



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

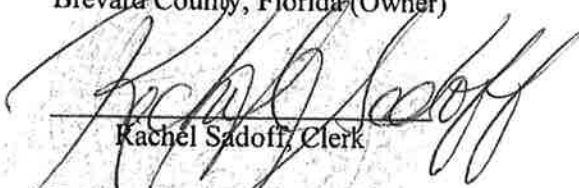
A handwritten signature in cursive script, reading "Kimberly Powell".

Kimberly Powell, Clerk to the Board

cc: Finance  
Budget

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

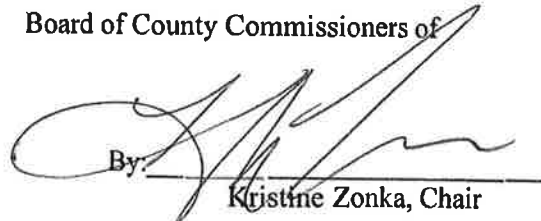
Attest:  
Brevard County, Florida (Owner)

  
Rachel Sadoff, Clerk

Date: April 8, 2022

Seal

Board of County Commissioners of

By:   
Kristine Zonka, Chair

As approved by the Board on: 9-14-21

\_\_\_\_\_  
Contractor

Date: FEBRUARY 22, 2022

Reviewed for legal form and content:

By: BENJAMIN MILLER  
(Printed Name)

Signature: 

Title: VICE PRESIDENT

  
(Assistant) County Attorney

\_\_\_\_\_  
(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 MARTIN

I HEREBY CERTIFY that a meeting of the Board of Directors of FELIX ASSOC. OF FL., INC., a Corporation under the laws of the State of Florida, held on Jan. 03, 2022, the following resolution was duly passed and adopted:

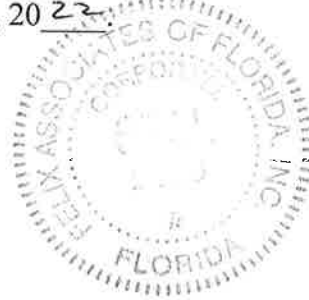
"RESOLVED, that BENJAMIN MILLER, as VICE President of the Corporation, be and he is hereby authorized to execute the Contract dated FEBRUARY 22, 2022, also known as "Lift Station V-03 Replacement", between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the 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 22<sup>nd</sup> day of FEBRUARY, 2022.

Secretary

BENJAMIN MILLER  
SEC. / PRES.



END OF SECTION

**Record & Return to:**

*(Insert contractor name & address)*

Felix Associates of Florida, Inc.

8528 SW Kansas Ave.

Stuart, Florida 34997

*Board of County Commissioners of Brevard County*

**This is the *front page* of the Performance bond issued  
in compliance with Florida Statute Sec. 255.05**

Bond Number: Bond No. PB10662400430

Owner Name: Board of County Commissioners of Brevard County  
2725 Judge Fran Jamieson Way  
Viera, Florida, 32940, (321) 633-2000

Project Title: Lift Station V-03 Replacement

Contractor Name: Felix Associates of Florida, Inc.

Contractor's Principal Business Address: 8528 SW Kansas Ave.

Stuart, Florida 34997

Contractor's Telephone Number: (772) 220-2722

Surety Name: Philadelphia Indemnity Insurance Company

One Bala Plaza, Ste. 100 Bala Cynwyd, PA 19004  
(973-890-0900; (f) 973-890-9038)

**This is the *front page* of the Bond.  
All other pages are subsequent regardless of the pre-printed numbers.**

**PUBLIC CONSTRUCTION BOND**

(Payment and Performance)

BY THIS BOND, We Felix Associates of Florida, Inc., having its principal place of business at 8528 SW Kansas Ave., Stuart, FL 34997, (772)220-2722, herein called Principal, and Philadelphia Indemnity Insurance Company, having its principal place of business at One Bala Plaza, Ste. 100, Bala Cynwyd, PA 19004, (973)435-3306, 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 One Million Nine Hundred Twenty Nine Thousand Five Hundred Dollars and No/100. (\$1,929,500.00) 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-7-22-06-A dated 2/22/2022 between Principal and Owner for construction of (project description) Lift Station V-03 Replacement, 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 22nd day of February, 2022

Witness:

Felix Associates of Florida, Inc.

(Principal)

(Seal)

RUSSELL COMBS

Its:

BENJAMIN MILLER  
(Title) VICE PRESIDENT

Witness:

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

Stephanie F. Foy  
Stephanie F. Foy

Its:

Robert Culnen  
(Title) Robert Culnen, Atty-In-Fact

Resident Agent:

Deborah Ann Finkell

Philadelphia Indemnity Insurance Company

(Name)

7949 Princeton Manor Circle, Lakeland, FL 33909

(Address)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, RUSSEL COMBS certify that I am the Secretary of the Corporation named as Principal in the within bond; that BENJAMIN MILLER who signed the said bond on behalf of the Principal, was then VICE-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.

Secretary

RUSSEL COMBS

(Seal)

STATE OF FLORIDA )

SS

COUNTY OF ) MARTIN

Before me, a Notary Public, duly commissioned, qualified and acting, appeared BENJAMIN MILLER 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 Company and that said individual has been authorized by President 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 22<sup>nd</sup> day of FEBRUARY, 20 22, A.D.

(Attach Power of Attorney)

Jana R. Cattoi

Notary Public

State of Florida-at-Large

My Commission Expires: 12-2-24

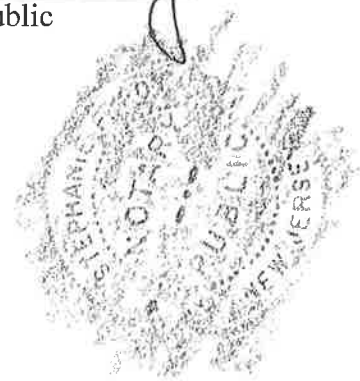
My Commission Number is: HH 068617



State of New Jersey ]  
County of Passaic ]-ss

My Commission expires:

Stephanus L. Day  
Notary Public





PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Louis A. Vlahakes, Robert Culnen, Joseph W. Mallory, Lisa Nosal, Stephanie Foy and Pamela J. Boyle of C & H Agency, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



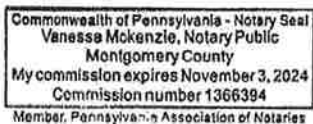
(Seal)

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

*Vanessa McKenzie*



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22nd day of February, 20 22



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



# PHILADELPHIA INDEMNITY INSURANCE COMPANY

## Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus (in thousands, except par value and share amounts)

### Admitted Assets

	As of December 31,	
	2020	2019
Bonds (fair value \$8,041,263 and \$7,329,360)	\$ 7,601,946	\$ 7,059,903
Preferred stocks (fair value \$16,537 and \$23,575)	15,673	22,761
Common stocks (cost \$52,609 and \$65,563)	43,373	64,634
Mortgage loans	821,250	803,679
Real estate	29,973	10,305
Other invested assets (cost \$203,028 and \$231,120)	215,589	243,127
Receivables for securities sold	943	684
Cash, cash equivalents and short-term investments	34,279	59,534
Cash and invested assets	8,763,026	8,264,627
Premiums receivable, agents' balances and other receivables	908,602	874,835
Reinsurance recoverable on paid loss and loss adjustment expenses	38,737	54,706
Accrued investment income	74,070	76,312
Receivable from affiliates	7,586	657
Federal income taxes receivable	-	28,027
Net deferred tax assets	138,129	134,628
Other assets	4,997	3,541
Total admitted assets	\$ 9,935,147	\$ 9,437,333

### Liabilities and Capital and Surplus

#### Liabilities:

Unpaid loss and loss adjustment expenses	\$ 5,218,304	\$ 5,007,616
Unearned premiums	1,582,116	1,597,243
Reinsurance payable on paid loss and loss adjustment expenses	30,398	45,391
Ceded reinsurance premiums payable	108,936	100,299
Commissions payable, contingent commissions and other similar charges	214,389	216,136
Federal income taxes payable	8,480	-
Funds held	77,256	66,937
Payable to affiliates	18,486	16,383
Provision for reinsurance	87	78
Payable for securities purchased	17,820	58,784
Accrued expenses and other liabilities	32,170	27,116
Total liabilities	7,308,442	7,135,983

#### Capital:

Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
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#### Surplus:

Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	2,236,134	1,910,779
Total surplus	2,622,205	2,296,850
Total capital and surplus	2,626,705	2,301,350
Total liabilities and capital and surplus	\$ 9,935,147	\$ 9,437,333

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:

Commonwealth of Pennsylvania - Notary Seal  
Kimberly A. Kessleski, Notary Public  
Montgomery County  
My commission expires December 18, 2024  
Commission number 1245769  
Member, Pennsylvania Association of Notaries

Sworn to before me this 26<sup>th</sup> day of May 2021.

DocuSigned by:

Karen Gilmer-Pauciello

Karen Gilmer-Pauciello, EVP & CFO

Kimberly Kessleski, Notary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/23/2022

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).

<b>PRODUCER</b> C & H Agency 783 Riverview Drive P.O. Box 324 Totowa NJ 07511		<b>CONTACT NAME:</b> Jo-Ann Intiso <b>PHONE (A/C, No, Ext):</b> (973) 890-0900 <b>FAX (A/C, No):</b> (973) 812-9860 <b>E-MAIL ADDRESS:</b> jintiso@chagency.com													
<b>INSURED</b> Felix Associates of Florida, Inc. 8528 SW Kansas Avenue Stuart FL 34997		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td><b>INSURER A:</b> Executive Risk Indemnity</td><td><b>NAIC #</b> 35181</td></tr><tr><td><b>INSURER B:</b> Federal Insurance Co.</td><td>20281</td></tr><tr><td><b>INSURER C:</b> Aspen American Insurance Co.</td><td>43460</td></tr><tr><td><b>INSURER D:</b> Clear Blue Specialty Ins. Co.</td><td>37745</td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>		<b>INSURER A:</b> Executive Risk Indemnity	<b>NAIC #</b> 35181	<b>INSURER B:</b> Federal Insurance Co.	20281	<b>INSURER C:</b> Aspen American Insurance Co.	43460	<b>INSURER D:</b> Clear Blue Specialty Ins. Co.	37745	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER F:</b>															

**COVERAGES****CERTIFICATE NUMBER:** 21-22**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU-Completed Ops <input checked="" type="checkbox"/> Blanket Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			54326202	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 2,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 2,000,000				
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			54326201	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			5671-7285	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 5,000,000
			AGGREGATE \$ 5,000,000				
			Follow Form \$				
			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER				
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	54326203	12/31/2021	12/31/2022	E.L. EACH ACCIDENT \$ 1,000,000
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
			Owned-Leased Rent.Max \$1,000,000				
C	Contractor's Equipment & Installation Floater			IM00KG721	12/31/2021	12/31/2022	Jobsite Limit: \$2,000,000

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

RE: Lift Station V-03 Replacement, Bid# 8-7-22-06 A.  
Brevard County Board of County Commissioners is included as Additional Insured for General Liability, Auto Liability and Excess Liability with respect to this project, but only if required by written and signed contract.  
Installation Floater Satisfies the Builders Risk Requirement.  
Notice of Cancellation per policy form.  
Evidence of Insurance-Supplement to Section 00650.

**CERTIFICATE HOLDER****CANCELLATION**

Brevard County Board of County Commissioners  
2725 Judge Fran Jamieson Way  
Bldg C, 3rd Floor, Suite C-303  
Viera 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_\_ of \_\_\_\_\_

AGENCY C & H Agency		NAMED INSURED Felix Associates of Florida, Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

D. Excess Liability - Follow Form  
Carrier: Clear Blue Specialty Ins. Co.  
Policy #: WCCN-CEL-0000824-02  
Policy Dates: 12/31/21 - 12/31/22  
Limits: \$5,000,000 Occurrence/\$5,000,000 Aggregate

## CERTIFICATE OF INSURANCE

POLICY INCLUDES COVERAGE FOR:

	YES	NO
1. Additional Insured: Owner and Engineer	_____	_____
2. Liability under the United States Longshoremen's and Harbor Workers' Compensation Act.	_____	_____
3. All owned, hired, or non-owned automotive equipment used in connection with work done for the Owner.	_____	_____
4. Damage caused by explosion, collapse or structural injury, and damage to underground utilities.	_____	_____
5. Products/Completed Operations	_____	_____
6. Owner's and Contractor's Protective Liability	_____	_____
7. Liability assumed in the Contract	_____	_____
8. Personal Injury Liability	_____	_____
9. Excess Liability applies excess of:		
(a) Employers' Liability	_____	_____
(b) Comprehensive General Liability	_____	_____
(c) Comprehensive Automobile Liability	_____	_____
(d) Contractual Liability	_____	_____

FORMS OF COVERAGE

LIMITS OF LIABILITY -Refer to ACORD 25 attached.

Workers' Compensation	_____
Employers' Liability	\$ _____
Comprehensive Auto Liability	\$ _____ Each Occurrence Combined Single Limit BI/PD
Comprehensive General Liability	\$ _____ Each Occurrence Combined Single Limit BI/PD
Contractual Liability	\$ _____
Excess Liability	\$ _____ Each Occurrence Combined Single Limit BI/PD
Builder's Risk	\$ _____
Other (please specify type)	_____



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/23/2022

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<b>PRODUCER</b> C & H Agency 783 Riverview Drive P.O. Box 324 Totowa NJ 07511	<b>CONTACT NAME:</b> Jo-Ann Intiso <b>PHONE (A/C, No, Ext):</b> (973) 890-0900 <b>E-MAIL ADDRESS:</b> jintiso@chagency.com <b>FAX (A/C, No):</b> (973) 812-9860																					
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INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** 21-22**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU-Completed Ops <input checked="" type="checkbox"/> Blanket Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			54326202	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPI/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			54326201	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5671-7285	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Follow Form \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	54326203	12/31/2021	12/31/2022	<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
C	Contractor's Equipment & Installation Floater			IM00KG721	12/31/2021	12/31/2022	Owned-Leased Rent.Max \$1,000,000 Jobsite Limit: \$2,000,000

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

RE: Lift Station V-03 Replacement, Bid# 8-7-22-06 A.  
Brevard County Board of County Commissioners is included as Additional Insured for General Liability, Auto Liability and Excess Liability with respect to this project, but only if required by written and signed contract.  
Installation Floater Satisfies the Builders Risk Requirement.  
Notice of Cancellation per policy form.  
Evidence of Insurance-Supplement to Section 00650.

**CERTIFICATE HOLDER****CANCELLATION**

Brevard County Board of County Commissioners  
2725 Judge Fran Jamieson Way  
Bldg C, 3rd Floor, Suite C-303  
Viera 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

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_\_ of \_\_\_\_\_

AGENCY C & H Agency		NAMED INSURED Felix Associates of Florida, Inc.	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

D. Excess Liability - Follow Form  
 Carrier: CLear Blue Specialty Ins. Co.  
 Policy #: WCCN-CEL-0000824-02  
 Policy Dates: 12/31/21 - 12/31/22  
 Limits: \$5,000,000 Occurrence/\$5,000,000 Aggregate



# CERTIFICATE OF INSURANCE

POLICY INCLUDES COVERAGE FOR:

YES

NO

1. Additional Insured: Owner and Engineer
2. Liability under the United States Longshoremen's and Harbor Workers' Compensation Act.
3. All owned, hired, or non-owned automotive equipment used in connection with work done for the Owner.
4. Damage caused by explosion, collapse or structural injury, and damage to underground utilities.
5. Products/Completed Operations
6. Owner's and Contractor's Protective Liability
7. Liability assumed in the Contract
8. Personal Injury Liability
9. Excess Liability applies excess of:
  - (a) Employers' Liability
  - (b) Comprehensive General Liability
  - (c) Comprehensive Automobile Liability
  - (d) Contractual Liability

_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____

FORMS OF COVERAGE

LIMITS OF LIABILITY -Refer to ACORD 25 attached.

Workers' Compensation

\_\_\_\_\_

Employers' Liability

\$ \_\_\_\_\_

Comprehensive Auto Liability

\$ \_\_\_\_\_ Each Occurrence  
Combined Single Limit BI/PD

Comprehensive General Liability

\$ \_\_\_\_\_ Each Occurrence  
Combined Single Limit BI/PD

Contractual Liability

\$ \_\_\_\_\_

Excess Liability

\$ \_\_\_\_\_ Each Occurrence  
Combined Single Limit BI/PD

Builder's Risk

\$ \_\_\_\_\_

Other (please specify type)

\_\_\_\_\_

Excess is to be provided only when a combined single limit is used.  
**Claims made policy forms are not acceptable.**

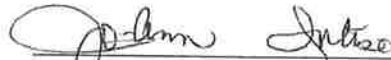
The Insurance Company hereby agrees to deliver, within ten (10) days, two (2) copies of the above policies to the Engineer when so requested.

NOTE: Entries on this certificate are limited to the Authorized Agent or Insurance Company Representative.

Date 2/23/2022 (SEAL)

Per ACORD 25  
Insurance Company

Issued at Totowa, NJ

  
Authorized Representative

Printed Name of Authorized Representative: Jo-Ann Intiso

Address of Authorized Representative: 783 Riverview Drive, Totowa, NJ 07512

Phone Number of Authorized Representative: 973-435-3320

Insurance Agent or Company - Send original **and** one copy to:

Edward Fontanin, P.E., Director  
Utility Services Department  
2725 Judge Fran Jamieson Way  
Building A-213,  
Melbourne, FL 32940

and

Charles H. Hill, P.E., BCEE  
McKim & Creed  
139 Executive Circle, Suite 201  
Daytona Beach, FL 32114

END OF SECTION

Excess is to be provided only when a combined single limit is used.  
**Claims made policy forms are not acceptable.**

The Insurance Company hereby agrees to deliver, within ten (10) days, two (2) copies of the above policies to the Engineer when so requested.

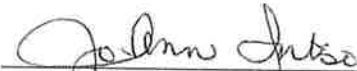
NOTE: Entries on this certificate are limited to the Authorized Agent or Insurance Company Representative.

Date 2/23/2022 (~~SEAL~~)

Per ACORD 25

Insurance Company

Issued at Totowa, NJ



Authorized Representative

Printed Name of Authorized Representative: Jo-Ann Intiso

Address of Authorized Representative: 783 Riverview Drive, Totowa, NJ 07512

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Building A-213,  
Melbourne, FL 32940

and

Charles H. Hill, P.E., BCEE  
McKim & Creed  
139 Executive Circle, Suite 201  
Daytona Beach, FL 32114

END OF SECTION

## **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 Metro Equipment Service, Inc., a Florida Corporation doing business at 9425 SW 72 Street, Suite 150 Miami, FL 33173 (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:

#### **Micco Force Main Extension**

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 Three Million One Hundred Eleven Thousand Four Hundred Thirty Dollars (\$3,111,430.00), which is to be paid to Contractor 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	365 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	\$2,579 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 \$2,579 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.

1.09E-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.

#### 1.10PUBLIC 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.

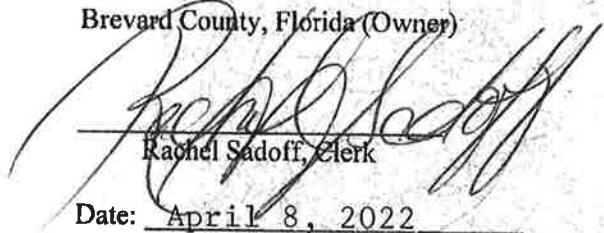
Should the County face any legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, the Contractor agrees to indemnify the County for 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.

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

Attest:  
Brevard County, Florida (Owner)

  
Rachel Sadoff, Clerk

Date: April 8, 2022

Seal

Board of County Commissioners of

  
By: Kristine Zonka, Chair

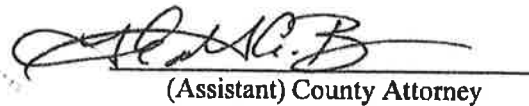
As approved by the Board on: 9-14-21

\_\_\_\_\_  
Contractor

Date: February 22, 2022

Reviewed for legal form and content:

By: BENJAMIN MILLER  
(Printed Name)

  
(Assistant) County Attorney

Signature: 

Title: VICE 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 MIAMI-DADE

I HEREBY CERTIFY that a meeting of the Board of Directors of Metro Equipment Service a Corporation under the laws of the State of Florida, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that Jorge L. Godoy, as President President of the Corporation, be and he is hereby authorized to execute the Contract dated \_\_\_\_\_, 20\_\_\_\_, also known as "Micco Force Main Extension", 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

J. Gallo  
Secretary

END OF SECTION

**SECTION 600**  
**PUBLIC CONSTRUCTION BOND**

Bond No. 107581659

(Payment and Performance)

BY THIS BOND, We Metro Equipment Service, Inc., having its principal place of business at 9425 SW 72 Street, Suite 150, Miami, FL 33173, (305) 740-3303, herein called Principal, and Travelers Casualty and Surety Company of America, having its principal place of business at One Tower Square, Hartford, CT 06183, (860) 277-0111, 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 Three Million One Hundred Eleven Thousand Four Hundred Thirty and 00/100-----, (\$3,111,430.00) 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#/7-22-20-A dated \_\_\_\_\_ between Principal and Owner for construction of (project description) Micco Force Main Extension, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness:

Metro Equipment Service, Inc.

(Principal)

(Seal)

Its:

(Title)

Travelers Casualty and Surety Company of America

Witness:

*Charles D. Nielson*

(Surety) Charles D. Nielson

(Seal)

Its Attorney-in-fact

(Title)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_ certify that I am the Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal, was then \_\_\_\_\_ 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.

\_\_\_\_\_  
Secretary (Seal)

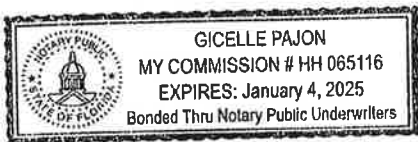
STATE OF FLORIDA )

SS  
COUNTY OF Miami-Dade

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared Charles D. Nielson 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 Travelers Casualty and Surety Company of America and that said individual has been authorized by Travelers Casualty and Surety Company of America 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

(Attach Power of Attorney)



\_\_\_\_\_  
Notary Public Gicelle Pajon  
State of Florida-at-Large

My Commission Expires: January 4, 2025

My Commission Number is: HH 065116



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **CHARLES D NIELSON** of **MIAMI LAKES**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**





METREQU-04

STWIGGS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/22/2022

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).

<b>PRODUCER</b> Collinsworth, Alter, Fowler & French, LLC 15050 NW 79th Court Suite 200 Miami Lakes, FL 33016	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): (305) 822-7800 FAX (A/C, No): (305) 362-2443 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Starr Indemnity & Liability Co 38318 INSURER B : Continental Insurance Company 35289 INSURER C : Indian Harbor Ins. Co. 36940 INSURER D : Aspen American Insurance Company 43460 INSURER E : INSURER F :	
<b>INSURED</b>  Metro Equipment Service, Inc. 9425 SW 72 ST Suite 150 Miami, FL 33173		

## COVERAGES

CERTIFICATE NUMBER:

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"/> XCU Coverage Incl  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Pr Pr Gnl Agg capped @15MIL	X		1000025901211	8/8/2021	8/8/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1000008502211	8/8/2021	8/8/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<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			CUE7015456032	8/8/2021	8/8/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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	1000004734	8/8/2021	8/8/2022	<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
C	<input checked="" type="checkbox"/> Prof/Poll Liab			PEC2000131	9/17/2021	8/8/2022	Gnrl Agg/Ech Occu 1,000,000
D	<input checked="" type="checkbox"/> Equipment Floater			IM00HRL21	8/8/2021	8/8/2022	Leased/Rented 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: 8#17-22-20-A / Micco Force Main Extension

Certificate holder is included as additional insured with respects to General Liability as required by written contract or permit

## CERTIFICATE HOLDER

## CANCELLATION

Brevard County, Florida Utility Services Department  
Edward Fontanin, P.E., Director  
2725 Judge Fran Jamieson Way  
Building A-213,  
Melbourne, 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



NIELSON, HOOVER & COMPANY



**February 17, 2022**

**Brevard County  
2725 Judge Jamieson Way  
Viera, FL 32940**

Re: **Metro Equipment Service, Inc.**  
Bond no. 107581659  
Project: Micco Force Main Extension

To Whom It May Concern;

We hereby give Brevard County, Power of Attorney to insert the date of execution, Contract Date, and notary date to the Surety Bonds, to the Contract/Agreement entitled: Micco Force Main Extension to date the powers of attorney and bonds once the contract is dated.

Thank you and if you have any questions or need additional information, please feel free to contact our office anytime.

Sincerely,



Gicelle Pajon  
Contract Bond Specialist

15050 NW 79th Court

Suite 200

Miami Lakes, FL 33016

P: 305.722.2663

F: 305.558.9650

W: nielsonbonds.com

**SECTION 600**

**PUBLIC CONSTRUCTION BOND**

Bond No. 107581659

(Payment and Performance)

BY THIS BOND, We Metro Equipment Service, Inc., having its principal place of business at 9425 SW 72 Street, Suite 150, Miami, FL 33173, (305) 740-3303, herein called Principal, and Travelers Casualty and Surety Company of America, having its principal place of business at One Tower Square, Hartford, CT 06183, (860) 277-0111, 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 Three Million One Hundred Eleven Thousand Four Hundred Thirty and 00/100 (\$3,111,430.00) 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#7-22-20-A dated \_\_\_\_\_ between Principal and Owner for construction of (project description) Micco Force Main Extension, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness:

Metro Equipment Service, Inc.

(Principal)

(Seal)

Its:

(Title)

Travelers Casualty and Surety Company of America

Witness:

*Charles D. Nielson*

(Surety) Charles D. Nielson

(Seal)

Its Attorney-in-fact

(Title)

## CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_ certify that I am the Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal, was then \_\_\_\_\_ 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.

\_\_\_\_\_(Seal)  
Secretary

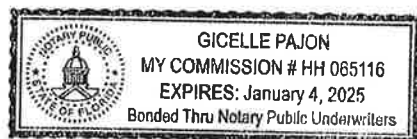
STATE OF FLORIDA )

SS  
COUNTY OF Miami-Dade

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared Charles D. Nielson 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 Travelers Casualty and Surety Company of America and that said individual has been authorized by Travelers Casualty and Surety Company of America 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 11 day of February, 20 20, A.D.

(Attach Power of Attorney)



Notary Public Gicelle Pajon  
State of Florida-at-Large

My Commission Expires: January 4, 2025  
My Commission Number is: HH 065116

**TRAVELERS**

**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **CHARLES D NIELSON** of **MIAMI LAKES, Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

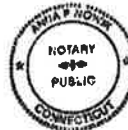
City of Hartford ss.

By: \_\_\_\_\_

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026

*Anna P. Nowik*  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_



*Kevin E. Hughes*  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



METREQU-04

STWIGGS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/22/2022

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).

<b>PRODUCER</b> Collinsworth, Alter, Fowler & French, LLC 15050 NW 79th Court Suite 200 Miami Lakes, FL 33016	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (305) 822-7800	<b>FAX (A/C, No):</b> (305) 362-2443
<b>INSURED</b>  Metro Equipment Service, Inc. 9425 SW 72 ST Suite 150 Miami, FL 33173	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Starr Indemnity & Liability Co	
	<b>INSURER B:</b> Continental Insurance Company	
	<b>INSURER C:</b> Indian Harbor Ins. Co.	
	<b>INSURER D:</b> Aspen American Insurance Company	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

## COVERAGES

CERTIFICATE NUMBER:

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"/> XCU Coverage Incl  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Pr Prj Gnr Agg capped @15MIL	X		1000025901211	8/8/2021	8/8/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1000008502211	8/8/2021	8/8/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUE7015456032	8/8/2021	8/8/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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		N/A	1000004734	8/8/2021	8/8/2022	<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
C	<input checked="" type="checkbox"/> Prof/Poli Liab			PEC2000131	9/17/2021	8/8/2022	Gnr Agg/Ech Occu \$ 1,000,000
D	<input checked="" type="checkbox"/> Equipment Floater			IM00HRL21	8/8/2021	8/8/2022	Leased/Rented \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: 8#17-22-20-A / Micco Force Main Extension

Certificate holder is included as additional insured with respects to General Liability as required by written contract or permit

## CERTIFICATE HOLDER

## CANCELLATION

Brevard County, Florida Utility Services Department  
Edward Fontanin, P.E., Director  
2725 Judge Fran Jamieson Way  
Building A-213,  
Melbourne, 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