project priorities.

Commission District 1 - Allocated \$7,747,000 to qualifying Water, Waste Water, and Stormwater projects

- Mims Waterline Replacement, Phase 3, \$1,752,000
- Mims Waterline Replacement, Phase 4, \$1,800,000
- Scottsmoor 1 - Stormwater, \$976,000
- Scottsmoor C - Stormwater, \$1,207,000
- Johns Road Pond Retrofit - Stormwater, \$135,000
- Flounder Creek Pond - Stormwater, \$152,000
- Cherokee/Bayfield Remedial - Stormwater, \$400,000
- Devonshire Stormwater Improvements, \$350,000
- Titusville Causeway Beach Restoration, \$500,000
- Kaiser Walking Excavator, \$475,000

Commission District 2 - Allocated \$8M to qualifying Water, Waste Water, and Stormwater projects; \$2M of Revenue Replacement to projects; the balance, as available from District 2 CARES allocation.

- Sykes Creek Force Main - Replacement and Increase Pipe Diameter, \$2,292,000
- Lift Station V-03 - Relocation, \$1,551,000
- Lift Station M-16 - Relocation and Gravity Sewer, \$2,124,000
- Lift Station C8, 9 & 10 Consolidation Constructing New Lift Station and Force Main, \$3,429,000
- Lift Station F-04 - Relocation Lift Station, \$966,000
- Lift Station F-01 Construction of New Lift Station, \$1,355,000

Commission District 3 - Allocated \$8M to qualifying Water, Waste Water, and Stormwater projects

- Lift Station S-27 Rehabilitation, \$720,000
- Micco A Septic to Sewer, \$1,060,500
- South Brevard Waste Water Treatment Plant and Water Treatment Plant Land Acquisition, \$3,000,000
- Barefoot Bay Chlorine Pumps, \$1,182,000

- Micco Central - Stormwater OR Micco Southwest - Stormwater, \$802,500 (partially funded)
- Kaiser Walking Excavator, \$475,000
- Gradall Excavator, \$385,000
- Street Sweeper, \$375,000

Commission District 4 - Allocated \$8M to qualifying Water, Waste Water, and Stormwater projects; \$2M Revenue Replacement to projects

- South Central - Zone C - Septic to Sewer, approved by the Board on August 3, 2021, \$2,952,964
- Suntree Booster Station - Relocation and Pump Increase, \$2,028,000
- Lift Station S-19 - Relocation, \$1,548,000
- Lift Station S-26 - Relocation, \$854,000
- Viera Wetlands Improvements, \$2,000,000
- Johnson Jr. High Pond Denitrification Phase 2 - Stormwater, \$140,000
- Ruby Street - Stormwater Sediment and Treatment System, \$774,000

Commission District 5 - Allocated \$8M to qualifying Water, Waste Water, and Stormwater projects

- Lift Station B-03 - Rehabilitation, \$500,000
- Sewer and Manhole Lining Installation, \$2,500,000
- Basin 2258 Babcock Road Bioreactor - Stormwater, \$89,000
- South Beaches Zone A - Septic to Sewer, \$1,265,236
- Indialantic Stormwater Improvements, \$625,000
- Basin Treatment Planning - Stormwater, \$400,000
- Hoover and Ocean Park Stormwater Improvements - Stormwater, \$260,000
- Oklahoma Stormwater, \$600,000
- Ellis Road Widening from John Rodes Boulevard to West Wickham Road Stormwater, \$1,760,764

Clerk to the Board Instructions:



9-14-2021
Utility Services Department
2725 Judge Fran Jamieson Way
Building A, Room 213
Viera, Florida 32940

BOARD OF COUNTY COMMISSIONERS

RECEIVED

Inter-Office Memo

Date: May 26, 2022
To: Kristine Zonka, Chair
Board of County Commissioners County Managers
Office
Thru: Frank Abbate, County Manager *FA*
Thru: John Denninghoff, Assistant County Manager *JD*
From: Edward Fontanin, Utility Services Director *EF*
Subject: Lift Station S26 Replacement
Awarded Contractor – Danus Utilities, Inc.
Signature Execution of Construction Contract *I 3*

This construction contract is for the Lift Station S26 Replacement in the awarded amount of \$946,000.00 to Danus Utilities, Inc. We are requesting your signature to execute the attached contract as a Board approved project. This project consists of relocating the lift station by installing all new infrastructure and components along with all other incidentals necessary to complete the work in accordance with the Contract Documents.

The project is funded by Utility Services and ARPA funds. Utility Services funds were approved by the Board of County Commissioners in special session on September 21, 2021 in adopted Resolution 21-122 establishing the final budget for FY 2021-22. ARPA funding approval was adopted on September 14, 2021. Adequate funding is available for this project. Excess funds remaining for this project will remain until project closure, in the event of a change order.

If you have any questions, please contact Edward Fontanin at (321) 633-2091 or via e-mail.

Attachments:

- Board memo for ARPA Projects
- AO-29 - Contract Review and Approval Form
- Notice of Award
- Board memo for FY 2021-22 Utilities Services Budget
- CIP Sheet
- Construction contract



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 284-6972
Kimberly.Powell@brevardclerk.us

September 15, 2021

MEMORANDUM

TO: Frank Abbate, County Manager

Attn: Kathy Wall

RE: Item I.3., Allocation of American Rescue Plan Act (ARPA) Funding to Qualified Capital Projects and Equipment within Commission Districts

The Board of County Commissioners, in regular session on September 14, 2021, approved the recommended allocation of, not to exceed, \$44 million of ARPA funding for capital projects within Commission Districts; authorized you to execute all necessary Budget Change Requests for ARPA funded projects approved by the Board; authorized Purchasing Services to issue and award competitive solicitations, within Commission District ARPA funding allocation, and as may be prioritized by each District Commissioner once bids are received and evaluated; and authorized you to execute all contracts, contract amendments, task orders, work orders, and any necessary extensions upon review and approval by the County Attorney's Office, Risk Management, and Purchasing Services.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script that reads "Kimberly Powell".

Kimberly Powell, Clerk to the Board

cc: Finance
Budget



Brevard County Board of County Commissioners

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Legislation Text

September 14, 2021
Item I.3

File #: 3305, Version: 1

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Clerk to the Board Instructions:

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Danus Utilities		2. Amount: 946,000.00	
3. Fund/Account #: 4153/365300		4. Department Name: Utility Services	
5. Contract Description: Lift Station S-26 Replacement			
6. Contract Monitor: Jennifer Thomas		8. Contract Type:	
7. Dept/Office Director: Edward Fontanin, P.E.		CONSTRUCTION	
9. Type of Procurement: Invitation to Bid (ITB)			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fontanin, Edward <small>Digitally signed by Fontanin, Edward Date: 2022.01.04 10:36:22 -05'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Reynolds, Stephanie <small>Digitally signed by Reynolds, Stephanie Date: 2022.01.04 14:45:41 -05'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2022.01.04 15:16:21 -05'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Balsor, Heather <small>Digitally signed by Balsor, Heather Date: 2022.01.06 14:48:49 -05'00'</small>

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fontanin, Edward <small>Digitally signed by Fontanin, Edward Date: 2022.04.27 12:43:21 -04'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wall, Katherine <small>Digitally signed by Wall, Katherine Date: 2022.05.03 12:46:27 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wilson, Shannon <small>Digitally signed by Wilson, Shannon Date: 2022.05.13 10:53:54 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Beazley, Sarah <small>Digitally signed by Beazley, Sarah Date: 2022.05.20 15:57:49 -04'00'</small>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<u>CM DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



Purchasing Services
 2725 Judge Fran Jamieson Way
 Building C, Room 303
 Viera, Florida 32940

NOTICE OF AWARD
 April 5, 2022
 B#7-22-33-A/ Lift Station S-26 Replacement

PROCUREMENT ANALYST: Stephanie Reynolds

<u>VENDOR</u>	<u>VENDOR CITY AND STATE</u>	<u>MEETS MINIMUM REQUIREMENTS</u>	<u>ITEMS AWARDED</u>	<u>AWARD AMOUNT</u>
Danus Utilities, Inc	New Smyrna Beach, FL	Yes	All	\$946,000.00
CK Contractors and Development, LLC	West Palm Beach, FL	Yes	None	\$978,450.00
Hinterland Group, Inc	Riviera Beach, FL	Yes	None	\$1,083,000.00
Amcon Development Group, LLC	Winter Springs, FL	Not Pre-Qualified	None	718,982.18

- BOARD AWARD--AGENDA ATTACHED
- APPROVED AWARD (NON-BOARD AGENDA):
 (Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT)

Frank Abbate
 Frank Abbate, County Manager

- Award to overall lowest, responsive bidder, minimum three responses received.
- Award to other than low, with low bid being not-prequalified.
- Award to low bid, less than three responses received.

AWARDED BY A COMMITTEE CONSISTING OF: Edward Fontanin, Utility Services Director; Virginia Barker, Natural Resources Director; John Denninghoff, Assistant County Manager

FOR PURCHASING USE ONLY:

- ONE-TIME PURCHASE
- ANNUAL BID:
 EFFECTIVE DATE: _____ ENDING DATE: _____
 RENEWAL OPTION One year Other (fill in) _____
- Prompt Payment Discount Offered Yes _____ (Terms) NO
- Performance and payment bonds received with construction contract documents.
- Release Cashier's or Certified Check Received for Bid Deposit on Bids

- SPECIAL INSTRUCTIONS TO AWARDED VENDOR:
- Please provide certificate of insurance.
- Please provide performance and payment bonds as required.
- OTHER:



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 998, Titusville, Florida 32781-0999

Telephone: (321) 837-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

September 22, 2021

MEMORANDUM

TO: Jill Hayes, Budget Office Director

RE: Item D.4., Discussion and Adoption of the County's Final Budget Resolution for Fiscal Year 2021-2022

The Board of County Commissioners, in special session on September 21, 2021, executed and adopted Resolution No. 21-122, establishing the final budget for Fiscal Year 2021-2022. Enclosed is a certified copy of the Resolution.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/sm

Encl. (1)

cc: Finance

RESOLUTION NO. 21- 122

A RESOLUTION TO ADOPT A FINAL BUDGET PURSUANT TO CHAPTER 200, FLORIDA STATUTES, AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO ADOPT THE FINAL OPERATING AND CAPITAL BUDGET FOR FISCAL YEAR 2021-2022 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 200.065, Florida Statutes, as amended, requires that the Board of County Commissioners of Brevard County, Florida, adopt a resolution establishing a budget for the ensuing fiscal year; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, advertised its intent to adopt an annual budget;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

1. This Resolution is hereby adopted under the provisions of Section 200.065, Florida Statutes, as amended.
2. The Board of County Commissioners, Brevard County, Florida, as taxing and governing authority, does hereby adopt an operating and capital budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022 in the amount of \$1,651,123,043.
3. A certified copy of this Resolution shall be filed with the Property Appraiser and the Tax Collector of Brevard County, Florida, and the Department of Revenue of the State of Florida.

4. This Resolution shall take effect immediately upon its adoption.

DONE, ORDERED AND ADOPTED, THIS 21st DAY OF SEPTEMBER, A.D., 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA


Rachel Sadoff, Clerk

By: 
Rita Pritchett, Chair

As approved by the Board on September 21, 2021.

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and Danus Utilities, Inc , a Florida Corporation doing business at 2320 Beardall Avenue, Sanford FL 32771(hereinafter called the "Contractor")

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation to perform all of the work shown on the Drawings, Plans, and Specifications prepared by the Engineer, DRMP Inc, entitled as follows:

Lift Station S-26 Replacement

as prepared by DRMP, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is part of these Contract Documents, the aggregate amount of this Contract is the sum of Nine Hundred Forty Six Thousand Dollars (\$946,000.00), which is to be paid to Contractors subject to additions and deletions as provided in the Contract Documents.

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within ten (10) calendar days after issuance of the Notice to Proceed by the Owner.
- B. The Work, or portions thereof, shall be completed within the time set forth below. Liquidated Damages shall be imposed in the amount as set forth below for the following events:

Article	Description	Unit
Definitions	Substantial Completion	180 calendar days from NTP
Definitions	Final Completion	30 calendar days from Substantial Completion
	Liquidated Damages for each calendar day after time specified for Substantial Completion	\$1,690 per calendar day

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that the surface and subsurface of the site has been carefully examined. The Contractor acknowledges that sufficient test holes have been made, or other subsurface investigations made and is satisfied that the Project site is correct and suitable for this work, including all utility areas, and assumes full responsibility, therefore.

The provisions of this contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations, shall this Contract be more strongly construed against the Owner than against the Contractor and the Surety.

- B. Any ambiguity, inconsistency, or uncertainty in the Drawings, Plans, Specifications, or any Contract Document shall be reported in writing by the Contractor to the Owner and Engineer of Record. Such ambiguity or uncertainty shall then be interpreted and construed by the Engineer of Record in writing, and such final determination shall be final and binding upon all parties.
- C. It is distinctly understood and agreed that the passing, approval and acceptance of any part of the work or materials by the Owner, the Engineer of Record, or by their agents or representatives for compliance with the terms of the Contract Documents covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said work.

The Owner may require the Contractor and the surety to repair, replace, restore and/or make the work comply strictly, and in all things, with this Contract, and the Plans, Drawings, and Specifications. Any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the Contractor and the Surety to immediately repair or replace any such defective materials and workmanship shall entitle the Owner, in the Owner's sole discretion, to replace or repair the same and, after written notice, recover the reasonable cost of such replacement and repair from the Contractor and the Surety, who shall in any event be jointly and severally liable to the Owner for all damage, loss and expense caused to the Owner by reason of the Contractor's breach of this Contract and the Contractor's failure to comply strictly and in all things with this Contract and with the Drawings

and Specifications.

- D. The Contractor hereby agrees that normal local weather conditions have been considered in the establishment of the contract time. The Contractor expressly acknowledges that unfavorable working conditions will exist at the work site as a result of normal local weather.

The Contractor shall take into consideration local weather conditions in planning and scheduling of the work to ensure the completion of the work within the contract time provided. No time extensions will be granted for the Contractor's failure to take into account such weather conditions for the location of the work and for the period of time in which the work is to be accomplished.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine due to the impossibility of precisely ascertaining the amount of damages that will be sustained by the Owner as a consequence of such delay. Both parties desire to obviate any question of dispute concerning the amount of said damages for delay and the cost and impact of the failure of the Contractor to complete the Contract on time. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project. The term Substantial Completion is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed by the Owner, a written addendum setting forth a reasonable date by which the Contractor must achieve Substantial Completion shall be executed by the Contractor, Owner, and the Owner's Engineer. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Upon failure of the Contractor to attain Substantial Completion as agreed to by the parties (plus approved extensions, if any), the Contractor shall pay \$1,690.00 for each calendar day of delay after the date specified for Substantial Completion up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

The parties stipulate this amount is not a penalty, but liquidated damages to the Owner based on a reasonable measure of damages from the parties' experience in the utility wastewater construction industry and given the nature of losses that result from delays. Additionally, it is agreed and stipulated that liquidated damages to the Contractor will be acknowledged due to delays caused by the Owner and said liquidated damages to the Contractor shall be limited to the extension provision of contract time.

- B. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim by the County for actual damages involving any defects in the work, breach of contract of any kind, negligence, or any

other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.

- C. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor for final payment. If no money is due the Contractor, the Owner shall have the right to recover the liquidated damages sum from the Contractor. . The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, whichever is applicable, and such deductions are not to be considered as penalties.

1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Chapter 218, Florida Statutes, Florida Prompt Payment Act and Fla. Stat. Sect. 255.078, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above-described contract documents are incorporated as a part of this Contract as if set forth in full herein.

1.09 E-VERIFICATION

- A. In accordance with Chapter 448.095, Florida Statutes, a public employer, contractor, or a subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System.
- B. The County shall not enter into, or renew, a contract with a vendor/ contractor that is not enrolled in E-Verify. Any vendor/contractor that has a contract with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term.
- C. The County shall verify the Vendor's/Contractor's participation in E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. Vendor's/Contractor's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.
- D. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
- E. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

1.10 PUBLIC RECORDS.

In the performance of this Contract, the Contractor shall keep books, records and accounts of all activities related to the Contract in compliance with generally accepted accounting procedures and in compliance with the Public Records Laws of the State of Florida (Including, but not limited to Chapter 119, Florida Statutes).

All records or documents created by Contractor or provided to Contractor by the County in connection with the activities or services provided by Contractor under the terms of this Contract, are public records and Contractor agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes. Records, documents, books and accounts ordinarily and necessarily required for the performance of this Contract shall be kept, maintained and open for inspection by the County, County's representative, and members of the public during regular business hours. The Contractor shall provide the public with access to public records on the same terms and conditions that the public agency provides the records and at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law (see also County Administrative Order, AO-47).

The Contractor shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Contract shall be subject to copyright by Contractor in the United States or any other country.

Should the County face any legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, the Contractor agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Contractor shall hire and compensate attorney(s) to represent the Contractor and the County in defending such action. The Contractor shall pay all costs to defend such action and any costs and attorneys fees awarded pursuant to Section 119.12, Florida Statutes.

The Contractor shall meet all requirements for retaining public records and shall transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with the provisions of this Section, shall result in the County taking enforcement action against the Contractor including the cost to the County for gaining the Contractor's compliance which will include, but are not limited to, the gross hourly rate of the County's employee(s) contacts to the Contractor to obtain compliance with this Section, litigation filing fees and attorney's fees.

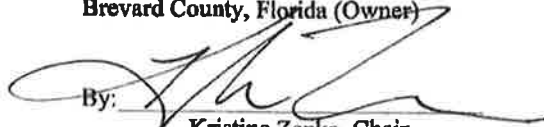
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT Katie Ballagh, THE CUSTODIAN OF PUBLIC RECORDS AT (321) 633-2046, Katie.Ballagh@brevardfl.gov OR 2725 JUDGE FRAN JAMIESON WAY, BUILDING A, SUITE 213, VIERA, FLORIDA 32940.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:*

Attest:

Board of County Commissioners of
Brevard County, Florida (Owner)

 for
Rachel Sadoff, Clerk

By: 
Kristine Zonka, Chair

Date: _____

Seal

As approved by the Board on:

Danus Utilities, Inc.
Contractor

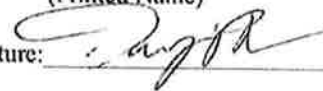
9/21/2021

Date: 4/14/22

Reviewed for legal form and content:

By: Daniel J Pardus
(Printed Name)


(Assistant) County Attorney

Signature: 

Title: President

_____(Seal)

(* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that a meeting of the Board of Directors of Danus Utilities, Inc., a Corporation under the laws of the State of Florida, held on April 14, 2022, the following resolution was duly passed and adopted:

“RESOLVED, that Daniel J Pardus, as _____ President of the Corporation, be and he is hereby authorized to execute the Contract dated April 14, 20 22, also known as “Lift Station S-26 Replacement”, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 14 day of April, 20 22.

Alice M Pardus
Secretary

END OF SECTION

Bond No. 2326137
Executed in 3 Counterparts

PUBLIC CONSTRUCTION BOND

(Payment and Performance)

BY THIS BOND, We Danus Utilities, Inc., having its principal place of business at 2320 Beardall Avenue, Sanford, FL 32771, (386)233-5588, herein called Principal, and North American Specialty Insurance Company having its principal place of business at 1200 Main Street, Suite 800, Kansas City, MO 64105-2478, (816)235-3700a a corporation as Surety, are bound to Board of County Commissioners of Brevard County, Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, (321) 633-2000, herein called Owner, in the sum of Nine Hundred Forty Six Thousand Dollars & Zero Cents (\$946,000.00) for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs the contract number B-7-22-33-A dated _____ between Principal and Owner for construction of (project description) Lift Station S-26 Replacement Satellite Beach, Brevard County, FL, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including

appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes.


Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Signed and sealed this 18 day of April, 2022

Danus Utilities, Inc.

Witness:


ROBERT H BROWN

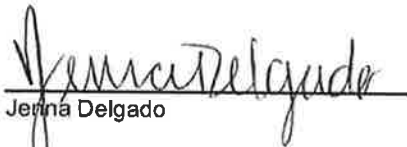


(Principal) (Seal)

Its: President

(Title)
North American Specialty Insurance Company

Witness:


Jerina Delgado

Teresa L. Durham

(Surety) Teresa L. Durham* (Seal)
Its Attorney-In-Fact & FL Licensed Resident Agent

(Title) *Inquiries: 407-786-7770

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Alice M Pardus certify that I am the Secretary of the Corporation named as Principal in the within bond; that Daniel J Pardus who signed the said bond on behalf of the Principal, was then President of said Corporation; that I know the Principal, and the Principal's signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Alice M Pardus (Seal)
Secretary

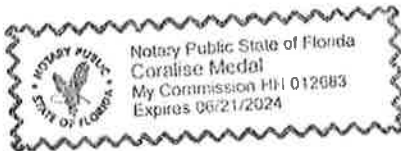
STATE OF FLORIDA)
 SS
COUNTY OF ORANGE)

Before me, a Notary Public, duly commissioned, qualified and acting, appeared Teresa L. Durham by means of physical presence or online notarization who being by me first duly sworn upon oath, says that this individual is the Attorney-in-Fact, for the North American Specialty Insurance Company and that said individual has been authorized by ___*___ to execute the foregoing bond on behalf of the Contractor named therein in favor of Board of County Commissioners of Brevard County, Florida.

Subscribed and sworn to before me this 13th day of April, 20 22,
A.D.

(Attach Power of Attorney)

Coralise Medal
Notary Public
State of Florida-at-Large



My Commission Expires: 06/21/2024
My Commission Number is: HH 012683

*North American Specialty Insurance Company

SWISS RE CORPORATE SOLUTIONS

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION**

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

JEFFREY W. REICH, SUSAN L. REICH, KIM E. NIV, TERESA L. DURHAM, GLORIA A. RICHARDS, CHERYL A. FOLEY, LISA A. ROSELAND
EMILY J. GOLECKI, SONJA AMANDA FLOREE HARRIS, ROBERT P. O'LINN, and SARAH K. O'LINN JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By [Signature]
Erik Janssens, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1ST day of DECEMBER, 20 21.

**North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation**

State of Illinois
County of Cook ss:

On this 1ST day of DECEMBER, 20 21, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Erik Janssens, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this ___ day of _____, 20 ____.

[Signature]

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

April 13, 2022

Board of County Commissioners of Brevard County, Florida
2725 Judge Fran Jamieson Way
Viera, FL 32940

RE: AUTHORITY TO DATE BONDS AND POWERS OF ATTORNEY

Principal: Danus Utilities, Inc.

Bond No: 2326137

Project: B-7-22-33-A, Lift Station S-26 Replacement

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to insert the contract date onto the contract bonds and powers of attorney.

Once dated, please email to coralise@floridasuretybonds.com
or fax a copy of the bonds to our office at (407) 786-7766.

Sincerely,
North American Specialty Insurance Company

Teresa L. Durham
Attorney-In-Fact
& Florida Licensed Resident Agent



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

NOTICE

255.05 Florida Statutes requires that YOU, the Contractor, RECORD ALL PUBLIC BONDS with the Clerk of the County where the project is located, prior to commencement. FAILURE TO PROPERLY RECORD A BOND may convert it from a Statutory Bond to a Common Law Bond potentially INVITING PREVIOUSLY EXCLUDED CLAIMANTS.

Legal precedent shows the Courts have ruled in favor of Claimants against the Contractor where a bond has not been properly recorded. We strongly encourage you to record your bonds.

Attached is an EXTRA RECORDING COPY of your Performance and Payment Bond. We will continue to send you an extra original each time you request a bond.

Sincerely,

The FSB Team



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
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April 13, 2022

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Once dated, please email to coralise@floridasuretybonds.com
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Sincerely,
North American Specialty Insurance Company

Teresa L. Durham
Attorney-In-Fact
& Florida Licensed Resident Agent



Bond No. 2326137
Executed in 3 Counterparts

PUBLIC CONSTRUCTION BOND

(Payment and Performance)

BY THIS BOND, We Danus Utilities, Inc., having its principal place of business at 2320 Beardall Avenue, Sanford, FL 32771, (386)233-5588, herein called Principal, and North American Specialty Insurance Company having its principal place of business at 1200 Main Street, Suite 800, Kansas City, MO 64105-2478, (816)235-3700a corporation as Surety, are bound to Board of County Commissioners of Brevard County, Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, (321) 633-2000, herein called Owner, in the sum of Nine Hundred Forty Six Thousand Dollars & Zero Cents (\$946,000.00) for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs the contract number B-7-22-33-A dated _____ between Principal and Owner for construction of (project description) Lift Station S-26 Replacement Satellite Beach, Brevard County, FL, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including

appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

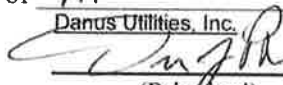
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Signed and sealed this 18 day of April, 2022

Danus Utilities, Inc.



(Principal)



Witness:



ROBERT H. BROWN

Its: _____

(Title)

North American Specialty Insurance Company


Witness:



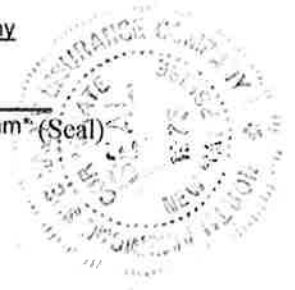
Jenna Delgado

Its Attorney-In-Fact & FL Licensed Resident Agent

(Title) *Inquiries: 407-786-7770



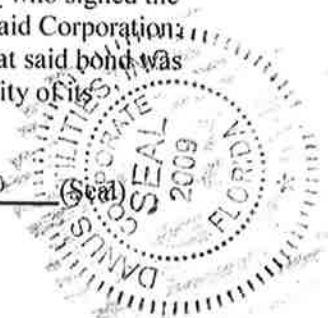
(Surety) Teresa L. Durham* (Seal)



CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Alice M Pardus certify that I am the Secretary of the Corporation named as Principal in the within bond; that Daniel S Pardus who signed the said bond on behalf of the Principal, was then President of said Corporation; that I know the Principal, and the Principal's signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Alice M Pardus
Secretary



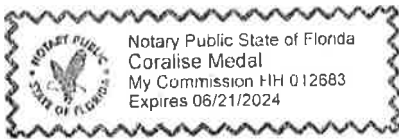
STATE OF FLORIDA)
SS
COUNTY OF ORANGE)

Before me, a Notary Public, duly commissioned, qualified and acting, appeared Teresa L. Durham by means of physical presence or online notarization who being by me first duly sworn upon oath, says that this individual is the Attorney-in-Fact, for the North American Specialty Insurance Company and that said individual has been authorized by * to execute the foregoing bond on behalf of the Contractor named therein in favor of Board of County Commissioners of Brevard County, Florida.

Subscribed and sworn to before me this 13th day of April, 2022,
A.D.

(Attach Power of Attorney)

Coralise Medal
Notary Public
State of Florida-at-Large



My Commission Expires: 06/21/2024
My Commission Number is: HH 012683

*North American Specialty Insurance Company

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

JEFFREY W. REICH, SUSAN L. REICH, KIM E. NIV, TERESA L. DURHAM, GLORIA A. RICHARDS, CHERYL A. FOLEY, LISA A. ROSELAND
EMILY J. GOLECKI, SONJA AMANDA FLOREE HARRIS, ROBERT P. O'LINN, and SARAH K. O'LINN JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Erik Janssens, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

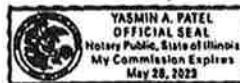


IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1ST day of DECEMBER, 20 21.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 1ST day of DECEMBER, 20 21, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Erik Janssens Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of 20

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of Washington International Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Caton-Hosey Insurance 3731 Nova Rd Port Orange FL 32129		CONTACT NAME: Melissa Adrian, CPSR PHONE (A/C, No, Ext): (386) 767-3161 FAX (A/C, No): (386) 760-1770 E-MAIL ADDRESS: melissa@catonhosey.com	
INSURED Danus Utilities, Inc 2320 N Beardall Ave Sanford FL 32771		INSURER(S) AFFORDING COVERAGE INSURER A: National Builders 16632 INSURER B: Owners Insurance Company 32700 INSURER C: Travelers Property & Casualty Company 25674 INSURER D: Federal Insurance Company 20281 INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2161526264 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		Y	PKG-0197186-03	07/02/2021	07/02/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			4806741403	07/02/2021	07/02/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-31N15068-21-NF	07/02/2021	07/02/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV 0264441-05	07/02/2021	07/02/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Rented & Leased Equipment			45471710	06/24/2021	06/24/2022	Limit \$350,000 Deductible \$1,000

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

Project: Lift Station 26 Replacement BID#B-7-22-33
Notice of Cancellation is 30 days unless with respect to Non-Payment Cancellation which will be 10 days. Brevard County, its officers and employees are included as an Additional Insured for General Liability Only with respects to operations of the Named Insured and as required by written contract

Installation Floater - Builders Insurance Group - #PKG019718603 - 07/01/2022-07/01/2023 - Limit: \$718,000

CERTIFICATE HOLDER		CANCELLATION	
Brevard County Board of County Commissioners 2725 Judge Fran Jamieson Way Building A-213 Vierra FL 32940		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTRA COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

TABLE OF CONTENTS

Additions to SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Non-Owned Watercraft
2. Fire, Lightning, Explosion, Smoke, or Leakage from an Automatic Fire Protection System

Additions to SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Increased Limits for Bail Bonds
2. Increased Limit of Loss of Earnings

Additions to SECTION II – WHO IS AN INSURED

1. Additional Insured Status for Persons or Organizations Required by Written Contract or Agreement
2. Incidental Medical Malpractice
3. Newly Acquired or Formed Organizations

Additions to SECTION III – LIMITS OF INSURANCE

1. Damage to Premises Rented To You
2. Increased Medical Payments Limit
3. Additional Insured- Persons or Organizations Required by Written Contract or Agreement

Additions to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Knowledge of Occurrence
2. Primary and Noncontributory
3. Transfer of Rights of Recovery
4. Liberalization
5. Unintentional Failure to Disclose

COMMERCIAL GENERAL LIABILITY

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is revised as follows:

1. **Non-Owned Watercraft.** Paragraph 2. **Exclusions, g. Aircraft, Auto Or Watercraft** item (2) is deleted and replaced with the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

2. **Property Damage Exclusion.** Paragraph 2. **Exclusions, j. Damage to Property** is revised by deleting the clause that states:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

and replacing it with:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke or leakage from an automatic fire protection system) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is revised as follows:

3. **Increased Limits.** Paragraph 1.b. is deleted and replaced by the following, to provide that we will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

b. Up to \$2,500 for cost of bail bonds required because of motor vehicle accidents or traffic law violations arising out of the use of any motor vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

4. **Increased Limits.** Paragraph 1.d. is deleted and replaced by the following, to provide that we will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$350 a day because of time off from work.

SECTION II -WHO IS AN INSURED - is revised as follows:

1. **Additional Insureds.**

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

COMMERCIAL GENERAL LIABILITY

- (a) Your acts or omissions; or
- (b) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Incidental Medical Malpractice. The following exception is added:

Paragraph 2.a.(1)(d) does not apply to your "employees" or "volunteer workers" who provide professional health care services on your behalf as a duly licensed:

- (i) Emergency Medical Technician; or
- (ii) Paramedic.

COMMERCIAL GENERAL LIABILITY

This exception does not apply if you are in the business or occupation of providing emergency medical or paramedic services.

3. Newly Acquired or Formed Organizations.

Paragraph 3.a. is deleted and replaced with the following:

- (a) Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

Paragraph 3.b. is deleted and replaced with the following:

- (b) Coverage A does not apply to "bodily injury" or "property damage" to "your product" that occurred before you acquired or formed the organization; and

SECTION III - LIMITS OF INSURANCE - The following is added for the purpose of this Endorsement:

The Limits of Insurance shown in the Declarations apply to the insurance provided by this endorsement, except the following limits, which are amended:

1. Damage To Premises Rented To You.

The limit for Damage to Premises Rented to You is amended to be the lesser of:

- (a) The Each Occurrence Limit shown in the Declarations; or
- (b) \$300,000.

2. Increased Medical Payments Limit.

Without increasing any applicable General Aggregate Limit or per occurrence Limit, the Medical Expense Limit in Coverage C is \$10,000 per person unless a greater amount is shown in the Declarations.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - is revised as follows:

1. Knowledge of Occurrence. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit.

When you or any other insured know or should know that there has been an "occurrence" or offense which may result in a claim or "suit" to which this insurance may apply, you must notify us as soon as practicable, and such duty to give us notice shall be deemed to have been triggered when facts sufficient to believe an "occurrence" or offense has occurred becomes known to:

- (1) You, if you are an individual;
- (2) A member or partner, if you are a partnership or joint venture;
- (3) A member or manager, if you are a limited liability company;
- (4) An "executive officer" or director, if you are an organization other than a partnership, joint venture or limited liability company;
- (5) A trustee, if you are a trust;
- (6) Your insurance manager;
- (7) Your legal representative if you die or dissolve;
- (8) Any person claiming coverage or seeking benefits under the policy; or
- (9) Any member, partner, manager, "executive officer", director, or trustee of any organization, limited liability company, corporation, partnership, joint venture or trust claiming coverage or seeking benefits under the policy.

COMMERCIAL GENERAL LIABILITY

2. Primary and Noncontributory. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

3. Transfer Of Rights Of Recovery. The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us.**

- We waive the rights of recovery we may have because of payments we make for injury or damages arising out of:
- (a) Your ongoing operations or "your work" done under a contract with a person or organization and included in the "products-completed operations hazard"; or
 - (b) The ownership, maintenance or use of that part of a premise leased to you.

Our rights may not be waived except if waived in writing by us prior to the "occurrence" giving rise to the injury or damage for which we make payments under this Coverage. The insured must do nothing after the loss to impair or prejudice our rights and must do whatever we deem necessary to enable us to exercise our rights. At our request, the insured shall bring "suit" against liable parties or transfer those rights to us.

4. Liberalization. The following is added:

If we revise this version of this General Liability Extra Coverage Endorsement to provide more coverage without additional premium charges, this endorsement will automatically provide the revised coverage as of the day the revision is effective in the state in which you reside.

5. Unintentional Failure to Disclose. The following is added:

An unintentional failure to completely describe or unintentional error or omission in the description of any premises or operations intended by you to be covered by this Commercial General Liability Coverage Form will not invalidate coverage for those premises or operations. An unintentional error, omission or failure must be reported to us as soon as practical after it is discovered.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY AND ENDORSEMENTS REMAIN UNCHANGED.



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

September 15, 2021

M E M O R A N D U M

TO: Frank Abbate, County Manager

Attn: Kathy Wall

RE: Item 1.3., Allocation of American Rescue Plan Act (ARPA) Funding to Qualified Capital Projects and Equipment within Commission Districts

The Board of County Commissioners, in regular session on September 14, 2021, approved the recommended allocation of, not to exceed, \$44 million of ARPA funding for capital projects within Commission Districts; authorized you to execute all necessary Budget Change Requests for ARPA funded projects approved by the Board; authorized Purchasing Services to issue and award competitive solicitations, within Commission District ARPA funding allocation, and as may be prioritized by each District Commissioner once bids are received and evaluated; and authorized you to execute all contracts, contract amendments, task orders, work orders, and any necessary extensions upon review and approval by the County Attorney's Office, Risk Management, and Purchasing Services.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

cc: Finance
Budget