



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Public Hearing

D.4.

9/21/2021

Subject:

Discussion and Adoption of the County's Final Budget Resolution for FY 2021-2022

Dept/Office:

Budget Office

Requested Action:

It is recommended that the Board of County Commissioners discuss and adopt the attached resolution establishing the final budget for FY 2021-2022 and authorize the Chair to sign the Resolution.

Summary Explanation and Background:

Budget Office personnel will read into the record the County's FY 2021-2022 Budget Resolution. This resolution provides the documentation that permits the Budget Office to enter the final budget into the general records of the County.

Financial Impact:

Operating Budget:	\$730,001,213
Capital Improvements Program:	\$217,470,970
Reserves, Transfers and Debt Service:	\$703,650,860
Total:	<u>\$1,651,123,043</u>

Clerk to the Board Instructions:

Maintain necessary documents for record retention.



September 22, 2021

M E M O R A N D U M

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

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

Kim 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:

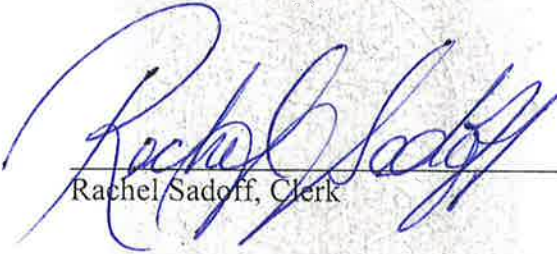
1. This Resolution is hereby adopted under the provisions of Section 200.065, Florida Statutes, as amended.
2. The Board of County Commissioners, Brevard County, Florida, as taxing and governing authority, does hereby adopt an operating and capital budget for the fiscal year beginning October 1, 2021 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.



BOARD OF COUNTY COMMISSIONERS

9/21/2021
Utility Services Department
2725 Judge Fran Jamieson Way
Building A, Room 213
Viera, Florida 32940

Inter-Office Memo

Date: May 3, 2022

To: Kristine Zonka, Chair
Board of County Commissioners

Thru: Frank Abbate, County Manager *YJL*

Thru: John Denninghoff, Assistant County Manager *JD*

From: Edward Fontanin, Utility Services Director *EF*

Subject: Lift Station M-16 Replacement
Awarded Contractor – Danus Utilities, Inc.
Signature Execution of Construction Contract

RECEIVED

MAY 04 2022

County Manager's
Office

This construction contract is for the Lift Station M-16 Replacement in the awarded amount of \$2,668,550.00 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) 264-6972
Kimberly.Powell@brevardclerk.us

September 22, 2021

MEMORANDUM

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BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA


Rachel Sadoff, Clerk

By: 
Rita Pritchett, Chair

As approved by the Board on September 21, 2021.

UTILITY SERVICES DEPARTMENT

PROGRAM NAME: COUNTY WATER AND WASTEWATER

PROJECT NAME: SYKES: LIFT STATIONS

Project Total: \$23,094,552

Ongoing

Funded Program: 6300238

District(s): 2

Project Description, Milestones and Service Impact

This project consists of the replacement or rehabilitation of lift stations within the Sykes Creek service area. Each of the lift stations identified is beyond its useful life. Rehabilitation or replacement will extend the life of the lift station and provide greater integrity of the collection system.

Revenue or Expense Category	All Prior Fiscal Years	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025 & Future	Total Revenue
Charges for Services Revenue	\$ 1,021,373	\$ 2,065,000	\$ 4,008,179	\$ 8,000,000	\$ 4,000,000	\$ 2,000,000	\$ 2,000,000	\$ 23,094,552
Permit/Fees Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unfunded	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Loans Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 1,021,373	\$ 2,065,000	\$ 4,008,179	\$ 8,000,000	\$ 4,000,000	\$ 2,000,000	\$ 2,000,000	\$ 23,094,552
Land Expense	\$ -	\$ 470,952	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ 1,070,952
Planning/Design Expense	\$ -	\$ 70,607	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,607
Construction Expense	\$ 1,021,373	\$ 1,366,620	\$ 3,565,000	\$ 8,000,000	\$ 4,000,000	\$ 2,000,000	\$ 2,000,000	\$ 21,952,993
Other Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expense	\$ 1,021,373	\$ 1,908,179	\$ 4,165,000	\$ 8,000,000	\$ 4,000,000	\$ 2,000,000	\$ 2,000,000	\$ 23,094,552

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Danus Utilities		2. Amount: 2,668,550.00	
3. Fund/Account #: 4153/365310		4. Department Name: Utility Services	
5. Contract Description: Lift Station M-16 Replacement			
6. Contract Monitor: Jennifer Thomas		8. Contract Type: CONSTRUCTION	
7. Dept/Office Director: Edward Fontanin, P.E.			
9. Type of Procurement: Invitation to Bid (ITB)			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fontanin, Edward	<small>Digitally signed by Fontanin, Edward Date: 2021.12.27 12:05:47 -05'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Reynolds, Stephanie	<small>Digitally signed by Reynolds, Stephanie Date: 2021.12.27 14:32:41 -05'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt	<small>Digitally signed by Lairsey, Matt Date: 2021.12.28 12:31:24 -05'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Balser, Heather	<small>Digitally signed by Balser, Heather Date: 2022.01.04 10:06:18 -05'00'</small>

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fontanin, Edward	<small>Digitally signed by Fontanin, Edward Date: 2022.04.12 15:43:43 -04'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wall, Katherine	<small>Digitally signed by Wall, Katherine Date: 2022.04.13 12:49:06 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wilson, Shannon	<small>Digitally signed by Wilson, Shannon Date: 2022.04.27 17:00:35 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Beazley, Sarah	<small>Digitally signed by Beazley, Sarah Date: 2022.04.29 15:27:49 -04'00'</small>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
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"/>



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



Brevard County Board of County Commissioners

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Legislation Text

September 14, 2021
Item F.3

File #: 3305, Version: 1

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:



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

NOTICE OF AWARD

March 28, 2022

B#7-22-27-A/ Lift Station M-16 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	\$2,668,550

☐ BOARD AWARD--AGENDA ATTACHED

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


Frank Abbate, County Manager

- ☐ Award to overall lowest, responsive bidder, minimum three responses received.
☐ Award to other than low, with low bid being non-responsive.
☒ 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:

Sum

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, Florida 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 M-16 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 Two Million Six Hundred Sixty Eight Thousand Five Hundred and Fifty Dollars (\$2,668,550.00), 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	335 calendar days from NTP
Definitions	Final Completion	30 calendar days from Substantial Completion
	Liquidated Damages for each calendar day after time specified for Milestone 1	\$1,690 per calendar day
	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.

1.09E-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.

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

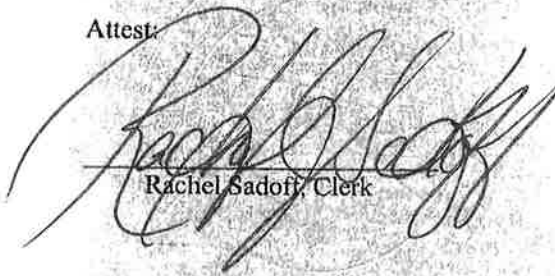
of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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:


Rachel Sadoff, Clerk

Seal

Danus Utilities, Inc.

Contractor

Date: April 11, 2022

By: Daniel J Pardus

(Printed Name)

Signature: 

Title: President

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

By: 

Kristine Zonka, Chair

Date: May 26, 2022

As approved by the Board on:

9/21/2021

Reviewed for legal form and content:



(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 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, 11, 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 March 28th, 2022, also known as “Lift Station M-16 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 day of April, 2022.

Alice M. Pauders
Secretary

END OF SECTION

SECTION 600

Bond No. 2326134
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 Two Million Six Hundred Sixty Eight Thousand Five Hundred Fifty Dollars and 00/100 Cents. (\$2,668,550.00) 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-7-22-27-A dated _____ between Principal and Owner for construction of (project description) Lift Station M-16 Replacement 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 11 day of April, 2022.
Danus Utilities, Inc.

Witness:

Robert H Brown
ROBERT H BROWN

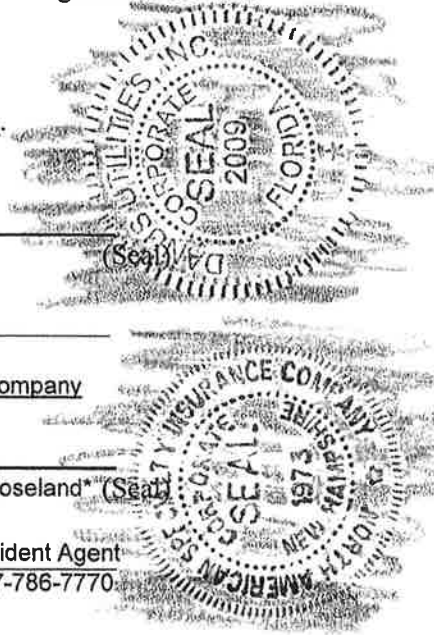
[Signature]
(Principal)

Its: President
(Title)
North American Specialty Insurance Company

Witness:

Coralise Medal
Coralise Medal

Lisa A. Roseland
(Surety) Lisa A. Roseland* (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
Secretary



STATE OF FLORIDA)

SS

COUNTY OF SEMINOLE

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared ALICE M PARDUS 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 DANNIS UTILITIES and that said individual has been authorized by Corp 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 April, 2022 A.D.

(Attach Power of Attorney)

WAMPO

Notary Public
State of Florida-at-Large

My Commission Expires: Oct. 23, 2025

My Commission Number is: HH 145052



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

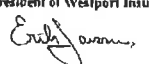
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport 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

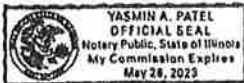
By 
Erik Janssens, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

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 1ST day of DECEMBER, 20 21.


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 7, 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: 2326134

Project: B-7-22-27-A, Lift Station M-16 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

Lisa A. Roseland
Attorney-In-Fact
& Florida Licensed Resident Agent

SECTION 600

Bond No. 2326134
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 Two Million Six Hundred Sixty Eight Thousand Five Hundred Fifty Dollars and 00/100 Cents. (\$2,668,550.00) 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-7-22-27-A dated _____ between Principal and Owner for construction of (project description) Lift Station M-16 Replacement 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
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specified in the contract, then this bond is void; otherwise it remains in full force.


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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 11 day of April, 2022.

Danus Utilities, Inc.

Witness:

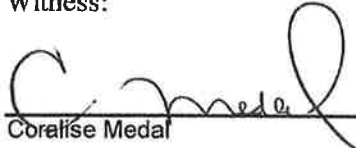

Robert H. Brown



(Principal) (Seal)

Its: President
(Title)

North American Specialty Insurance Company

Witness:


Coralise Medal


(Surety) Lisa A. Roseland* (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 SEMINOLE

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared Alice Pardus 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 Darius Utilities and that said individual has been authorized by Corp 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 April, 2022 A.D.

(Attach Power of Attorney)

[Signature]
Notary Public
State of Florida-at-Large

My Commission Expires: Oct. 23, 2025
My Commission Number is: 111145052



SWISS RE CORPORATE SOLUTIONS

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

GENERAL POWER OF ATTORNEY

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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:

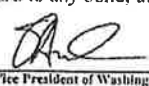
TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

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

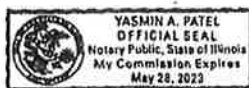


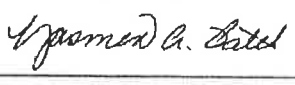
IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1ST day of DECEMBER, 2021.

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, 2021, 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 & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



BOARD OF COUNTY COMMISSIONERS

9/21/2021
Utility Services Department
2725 Judge Fran Jamieson Way
Building A, Room 213
Viera, Florida 32940

Inter-Office Memo

Date: April 27, 2022

To: Kristine Zonka, Chair
Board of County Commissioners

Thru: Frank Abbate, County Manager *[Signature]*

Thru: John Denninghoff, Assistant County Manager *[Signature]*

From: Edward Fontanin, Utility Services Director *[Signature]*

Subject: South Central WRF New/Reuse Reject Water Storage Pond, Treatment System,
Pumping Stations Permitting, and Bidding Services
Task Order No. 10 – CPH, Inc.
Signature Execution of Task Order

This engineering task order is for the South Central WRF New/Reuse Reject Water Storage Pond, Treatment System, Pumping Stations Permitting, and Bidding Services in the amount of \$398,890 to CPH, Inc. We are requesting your signature to execute the attached task order as a Board approved project. This project consists of the consultant to provide engineering services for the design, permitting, bidding, and pre-construction services associated with the proposed third reuse/reject water storage pond, treatment system, and pond water and treated water pumping station improvements at South Central Regional WRF.

This Utility Services project was 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.

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

Attachments:

- Board memo for FY 2021-22 Utility Services Budget
- CIP Sheet
- Task Order Contract

EF/jct

RECEIVED

APR 29 2022

County Manager's
Office

UTILITY SERVICES DEPARTMENT**PROGRAM NAME: COUNTY WATER AND WASTEWATER****PROJECT NAME: SOUTH CENTRAL: REUSE SYSTEM OPTIMIZATION IMPROVEMENTS**

Project Total: \$12,037,755

October 1, 2015 through September 30, 2023

Funded Program: 6540409

District(s): 4

Project Description, Milestones and Service Impact

This project involves several projects to improve the level of service, integrity and operation of the South Central reclaimed water system. Performing these projects will increase the level of service to the reuse customers within this service area.

Revenue or Expense Category	All Prior Fiscal Years		Fiscal Year 2021		Fiscal Year 2022		Fiscal Year 2023		Fiscal Year 2024		Fiscal Year 2025		Fiscal Year 2026 & Future		Total Revenue	
Charges for Services Revenue	\$	59,895	\$	1,325,000	\$	-	\$	3,452,860	\$	-	\$	-	\$	-	\$	4,837,755
Permit/Fees Revenue	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Unfunded	\$	-	\$	-	\$	7,200,000	\$	-	\$	-	\$	-	\$	-	\$	7,200,000
Grant Revenue	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Loans Revenue	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Revenue	\$	59,895	\$	1,325,000	\$	7,200,000	\$	3,452,860	\$	-	\$	-	\$	-	\$	12,037,755
Land Expense	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Planning/Design Expense	\$	-	\$	-	\$	-	\$	1,500,000	\$	-	\$	-	\$	-	\$	1,500,000
Construction Expense	\$	59,895	\$	87,860	\$	-	\$	10,390,000	\$	-	\$	-	\$	-	\$	10,537,755
Other Expense	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Expense	\$	59,895	\$	87,860	\$	-	\$	11,890,000	\$	-	\$	-	\$	-	\$	12,037,755



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
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.

TASK ORDER No. 10

CPH, INC.

SOUTH CENTRAL REGIONAL WRF NEW REUSE/REJECT WATER STORAGE POND, TREATMENT SYSTEM, PUMPING STATIONS PERMITTING, AND BIDDING SERVICES

THIS TASK ORDER is made and entered into by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "County" and, CPH, Inc., hereinafter referred to as "Consultant", consistent with the terms of the Master Agreement between the County and Consultant;

WHEREAS, the Master Agreement between the County and Consultant provides that requirements for professional services are to be set forth in tasks orders;

IT IS AGREED as follows:

SECTION A - SOUTH CENTRAL REGIONAL WRF (SCRWRF)

Brevard County owns and operates the South Central Regional Water Reclamation Facility (SCRWRF) which is classified as an Advanced Wastewater Treatment plus Filtration Facility (Category I, Class A) utilizing two (2) parallel BNR wastewater treatment systems and meets all Class I Reliability Criteria. The treatment facility consists of mechanical influent screening, grit removal, four (4) BNR treatment trains (primary anoxic, aerobic, deoxygenation, secondary anoxic and reaeration basins) with chemical feed facilities, secondary clarification, tertiary filtration, high-level disinfection, pumping systems, reclaimed water storage, reuse/reject water storage ponds and a wetlands treatment system.

A high-quality reclaimed water is produced at the facility that is low in TN and TP. The current permitted treatment capacity of the facility is 12.00 MGD AADF and the South Central Regional WRF is operating under FDEP Operations Permit No. FL0102679.

Reuse/effluent disposal is achieved by a combination of the following FDEP permitted application systems:

- An existing 8.20 MGD AADF slow-rate public access system consisting of on-site irrigation at the SCRWRF and within the FDEP approved Reuse System Service Area.
- An existing 2.50 MGD AADF slow-rate restricted public access system consisting of the 200+ acre Ritch Grissom Memorial Wetlands with four wetland cells and an interior lake.
- An existing 0.99 MGD AADF discharge to 4-Mile Canal, Class III Fresh Waters, thence to the St. Johns River.

If the reclaimed water ground storage tanks are full, or the effluent does not meet the Public Access Criteria, it can be directed to the two existing reuse/reject water storage ponds (50 MG each) located adjacent (north) to the South Central Regional WRF. Currently, the water in the storage ponds can be conveyed to either the Ritch Grissom Memorial Wetlands or the SCRWRF for retreatment.

SECTION B - BACKGROUND AND INTENT

Due to the requirements to eliminate non-beneficial surface water discharges to the Indian River Lagoon, the need to provide additional reclaimed water to the reuse system and eliminate the need to provide full treatment of the water in the reuse/reject water storage ponds through the SCRWRF, the County desires to provide the following improvements at the SCRWRF:

- Addition of a third reuse/reject water storage pond (immediately north of the two existing storage ponds).
- Location and purpose of some of the water transmission lines between the reuse/reject water storage ponds and the Ritch Grissom Memorial Wetlands.
- Regrading of the existing two 50 MG reuse/reject water storage ponds to make them more usable for storage, withdrawal, and treatment.
- Installation of an intake and fine screening system for conveyance and treatment of the reuse/reject water storage pond water.
- Installation of a new pond water pump station and force main to convey the pond water to a skid-mounted, ballasted coagulation/flocculation/sedimentation system.
- Installation of a skid-mounted, ballasted coagulation/flocculation/sedimentation system, to treat the filtered water from the reuse/reject water storage ponds.
- Installation of a skid-mounted disc filtration system to remove any remaining fine suspended solids in the treated storage pond water to meet the public access reuse requirements (62-610, FAC).
- Installation of a sodium hypochlorite (NaOCl) disinfection system to meet the high-level disinfection requirements for public access reuse (62-610, FAC).
- Installation of a treated water pump station and force main to convey the treated and disinfected water back to the SCRWRF reclaimed water ground storage tanks.

The ballasted coagulation/flocculation/clarification, filtration, disinfection system and pumping stations shall be designed such that they can be expanded, in a future improvements project, to potentially treat water from the St. Johns River to provide reclaimed water augmentation during the dry periods of the year when the customer demand for reclaimed water is greater than the reclaimed water supply generated at the South Central Regional WRF.

SECTION C - PROJECT REPRESENTATIVES

Brevard County Utility Services		Consultant (CPH, Inc.)	
Lucas Siegfried (321) 633-2089 Lucas.Siegfried@brevardfl.gov		Benjamin M. Fries (407) 620-4398 bfries1@brighthouse.com bfries@cphcorp.com	
		Subconsultants (to CPH, Inc.)	
		Bailey Engineering Consultants Steve Bailey, P.E. sbailey@baileyengineering.com	
		Bechtol Engineering and Testing, Inc. Love Patel, P.E. lpatel@bechtol.com	

SECTION D - SCOPE OF WORK

The Consultant shall provide the following professional engineering services for the design, permitting, bidding, and pre-construction services associated with the proposed third reuse/reject water storage pond, treatment system (screening, ballasted coagulation/flocculation/sedimentation, tertiary filtration and high-level disinfection), and pond water and treated water pumping station improvements at the South Central Regional WRF.

The improvements project will be subdivided into various tasks to be completed by the Consultant, as identified below.

A. Task No. 1 - Conduct a 3D Topographic Survey

1. The Consultant shall perform 3D Laser Surveying of the following:
 - a. The County-owned area to the north of the South Central Regional WRF where the proposed improvements are to be designed and constructed.
 - b. Along the proposed forcemain route to the SCRWRF reclaimed water ground storage tanks.
 - c. The area of the proposed future reclaimed water ground storage tank.
2. The Topographic Survey shall be performed in accordance with Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida and shall establish grade contours in the areas described above.
3. The survey shall be based on Brevard County vertical control referenced to NAVD88 and control points set (horizontal and vertical).

4. Ground Penetrating Radar (GPR) analysis will be conducted to identify the location and purpose of some of the water transmission lines between the reuse/reject water storage ponds and the Ritch Grissom Memorial Wetlands, as previously identified by County Staff to the Consultant.
5. Task Deliverables
 - a. The licensed surveyor (CPH, Inc.) shall generate a signed and sealed topographic survey and provide an electronic copy (PDF) and AutoCAD file to the County.
 - b. An electronic drawing (PDF) and AutoCAD file identifying the location of the County identified water transmission lines between the reuse/reject water storage ponds and the Ritch Grissom Memorial Wetlands.

B. Task No. 2 - Geotechnical/Subsurface Investigation of the Proposed Work Site

1. The Consultant shall coordinate with the geotechnical firm employed by the Consultant for obtaining soil borings in the areas of project construction. The geotechnical engineering firm shall review field data and conduct laboratory tests to understand the engineering properties of various soil strata.
2. The geotechnical engineering firm shall develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate the suitability of the sites for the new reuse/reject water storage pond, the proposed area for a future reclaimed water ground storage tank, foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.
3. Task Deliverable: The geotechnical engineering firm shall generate a signed and sealed geotechnical/subsurface engineering report and provide an electronic copy (PDF) to the Engineer and County.

C. Task No. 3 - Basis of Design

1. Task 3A - Conceptual Layout of the Proposed Improvements

- a. The Consultant shall conduct a review of existing regulatory conditions and standards related to reclaimed water, storage pond augmentation, surface water treatment, and surface water discharge at the South Central Regional WRF, and monitoring and reporting regulated by the State of Florida and US EPA, including, but not limited to, the following:

Regulatory Rules	Title
62-4, F.A.C.	Permits
62-600, F.A.C.	Domestic Wastewater Facilities
62-610, F.A.C.	Reuse of Reclaimed Water and Land Application

Regulatory Rules	Title
62-620, F.A.C.	Wastewater Facility Permitting
	Ten State Standards for Wastewater Facilities
	EPA Class I Reliability Criteria

- b. The Consultant shall review the existing facility infrastructure, appurtenances, and ancillaries at the South Central Regional WRF and integration of the proposed improvements into said infrastructure.
- c. The Consultant shall review the geotechnical/subsurface investigation with respect to findings of the subsurface exploration and the geotechnical recommendations concerning earthwork, the design and construction of the proposed infrastructure, potential settlement issues and soils recommendations.
- d. The Consultant shall generate a conceptual layout and master plan for the proposed third reuse/reject water storage pond, treatment and pumping system improvements, associated infrastructure, and integration of the proposed improvements into the existing South Central Regional WRF.
- e. Task Deliverable: An electronic version (PDF) of the conceptual layout of the proposed pond and treatment system improvements for review and comment by County Staff.
 - 1) All County comments will be addressed and incorporated into the preliminary engineering design of the proposed improvements.

2. Task 3B - Preliminary Engineering Design of the Proposed Improvements

- a. The Consultant shall provide preliminary engineering design services for the proposed reuse/reject water storage pond, treatment system, pumping systems and associated infrastructure improvements at the South Central Regional WRF consisting of the following infrastructure:
 - 1) A third reuse/reject water storage pond (adjacent to the two existing ponds).
 - 2) Regrading of the interior of the two (2) existing reuse/reject water storage ponds to ensure flow to the assigned corner of each individual pond and creation of either a deep-sumped area or installation of a concrete outlet structure (for screening and suction line installation).
 - 3) Pond water pump station and force main (to convey water out of the reuse/reject water storage ponds to the new treatment/filtration/disinfection system).
 - 4) Ballasted coagulation/flocculation/clarification treatment system including a skid-mounted (modular) treatment unit, chemical storage and feed systems, controls, and instrumentation.

- 5) Totally enclosed, skid-mounted disc filtration system, cleaning and walkway systems, with excess capacity for future discs.
 - 6) High-level disinfection system including chemical storage and feed facilities to meet the FDEP disinfection requirements of 62-610, F.A.C.
 - 7) Treated water pump station and associated pumps, piping, forcemain and valving systems to convey the treated pond water to the two (2) existing reclaimed water ground storage tanks at the South Central Regional WRF with a stub-out to the Ritch Grissom Memorial Wetlands.
 - 8) Electrical, controls, instrumentation and SCADA system improvements.
 - 9) Site work, yard piping, potable water and sanitary sewer system improvements, signage, sodding, and miscellaneous appurtenances and ancillaries.
- b. The Consultant shall conduct hydraulic modeling of the proposed improvements to ensure that effluent systems will function under hydraulic grade line (where required) and that pressurized systems are optimized for the flows anticipated; and set preliminary elevations for the new reuse/reject water storage pond and all required treatment facilities and structures.
 - c. Development of an Implementation Schedule and Opinion of Probable Construction Cost (OPCC) for the proposed infrastructure improvements.
 - d. Task Deliverable: An electronic version (PDF) of the preliminary engineering design drawings (30%) for the proposed facility improvements for review and comment by County Staff.
 - 1) All County comments will be addressed and incorporated into the final design of the proposed improvements at the South Central Regional WRF.
3. Task 3C - Preliminary Design Report (PDR) - SCRWRF Proposed Improvements
 - a. The Consultant shall generate a Preliminary Design Report (PDR) supporting the proposed improvements at the South Central Regional WRF in accordance with the requirements of Department Rules 62-600, 62-610, 62-620 and 62-640, F.A.C.
 - b. Preliminary Design Report Deliverable: One (1) electronic version (PDF) of the "draft" Preliminary Design Report (PDR) for the proposed facility improvements for the County's review and comment.
 - 1) All County comments will be addressed and incorporated into the final PDR document that will be used for FDEP permitting of the proposed facility improvements.
 - 2) Provide the County with a electronic (PDF) version of the finalized PDR to be used for FDEP permitting of the proposed improvements.

D. Task No. 4 - Final Engineering Design of the Proposed SCRWF Improvements

1. The Consultant shall provide final engineering design services for the proposed reuse/reject water storage pond, treatment system, pumping systems and associated infrastructure improvements at the South Central Regional WRF consisting of the following subtasks and design elements identified below.
2. Task 4A - Final Engineering Design (to 75% Completion)
 - a. Prepare a final site layout of the proposed infrastructure improvements at the South Central Regional WRF in accordance with all FDEP and EPA regulations.
 - b. Prepare final design calculations for the proposed improvements at the South Central Regional WRF and set final grades for all required facility structures.
 - c. Meet with County Staff and finalize the basis of design for the proposed facility improvements based on operational experience, energy-efficiency, manpower requirements and continuity of treatment systems.
 - d. Final design of the proposed improvements at the South Central Regional WRF (civil, environmental, structural, mechanical, and electrical engineering, instrumentation, controls, SCADA system improvements, sidewalks, access roadway, sodding, etc.).
 - e. Task Deliverables
 - 1) 75% complete Contract Drawings (AutoCAD format) and Technical Specifications for the proposed improvements at the South Central Regional WRF for FDEP permitting, bidding, and construction. A 3D rendering will be provided to the County identifying ponds, piping, open-air structure, equipment, elect. panel locations, mechanical, structural and process for spacial orientation.
 - 2) Opinion of Probable Construction Cost (OPCC), based on the 75% complete contract documents for the proposed improvements at the South Central Regional WRF based on the Final Engineering Design.
3. Task 4B - Final Engineering Design (to 90% Completion - Civil, Environmental, Structural and Mechanical Engineering Design)
 - a. Completion of the final design of the proposed improvements, to 90% completion, with respect to the civil, environmental, structural and mechanical engineering design.
 - b. Task Deliverables
 - 1) 90% complete Contract Drawings (civil, environmental, structural and mechanical) and Technical Specifications for the proposed improvements at the South Central Regional WRF for FDEP permitting, bidding, and construction. Identification of changes made from the 75% complete set of contract documents to the 90% complete for the County's review.

4. Task 4C - Final Engineering Design (to 90% Completion - Electrical, Controls, Instrumentation and SCADA Design)
 - a. Completion of the final design of the proposed improvements, to 90% completion, with respect to the electrical, controls, instrumentation and SCADA system design.
 - b. Task Deliverables
 - 1) 90% complete Contract Drawings (electrical, controls, instrumentation and SCADA system) and Technical Specifications for the proposed improvements at the South Central Regional WRF for FDEP permitting, bidding, and construction. Identification of changes made from the 75% complete set of contract documents to the 90% complete for the County's review.
5. Task 4D - Final Engineering Design (to 100% Completion)
 - a. Completion of the final design of the proposed improvements at the South Central Regional WRF.
 - b. Task Deliverables
 - 1) 100% complete Contract Drawings and Technical Specifications (PDF) for the proposed improvements at the South Central Regional WRF for FDEP permitting, bidding, and construction. Identification of changes made from the 90% complete set of contract documents to the 100% complete for the County's review. Divisions 0 and 1 to be provided electronically to the County (Word).
 - 2) All County comments will be addressed and incorporated into the final (100%) contract documents for the proposed improvements at the South Central Regional WRF.

E. Task No. 5 - Potential Owner Direct Purchase (ODP) of Major Project Equipment

1. As the County is a tax-exempt entity, and desires to save the cost of taxes on large equipment purchases, and try to shorten the overall project timeline (due to industry supply chain and fabrication issues), the County may decide to Owner Direct Purchase (ODP) all or some of the following major project related equipment/infrastructure as part of the South Central Regional WRF improvements project:

Reuse/reject water storage pond intake screen(s)	High-level disinfection system
Pond water pump station and treated water pump station pumps	Open-air building enclosures
Ballasted coagulation/flocculation/sedimentation treatment system	Process piping and valving
Disc filtration system	Instrumentation

2. The receipt, inspection, storage, installation, demonstration testing and optimization of the ODP equipment shall be the responsibility of the Contractor and included in their cost for constructing the project.
3. Task Deliverable: The Consultant shall work with County Staff to determine which equipment/infrastructure will be Owner Direct Purchased as part of the project. An abbreviated Technical Memorandum (TM) will be generated identifying the equipment/infrastructure that will be Owner Direct Purchased and provide an estimate of the tax savings that could be realized (based on equipment/infrastructure cost at time of the analysis).

F. Task No. 6 - FDEP Permitting of the Proposed Facility Improvements

1. Conduct a pre-application permitting meeting with FDEP to go through the technical design of the proposed improvements at the South Central Regional WRF; thereby *stream-lining* the permitting process. The Consultant shall generate all documentation required for permitting of the proposed facility improvements, to include, at a minimum, the following:
 - a. FDEP Wastewater Permit Application Form 1: General Information: Preparation of Permit Application Form 1, for the proposed improvements at the South Central Regional WRF and all accompanying documentation for the County's review, comment, and signature.
 - b. FDEP Wastewater Permit Application Form 2A - Domestic WWTF's: Preparation of Permit Application Form 2A, for the proposed improvements at the South Central Regional WRF and all accompanying documentation for the County's review, comment, and signature.
 - c. Supporting FDEP Documents: Preparation of a revised facility site plan for the proposed improvements at the South Central Regional WRF, process flow diagram, process description, and other supporting documentation in accordance with the permit requirements and Chapters 62-620, F.A.C.
2. FDEP Permitting Task Deliverables
 - a. One (1) electronic (PDF) version of the FDEP Permit Application Package (PAP) for the County's review and comment.
 - 1) All County comments will be addressed and incorporated into the final Permit Application Package (PAP) document.
 - b. One (1) electronic (PDF) version of signed and sealed Contract Drawings and Technical Specifications for the proposed improvements to be implemented at the South Central Regional WRF for FDEP permitting.
 - c. The Consultant shall submit the finalized PAP to the FDEP on behalf of the County.

G. Task No. 7 - Bidding and Pre-Construction Services

1. The Consultant shall provide bidding and pre-construction services for the new reuse/reject water storage pond, treatment system, pumping systems and associated infrastructure improvements at the South Central Regional WRF, including, but not limited to, the following:
 - a. Provide bidding services for the Project, including issuance of Contract Documents (Contract Drawings and Technical Specifications), in an electronic (PDF) format, to the County for uploading to their preferred Purchasing Site, and answering of all pertinent questions by potential bidders/suppliers and issuance of addenda prior to bidding of the Project.
 - b. The Consultant will prepare a Qualifications Package for all potential bidders to pre-qualify bidders and ensure that only competent and experienced bidders, who have constructed similar systems are allowed to bid and construct this critical infrastructure project for the County.
 - c. The Consultant will coordinate with County Staff for preparation and issuance of addendums to all potential Bidders and suppliers during the bidding period.
 - d. The Consultant will prepare a bid tabulation, evaluate all bids regarding the qualifications and the responsiveness of the Bidders, and make a recommendation to the County for award of the Contract.
 - e. The Consultant will assist the County in awarding the Contract, issuing the Notice of Award, Notice to Proceed and the Notice of Commencement to the selected Contractor (lowest, responsive, responsible bidder).

SECTION E - COORDINATION

The Consultant will coordinate the design of the proposed improvements at the South Central Regional WRF with the County Staff members listed below as appropriate.

Function	Name	E-Mail	Phone
Assistant Director	Matt Prendergast	Matthew.Prendergast@brevardfl.gov	(321) 633-2091
Safety	Courtney Duff	Courtney.Duff@brevardfl.gov	(321) 633-2093
Operations Manager	Brian Sorensen	Brian.Sorensen@brevardfl.gov	(321) 633-2093
Area Operations	Phillip Bissett	Phillip.Bissett@brevardfl.gov	(321) 255-4328
SCADA	Steve Allen	Steve.Allen@brevardfl.gov	(321) 255-4331
Engineering	Lucas Siegfried	Lucas.Siegfried@brevardfl.gov	(321) 633-2089
Construction	Owen Callard	Owen.Callard@brevardfl.gov	(321) 633-2089

SECTION F - COUNTY'S RESPONSIBILITY

The following items and information shall be provided by the County to the Consultant to assist in the completion of the Consultant's tasks (data provided with the Project NTP):

- Reasonable access to the South Central Regional WRF, the reuse/reject water storage pond site, and the 4-Mile Canal to the St. Johns River.
- Reasonable access to operations, maintenance, and engineering staff.
- Digital copies of all available treatment facility as-built/record drawings for all infrastructure projects completed or in-progress at the South Central Regional WRF.
- Digital copies of available operating reports, operating protocols, SOP's, facility O&M Manuals and maintenance records for all the infrastructure components/systems at the South Central Regional WRF.
- Digital GIS maps of existing infrastructure at the South Central Regional WRF, as available.
- Provide the original design criteria, as available and in an electronic format (PDF), for the existing reuse/reject water storage ponds, pond pumping and piping systems, reclaimed water distribution pump station, reclaimed water ground storage tanks, reclaimed water distribution system piping and any other associated infrastructure/equipment at the South Central Regional WRF.
- A digital list identifying all the existing issues with the reclaimed water distribution pump station, reclaimed water ground storage tanks, reuse/reject water storage ponds, and any other associated infrastructure/equipment at the South Central Regional WRF. The list shall be provided to the Consultant with the Project NTP.
- Flow and effluent water quality data (DMR's) and Facility O&M Manuals.
- Provide available valve, equipment, and asset tag database for all facility infrastructure.
- Provide timely review and comment on all deliverables.

The Consultant's FTP site, used by the County on previous projects, shall be used for uploading and downloading of these and other project documents.

SECTION G - PROJECT SCHEDULE

Task No.	Project Element	Calendar Days to Complete	Sum of Days from NTP
1	3D Surveying of the Existing Facility Infrastructure and delivery of a signed and sealed topographic survey	30	30
2	Geotechnical/Subsurface Investigation of the Proposed Work Site and delivery of a signed and sealed engineering report	30	60

Task No.	Project Element	Calendar Days to Complete	Sum of Days from NTP
3	Basis of Design		
	3A - Conceptual layout of the proposed facility improvements and County review/comment period	54	114
	3B - Preliminary engineering design of the proposed facility improvements and County review/comment period	94	208
	3C - Preliminary Design Report (PDR) for the proposed facility improvements and County review/comment period	28	236
4	Final Engineering Design of the Proposed Improvements		
	4A - 75% Design Completion	56	292
	4B - 90% Design (Mechanical, Structural, Civil, Environmental) and County review/comment period	35	327
	4C - 90% Design (Electrical, Controls, Instrumentation and SCADA) and County review/comment period	35	362
	4D - 100% Design Completion and County review/comment period	35	397
5	Owner Direct Purchase (ODP) of Major Equipment Evaluation	2	399
6	FDEP Permitting of the Proposed Facility Improvements	20	419
7	Bidding and Pre-Construction Services	30	449

NOTE: All County supplied information (Section E) to be provided with the Project NTP.

SECTION H - BASIS OF COMPENSATION

The Consultant agrees to perform the professional engineering work outlined herein for a fixed fee of \$398,890, inclusive of out-of-pocket expenses.

The County shall make payment to the Consultant, monthly, based on the percentage of the project work completed and in accordance with the following:

Task No.	Project Element	Task Cost
1	3D Surveying of the Existing Facility Infrastructure and delivery of a signed and sealed topographic survey	\$29,500
2	Geotechnical/Subsurface Investigation of the Proposed Work Site and delivery of a signed and sealed engineering report	\$13,000
3	Basis of Design	
	3A - Conceptual Layout of the Proposed Improvements	\$27,390

Task No.	Project Element	Task Cost
	3B - Preliminary Engineering Design of the Proposed Improvements	\$133,654
	3C - Preliminary Design Report (PDR) for the Proposed Improvements	\$24,350
	Final Engineering Design of the Proposed Improvements	
	4A - 75% Design Completion	\$95,546
4	4B - 90% Design Completion (Mechanical, Structural, Civil, Environmental)	\$20,700
	4C - 90% Design Completion (Electrical, Controls, Instrumentation and SCADA)	\$17,800
	4D - 100% Design Completion	\$13,450
5	Owner Direct Purchase (ODP) of Major Equipment Evaluation	\$1,000
6	FDEP Permitting of the Proposed Facility Improvements	\$12,500
7	Bidding and Pre-Construction Services	\$10,000
Professional Engineering Services Total Fee:		\$398,890

SECTION I - ACCEPTANCE

IN WITNESS WHEREOF, this _____ day of _____, 2022.

ATTEST:

For: BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA


Rachel Sadoff, Clerk

By: 
Kristine Zonka, Chair

As approved by the Board on 9-21-21

WITNESS:

For: CPH, Inc.



Patricia Hunt
Executive Assistant, HR Director



By:

Benjamin M. Fries
Vice-President/Associate



BOARD OF COUNTY COMMISSIONERS

Date: May 11, 2022

To: Kristine Zonka, Chair
Board of County Commissioners

Thru: Frank Abbate, County Manager *FA*

Thru: John Denninghoff, Assistant County Manager *JD*

From: Edward Fontanin, Utility Services Director *EF*

Subject: Suntree Booster Station Rehabilitation
Awarded Contractor – Florida Design Contractors, Inc.
Signature Execution of Construction Contract

u Rose Lyons
x58372

In *Inter-Office Memo*

9/21/2021

RECEIVED

MAY 13 2022

County Manager's
Office

This construction contract is for the Suntree Booster Station Rehabilitation in the awarded amount of \$2,305,000.00 to Florida Design Contractors, Inc. We are requesting your signature to execute the attached contract as a Board approved project. This project consists of relocating the booster 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 FY 2021-22 Utilities Services Budget
- Board memo for ARPA Projects
- AO-29 - Contract Review and Approval Form
- Notice of Award
- Construction contract
- CIP Sheet



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, 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

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

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.



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



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

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:

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Florida Design Contractors		2. Amount: 2,305,000.00	
3. Fund/Account #: 4153/365320		4. Department Name: Utility services	
5. Contract Description: Suntree Booster Station Rehabilitation			
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	Digitally signed by Fontanin, Edward Date: 2021.11.02 14:38:09 -04'00'
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Reynolds, Stephanie	Digitally signed by Reynolds, Stephanie Date: 2021.11.02 16:15:33 -04'00'
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt	Digitally signed by Lairsey, Matt Date: 2021.11.03 11:50:53 -04'00'
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Balser, Heather	Digitally signed by Balser, Heather Date: 2021.12.03 09:53:40 -05'00'

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	Digitally signed by Fontanin, Edward Date: 2022.03.28 12:20:18 -04'00'
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Summer & Wyland Vice</i>	Digitally signed by Wyllie-Vitt, Summer Date: 2022.03.30 14:03:35 -04'00'
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wilson, Shannon	Digitally signed by Wilson, Shannon Date: 2022.04.28 10:06:04 -04'00'
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Beazley, Sarah	Digitally signed by Beazley, Sarah Date: 2022.05.03 10:49:15 -04'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
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"/>

NOTICE OF AWARD
March 7, 2022
B#7-22-07-A Suntree Booster Station Rehabilitation

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>
Florida Design Contractors, Inc.	Lake Park, FL	Yes	All	\$2,305,000.00
Southern Underground Industries, Inc.	Pompano Beach, FL	Yes	None	\$2,521,103.00
TLC Diversified, Inc.	Palmetto, FL	Yes	None	\$2,534,700.00
L7 Construction, Inc.	Longwood, FL	Yes	None	\$2,556,700.00
Hinterland Group, Inc.	Riviera Beach, FL	Yes	None	\$2,684,000.00
Lawrence Lee Construction Services, Inc.	Port Salerno, FL	Yes	None	\$2,688,000.00
Prime Construction Group, Inc.	Orlando, FL	Yes	None	\$3,196,000.00
Kiewit Infrastructure South Co.	Peachtree City, FL	Statement of No Bid		

☐ 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 non-responsive.
☐ Award to low bid, less than three responses received.

Awarded by a committee consisting of: John Denninghoff, Assistant County Manager; Edward Fontanin, Utility Services Director; Virginia Barker, Natural Resource Management Director.

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: W9 on Oct 2018 Form

UTILITY SERVICES DEPARTMENT

PROGRAM NAME: COUNTY WATER AND WASTEWATER

PROJECT NAME: SOUTH CENTRAL: SUNTREE BOOSTER STATION REHABILITATION

Project Total: \$1,267,310

October 1, 2017 through September 30, 2021

Funded Program: 6540405

District(s): 4

Project Description, Milestones and Service Impact

This project involves the rehabilitation of the Suntree booster station. This project includes, but not limited, to the replacement of the vertical turbine pumps, controls and rehabilitation of the storage tank. This booster station has reached the end of its useful life and these improvements will extend its service life.

Revenue or Expense Category	All Prior Fiscal Years	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025 & Future	Total Revenue
Charges for Services Revenue	\$ 80,054	\$ 990,000	\$ 197,256	\$ -	\$ -	\$ -	\$ -	\$ 1,267,310
Permit/Fees Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unfunded	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Loans Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 80,054	\$ 990,000	\$ 197,256	\$ -	\$ -	\$ -	\$ -	\$ 1,267,310
Land Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Planning/Design Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Expense	\$ 80,054	\$ 10,256	\$ 1,177,000	\$ -	\$ -	\$ -	\$ -	\$ 1,267,310
Other Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expense	\$ 80,054	\$ 10,256	\$ 1,177,000	\$ -	\$ -	\$ -	\$ -	\$ 1,267,310

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 28th day of February, 2022 by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and Florida Design Contractors, a Florida Corporation doing business at 1326 South Killian Drive, Lake Park, FL 33403 (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, Mead & Hunt, entitled as follows:

Suntree Booster Station Rehabilitation

as prepared by Mead and Hunt, 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 Two Million Three Hundred Five Thousand Dollars (\$2,305,000.00), 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	270 calendar days from NTP
Definitions	Final Completion	30 calendar days from Substantial Completion
	Liquidated Damages for each calendar day after time specified for Milestone 1	\$1,690 per calendar day
	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.

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:


Rachel Sadoff, Clerk



Florida Design Contractors Inc
Contractor

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

By:


Kristine Zonka, Chair

Date: _____

As approved by the Board on:

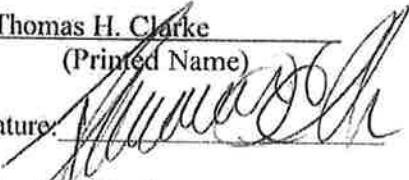
9-21-21

Date: March 23, 2022

Reviewed for legal form and content:

By: Thomas H. Clarke
(Printed Name)

Signature:



Title: President

Sarah Beazley

(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 Palm Beach

I HEREBY CERTIFY that a meeting of the Board of Directors of Florida Design Contractors Inc, a Corporation under the laws of the State of Florida held on March 1, 2022, the following resolution was duly passed and adopted:

“RESOLVED, that Thomas H. Clarke as President of the Corporation, be and he is hereby authorized to execute the Contract dated February 28, 2022, also known as “Suntree Booster Station Rehabilitation”, 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 1st day of March, 2022.


Secretary

END OF SECTION



FLORDES-02

KKENNEDY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2022

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).

PRODUCER CAL Risk Management 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	CONTACT NAME: Lori B. Gleason		
	PHONE (A/C, No, Ext): (561) 776-9001	FAX (A/C, No): (561) 427-6730	
	E-MAIL ADDRESS: lgleason@callc.com		
INSURED Florida Design Contractors, Inc. 1326 S Killian Drive Lake Park, FL 33403	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Indemnity Co. of America		25666
	INSURER B : Travelers Indemnity Company		25658
	INSURER C : Travelers Property & Casualty Co. of America		25674
	INSURER D : Bridgefield Casualty Ins Co		10335
	INSURER E : Aspen American Insurance Company		43460
	INSURER F : Navigators Specialty Insurance Co		36056

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 & Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: \$15,000,000 CAP			DTCO6P963126TIA22	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	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			BA6P1376522226G	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Coverage \$ 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			CUP9R4418962226	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			019648141	3/1/2022	3/1/2023	<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
E	Inland Marine			IMZ209922	3/1/2022	3/1/2023	Rented/Leased Equip. 250,000
F	Pollution Liability			MP22ECP308276IC	3/1/2022	3/1/2023	Each Occurrence 1,000,000

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

Project: Suntime Booster Station Rehabilitation Bid No. B-7-22-07-A

Certificate holder is named as additional insured including ongoing and completed operations for general liability per form CGD604 (02/19), on a primary & non-contributory basis, auto liability, and umbrella when required by written contract. Waiver of subrogation applies to general liability, automobile, umbrella, and workers' compensation coverages for the additional insureds when required by written contract. The umbrella is excess over the general liability, automobile, and employers liability coverages. Cancellation: 30-days' notice of cancellation applies except 10-days for non-payment of premium per policy terms and conditions.

CERTIFICATE HOLDER

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

CANCELLATION

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

**FRONT PAGE OF
PUBLIC PAYMENT BOND**

Florida Statute 255.05

BOND NO. 9367518

CONTRACTOR: Florida Design Contractors, Inc
1326 S. Killian Drive,
Lake Park, FL 33403
561-845-1233

SURETY: Fidelity and Deposit Company of Maryland
1299 Zurich Way,
Schaumburg, IL 60196
800-382-2150

AGENT: Nielson, Rosenhaus & Associates, Inc
220 Congress Park Drive, Suite 100
Delray Beach, FL 33445
561-454-8201

OBLIGEE: Board of County Commissioners Brevard County
2725 Judge Fran Jamieson Way,
Viera, FL 32940
321-633-2000

PROJECT: Suntree Booster Station Rehabilitation

LOCATION: Viera, FL

SECTION 610 Bond No. 9367518

PUBLIC CONSTRUCTION BOND

(Payment and Performance)

BY THIS BOND, We Florida Design Contractors, Inc., having its principal place of business at 1326 Killian Drive, Lake Park, FL 33403, (561)845-1233 herein called Principal, and Fidelity and Deposit Company of Maryland having its principal place of business at 1299 Zurich Way, Schaumburg, IL 60196, (847)605-6000a 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 Two Million Three Hundred Five Thousand and 00/100 Dollars, (\$ 2,305,000.00) 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-7-22-07-A dated 2/28/2022 between Principal and Owner for construction of (project description) Suntree Booster Station Rehabilitation, 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 March, 20 22.

Witness:

Joan Locott

Florida Design Contractors, Inc
(Principal)

Its:

(Title) President



Witness:

C. L.

Fidelity and Deposit Company of Maryland
(Surety)

(Seal)

Its:

(Title) Brett Rosenhaus, Attorney-in-Fact

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Joann Escott certify that I am the Secretary of the Corporation named as Principal in the within bond; that Thomas Clarke 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.

Joann Escott
Secretary



STATE OF FLORIDA)

SS

COUNTY OF Palm)Beach

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared Brett Rosenhaus 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 Fidelity and Deposit Company of America 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.

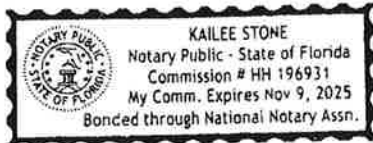
**Fidelity and Deposit Company of Maryland

Subscribed and sworn to before me this 22nd day of March, 2022, A.D.

(Attach Power of Attorney)

Kailee Stone
Notary Public

State of Florida-at-Large



My Commission Expires: 11/9/2025

My Commission Number is: HH196931

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**


KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kevin WOJTOWICZ, Daniel F. OAKS, Brett M. ROSENHAUS and Laura D. MOSHOLDER, all of St. Petersburg, Florida**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

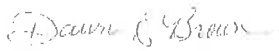
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of April, A.D. 2021.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: Robert D. Murray
Vice President

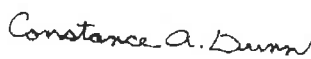

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 22nd day of April, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.




Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of March, 2022.



Brian M. Hodges

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577