Agenda Report



2725 Judge Fran Jamieson Way Viera, FL 32940

Consent

F.10. 5/17/2022

Subject:

Adopt Resolution and Release Performance Bond: Bridgewater South at Viera, Section 2 Subdivision - District 4 Developer: WCI Communities, LLC

Fiscal Impact:

None

Dept/Office:

Public Works / Engineering

Requested Action:

In accordance with Section 62-2844(b), it is requested that the Board of County Commissioners adopt the attached Resolution and authorize the Chair to sign the Resolution releasing the Contract and Surety Performance Bond dated April 6, 2021 for the above referenced project.

Summary Explanation and Background:

The Bridgewater South at Viera Section 2 subdivision is located within the Viera Development of Regional Impact (DRI), at the southern end of Breakers Row Avenue. The proposed subdivision contains 248 singlefamily lots and 92 duplex units on 123.65 acres.

The Bridgewater South at Viera Section 2 subdivision received preliminary plat and final engineering plans on February 8, 2021, and final plat and contract approval on April 6, 2021. The developer posted a Surety Performance Bond for guarantee of the completion of the infrastructure improvements according to the approved plans.

Per Section 62-2809(b)(2), "Construction after final plat recordation: ...the applicant shall provide security required in Section 62-2844 for the performance of such construction..." Section 62-2844(a) states: "An applicant shall be required to secure its performance security of the construction required under this article by a surety bond, letter of credit, savings account, certificate of deposit or execution of a tri-party escrow agreement. Such security shall not be required if a certificate of completion has been issued for all the subdivision improvements prior to final plat recordation." Because the applicant chose to plat the subdivision prior to completion of construction, the applicant entered into Contract with the Board and posted a Surety Performance Bond to guarantee the completion of the infrastructure improvements according to the approved plans.

As of April 15, 2022, the Bridgewater South at Viera Section 2 subdivision infrastructure improvements have been completed.

F.10. 5/17/2022

Reference: 21FM00005, 20SD00019

Contact: Christine Verrett, Special Projects Coordinator III, Extension 58328

Clerk to the Board Instructions:

Please forward the Board action to the Public Works Department and provide 2 originals of the Resolution.



FLORIDA'S SPACE COAST

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



May 18, 2022

MEMORANDUM

TO: Marc Bernath, Public Works Director Attn: Christine Verrett

RE: Item F.10., Resolution and Release Performance Bond: Bridgewater South at Viera, Section 2 Subdivision - Developer: WCI Communities, LLC

The Board of County Commissioners, in regular session on May 17, 2022, executed and adopted Resolution No. 22-047, releasing the Contract and Surety Performance Bond dated April 6, 2021, for the Bridgewater South at Viera, Section 2 Subdivision – Developer: WCI Communities, LLC. Enclosed are two fully-executed Resolutions.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

/ns

Encls. (2)

RESOLUTION 22-047

WHEREAS, the Board of County Commissioners of Brevard County, Florida and WCI Communities, LLC entered into a contract to guarantee the construction of improvements on property commonly known as Bridgewater South at Viera, Section 2 subdivision.

WHEREAS, by execution of the Contract, the Board of County Commissioners of Brevard County, Florida agreed to accept said improvements for private use at such time as said improvements were satisfactorily completed; and

WHEREAS, WCI Communities, LLC completed all of the infrastructure improvements and has requested that the executed contract approved on April 6, 2021 be released and release of all undisbursed funds referenced in the Contract hereinabove described.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Brevard County, Florida that:

- 1. The Board of County Commissioners of Brevard County, Florida hereby acknowledges that there is satisfactory completion of all improvements to that certain real property commonly known as Bridgewater South at Viera, Section 2 subdivision.
- 2. The Board of County Commissioners of Brevard County, Florida hereby releases the contract and performance bond executed on April 6, 2021.
- 3. This Resolution shall take effect immediately upon adoption.

DONE, ORDERED, AND ADOPTED in Regular Session the 17th day of May 2022.

ATTEST

Rache Sadoff Clerk of the Col

BOARD OF COUNTY COMMISSIONERS

BREVARD COUNTY, FLORIDA

Kristine Zonka, Chair

As approved by the Board on May 17, 2022

Subdivision No. 20SD00019/21FM00005

Project Name Bridgewater South at Viera, Section 2

Subdivision Infrastructure Contract

| THIS CONTRACT entered into this County Commissioners of Brevard County, | Florida, hereinafter referred to as "COUNTY," and |
|---|---|
| WCI Communities, LLC | , hereinafter referred to as "PRINCIPAL." |

WITNESSETH:

IN CONSIDERATION of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. The PRINCIPAL agrees to construct the improvements described below:

Infrastructure improvements consisting of water, sewer, storm drainage, roadways, sidewalks and associated improvements.

2. Principal agrees to construct the improvements strictly in accordance with the plans and specifications on file in the Land Development Division (which construction is hereinafter referred to as the "Work"). Such plans and specifications (hereinafter referred to as the "Plans") are hereby incorporated into this Agreement by reference and made a part hereof. Principal warrants to County that the Work will conform to the requirements of the Plans and other requirements specified in the County's approval of the Work. Principal also warrants to County that the Work will be free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered to be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this paragraph 2.

If within two (2) years after approval and acceptance of the improvements by County, any Work is found to be defective, Principal shall promptly, without cost to County, either correct such defective Work, or, if it has been rejected by County, remove it from the site and replace it with nondefective Work. If Principal does not promptly comply with the terms of such instructions, County may elect any of the remedies provided for in paragraph 6 herein below. Corrective Work shall be warranted to be free from defects for a period of six (6) months. Any defect in such Work shall be corrected again by Principal promptly upon notice of the defect from County. In the event the maintenance bond given by Principal in connection with County's acceptance of the improvements is extended, the two (2) year warranty period provided for herein shall be extended for a like period.

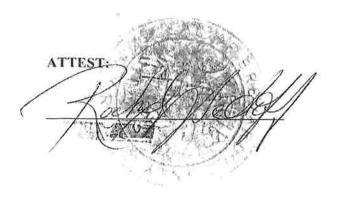
To the extent assignable, Principal assigns to County all of Principal's warranty rights under its construction contract with the contractor constructing the improvements (including all warranties provided by law of in equity with respect to such construction contract), which warranties may be asserted by County on behalf of Principal in the event Principal fails to perform its warranty obligations hereunder. Where warranties granted hereunder overlap, the more stringent requirement shall control."

3. The PRINCIPAL agrees to complete said construction on or before the 10th day of April 2023.

Revised 12/03/2014

- 4. In order to guarantee performance of PRINCIPAL'S obligations herein contained, PRINCIPAL shall furnish cash, letter of credit, certificate of deposit or surety bond in a form approved by the COUNTY, in the amount of \$6,572,369.81 . If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners within five (5) business days of the County's acceptance of this contract. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
- 5. The COUNTY agrees to accept said plat above described for recording in the public records of Brevard County, Florida and to accept the areas depicted thereon as dedicated for public use, including but not limited to streets and parks, at such time as said improvements are satisfactorily completed. Satisfactory completion in accordance with the plans and specifications shall be determined by written approval of the County Development Engineer or designated assistant.
- 6. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:
 - A. Vacate all or part of such recorded plat where improvements have not Been completed in accordance with the plans and specifications.
 - B. Complete the improvements utilizing COUNTY employees and materials and request payment from the bond or the PRINCIPAL,
 - C. Request the surety on said performance bond to complete such improvements, or
 - D. Contract for completion of said improvements.
- 7. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
- 8. In the performance of this Agreement, the PRINCIPAL shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the PRINCIPAL for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes.
- 9. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.



BOARD OF COUNTY COMMISSIONERS OF BREYARD COUNTY, FLORIDA

ALLCIA L. MATED

Notary Name printed, typed or stamped

Rita Pritchett, Chair

As approved by the Board on: April 6 , 20 21.

| WITNESSES: | PRINCIPAL: |
|------------------------|---|
| * Matthew Pesciole | Jeff Alexander, as Authorized Agent |
| * Shife blooms sommif | DATE |
| State of: Florida | * |
| County of: BREVARD | - |
| JEFF ALEXANDER | who is personally known to me or who has produced who did (did not) take an oath. |
| My commission expires: | alicie & Onto |
| SEAL | Notary Public |

Revised 12/03/2014

Commission Number:

Notary Public State of Florida Alicia L Mateo My Commission GG 152666 Expires 02/14/2022

SURETY PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

| That we, WCI Commun | ities, LLC | | , hereinafter referred to |
|---|---|--|--|
| as "Owner" and, XL Speci | alty Insurance Company | | , hereinafter referred to as |
| "Surety", are neld and firmly | y bound unto the BO | ARD OF COUNTY CO | MMISSIONERS OF BREVARD |
| payment of which we hind | ourselves our beire | ounty", in the sum of | f \$ 6,572,369.81 , for the cors and assigns, jointly and |
| severally, firmly by these pre | sents: | , executors, success | ors and assigns, jointly and |
| | as entered into a co | ontract with the Co a part hereof by refe | unty dated the $\frac{b^{+h}}{b}$ day of rence. |
| NOW THEREFORE, the faithfully perform said contract 20 <u>23</u> , then this obligation is | ict and complete the | work contemplated th | if Owner shall promptly and nerein by <u>April (</u> , nain in full force and effect. |
| sixty (60 days from the date in order to insure performan no arrangements have bee completion of said contract, Owner and Surety jointly and including but not limited to direct or consequential, whi contract. After the expiration right to contract for the complete to contract for the complete County is required to comment the rate of six percent proceedings. The County, in event of Owner's default. | of said default within ce. If, at the expiration made by the Owr then the County shall severally, shall pay a engineering, legal and the County may son of the aforesaid goletion of said contrate lowest responsione immediately liable ence legal proceedin (6%) per annum be its discretion, may proceed the county commences some immediately liable ence legal proceeding (6%) per annum be its discretion, may proceed the county commences some county commences some county commences some immediately liable ence legal proceeding (6%). | which to take whatever ion of sixty (60) days and of sixty (60) days are or surety satisfall have the right to coall costs of completing of other costs, togethe sustain on account of acceparity and for the completion of the collection of the coll | pletion of said contract, the said bid and in the event the thereof, interest shall accrue emmencement of such legal complete said contract, in the of any sums due hereunder. |
| 9 | | | |
| EXECUTED thislst | day of ^{March} | , 20 _21 Owner | WCI Communities, LLC, a Delaware limited liability company By: WCI Communities, Inc., a Delaware corporation, its sole member |
| | , ** | JEFF ALE) | MANDER, ANTHORIZED AGENT |
| | y6.5(17.5(X.5)) | SURETY My Hu | : XL Specialty Insurance Company a, Attorney-in-Fact |
| | "A Witness on | With. | 1 |

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of ____Orange On MAR 0 1 2021 before me, Kathy R. Mair, Notary Public [Name of Notary Public and Title "Notary Public"] [Name(s) of Signer(s)] who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. KATHY R. MAIR Notary Public - California Orange County Commission # 2193966 My Comm. Expires May 22, 2021 Signature of Notary Public Place Notary Seal Above Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: _____ Document Date: _____ Number of Pages: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: My Hua Signer's Name: Corporate Officer – Title(s): Corporate Officer – Title(s): ____ Partner – Limited General

Individual 🛛 Attorney-in-Fact

Signer Is Representing:

Trustee

Other:

Guardian or Conservator

Partner – Limited General

Other:

Individual Attorney-in-Fact
Trustee Guardian or Cons

Signer is Representing:

Guardian or Conservator



Power of Attorney XL Specialty Insurance Company XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER LIMITED POWER OF ATTORNEY XL 1612634

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

Tenzer V. Cunningham, Mechelle Larkin, Kathy R. Mair, My Hua, Brenda Wong, Martha Gonzales, Regina Rangel, Joaquin Paraz

each Its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers 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 thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by Its duly authorized officers this February 22nd, 2021.

XL SPECIALTY INSURANCE COMPANY

Gregory Boal, VICE PRESIDENT

An CBC

STATE OF PENNSYLVANIA COUNTY OF CHESTER

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

Veni M Min

On this 22nd day of February, 2021, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

> Commonwealth of Pennsylvania - Notary Seal S. Grace Freed-Brown, Notary Public **Chester County** My commission expires March 5, 2022 Commission number 1322812

Mambar, Fannsylvania Association of Naturian

A. gracefled brown

S. Grace Freed-Brown, NOTARY PUBLIC

SB0042

Page 1 of 2

STATE OF PENNSYLVANIA COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this $\frac{1st}{L}$ day of March 2021.



Kevin M. Mirsch, ASSISTANT SECRETARY

Keni M Min

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 22nd day of February, 2021.



XL REINSURANCE AMERICA INC.

by:

Gregory Boal, VICE PRESIDENT

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

Keni MM

STATE OF PENNSYLVANIA COUNTY OF CHESTER

On this 22nd day of February, 2021, before me personally came Gregory Boal to me known, who, being duly sworn, dld depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.

Commonwealth of Pennsylvania - Notary Seal S. Grace Freed-Brown, Notary Public Chester County My commission expires March 5, 2022 Commission number 1322812 Member, Pennsylvania Association of Nataries

A. grundudtan

STATE OF PENNSYLVANIA COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this ___ day of



Kevin M. Mirsch, ASSISTANT SECRETARY

Keni M Min

This Power of Attorney may not be used to execute any bond with an inception date after 2/22/2023

BRIDGEWATER SOUTH AT VIERA

SECTIONS 27 AND 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST SECTION 2

BREVARD COUNTY, FLORIDA

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CERTIFICATE OF SURVEYOR

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BY BOARD OF COUNTY COMMISSIONERS

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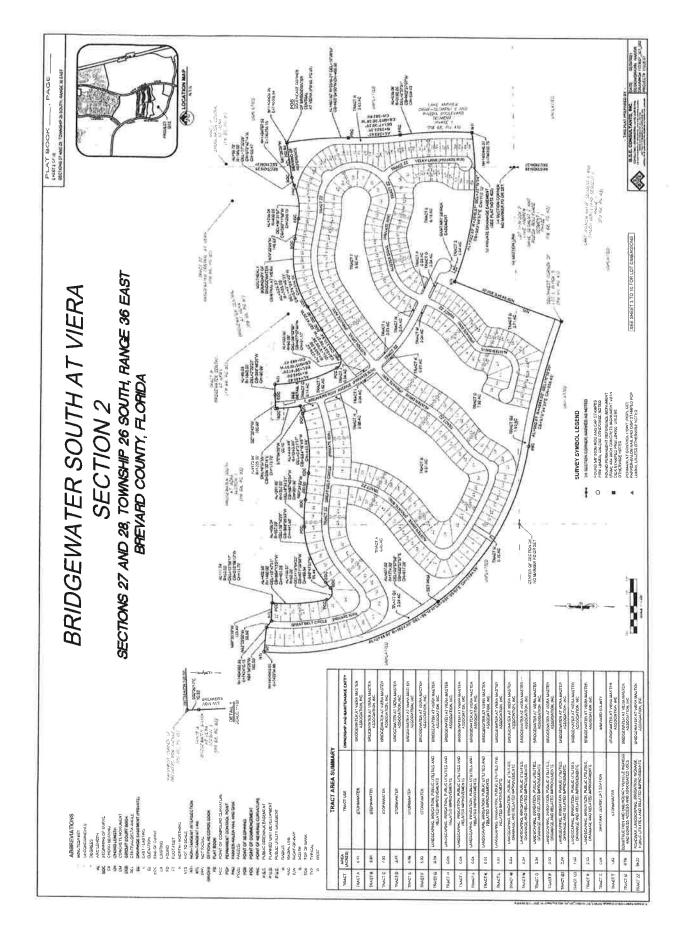
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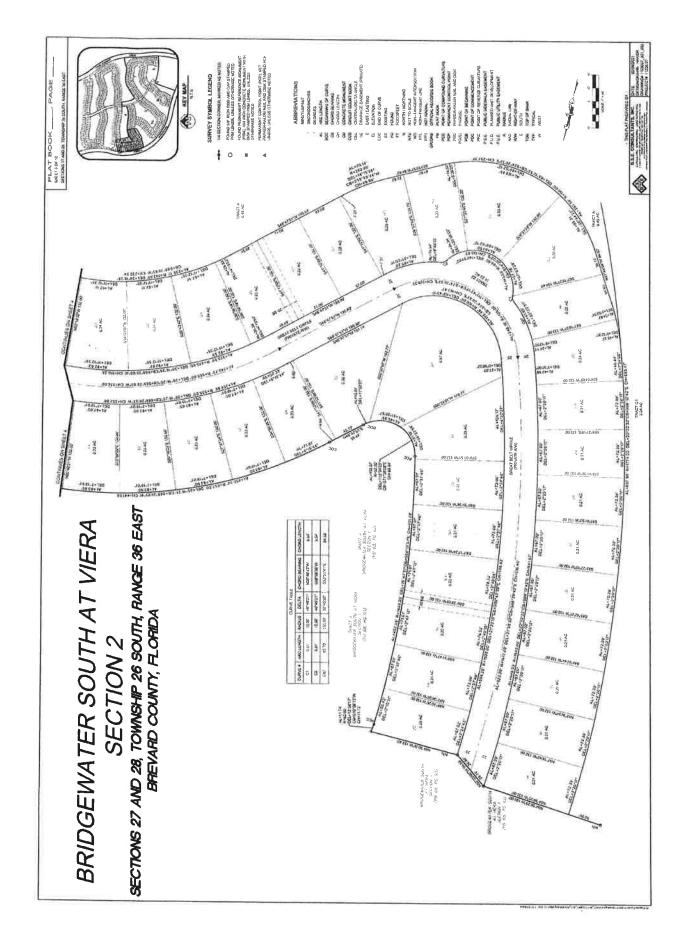
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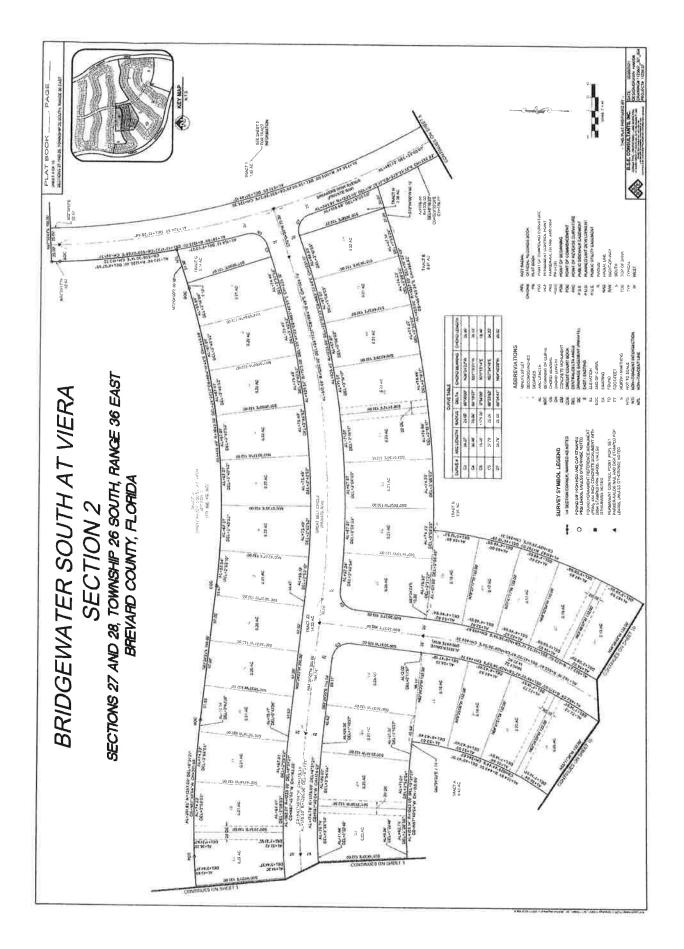
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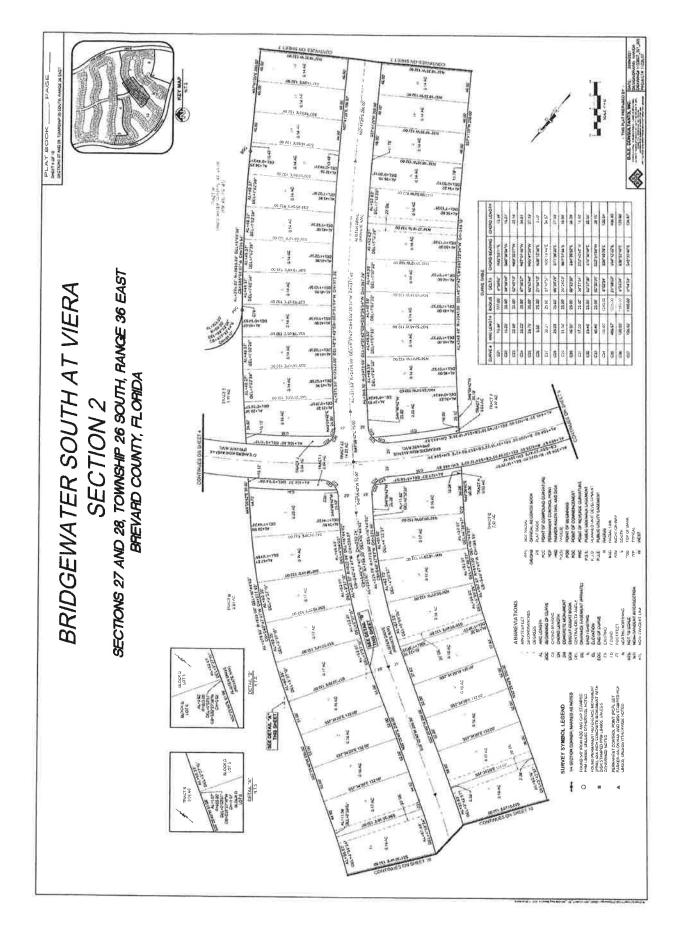
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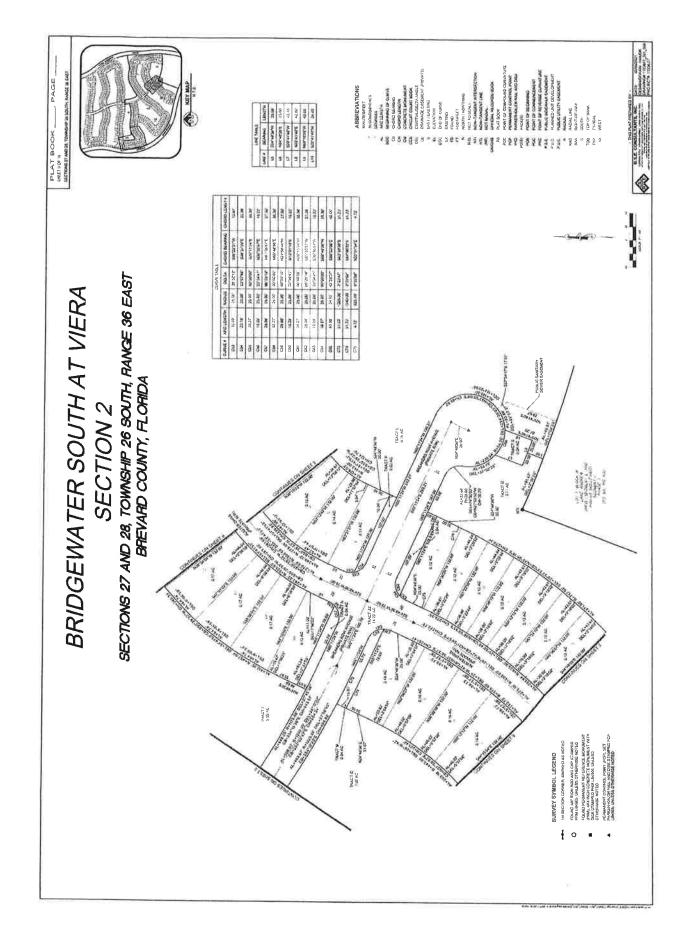


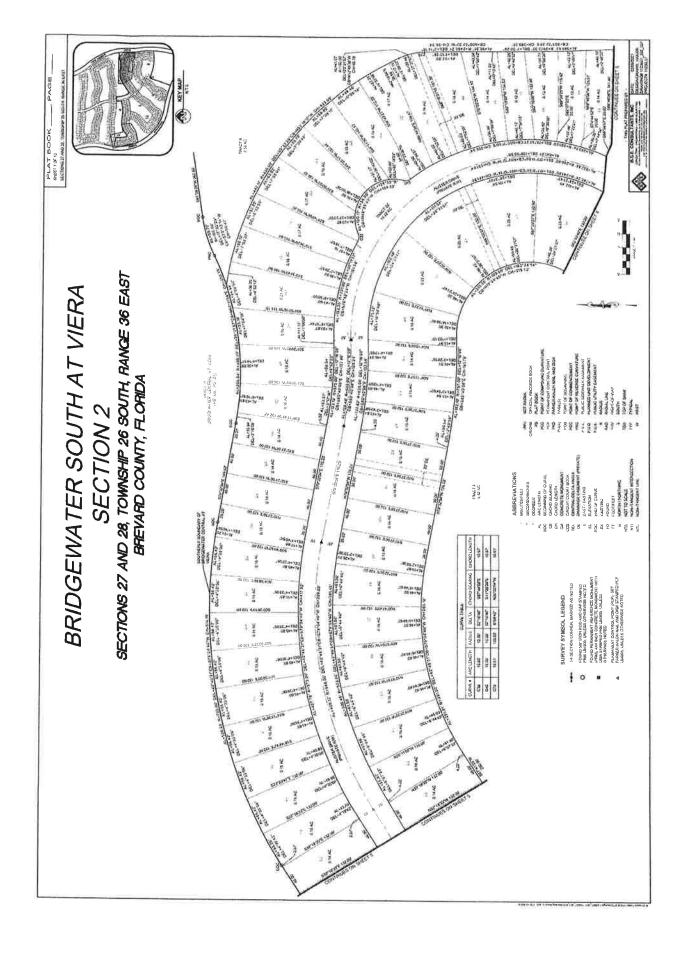


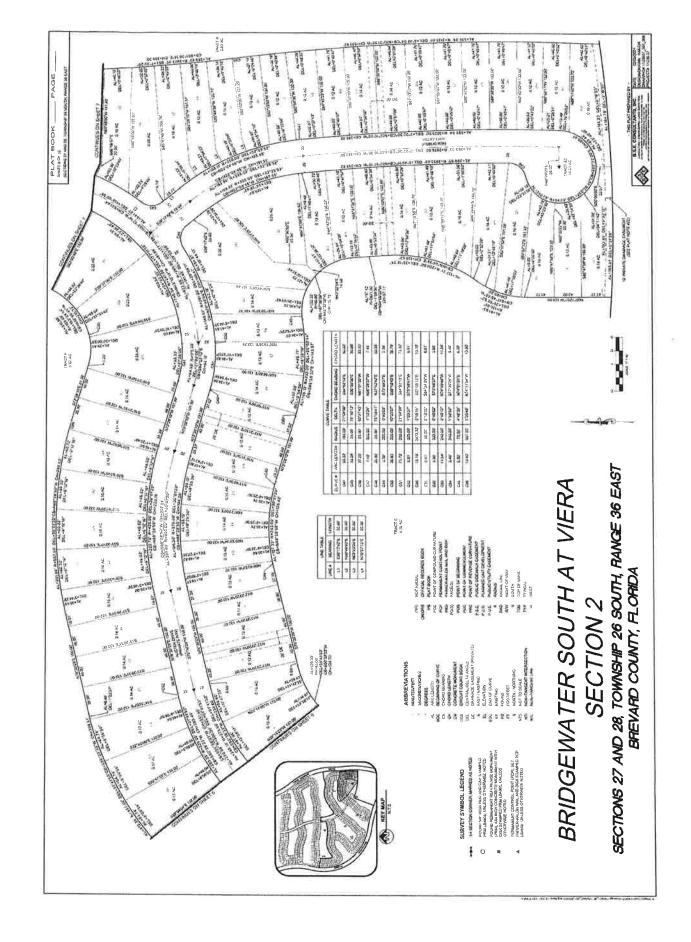


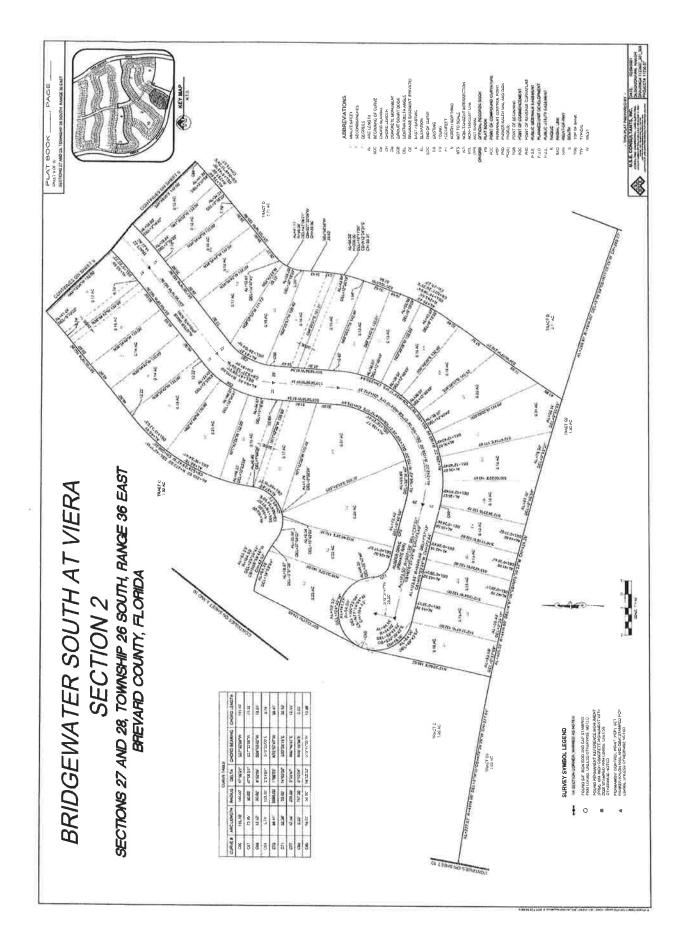


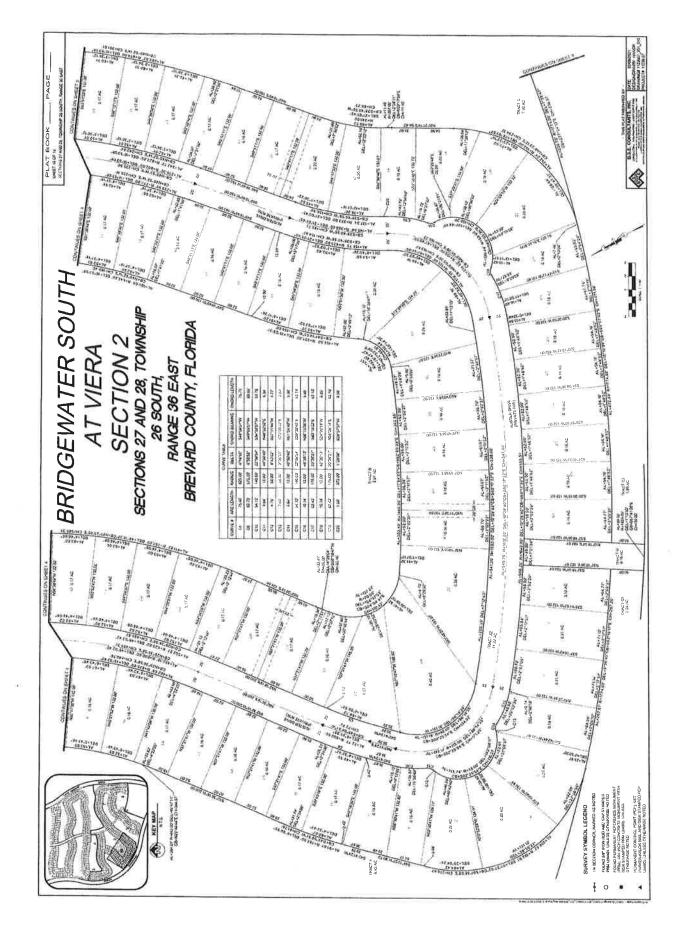












LOCATION MAP

BRIDGEWATER SOUTH AT VIERA SECTION 2 21FM00005





1:24,000 or 1 inch = 2,000 feet



Subject Property

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 3/12/2021