



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Public Hearing

D.2.

9/22/2020

Subject:

Public Comment: RE: Revised Tentatively Adopted County Operating and Capital Budget for FY 2020-2021

Dept/Office:

Budget Office

Requested Action:

It is recommended that the Board of County Commissioners accept public comments concerning the tentatively approved budget and millage rates for the County's 2020-2021 fiscal year including Charter Officers and Dependent Special Districts.

Summary Explanation and Background:

Section 200.065, Florida Statutes, requires this public hearing. Comments from the public, if any, must precede actions to accept or amend the budget for County agencies, Charter Officers and Dependent Special Districts as summarized: County agencies of \$1,240,454,718, Charter Officers of \$153,727,770 and Dependent Special Districts of \$91,494,099. The total Tentatively approved County Operating and Capital Budget for FY 2020-2021 is \$1,485,676,587.

The following components of the County's FY 2020-2021 Tentative Budget (including dependent special districts) represent funds which include ad valorem revenues.

<u>Description</u>	<u>FY 2020-2021 Adopted Millages</u>	<u>FY 2021-2021 Tentative Millages</u>	<u>FY 2021-2021 Ad Valorem Revenue</u>	<u>FY 2021-2021 Tentative Budget</u>
Operating:				
General Fund	3.8196	3.6929	\$161,307,346	\$300,052,026
Library District	0.4463	0.4264	\$18,759,607	\$26,128,087
Mosquito Control District	0.1809	0.1728	\$7,602,392	\$10,743,485
Fire Control MSTU	0.6321	0.6141	\$13,120,059	\$14,096,353
Recreation District #1 MSTU	0.5678	0.5379	\$3,027,756	\$13,515,498
Recreation District #4 O&M	0.6662	0.6346	\$2,914,472	\$4,637,812
TICO Airport Authority	0.0000	0.0000	\$0	\$2,454,534
Law Enforcement MSTU	1.1142	1.0832	\$21,312,633	\$25,895,999
Road & Bridge Dist #1 MSTU	0.6390	0.6105	\$2,265,568	\$4,092,477
Road & Bridge Dist #2 MSTU	0.2376	0.2303	\$1,067,005	\$1,515,430
Road & Bridge Dist #3 MSTU	0.2524	0.2468	\$504,927	\$1,403,852
Road & Bridge Dist #4 MSTU	0.2600	0.2555	\$1,542,623	\$3,254,846
Road & Bridge Dist #5 MSTU	0.3714	0.3618	\$602,785	\$1,243,890
Road & Bridge Dist #4 N Bchs, MSTU	0.2486	0.2420	\$162,714	\$821,226
Road & Bridge Dist #4 So. MI MSTU	0.1222	0.1206	\$22,585	\$157,891
Environ. Endangered Land ('04)	0.0619	0.0592	\$2,604,523	\$3,247,301
PSJ/Can Groves Recreation MSTU	0.3234	0.3148	\$527,510	\$687,202
N. Brevard Special Recreation Dist	0.2281	0.2137	\$757,272	\$961,142
Merritt Island Recreation MSTU	0.3180	0.3069	\$1,137,069	\$1,914,969
S. Brevard Special Recreation Dist	0.2938	0.2804	\$7,136,637	\$15,351,750
Debt Service:				
Environ. Endangered Land ('04)	0.0804	0.0522	\$2,309,985	\$6,212,191
PSJ/Can Groves Rec Fac MSTU	0.0000	0.0000	\$0	\$0
N. Brevard Special Recreation Dist	0.5719	0.5211	\$1,853,739	\$1,602,926
Merritt Island Recreation MSTU	0.4820	0.4553	\$1,688,217	\$1,727,251
S. Brevard Special Recreation Dist	0.3062	0.2842	\$7,276,538	\$7,848,633

Clerk to the Board Instructions:

Maintain for records retention



September 23, 2020

M E M O R A N D U M

TO: Jill Hayes, Budget Office Director

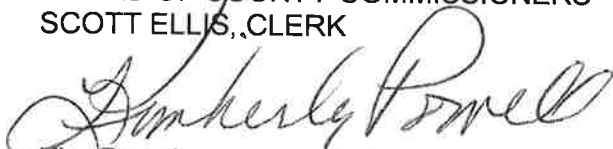
RE: Item D.2., Public Comment for Revised Tentatively Adopted County Operating and Capital Budget for Fiscal Year 2020-2021

The Board of County Commissioners, in special session on September 22, 2020, accepted public comments concerning the tentatively approved Operating and Capital Budget for the County's 2020-2021 Fiscal Year, including Charter Officers and Dependent Special Districts.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK



Kim Powell, Clerk to the Board

/sm

cc: Finance

BASEFLOW BASIN PROJECT(S)
BID #B-7-21-56

SECTION V

CONTRACT AND CERTIFICATE

This section includes the following forms that must be executed by the selected Contractor upon notification by the Owner:

- Contract
- Certificate

These forms DO NOT need to be submitted with the Bid.

BASEFLOW BASIN PROJECT(S)
BID #B-7-21-56

SECTION V

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CONTRACT

THIS AGREEMENT, is entered into the date of last signature below, by and between the Board of County Commissioners of Brevard County, Florida, party of the first part (hereinafter sometimes called the "Owner"), and Gregori Construction, Inc., party of the second part (hereinafter sometimes called the "Contractor").

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

1. DEFINITIONS

- 1.1 All terms in this Agreement are defined in the Instructions to Bidders, General Conditions and Supplementary Conditions for the Baseflow Basin Project(s) Basin No. 26 and 62
 Bid No. B-7-21-56, and shall have the meanings designated herein.

2. SCOPE OF THE WORK

- 2.1 The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work to construct the options shown on the plans as prepared by **the Engineer of Record as shown on the Construction plans for the option awarded**, acting as, and in the Contract Documents entitled as the Owner's Engineer, and shall do everything required by these Contract Documents and as described in the Specifications and Contract Documents entitled:

BASEFLOW BASIN PROJECT(S) OPTION #: 26 and 62
BID NO. B-7-21-56

3. THE CONTRACT SUM

- 3.1 The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents.
- 3.2 Based upon the price shown in the Proposal heretofore submitted to the Owner by the Contractor, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract for Option # 26 and 62 the sum of four hundred ninety one thousand nine hundred twenty five dollars (\$491,925.00)

4. COMMENCEMENT AND COMPLETION OF WORK

- 4.1 The Contractor shall commence work within 5 calendar days after issuance of Notice to Proceed.

- 4.2 The Contractor shall prosecute the work with faithfulness and diligence and shall cause final completion of the work not later than thirty 35 calendar days after the issuance of Notice to Proceed. This time of Completion is for each individual Option. If the same Contractor is awarded all two (2) Options, then the period for substantial completion must be no later than September 30, 2021, for all eleven Options.
- 4.3 Contractor understands that each Option is independent. However, the Contractor's completion of the work has to consider the time for completion for all the Options. Therefore, each option separately will have to be completed in a timely manner to allow the entire work (all two options) to be completed by September 30, 2021. The time will have to be coordinated once the project has been awarded.
- 4.4 Prior to commencing the work the Contractor shall execute, deliver to the Owner, and record in the public records of Brevard County, required payment and performance bonds in substantially the same format provided in Section VI.

5. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- 5.1 The Contractor hereby agrees that the project site has been carefully examined and that sufficient observations have been made such that Contractor is completely familiar with all site conditions and requirements as they relate to the work described in these Contract Documents, and assumes full responsibility therefore.
- 5.2 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.
- 5.3 Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner's Engineer and the decision shall be final and binding upon all parties.
- 5.4 It is distinctly understood and agreed that the passing, approval and acceptance of any part of the work or material by the Owner, the Owner's Engineer, or by any agent or representative of the Owner or Owner's Engineer as in compliance with the terms of this Contract and of the Drawings and Specifications 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; and 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 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, shall be reconstructed as directed by the Owner. 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 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.

6. LIQUIDATED DAMAGES

- 6.1 It is mutually agreed that time is of the essence of this Contract and should the Contractor fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the Owner will retain the amount of liquidated damages stated in Section 8-10.2 of F.D.O.T. Standard Specifications for Road and Bridge Construction, per calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the Owner will have sustained by failure of the Contractor to complete the work within the specified time; it being further agreed that said sum is not a penalty, but is the stipulated amount of damages sustained by the Owner in the event of such default by the Contractor.
- 6.2 For the purposes of this Article, the day of final acceptance of the work shall be considered a day of delay, and the scheduled day of completion of the work shall be considered a day scheduled for production.
- 6.3 The Owner has the right to deduct, as payment on such liquidated damages, against any money the Owner owes the Contractor.
- 6.4 The Owner does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and to finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.

7. PARTIAL AND FINAL PAYMENTS

- 7.1 In accordance with the provisions fully set forth in the General Conditions (Section VII), and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:
- a) Within 30 days after receipt of the Contractor's request for partial payment by the Owner, accompanied by partial release of liens and waivers from all subcontractors and suppliers, for the previous payment, the Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner or the Owner's Engineer, for work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate which is to be retained by the Owner as retainage. After the Owner or Owner's Engineer determine that 50-percent of the construction has been completed pursuant to the Contract, the Contractor shall reduce the amount withheld from each subsequent progress payment to five (5) percent of the payment until all work has been performed, and accepted by the Owner or Owner's Engineer, strictly in accordance with this Agreement.
 - b) Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required have been furnished and are found acceptable by the Owner, final payment on account of this Agreement shall be made within sixty (60) days after completion by the Contractor of all work covered by this Agreement and acceptance of such work by the Owner.
 - c) Notwithstanding the foregoing, pursuant to section 255.05(11), Florida Statutes, when the Contractor has furnished and recorded a payment and performance bond and provided the Owner with a written consent from the Surety regarding the Project or payment in question, no such releases or waivers shall be required. The Surety may, in a writing served on the Owner, revoke its consent or direct that the Owner withhold a specified amount from a payment, which shall be effective upon receipt.
 - d) Contractor acknowledges that, pursuant to Florida law, the Contractor may not lien Owner's interest in the Project site. Contractor agrees to advise all subcontractors and material suppliers of the non-lienable nature of the project and to further furnish each such person or entity a copy of the Labor and Material Payment Bond for the project.

8. ADDITIONAL BOND

- 8.1 It is further mutually agreed between parties hereto that if, at any time after the execution of this Agreement and the Public Construction Performance Bond and the Public Construction Payment Bond 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 the 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 Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

9. CONTRACT DOCUMENTS

- 9.1 The Contract Documents, as that term is defined in the Instructions to Bidders, are as fully a part of this Contract as if herein repeated, whether or not those documents are actually attached to this Contract. The Drawings, geotechnical report, permits and permit requirements are contained in Section IX, Appendix 1 and 2 (attached separately).
- 9.2 The Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status.

10. PUBLIC RECORDS AND AUDIT REQUIREMENTS

- 10.1 In the performance of this Agreement, the Contractor shall keep books, records and accounts of all activities related to the Agreement 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).
- 10.1 All records or documents created by the Contractor or provided to the Contractor in connection with the activities or services provided under the terms of this Agreement, are public records and the Contractor agrees to comply with any request for such public records or documents made in accordance with Section 119.07, Florida Statutes. 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.
- 10.3 Records, documents, books and accounts ordinarily and necessarily required for the performance of this Agreement shall be kept, maintained and open to inspection by the Owner and its representatives during regular

business hours and shall be retained by the Contractor or for a period of five (5) years after completion or termination of this Agreement.

- 10.4 Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Owner. If the Owner does not possess the requested records, the Owner shall immediately notify the Contractor of the request, and the Contractor must provide the records to the Owner or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Ch. 119, F.S. If the Contractor fails to provide the public records to the Owner within a reasonable time, the Contractor may be subject to penalties under Section 119.10, F.S.
- 10.5 The Contractor shall identify and ensure that all public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the Owner.
- 10.6 Upon completion of the Agreement, the Contractor shall transfer, at no cost to the Owner, all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the services under this Agreement. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the Owner.
- 10.7 Failure to comply with the provisions of this section shall result in the Owner taking enforcement action against the Contractor, including the cost to the Owner for gaining the Contractor's compliance, which will include, but is not limited to, the Owner's staff time expended to obtain compliance with this section, litigation filing fees and attorney's fees. The Owner may also unilaterally terminate the Agreement if the Owner refuses to allow public access to Public Records as required by law.
- 10.8 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 the Contractor in the United States or any other country.
- 10.9 **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 AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS FOR THE NATURAL RESOURCES MANAGEMENT OFFICE by telephone at (321) 633-2016, by email at tom.belflower@brevardfl.gov, or at the mailing address below:

Brevard County Natural Resources Management Department ATTN: Custodian of Records

2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, FL 32940

11. NOTICE

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified below:

Owner: Brevard County Board of Commissioners
c/o Natural Resources Stormwater Utility Program - Jeff Rapolti (jeff.rapolti@brevardfl.gov)
2725 Judge Fran Jamieson Way, Bldg A, Rm 219
Viera, FL 32940

Contractor: Gregori Construction, Inc.
c/o Andrew Gregori
3435 S. Hopkins Ave., Suite #6
Titusville, FL 32760

Engineer: Mead & Hunt, Inc.	Geosyntec, Inc.
c/o David King (david.king@meadhunt.com)	c/o Mike Hardin (MHardin@geosyntec.com)
4401 Eastport Parkway	6770 S. Washington Ave., Suite 3
Port Orange, FL 32127	Titusville, FL 32780

12. ATTORNEY'S FEES

12.1 In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs, provided, this clause shall only apply to the Contractor and County, as parties to this Agreement, and shall not be construed to prevent the Owner from covering its attorney's fees, expert witness fees or costs against a surety in accordance with the provisions of the performance bond or under any provision of state law requiring the surety to pay attorney's fees or costs.

13. MODIFICATION

- 13.1 This Agreement, together with Contract Documents, constitutes the entire contract between the County and the Contractor and supersedes all prior written or oral understandings. No modification of this agreement shall be binding on Owner or Contractor unless reduced to writing and executed by a duly authorized representative of Owner and Contractor.

14. GOVERNING LAWS

- 14.1 This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida, and federal laws and regulations.

15. COMPLIANCE WITH STATUTES

- 15.1 It shall be the Contractor's responsibility to be aware of and comply with all applicable federal, state and local laws.
- 15.2 BUY AMERICAN – The bidder proposes and agrees, if this Proposal is accepted, to comply with 41 U.S.C. Chapter 83: Buy American statutes.
- 15.3 The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (3 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61), with the terms and conditions found in attachment

16. VENUE

- 16.1 Venue for any legal action by any party to this Agreement to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County Florida, and **ANY TRIAL SHALL BE NON-JURY.**

17. CONFLICT OF INTEREST

- 17.1 The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency board or commission thereof, to provide services relating to this Contract without written consent from the County.
- 17.2 The Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.
- 17.3 The Contractor shall not award a contract or subcontract under this Agreement to any company who the Owner has a financial or any other interest in, including but not limited to employing an employee of the Owner or any member of an employee's, agents, or officer's immediate family.

18. INFORMATION RELEASE/GRANTOR RECOGNITION

- 18.1 News releases, publicity releases, or advertisements relating to this Agreement or the tasks or projects associated with the project, shall be submitted in writing to the County and be approved in advance of any release or publication. Releases shall identify the funding entity as well as the funding source.

Remainder of page intentionally left blank.

19. INDEMNIFICATION

- 19.1 The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss or expense, is caused, in whole or in part, by the act or omission of the Contractor, any subcontractor, any supplier, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified hereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this Paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.
- 19.2 The County's indemnity and liability obligations hereunder shall be subject to the County's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the County's sovereign immunity.

20. UNAUTHORIZED ALIEN WORKERS

- 20.1 The County will not intentionally award publicly funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274(e) of the Immigration and Nationality Act (INA). The County shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(e) of the INA shall be grounds for unilateral cancellation of this Contract by the County.
- 20.2 In accordance with Section 448.095, Florida Statutes, as may be amended, the County may not enter into a contract unless the parties thereto register with and utilize the E-Verify System.
- 20.3 The County shall not enter into, or renew, a contract with the Contractor if it is not enrolled in E-Verify. A 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.

- 20.4 The County shall verify the Contractor's participation in the E-Verify Program by confirming enrollment on the Department of Homeland Security's E-Verify Website. A contractor whose participation cannot be verified on the Website shall provide acceptable evidence of their enrollment prior to award and execution of the contract.
- 20.5 A contractor who registers with and participates in E-Verify 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.
- 20.6 Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Remainder of page intentionally left blank.

21. PUBLIC ENTITY CRIMES

- 21.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

22. SURVIVAL

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

23. SCRUTINIZED COMPANIES

The Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Owner may immediately terminate this Agreement for cause if the Contractor its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

24. SEVERABILITY


If any portion of this Agreement is found to be invalid or unenforceable or if applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intent of the parties.

IN WITNESS WHEREOF the parties by their undersigned, authorized agents have executed this agreement as of the date last written below.

Attest:


Rachel Sadoff, Clerk


BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA
Party of the First Part


Rita Pritchett, Chair
As approved by the Board
on: September 24, 2020

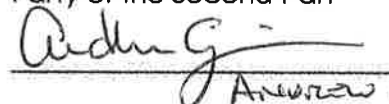
Reviewed for legal form and content
for Brevard County, Florida:


Alex Essee, Assistant County Attorney

Witnessed in the presence of**


ESHAM DRINKARD

CONTRACTOR
Party of the Second Part


Andrew M. Gregory, VP

Attest:  (Seal)

- (*) In the event that the Contractor is a Corporation, there shall be attached to each counterpart, 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.
- (**) Two witnesses are required when Contractor is sole ownership or partnership.

RECEIVED

JUN 29 2021

Brevard County
Natural Resources

Resolution

I, the undersigned Assistant Secretary of Gregori Construction & Engineering, Inc. (the Corporation), HEREBY CERTIFY that the Corporation is organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania as a corporation for profit with its principal office at 736 Ekastown Road, Sarver, PA 16055, and is duly authorized to transact business in the Commonwealth of Pennsylvania.

I FURTHER CERTIFY that at a meeting of the Directors of the Corporation, duly called and held on March 2, 2001, at which a quorum was present and voting, or by other duly authorized corporate action in lieu of a meeting, the following resolution was adopted:

BE IT RESOLVED, this Corporation will fill the office of Vice President by appointing Andrew M. Gregori to said office. He shall have authority to conduct any and all business for Gregori Construction and Engineering, Inc.



 Asst. Secretary

PUBLIC CONSTRUCTION PAYMENT BOND
BASEFLOW BASIN PROJECT(S)
BID NO. B-7-21-56

Bond No. 3964326

BY THIS BOND, We Gregori Construction Inc., as Principal and Great American Insurance Company, a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called Owner, in the sum of Four Hundred Ninety One Thousand Nine Hundred Twenty Five and 00/100 (\$491,925.00), 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. 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 dated _____, 2021, between Principal and Owner for the construction activities associated with the *BASEFLOW BASIN PROJECT(S)*, the Contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the Contract.
2. 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, then this bond is void; otherwise it remains in full force.
3. Any modifications in or under the Contract and compliance or noncompliance with any formalities connected with the Contract does not affect Surety's obligation under this bond.

Signed and sealed this 22nd day of June, 2021. Gregori Construction Inc.

Attest:

Stanley Lee
(As to Corporate Principal) Secretary

By: Andrew M. George, VP
Name and Title of Principal

ESHA M DRINKARD
Witness to Principal

Great American Insurance Company (Corporate Seal)

By: Josephine M. Streyle

Alexandra Machnik
Witness to Surety
Alexandra Machnik

Josephine M. Streyle, Attorney-in-Fact
Name and Title of Surety

(Corporate Seal)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I Stanley Lee, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Andrew M. Gregory who signed the said bond on behalf of the Principal, was then Vice Pres. of said Corporation; that I know the Principal, and the Principal's signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.


Secretary


PENNSYLVANIA
STATE OF ~~FLORIDA~~
COUNTY OF ALLEGHENY

(Seal)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared Josephine M. Streyle to me well known, who being by me first duly sworn upon oath, says that this individual is the Attorney-in-Fact, for the ^{Great American Insurance Company} Great American Insurance Company and that said individual has been authorized by Great American Insurance Company to execute the foregoing bond on behalf of the Contractor named therein in favor of Brevard County, Florida.

Subscribed and sworn to before me this 22nd day of June, 2021, A.D.

(Attach Power of Attorney)


Notary Public
~~State of Florida-at-Large~~ Pennsylvania

My Commission Expires: March 14, 2025

My Commission Number is: 1140798

Commonwealth of Pennsylvania - Notary Seal
Wendy A. Bright, Notary Public
Allegheny County
My commission expires March 14, 2025
Commission number 1140798
Member, Pennsylvania Association of Notaries

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than EIGHT

No. 0 20902

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
BRIAN W. LONG	JOSEPHINE M. STREYLE	ALL OF	ALL
BRIAN F. JEFFE	JAY BLACK	PITTSBURGH, PA	UNLIMITED
WENDY A. BRIGHT	BARBARA A. LEEPER		
PATTI K. LINDSEY	ALEXANDRA MACHNIK		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27TH day of MAY, 2020.

Attest



Stephen C. Beraha

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 27TH day of MAY, 2020

MARK VICARIO (877-377-2405)

, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 22nd day of June, 2021



Stephen C. Beraha

Assistant Secretary

PUBLIC CONSTRUCTION PERFORMANCE AND GUARANTEE BOND

BASEFLOW BASIN PROJECT(S)

Bond No. 3964326

BID NO. B-7-21-56

BY THIS BOND, We Gregori Construction Inc.,
as Principal and Great American Insurance Company, a corporation as Surety, are
bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called
Owner, in the sum of Four Hundred Ninety One Thousand Nine Hundred Twenty Five and 00/100
(\$491,925.00), 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 promptly, completely and faithfully the Contract dated , 2021,
between Principal and Owner for construction of the **BASEFLOW BASIN PROJECT(S)**
B-7-21-56, the
Contract Being Attached Hereto and Made a Part of this bond by reference, in such time
and without delay, and in the manner prescribed in the Contract including the delivery,
execution and performance of any warranty work required by the Contract;
2. 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;
3. Performs the guarantee of all work and materials furnished under the Contract for the time
specified in the Contract, and shall remedy any defects in the work due to faulty materials
or workmanship or failure to properly maintain during the length of the Contract, and pay
for all damage to other work, person, or property resulting therefrom, which shall appear
within a period of one (1) year from the date of final acceptance of the work provided for
in the Contract, then this bond is to be void; otherwise it remains in full force and effect.

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

Signed and sealed this 22nd day of June, 2021.

Attest:

Stanley Lee
(As to Corporate Principal) Secretary

ESHA M PRINKARD
Witness to Principal

Alexandra Machnik
Witness to Surety
Alexandra Machnik

By: Andrew M. Gregori
Gregori Construction Inc.
Name and Title of Principal

By: Josephine M. Streyle
Great American Insurance Company
(Corporate Seal)
Name and Title of Surety

(Corporate Seal)

CERTIFICATE AS TO CORPORATE PRINCIPAL FOR PERFORMANCE BOND

I, Stanley Lee, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Andrew M. Green who signed the said bond on behalf of the Principal, was then Vice Pres. of said Corporation; that I know the Principal, and the Principal's signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.


Secretary


PENNSYLVANIA
STATE OF ~~FLORIDA~~
COUNTY OF ALLEGHENY

(Seal)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared Josephine M. Streyle to me well known, who being by me first duly sworn upon oath, says that this individual is the Attorney-in-Fact, for the Great American Insurance Company and that said individual has been authorized by Great American Insurance Company to execute the foregoing bond on behalf of the Contractor named therein in favor of Brevard County, Florida.

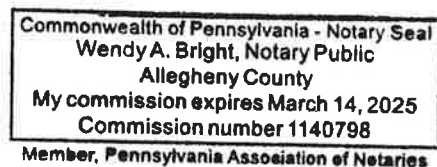
Subscribed and sworn to before me this 22nd day of June, 2021, A.D.

(Attach Power of Attorney)


Notary Public
State of ~~Florida~~ Pennsylvania

My Commission Expires: March 14, 2025

My Commission Number is: 1140798



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than EIGHT

No. 0 20902

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
BRIAN W. LONG	JOSEPHINE M. STREYLE	ALL OF	ALL
BRIAN F. JEFFE	JAY BLACK	PITTSBURGH, PA	UNLIMITED
WENDY A. BRIGHT	BARBARA A. LEEPER		
PATTI K. LINDSEY	ALEXANDRA MACHNIK		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27TH day of MAY, 2020.

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 27TH day of MAY, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 22nd day of June, 2021



My L C. B.

Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2021

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 Seubert & Associates Inc. 225 North Shore Drive Suite 300 Pittsburgh PA 15212	CONTACT NAME:	
	PHONE (A/C, No. Ext): 412-734-4900 FAX (A/C, No): 412-734-5725 E-MAIL ADDRESS: certs@seubert.com	
INSURED Gregori Construction Inc. 736 Ekastown Road Sarver PA 16055	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Zurich American Insurance Company	16535
	INSURER B: American Guarantee & Liability	26247
	INSURER C: Charter Oak Fire Insurance Company	25615
	INSURER D: Berkley Assurance Company	39462
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 902078349**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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLO464300208	10/1/2020	10/1/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Drive Other			BAP464300308	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC791767302	10/1/2020	10/1/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		WC464300108	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Leased Rented Equip.			QT6606D441450COF20	10/1/2020	10/1/2021	\$900,000 \$2,500 Deductible
C	Installation Floater			QT6606D441450COF20	10/1/2020	10/1/2021	\$350,000 \$2,500 Deductible
D	Pollution/Prof. Liability			PCXDB50097801019	10/1/2019	10/1/2021	\$2,000,000 \$10,000 Deductible

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

BASEFLOW BASIN PROJECT(S)-The Board of County Commissioners of Brevard County, Florida, its officials, officers and employees are additional insureds on the general liability, auto liability and umbrella liability per written contract. General liability is primary and non-contributory per written contract. A waiver of subrogation applies to the additional insureds on general liability, auto liability, umbrella liability, pollution liability and workers compensation per written contract.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Gregori Construction Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 121, 736 Ekastown Rd.

6 City, state, and ZIP code

Sarver, PA 16055-0121

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 3 - 2 9 3 8 6 3 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Andrew M. Gregori

Date ► 01/04/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.