

**FORT PIERCE UTILITIES AUTHORITY
REGULAR MEETING
AGENDA**

TUESDAY

October 18, 2022 4:00 PM

City Commission Chambers

100 North U.S. #1, Fort Pierce, Florida

MEETING TO ORDER

Opening Prayer by Carol Wilson, FPUA Human Resources

Pledge of Allegiance

ROLL CALL AND DECLARATION OF A QUORUM

A. SET THE AGENDA

B. APPROVAL OF MINUTES:

1. Approve the Minutes of the Regular Meeting on September 20, 2022.

C. COMMENTS FROM THE PUBLIC:

D. CONSENT AGENDA:

1. Excuse Larry Lammers, FPUA Board Deputy Secretary from the Board meeting today because he is out of town.
2. Approve the following recommendation to maintain an orderly progression of officers in future years; Mrs. Gibbons, Chairwoman; Ms. Bennett, Vice Chairwoman; Mr. Lammers, Secretary; Mr. Fee, Deputy Secretary; Mayor Hudson, Mayor/Member.
3. POA No. 19-69: Approve the purchase of the VMware maintenance renewal in the total amount of \$62,059.18 from Dell Marketing L.P., of Round Rock, Texas, under Florida State Contract No. 43211500-WSCA-15-ACS and WSCA-NASPO Master Agreement MNWNC-101. This includes three years of maintenance and support from the issuing date of the license keys.
4. POA No. 20-10: Approve 1) Budget Transfer Request in the amount of \$52,000, and 2) Specific Authorization No. SA-LE-56-23-01, for the Electric System Planning Study, with Leidos Engineering, LLC, of Reston, Virginia, in an amount not to exceed \$51,000. The initial term of this contract will commence upon written Notice to Proceed and end upon final completion and written acceptance by FPUA, contingent on receipt of the required Certificate(s) of Insurance.
5. POA No. 23-02: Approve the sole source Contract for the rehabilitation of the three-million gallon ground storage tank at the Water Treatment Plant with CROM LLC, dba CROM Coatings and Restorations, of Gainesville, Florida, in the amount not to exceed \$151,159.20. The Contract will commence upon written notice to proceed and end on work completion and acceptance by FPUA, contingent of receiving the required Certificate(s) of Insurance.

E. RECOGNITION OF EXCELLENCE:

F. OLD BUSINESS:

G. NEW BUSINESS:

1. POA 18-17: Approve the 2023 Employee Benefit Plan, as described in the 2023 Employee Benefit Plan Overview and Recommendations prepared by Relation Insurance Services of Florida, Inc., of Stuart, Florida, and authorize the Director of Utilities to sign the agreements necessary to fulfill FPUA's obligations under the Plan, including the following:
1) Payment of administrative fees to Blue Cross and Blue Shield of Florida, Inc., dba Florida Blue of Jacksonville, Florida, with a cost of \$67.05 per employee per month (PEPM), for an estimated cost of \$222,070, based upon current enrollment of 276 members subject to enrollment fluctuations, for the period of January 1, 2023 through December 31, 2023. The \$67.05 includes \$2.00 PEPM for Teledoc services. 2) Accept the Stop Loss Proposal and Agreement with Symetra Insurance Company with an estimated cost of \$752,030 for the Plan Year. The cost is based on claims experience through August 31, 2022. This is a firm commitment from Symetra.
2. POA No. 13-72: Approve the Purchase Order for FPUA to reimburse the City of Fort Pierce for the cost of replacing the water and sewer utilities on Beach Court between Florida Avenue and Delaware Avenue in an amount not to exceed \$261,882.
3. Grants Update: Active, Pending and in Development – For Information Only
4. Status Report on Electric Power Cost Adjustment (PCA) for September 2022

H. AWARD OF BID:

I. RESOLUTIONS:

J. DIRECTOR:

K. ATTORNEY:

L. COMMENTS FROM BOARD MEMBERS:

M. ADJOURN

Contracts under \$50,000 in Board Packet for Chairman and Secretary Signature:

1. Integrity Public Finance Consulting LLC – Arbitrage Reporting and Consulting Services - \$17,037.50
2. American Public Power Association – Grant Agreement for Deed Internship - \$0
3. Mastec North America Inc. – Electric Underground Unit Price Contract - \$0

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE UTILITIES AUTHORITY, TUESDAY, SEPTEMBER 20, 2022, 4:00 P.M., CITY COMMISSION CHAMBERS.

Members Present: Chairman Frank H. Fee, IV; Vice Chairman Kristina Gibbons; Secretary Barbara Bennett; Deputy Secretary Larry Lammers; and Mayor Linda Hudson.

Others present: Javier Cisneros, Director of Utilities; Rupert N. Koblegard, III, FPUA Attorney, Barbara Mika, Director of Finance and Administrative Services; Craig Crawford, Acting Director of Electric & Gas Systems; and Daniel Retherford, Director of Utility Support Services.

The meeting was called to order by Chairman Frank H. Fee.

Opening Prayer was by Jason Mittler, Manager FPUAnet.

The Pledge of Allegiance was recited.

The roll was called and a quorum declared.

ITEM A: SET THE AGENDA

A motion was made by Mayor Hudson, seconded by Ms. Bennett, and unanimously carried to approve the set agenda.

ITEM B: APPROVAL OF MINUTES

A motion was made by Mrs. Gibbons, seconded by Mr. Lammers, and unanimously carried to approve the Minutes of the Regular Meeting of August 16, 2022.

ITEM C: COMMENTS FROM THE PUBLIC

Mr. Mike Broderick – Comments regarding landscape package for new wastewater plant and disposition of the current wastewater treatment plant.

ITEM D: CONSENT AGENDA

Mrs. Gibbons requested to hold D-4 for discussion on the Consent Agenda.

A motion was made by Mayor Hudson, seconded by Mr. Lammers, and unanimously carried to approve D-1, D-2, D-3, D-5, D-6 and D-7 of the Consent Agenda.

1. POA 22-58: Approve single source purchase of one 69 kV and one 138 kV circuit breakers from Hitachi Energy USA Inc., of Raleigh, North Carolina, in an amount not to exceed \$180,234 and \$10,000 contingency for a total of \$190,234.
2. POA No. 21-10: A) Approve Amendment No. 1 to the DiGiorgio Road Sanitary Sewer Project Contract with Southern Underground Industries, Inc., of Pompano Beach, Florida, to include Change Order No. 1 as Attachment A and increase the not to exceed contract amount by \$106,372.17, from \$1,875,387.00 to \$1,981,759.17. B) Approve all subsequent budget transfer requests as necessary in the future without further board approval.
3. POA 22-42: Approve the contract of hardware and software for the Cisco Unified Communication System (UCS) server upgrade with United Data Technologies, Inc. of Miramar, Florida, in the amount of \$88,327.54, through participation in the NASPO Cooperative Purchasing Organization Data Communications Products and Services SK18001 administered by the State of Utah, and State of Florida Alternate Contract No. 43220000-NASPO-19-ACS. The initial term of this Contract will be from Written Notice to Proceed through June 30, 2025.
5. POA No. 22-38: Accept the Proposal and Contract for Federal Lobbyist Services with Van Scoyoc Associates, Inc., of Washington, DC, in an amount not to exceed \$72,000.00, annually. The initial term of this contract will be September 20, 2022, through September 19, 2023, with four one-year renewal options, contingent on receiving the required Certificate(s) of Insurance.
6. POA No. 22-99: Approve Amendment No. 2 to the Strategic Communication Services Contract with VancoreJones, of Tallahassee, Florida, to include the mini script video production proposal and one month of general FPUA communications support while staff recruit for a full-time Public Information Officer and increase the not-to-exceed contract amount by \$10,000 from \$59,500 to \$69,500.
7. POA No. 16-42: Approve Amendment No. 4 to the Tree Trimming Services Contract with The Davey Tree Expert Company, of Kent, Ohio, to update price sheet included Attachment C of the contract to include team leader and pick-up truck rates, contingent upon receipt of the required Certificates of Insurance.

Mrs. Gibbons asked a few questions about rates on D-4. Answers were provided by Ms. Tennant.

A motion was made by Mrs. Gibbons, seconded by Mayor Hudson, and unanimously carried to approve D-4 of the Consent Agenda.

4. POA No. 19-66: Approve 1) the Budget Transfer Request in the amount of \$65,000, and 2) Amendment No.2 to the Grant Writing and Administration Services Contract with Cape Canaveral Scientific Inc. (CCSI), of Melbourne Beach, Florida, to amend the hourly rate charged for services.

ITEM E: RECOGNITION OF EXCELLENCE

ITEM F: OLD BUSINESS

ITEM G: NEW BUSINESS

1. Accept the renewal quote and proposal from the Florida League of Cities on behalf of the Florida Municipal Insurance Trust (FMIT) for the FY23 policy package that includes our property, general liability, cyber liability, automobile liability, and workers' compensation insurance coverage for the period of October 1, 2022, to September 30, 2023, and approve funding for the \$886,837 annual premium.

A motion was made by Mayor Hudson, seconded by Ms. Bennett and unanimously carried to approve the FMIT FY23 policy package.

2. Approve Specific Authorization No. SA 66-CDG-22-02, Low-Pressure Sewer and Water System Expansion Design and Permitting, with CivilSurv Design Group, Inc., of Lakeland Florida, in an amount not to exceed \$394,750. The initial term of this contract will commence upon written Notice to Proceed and end upon completion and written acceptance by FPUA.

A motion was made by Mr. Lammers, seconded by Mayor Hudson and unanimously carried to approve SA 66-CDG-22-02.

3. POA 20-51: Approve the purchase of single-phase pad mounted transformers for inventory in an amount not to exceed \$692,071 for FY2024 and \$70,000 contingency for a total of \$762,071, from Central Maloney Inc., of Pine Bluff, Arkansas, through the Florida Municipal Power Agency (FMPA) Joint Purchasing Project (JPP), through December 2023, with an option to extend beyond that date by mutual consent.

A motion was made by Mrs. Gibbons, seconded by Ms. Bennett and unanimously carried to approve POA 20-51.

4. POA 20-56: Approve the purchase of three-phase pad mounted transformers for inventory in an amount not to exceed \$960,973 for FY2024 and \$90,000 contingency for a total of \$1,050,973, from WEG Transformers USA Inc. (WEG) of Washington, Missouri, through the Florida Municipal Power Agency (FMPA) Joint Purchasing Project (JPP).

A motion was made by Mayor Hudson, seconded by Mrs. Gibbons and unanimously carried to approve POA 20-56.

5. Status Report on Electric Power Cost Adjustment (PCA) for August/2022 – For Information Only

ITEM H: AWARD OF BID

ITEM I: RESOLUTIONS

1. Approve Resolution UA 2022-17 A Resolution of the Fort Pierce Utilities Authority of the City of Fort Pierce, Florida amending, restating, and superseding a portion of Section II, the schedule of service charges in Resolution No. UA 2013-11 for the use of facilities owned by and services furnished by Fort Pierce Utilities Authority, Fort Pierce, Florida, in accordance with the charter of the City of Fort Pierce, Florida, Article XII; addressing advanced metering infrastructure opt-out fees; and providing for an effective date hereof.

A motion was made by Mayor Hudson, seconded by Ms. Bennett and unanimously carried to approve Resolution UA 2022-17.

ITEM J: DIRECTOR

Mr. Cisneros said first of all, congratulations to Dr. Bennett on her reappointment to the FPUA Board. It was unanimously approved at the September 6th City Commission meeting so congratulations! At the next board meeting, which is the first meeting of the budget year, we will have the ceremonial passing of the gavel from Mr. Chairman Fee to Madam Chair Gibbons. Just a reminder.

Chairman Fee said we'll see who is the happier between the two of us.

Mr. Cisneros said it's been a pretty interesting year, Mr. Chairman. Great job this year!

Chairman Fee said I noticed the PCA and just passing on that problem to her. I appreciate that.

Mr. Cisneros said starting October 3rd FPUA will resume normal operations for accounts that are more than two months in arrears per our policy. We will continue to work with our customers on special payment arrangements and budget billings so we can get them through these tough times. Just wanted to give you reminder and I have some more information about that in just a second. We're tentatively looking at February 28th of 2023 for our Strategic Planning Session. I've had discussions with several of the board members and I'll make sure to follow up with them. I've developed a list that I will send to the leadership team at FPUA and then make sure we get that list to the board by the end of the week. And of course, if there's any additional items that

you would like to add we can add them to the agenda. Still working on that list, but I will make sure to send that to you by the end of the week.

Mayor Hudson asked would you repeat those dates for me please?

Mr. Cisneros said February 28th. FMPA is having their strategic planning meeting February 12th or 14th. One of those days and it's important for us to see what they are doing in their strategic planning because some of that does play into our strategic planning as well and that's why we're looking at February. It also gives us time to do some of the analytics that we need to do for some of the items that I've discussed with the board members. Mrs. Bennett, I don't think I've talked to you about it and Mr. Lammers I don't know if I've talked to you about it. I will make sure to follow up with all board members.

As mentioned earlier, we will have all permits approved. The permit will be before the City Commission for the relocation of the wastewater plant. Hopefully, we'll be turning dirt a few months earlier than expected. That will be pretty exciting for us as a community. We're reviewing the draft of the 60% plans this week. Again, great progress on the relocation of the wastewater plant.

Quick overall update on grants. Today the agenda included in the Contract Under Section \$50,000 it didn't have a dollar amount, but I'd like to highlight that. It included about a \$1-million-dollar approval of grants for sewer lining and staff time related to the seagrass restoration. We will make sure to highlight that later next month.

Since the last board meeting our sustainability group and staff have submitted \$30 million dollars in grant requests to federal and state agencies for relocation of the wastewater plant. That's a pretty big milestone. They also submitted a notice of interest today to identify sections of the project for the WRF what parts of the project that may be -- may be able to get funded through FEMA. That's pretty exciting. We also are submitting an additional \$3 million grant for a new lift station on the island as the wastewater plant comes off-line we have to have something to pump it back over/under the river to the mainland. That will come in the coming weeks. Most likely the second meeting in October the sustainability group will provide a good summary for the board on grants.

On the communication side staff has hosted two energy water saving workshops alongside UF and IFIS, in Fort Pierce. One was at the Finn Center and the other was at the Zora Hurston Library. We have two more scheduled for October. One will be at the UP Facility and the other will be at the Lincoln Incubate Neighborhood Center. So, we'll have two more of those sessions.

Just a quick update on the October rate increases. This is phase two. We did send an insert in September and we are also sending one in October. It was also discussed at coffee with the mayor last week and we'll be sending out an e-mail to our customers tomorrow morning as a reminder. We've been trying to be as proactive as possible with giving them notice. We do have a couple of

pretty good opportunities for our customers. We do have how do you read your bill? That will be at the Lunch and Learn with the City of Ft. Pierce public works group. That's on Saturday, October 1st. And we'll also have a relocating the wastewater plant presentation at the Manatee Center Lunch and Learn on Friday, October 14th.

That's all I have for the Board today Mr. Chairman.

ITEM K: ATTORNEY

Just briefly, when it's my turn there's really nothing to discuss at this time. I don't want the board to think that I don't do anything. They like to call really early, it wakes me up sometimes which is fine, it's just funny. I'm on the phone an average of probably an hour and a half, two hours every morning with engineers and other members of the UA discussing matters. I get calls off and on throughout the day about different matters related to business. Brandy Crawford and Elba Cendejas -- two employees that work in purchasing have been assigned to help me with annexations and easements. You couldn't pick two better girls to do that. Brandy and Elba, we are turning out annexations it's amazing how many are coming through right now and also lots of easements. That's just another thing that we do. Like all the contracts in the agenda packet I have to go through and read those and approve those. And then, of course, there's special projects that I'm involved in. Just because I don't say anything when you call on me at the meeting it's kind of the way I've done it for 25 years. I just don't have much to say at the meeting. It doesn't mean I'm not doing anything. One other point, I just wanted to say sometimes I comment now on the items in the agenda packet. I'm not a board member. If you would rather I not say anything in relation to that, I understand that. I just need some guidance from you as to whether or not I should be quiet or if it's okay for me to make comments at times.

Chairman Fee said I appreciate your comments and observations. I think they are beneficial to myself and I hope to the Board as well.

Mayor Hudson said I think if you talk to us a lot that might mean we're in more trouble.

Chairman Fee said that's true. That's really never a good idea to get a call from the attorney.

ITEM L: COMMENTS FROM BOARD MEMBERS

Mayor Hudson said I have a few. So, Doctor Bennett should also be congratulated because she is the St. Lucie County School District Civics Teacher of the Year, right?

Ms. Bennett said Social Studies.

Mayor Hudson said Social Studies, sorry. It's been a long time since I've been in the academic world. Congratulations!

Ms. Bennett said thank you.

Mayor Hudson said this is the third time you've been nominated and we hope you get statewide this time. I want to talk about JC Park build which is October 11th through 16th. I hope everybody signed up to volunteer. They will need 2200 volunteers. This is going to be a huge event. It's going to be the place to be and you volunteer for shifts. You can go online at jcparkkidsparkcommunitybuild.com and you can sign up for slots. I think they're for four-hour slots. You will get food and water. If you can't -- if you are not a skilled carpenter, they still have a job for you. That will be me.

Also, the City of Ft. Pierce had set aside \$125,000 American Rescue Plan dollars to help with utility assistance and they were shut down in an hour. Because they had a number of applicants to use up that money. However, what happened was people were applying from Fort Lauderdale, Orlando, and Cape Canaveral and so they are going to have to go through what they have now. They probably will be opening it back up. They were slammed and I guess people read the press release from far and wide and decided they would try their hand in Ft. Pierce for some utility assistance. If someone didn't make that time period, I think there's hope that they it will be able to apply because I think a lot of the people that applied are not eligible.

Chairman Fee asked any other comments from the board. Mrs. Gibbons?

Mrs. Gibbons said I saw that on the news this morning. When did it open up?

Mayor Hudson said Monday at 8:00 and closed at 9:05. That's amazing.

Mrs. Gibbons said thank you for -- I'm sure you championed that for our community there. A few things we were talking about how our public is going to be notified about the rate increase. I'm assuming we will also have a Facebook post and whatever else.

Mr. Cisneros said yes, I think we have a plan. I can follow up with you tomorrow and what that looks like.

Mrs. Gibbons said then we had Mr. Broderick in here talking about the -- that they approved the strategic planning; but I couldn't quite follow, obviously we couldn't ask questions, really. What exactly are we missing and do we have our permit now?

Mr. Cisneros said no. It has to go before the City Commission and I think what they were looking at is some kind of landscape plan. I can follow up with you. Bo and I were talking about that earlier today. He was out so he wasn't able to attend the planning board meeting. We'll make sure that

we're attending that meeting in the future if we need to. It doesn't sound like we need to. It sounds like it will go to City Commission for approval with the landscape plan being some sort of a subsequent item that needs to be approved. There're some areas that you know, we will look at closely because you know we partner with FMPA who is next door to the site. Not necessarily a good idea to put landscaping between the sites that we both own. We'll make sure we look at it and try to keep moving forward. It will be going to the City Commission for approval.

Mayor Hudson said I watched the planning board meeting and I think there was some -- they didn't understand about -- there was much discussion -- the main thing they wanted was we don't want FPUA to not have to do something that every other applicant has to do and every other applicant has to do some sort of landscaping. I think that's where they were going with that.

Chairman Fee asked any other comments? We are adjourned.

ITEM M: ADJOURN

There being no further business, the meeting was adjourned at 5:10pm.

ATTEST:

SECRETARY

CHAIRMAN

Note: These minutes are not verbatim, only important issues and motions are reproduced in writing for the benefit of the Fort Pierce Utilities Authority and Board Members. The recording itself is the official record for the meeting.

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



Board Submission Form

10/11/2022

Department: 32 - Information Technology Svcs

Board Meeting Date: 10/18/2022

Item Type: Consent Agenda

Subject: VMWARE MAINTENANCE RENEWAL 3-YEARS

Recommendation:

Approve the purchase of the VMware maintenance renewal in the total amount of \$62,059.18 from Dell Marketing L.P., of Round Rock, Texas, under Florida State Contract No. 43211500-WSCA-15-ACS and WSCA-NASPO Master Agreement MNWNC-101. This includes three years of maintenance and support from the issuing date of the license keys.

Reviewed By Attorney: NA (FPUA Standard Contract)

Funds Available From: No Funds Needed X Budgeted Contingency

Approvals:

System Director:	<u>RETFERFORD, DANIEL PAUL</u>	<u>Sep 20 2022</u>	<u>3:09PM</u>
Director of Finance:	<u>MIKA, BARBARA A.</u>	<u>Sep 21 2022</u>	<u>4:29PM</u>
Director of Utilities:	<u>CISNEROS, JAVIER</u>	<u>Sep 23 2022</u>	<u>2:49PM</u>



Memorandum

TO: Javier Cisneros, P.E., Director of Utilities
THROUGH: Daniel Paul Retherford, Director of Util Support Svcs.
FROM: Thomas A. Fryar, I T Services Manager
DATE: October 13, 2022
SUBJECT: **VMWARE MAINTENANCE RENEWAL 3-YEARS**
PRESENTER(S): Tom Fryar

RECOMMENDATION:

Approve the purchase of the VMware maintenance renewal in the total amount of \$62,059.18 from Dell Marketing L.P., of Round Rock, Texas, under Florida State Contract No. 43211500-WSCA-15-ACS and WSCA-NASPO Master Agreement MNWNC-101. This includes three years of maintenance and support from the issuing date of the license keys.

SUMMARY/SUPPORTING INFORMATION

VMware suite of products manages the virtual server system used in FPUA's day-to-day business operations allowing for high availability and better performance. This necessary upgrade will allow for the further expansion of the virtualization process, reduce administrative time, decrease costs, increase high availability, and allow for better disaster recovery. The software upgrade will continue to improve and enhance FPUA operations for both customers and staff.

ALTERNATIVES (IF ANY):

Continue utilizing the current application with its current limitations and abilities. This option is not recommended due to the higher administrative cost in maintaining operations, the loss of potential cost savings, and lack of support that could hinder disaster recovery.

ATTACHMENTS:



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000129892806.1	Sales Rep	Timothy Mendoza
Total	\$62,059.18	Phone	(800) 456-3355, 6180265
Customer #	6208271	Email	Timothy_Mendoza@Dell.com
Quoted On	Aug. 24, 2022	Billing To	TAMMY MALIN
Expires by	Oct. 14, 2022		FORT PIERCE UTILITIES
Contract Name	Dell NASPO Computer		AUTHORIT
	Equipment PA - Florida		PO BOX 3191
Contract Code	C000000010853		FORT PIERCE, FL 34948-3191
Customer Agreement #	MNWNC-108 / 43211500- WSCA-15-ACS		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Timothy Mendoza

Additional Comments Start Date 10/14/2022 End Date: 10/13/2025 Contract #: 310262873 EA: 11307894

Start Date: 10/14/2022 End Date: 10/13/2023 Contract #: 310262873 EA: 113078094

Shipping Group

Shipping To	Shipping Method
RECEIVING DEPT FORT PIERCE UTILITIES AUTHORIT 206 S 6TH ST INFORMATION SYSTEMS FORT PIERCE, FL 34950 (561) 466-1600	Standard Delivery

Product	Unit Price	Quantity	Subtotal
VLA VMW PROD SNS FOR VSPHERE 7 ENT PLUS FOR 1 PROC	\$2,262.05	24	\$54,289.20
VLA VMW PROD SNS VCENTER SERVER 7 STD FOR VSPHERE 7 PER INSTANCE	\$3,884.99	2	\$7,769.98

Start Date 10/14/2022 End Date: 10/13/2025

Subtotal:	\$62,059.18
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$62,059.18
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$62,059.18
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Shipping Group Details

Shipping To	Shipping Method
RECEIVING DEPT FORT PIERCE UTILITIES AUTHORIT 206 S 6TH ST INFORMATION SYSTEMS FORT PIERCE, FL 34950 (561) 466-1600	Standard Delivery

	Quantity	Subtotal
VLA VMW PROD SNS FOR VSPHERE 7 ENT PLUS FOR 1 PROC	24	\$54,289.20
Estimated delivery if purchased today: Oct. 14, 2022 Contract # C000000010853 Customer Agreement # MNWNC-108 / 43211500-WSCA-15-ACS		

Description	SKU	Unit Price	Quantity	Subtotal
VLA VMW PROD SNS FOR VSPHERE 7 ENT PLUS FOR 1 PROC	AB586070	-	24	-

	Quantity	Subtotal
VLA VMW PROD SNS VCENTER SERVER 7 STD FOR VSPHERE 7 PER INSTANCE	2	\$7,769.98

Estimated delivery if purchased today:
Oct. 14, 2022
Contract # C000000010853
Customer Agreement # MNWNC-108 / 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Quantity	Subtotal
VLA VMW PROD SNS VCENTER SERVER 7 STD FOR VSPHERE 7 PER INSTANCE	AB578669	-	2	-

Subtotal:	\$62,059.18
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$62,059.18

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



Board Submission Form

10/12/2022

Department: 56 - Electric & Gas Engineering

Board Meeting Date: 10/18/2022

Item Type: Consent Agenda

Subject: Specific Authorization SA 56-LE-23-01 Electric System Planning Study

Recommendation:

POA No. 20-10: Approve 1) Budget Transfer Request in the amount of \$52,000, and 2) Specific Authorization No. SA-LE-56-23-01, for the Electric System Planning Study, with Leidos Engineering, LLC, of Reston, Virginia, in an amount not to exceed \$51,000. The initial term of this contract will commence upon written Notice to Proceed and end upon final completion and written acceptance by FPUA, contingent on receipt of the required Certificate(s) of Insurance.

Reviewed By Attorney: NA (FPUA Standard Contract)

Funds Available From: No Funds Needed X Budgeted Contingency

Approvals:

System Director: CRAWFORD, WILBURN L. (Delegate) Oct 11 2022 2:03PM

Director of Finance: MIKA, BARBARA A. Oct 11 2022 2:27PM

Director of Utilities: CISNEROS, JAVIER Oct 12 2022 2:06PM



Memorandum

TO: Javier Cisneros, P.E., Director of Utilities

THROUGH: Craig A. Crawford, Director of Elec & Gas Systems

FROM: Eric D. Meyer, Supervising Engineer

DATE: October 13, 2022

SUBJECT: **Specific Authorization SA 56-LE-23-01 Electric System Planning Study**

PRESENTER(S): Eric Meyer

RECOMMENDATION:

POA No. 20-10: Approve 1) Budget Transfer Request in the amount of \$52,000, and 2) Specific Authorization No. SA-LE-56-23-01, for the Electric System Planning Study, with Leidos Engineering, LLC, of Reston, Virginia, in an amount not to exceed \$51,000. The initial term of this contract will commence upon written Notice to Proceed and end upon final completion and written acceptance by FPUA, contingent on receipt of the required Certificate(s) of Insurance.

SUMMARY/SUPPORTING INFORMATION

An Electric System Planning Study is a project to review, on an approximate 5-year cycle, the entire FPUA distribution network to determine both a Five-Year Capital Improvements Plan and a Ten-Year Preferred Expansion Plan. The goal with both of these plans is to forecast load growth on FPUA's distribution network and identify areas of the system where upgrades may be needed (e.g., upsizing existing overhead wires).

The particular focus with this project will be not only on load growth but key factors on the network. These key factors of the load growth will be analyzed with FPUA's net metering penetration (e.g., customers with renewable generation like solar panels) and the increase in popularity from Electric Vehicles and their impact on the system (e.g., possible spots for commercially-available charging stations and residential load increases from home-based charging stations). Also, the analysis they provide from these plans will

include the need for a new substation should load growth anticipate this.

FPUA will utilize this information to begin constructing the upgrades (if any identified from the plans) and using this vendor's knowledge on system forecasting, FPUA will be able to prepare for possible large load increases from the Electric Vehicle infrastructure, as well as anticipate customer-owned renewable generation in Fort Pierce.

ALTERNATIVES (IF ANY):

Do not approve this specific authorization and perform the system planning in-house. This is not recommended as the Five-Year Capital Improvements Plan and Ten-Year Preferred Expansion Plans incorporate the use of Electric Vehicle and Solar Generation professional experience that in-house staff do not have the expertise on. Their knowledge on these two factors will greatly enhance the final plan for FPUA's use.

ATTACHMENTS:

SA 56-LE-23-01(Board Ready)

**SPECIFIC AUTHORIZATION
FOR
PROFESSIONAL ENGINEERING**

No. SA 56-LE-23-01

Pursuant to the Consultant's Competitive Negotiation Act, 287.055 Florida Statutes:

- (i) This Contract shall not apply to, and a Specific Authorization under this Contract shall not be used for, any project with an estimated cost exceeding the amount(s) permitted by statute: currently \$4 million for design-build construction projects, and \$500,000 for a study or planning activity;**
- (ii) For any Specific Authorization with a lump-sum or cost-plus-a-fixed-fee over the amount proscribed by statute, currently \$195,000, the Firm shall provide a signed copy of the Truth-In-Negotiation Certificate included as an attachment hereto.**

Pursuant to the provisions contained in the Continuing Contract for Professional Engineering Services (the Services) dated July 1, 2020 (the Contract) between Fort Pierce Utilities Authority (FPUA) and Leidos Engineering, LLC (Firm), this Specific Authorization authorizes the Firm to provide the Services under the terms and conditions set forth herein and, in the Contract, the terms of which are incorporated here by reference.

Section 1 – Specific Authorization Project

FPUA desires the Firm to perform Services an Electric System Planning Study, hereinafter referred to as “the Project.”

Firm shall be defined as an individual, corporation, or contractor having a direct contract with FPUA in the performance of the work contracted for under the terms of this Contract.

An individual, corporation, or contractor performing construction work on behalf of FPUA under a contract shall be hereinafter known as the “Contractor(s).”

Section 2 - Scope of Work

Firm will provide the following Services in accordance with applicable section(s) of the Contract:

Task 1 - Data Collection

- To prepare for the project Kickoff meeting and accomplish the development of the Electric System Planning Study, FPUA will provide copies of the following data in electronic format where possible:
- Up-to-date Milsoft Utility Solutions, Inc. WindMil® model
- Up-to-date Esri® geodatabase including net metering locations; line conductor types and sizes; phasing; distribution transformer,

regulator, and capacitor locations and sizes; and protection device locations and types

- Locations and available power output ratings (kW and kVAR) of known existing or forecasted areas likely to adopt distributed energy resources (DER) and electric vehicles (EV) for residential use
- Locations and available power output ratings (kW) of known existing or forecasted areas likely to adopt utility scale DERs, public or private EV charging hubs, and fleet EV charging stations
- Existing utility rates or programs pertaining to the adoption of DERs and EVs
- Historical adoption rates (year-over-year) and current adoption of DERs and EVs
- Results of recent field investigations concerning voltage, current and phase balance, information on power factor of the system, and distinct areas of the system
- Pertinent data relating to existing and planned sources of power and delivery point locations
- Existing contingency plans for N-1 scenarios
- Historical and projected system peak loads
- Historical peak load data for the substation power transformers and breakers for the past five years including kW and, where available, kVAR loads at peak
- Cost summaries for recent construction of various types of facilities in the existing electric system and other records of operations on which cost estimates may be based
- Customer billing files for the most recent system peak as available
- Metered demand for large customers during the summer and winter system peak months
- Other pertinent data related to the services to be performed by the Firm

Firm may request additional data and/or applicable assumptions throughout the course of the Project, to finalize the analysis, cost estimates, and resultant report.

Task 2 - Kickoff Meeting (Microsoft® (MS) TEAMS)

Firm will meet with FPUA via a MS TEAMS teleconference call. Personnel of the Firm who are local to FPUA's service area may attend this meeting in person at FPUA offices per FPUA's request. The items listed below are to be addressed at the Kickoff meeting:

- Basic financial assumptions
- Basic planning and operating criteria
- Basic design guidelines
- Load forecast and growth areas
- Areas susceptible for increased DER and/or EV penetration
- Substation and feeder load allocation
- Economic conductor selection
- Current and future industrial criteria
- Current and future industrial loads
- Preparation of the engineering model for the distribution system analysis
- FPUA and the Firm responsibilities and schedule

Following the meeting, the Firm will review data received for adequacy and will then request additional data as needed to effectively perform the Electric System Planning Study.

Task 3 - Prepare Load Forecast

The projected system load provided by FPUA in Task 1 will be proportionately allocated to the existing substations and feeders by the Firm based on historical load growth and load growth potential. Relative growth factors will be jointly developed by FPUA and the Firm to provide a sense of how substation and feeder loads are projected to grow relative to each other. Adoption rates for DER and EV will be incorporated in the forecast after factoring in existing locations. The Firm will provide this forecast to FPUA for review and approval or revision. Upon approval of the load forecast, the Firm will proceed with the next task of the Project.

The load forecast will be based on exact loads assigned to a specific load level versus a specific year. This approach is recommended to avoid the impression that facilities need to be constructed for a specific year since

loads may develop more quickly or more slowly than anticipated. If the actual load develops as projected in the load forecast, the year given will match the load level.

Task 4 - Preparation of a Distribution System Model

The Firm will use the WindMil model to perform the analysis. The Firm will prepare load models for the milestone load levels including the existing system, five-year, and 10-year planning horizons. Load allocation of each load level will be placed onto the distribution system based on the billing load provided as well as the load growth and DER/EV adoption rates as approved as part of **Task 3**. Should billing loads not be available, input to the model may be allocated by service transformer kVA, except for commercial and industrial customers whose loads may be allocated based on recorded demand values. Based on the load allocation, the Firm will prepare for load flow analysis required for the Electric System Planning Study.

Task 5 - Analysis of Existing Distribution System

- System growth patterns by substation area and feeder
- Distribution and substation capacity relative to the existing summer peak load
- Distribution and substation capacity relative to the projected five-year and 10-year peak loads
- System performance

Task 6 – Development of System Improvements (MS Teams)

The Firm will meet with FPUA's staff via a MS TEAMS call and conduct a meeting to establish construction alternatives to correct potential system deficiencies for the 10-year expansion plan and the five-year construction program. Personnel of the Firm who are local to FPUA's service area may attend this meeting at FPUA offices per FPUA's request.

FPUA and the Firm will review and discuss the proposed system expansion plan, make changes as necessary, agree on the 10-year expansion plan, and determine whether additional engineering and economic analyses are required. The preferred expansion plan will be used to prepare the five-year construction program.

Task 7 – Preparation of the Five-Year Construction Program

A detailed five-year construction program will be developed by the Firm. The construction program will identify the cost of needed improvements relative to substation and distribution facilities by year. The year will be related to load levels to improve the usefulness of the construction program.

The construction program will identify:

- New distribution construction
- Voltage conversion and line changes to existing distribution circuits
- New substations, delivery points, or changes to existing substation and metering points
- Miscellaneous distribution equipment required to improve system deficiencies and meet operating standards
- Other items as identified

The Firm will prepare a summary of the recommendations for FPUA input during the development of the proposed five-year construction program. The Firm will prepare a draft of the Required Construction Items for review by FPUA.

Task 8 – Preparation of Electric System Planning

The Required Construction Items will be used in the Electric System Planning Study document. The Firm will prepare the remaining document sections, which will include:

- Executive summary
- Planning criteria and assumptions
- Existing system analysis
- Long range expansion plans options analysis
- Preferred expansion plan
- Five-year construction plan
- Appendices applicable to the formation of the recommendations

The Firm will provide FPUA with a digital copy of the Draft Electric System Planning Study. After review by FPUA's staff, the Firm will prepare and deliver a digital copy of the Final Electric System Planning Study.

Optional Services

Geographic Information System (GIS) Map Development. The Firm has assumed that screenshots of the engineering model will suffice when detailing system improvements as part of the expansion plan. Esri maps can be developed in lieu of these screenshots for an additional cost described in **Section 7** of this SA.

Additional Services

Additional services can be provided subject to a mutually agreeable adjustment to the Scope of Services, schedule, and fee as requested in writing by FPUA. Additional services may include, but are not limited to:

- Refined EV locational forecasting with Integral Analytics' LoadSEER
- Onsite meetings
- Present worth cost analysis
- Short-circuit analysis
- Protection coordination
- Arc flash analysis
- Additional professionally bound hard copies of the Five-Year Electric System Planning Study (one electronic copy is included and 10 professionally bound hard copies are an optional addition for \$1,000)

Section 3 – Location

The Services to be performed by Firm shall be on the following site or sites: 1701 South 37th Street, Fort Pierce, Florida 34947 and/or the Firm's office(s).

Section 4 – Project Reference

FPUA desires Firm to perform the Services that shall be referred to as: Electric Systems Planning Study.

Section 5 – Deliverables

Firm will provide the following Deliverables to FPUA: Final report with summary for each task identified in Section 2 – Scope of Work and updated Milsoft Windmil models of the distribution system.

Section 6 - Time of Performance – Project Schedule

This Specific Authorization shall commence upon written Notice to Proceed. Firm and FPUA agree to the following proposed schedule: 120 Business Days from Notice to Proceed.

Section 7 - Method and Amount of Compensation

Firm shall be paid by FPUA in accordance with the Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes and in accordance with the payment method as set forth in section 6 of the Contract. The calculations shall begin using the date the invoice was received.

Total Project Cost: \$51,000.00 (fifty-one thousand dollars and no cents), in accordance with the terms contained in the Contract.

Assumptions

The Firm formed the following assumptions during the formation of this Scope of Services and cost estimate:

- Firm assumes that FPUA can provide the data stipulated in the data request to be provided prior to the Kickoff meeting. The Firm can work with FPUA to make assumptions for missing or incomplete data. If the Firm must expend additional manhours to fill data gaps due to incomplete data sets, a fee increase may be required.
- Existing Milsoft WindMil model provided by FPUA is current and accurate at the most recent system peak with no field data collection needed. Maps and one-lines associated with the substation and distribution systems are assumed to agree with the Milsoft WindMil distribution system model and represent current conditions. Changes to the system configuration in the one-lines, maps, and Milsoft WindMil model are not included within the scope of work but can be provided as additional services.
- Proposed price assumes meetings between FPUA and the Firm will be virtual. Onsite meetings can be provided as additional services.

Section 8 – Responsibilities

Firm shall, under no circumstance, look to FPUA to provide any labor or equipment for Firm. Firm shall provide all of the labor and equipment necessary to perform the job or Services contracted for at the expense of Firm. Property of any kind that may be on the premises, which are the site of the performance of this Contract, during the performance of this Specific Authorization, shall be at the sole risk of Firm.

8.1 FPUA hereby designates Eric Meyer, P.E as FPUA's Designated Representative pursuant to Section 5 of the Contract.

8.2 In addition to applicable provisions of Section 3 of the Contract, FPUA will provide the following deliverables to Firm: N/A

8.3 Firm acknowledges and understands that it is an independent contractor in its relationship with FPUA. Firm hereby designates Thomas McCollum, P.E. as Firm's Designated Representative pursuant to Section 1 of the Contract.

Section 9 – Insurance

Firm shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Firm and conforming to the minimum requirements set forth in the Contract. All requirements of this section shall be approved by FPUA.

FPUA is requiring Firm provide additional coverage in the amount(s) specified below:

Automobile Liability: \$N/A

Commercial General Liability: \$ N/A (Project Specific)

Professional Liability: \$ N/A

Property Insurance: \$ N/A

Section 10 – Commencement and Term

Firm shall commence upon written Notice to Proceed and end final completion of the work and written acceptance by FPUA.

Section 11 – Level of Service

FPUA shall have the right to terminate said Authorization by giving Firm thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. FPUA will determine in its sole judgment what constitutes a satisfactory level of service.

Section 12 - Other Provisions

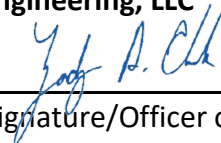
All applicable portions of the Contract not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

[signatures are on the following page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year set forth below.

Signed, sealed and delivered in the presence of:

Leidos Engineering, LLC

BY: 

Signature/Officer of Firm (Manual)

Zachary Cheek

Name (Typed or Printed)

TITLE: Contract Manager

ATTEST:

FORT PIERCE UTILITIES AUTHORITY

Secretary
(FPUA Seal)

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: 
Fort Pierce Utilities Authority Attorney

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



Board Submission Form

10/12/2022

Department: 62 - Water Resources

Board Meeting Date: 10/18/2022

Item Type: Consent, Contract Agreement

Subject: Three Million Gallon Ground Storage Tank Rehabilitation

Recommendation:

POA 23-02: Approve the sole source Contract for the rehabilitation of the three-million gallon ground storage tank at the Water Treatment Plant with CROM LLC, dba CROM Coatings and Restorations, of Gainesville, Florida, in the amount not to exceed \$151,159.20. The Contract will commence upon written notice to proceed and end on work completion and acceptance by FPUA, contingent of receiving the required Certificate(s) of Insurance.

Reviewed By Attorney: NA (FPUA Standard Contract)

Funds Available From: No Funds Needed X Budgeted Contingency

Approvals:

System Director: _____

Director of Finance: MIKA, BARBARA A. Oct 11 2022 2:15PM

Director of Utilities: CISNEROS, JAVIER Oct 12 2022 2:08PM



Memorandum

TO: Javier Cisneros, P.E., Director of Utilities

THROUGH: Bowdoin G. Hutchinson, P.E., Director of W/WW Systems

FROM: Brian Keith Stephens, Ww Superintendent

DATE: October 13, 2022

SUBJECT: **Three Million Gallon Ground Storage Tank Rehabilitation**

PRESENTER(S): Keith Stephens

RECOMMENDATION:

POA 23-02: Approve the sole source Contract for the rehabilitation of the three-million gallon ground storage tank at the Water Treatment Plant with CROM LLC, dba CROM Coatings and Restorations, of Gainesville, Florida, in the amount not to exceed \$151,159.20. The Contract will commence upon written notice to proceed and end on work completion and acceptance by FPUA, contingent of receiving the required Certificate(s) of Insurance.

SUMMARY/SUPPORTING INFORMATION

The 3 million gallon water storage tank at the Water Treatment Plant is in need of repair and safety upgrades to remain serviceable. As the original manufacturer of all the FPUA Ground Storage Tanks, and due to the nature of their fabrication, FPUA recommends the use of CROM as a single source contractor to perform the necessary rehabilitation and crack repairs. CROM is the industry leader in the construction and maintenance of ground storage tanks and cement tanks. CROM has also successfully performed rehabilitation on other FPUA facilities and provides an excellent warranty, making them the logical choice to perform the work.

ALTERNATIVES (IF ANY):

Do not approve. This is not recommended as the 3 million gallon ground storage tank is vital in maintaining the reliability of the water system for FPUA customers.

ATTACHMENTS:

FPUA Contract (Board Ready)

FORT PIERCE UTILITIES AUTHORITY
CONTRACT FOR
THREE MILLION GALLON STORAGE TANK REHABILITATION
POA NO. 23-02

Contract is made between **Fort Pierce Utilities Authority (FPUA)** and **CROM, LLC dba CROM Coatings and Restoration**, of the City of Gainesville, State of Florida, hereinafter referred to as Contractor.

The parties to this Contract in consideration of the mutual covenants and stipulations set out herein agree as follows:

Section 1

Contractor shall be defined as an individual, firm, or corporation having a direct contract with FPUA or with any other subcontractor in the performance of a part of the work contracted for under the terms of Contractor's direct contract with FPUA.

Section 2

Contractor is hereby contracted with to perform the following services: Rehabilitation of the 3 Million Gallon Ground Storage Tank in accordance with Contractor's proposal no.20220394 (Attachment B) appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Contract. In the event of a conflict between the terms of this Contract and the terms and conditions of any proposal, quote, statement of work, or purchase order provided by Contractor the terms of this Contract shall take precedence and control.

Section 3

The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: FPUA Water Treatment Plant located at 715 South 25th Street Fort Pierce, FL 34947.

Section 4

The job upon which Contractor is to perform the services shall be referred to as the Three Million Gallon Storage Tank Rehab, 23-02 job.

Section 5

Contractor shall be paid by FPUA in the following manner: per job and in accordance with the Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes. The calculations shall begin using the date the invoice was received. Invoices should be sent to AP@FPUA.com or may be mailed to FPUA Attn: Accounts Payable, PO Box 3191, Fort Pierce, Florida 34948-3191.

Total job price: not to exceed \$151,159.20 (one hundred fifty-one thousand one hundred fifty-nine dollars and twenty cents) on the terms contained in the Contractor's proposal for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Contract.

Section 6

Contractor shall, under no circumstances, look to FPUA to provide any labor or equipment for Contractor. Contractor shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Contractor. Property of any kind that may be on the premises, which are the site of the performance of this Contract, during the performance of this Contract, shall be at the sole risk of Contractor.

Section 7

Contractor shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Contractor and conforming to the minimum requirements set forth in Attachment A. All requirements of this section shall be approved by FPUA.

Section 8

This instrument contains the entire agreement between the parties and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

Section 9

This Contract shall commence on written Notice to Proceed and end on final completion of the work and acceptance by FPUA. This Contract will remain in effect in the event of a natural disaster, pandemic or other emergency event(s).

Section 10

Contractor acknowledges and understands that he is an independent contractor in his relationship to FPUA.

Section 11

This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrator, assignees and successors of the respective parties.

Section 12

FPUA shall have the right to terminate said Contract by giving Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. FPUA will determine in its sole judgment what constitutes a satisfactory level of service.

FPUA may terminate this Contract in accordance with the following terms and conditions:

- A. **Termination for Convenience.** FPUA may, when in the interests of FPUA, terminate performance under this Contract by Contractor, in whole or in part, for the convenience of FPUA. FPUA shall give written notice of such termination to Contractor specifying when termination becomes effective. Contractor shall incur no further obligation in connection with the work so terminated, other than warranties and guarantees for completed work, and Contractor shall stop work when such termination becomes effective. Contractor shall also terminate outstanding orders and subcontracts for the affected work. Contractor shall settle

the liabilities and claims arising out of the termination of subcontracts and orders. FPUA may direct Contractor to assign Contractor's rights, title and interest under termination orders or subcontracts to FPUA or its designee. Contractor shall transfer title and deliver to FPUA such completed or partially completed work and materials, equipment, parts, fixtures, information and contract rights as Contractor has in their possession or control. When terminated for convenience, Contractor shall be compensated as follows:

- i. Contractor shall submit a termination claim to FPUA specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by FPUA. If Contractor fails to file a termination claim within one (1) year from the effective date of termination, FPUA shall pay Contractor an amount derived in accordance with subsection (iii) below:
- ii. FPUA and Contractor may agree to the compensation, if any, due to Contractor hereunder;
- iii. Absent agreement to the amount due to Contractor, FPUA shall pay Contractor the following amounts:
 - a) Contract costs for labor, materials, equipment and other services accepted to FPUA's satisfaction under this Contract;
 - b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating Contractor's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and
 - c) Reasonable costs of settling and paying claims arising out of the termination of subcontractors or order pursuant to subsection A of this section (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and Contractor shall be limited by FPUA's right to direct the replacement of subcontractors under section 12.A.

The total sum to be paid Contractor under this subsection A shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- B. Termination for Cause.** If Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligation for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then FPUA, in addition to any other rights it may have against Contractor or others, may immediately terminate the performance of Contractor, in whole or in part at FPUA's sole option, and assume possession of the Project Site and all materials and equipment at the site and may complete the work.

In such case, Contractor shall not be paid further until the work is complete. After completion has been achieved, if any portion of the contract price, as it may be modified hereunder, remains after the cost to FPUA of completing the work, including all costs and expenses of every nature incurred, has been deducted by FPUA, such remainder shall belong to Contractor. Otherwise, Contractor shall pay and make whole FPUA for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of Contractor is terminated by FPUA for cause pursuant to this subsection B and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under subsection A and the provisions of subsection A shall apply.

- C. **Termination for Non-Appropriation.** FPUA may also terminate this Contract in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection A.
- D. FPUA's rights under this section shall be in addition to those contained elsewhere herein or provided by law.

Section 13

- A. **Indemnification.** Contractor shall indemnify and hold harmless FPUA and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or used by Contractor in the performance of this Contract.
- B. **Audit Rights.** In accordance with section 2-439 of the City of Fort Pierce Code of Ordinances, FPUA has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.
- C. **No Assignment or Third-Party Rights.** Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written approval of FPUA. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
- D. **Consequential Damages.** Neither party shall be liable to the other for any incidental, consequential, exemplary, special, or punitive damages, including lost profits, that may arise in connection with this Contract, regardless of the cause of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party was advised of the possibility of such damages in advance.
- E. **Choice of Law and Venue.** This Contract shall be construed in accordance with the laws of the State of Florida, without consideration of any conflict of law principles. Venue shall be in the federal or state courts in St. Lucie County.
- F. **E-Verify Required.** Pursuant to 448.095, Florida Statutes, FPUA and every Contractor and subcontractor entering into an agreement to provide labor, supplies or services to FPUA must

use the E-Verify system (www.e-verify.gov) to verify the work authorization status of any newly hired employees. If a Contractor subcontracts any of the labor or services for FPUA, the subcontractor must provide the Contractor with an affidavit stating that it does not employ, contract or subcontract with any person not authorized to work in the United States. The contractor must keep a copy of the affidavit on file for the duration of the contract. If FPUA or any Contractor or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly employed, hired, or recruited an unauthorized alien for public or private employment, it must terminate the contract with that person or entity. Pursuant to 448.095 a contract terminated under this provision is not a breach of contract.

- G. **Scrutinized Companies List.** Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (1) for any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel; (2) for \$1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473; or (3) is engaged in business operations in Cuba or Syria. By signing below Contractor certifies that it is not on any of the above referenced lists, is not engaged in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The company further acknowledges that FPUA may immediately terminate any contract if the company is found to have falsely certified that it is not on any of the foregoing lists, been placed on any of the foregoing lists, been engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria.

H. **Public Records.**

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 THE CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@FPUA.COM, (772) 466-1600, OR PO BOX 3191, FORT PIERCE, FL 34948-3191.

To the extent the Contract includes providing services and acting on behalf of a FPUA as provided under section 119.011(2), Florida Statutes, the Contractor agrees to comply with Florida Public Records Law, Chapter 119, Florida Statutes, and shall:

- 1) Keep and maintain public records required by FPUA to perform the service;
- 2) Upon request from FPUA's custodian of public records, provide FPUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law;
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to FPUA;
- 4) Upon completion of the Contract, transfer, at no cost to FPUA, all public records in possession of the company or keep and maintain public records required by FPUA to perform

the service. If all public records are transferred to FPUA upon completion of the contract Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor maintains public records upon completion of the contract, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FPUA upon request in a format compatible with FPUA's information technology systems.


- I. **Trade Secret or Confidential Material.** In accordance with Florida Statutes, including 119.01 (Public Records) and 815.045 (Trade Secret Information), if Contractor considers any information related to this Contract or the services to be provided to FPUA thereunder to be a trade secret or confidential material under Florida or federal law(s), Contractor shall designate such portions of the material by clearly marking it CONFIDENTIAL or TRADE SECRET when it is submitted to FPUA (hereinafter the Confidential Material). If FPUA receives a public records request for the Confidential Material FPUA will provide only the materials not designated confidential or trade secret. If the requester of the information asserts a right to examine the Confidential Material FPUA will notify Contractor, and Contractor shall be responsible for responding to and resolving any claims for access to the Confidential Material. If FPUA is served with a request for discovery or order related to the Confidential Material, FPUA will promptly notify Contractor, and Contractor shall be responsible for filing the appropriate motion, objection, or seek an injunction to prevent disclosure of its Confidential Material. FPUA will provide the Confidential Material only if the Contractor fails to take appropriate action to protect the Confidential Material from disclosure within the timeframe(s) established by the applicable statute, rule or order. The Contractor agrees to protect, defend, and indemnify FPUA and its members and employees from all claims, fines or costs, including attorney's fees, arising from or relating to the designation of Confidential Material.

[signatures are on the following page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year set forth below.

Signed, sealed and delivered in the presence of:

**CROM, LLC DBA CROM COATINGS
AND RESTORATION**

BY: 
Signature/Officer of Firm (Manual)

Brett Bohannon

Name (Typed or Printed)

Regional Manager

TITLE: _____

DATE: 10/09/2022

ATTEST:

Secretary
(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: 
Fort Pierce Utilities Authority Attorney

ATTACHMENT A
REQUIRED LIMITS OF INSURANCE
FOR
FORT PIERCE UTILITIES AUTHORITY
TYPE III

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the Fort Pierce Utilities Authority (FPUA), the types and amounts of insurance conforming to the minimum requirements set forth herein.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Florida Workers Compensation Act. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against FPUA, and its members, officials, officers and employees.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$ 500,000	(Each Accident)
	\$ 500,000	(Disease-Each Employee)
	\$1,000,000	(Disease-Policy Limit)

Commercial General Liability - The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability policy. FPUA (and if required the project engineer) and its board members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors).

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without restrictive endorsements other than mandatory endorsements under an ISO filing.

Automobile Liability - Such insurance shall cover all owned, non-owned, and hired autos used in connection with the performance of the work, and shall not be subject to any aggregate limit.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$500,000
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Property Insurance - If the Contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Contractor shall provide Builder's Risk insurance or an Installation Floater. Such insurance shall be provided on an all risk basis. The minimum amount of insurance shall be 100% of the installed replacement value of the installation.

Professional Liability - If the Contract includes a requirement for professional liability insurance, such insurance shall be on a form acceptable to FPUA and shall cover the Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claims made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	\$1,000,000
	Project Specific

Miscellaneous Provisions - The insurance provided by Contractor shall apply on a primary and non-contributory basis to any insurance or self-insurance maintained by FPUA. Any insurance, or self-insurance, maintained by FPUA shall be excess of the insurance provided by Contractor.

The insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, FPUA may permit the application of a deductible or permit Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Contractor shall pay on behalf of FPUA or FPUA's board members, officials, officers and employees any deductible or self-insured retention applicable to a claim.

Compliance with these insurance requirements shall not limit the liability of Contractor or the remedies available to FPUA under this Agreement or otherwise. If Contractor obtains insurance with higher limits than the requirements herein, those higher limits shall apply.

Evidence of Insurance - Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to FPUA has been provided and approved by FPUA. **An appropriate Certificate of Insurance (identifying the project) signed by an authorized representative of the insurer(s), with copies of the actual additional insured endorsement and notice of cancellation endorsement as issued on the policies, shall be satisfactory evidence of insurance.** With respect to Property Insurance, Contractor shall provide a Certificate of Property Insurance form or other evidence satisfactory to FPUA.

Until such insurance is no longer required by this Agreement, Contractor shall provide FPUA with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. Contractor shall, within thirty (30) days of a written request from FPUA, provide FPUA with a certified copy of the policy or policies providing the coverage required herein. Contractor or its agent may redact or omit provisions of the policy that are not relevant to the insurance required herein.

Policies shall be endorsed to provide FPUA with 30 days' notice of cancellation.

Certificates of Insurance must be completed as follows:

Additional Insured:

Fort Pierce Utilities Authority (and if required the project engineer) and its board members, officials, officers and employees

Certificate Holder

Fort Pierce Utilities Authority

Attn: Risk Management

PO Box 3191

Fort Pierce FL 34948-3191

Certificates may be emailed to: risk@fpu.com

(Rev. 02/2019)

September 15, 2022
Revised October 5, 2022

PROPOSAL 20220394

**INTERIOR AND EXTERIOR REHABILITATION OF
3,000,000 GALLON STORAGE TANK
FORT PIERCE, FLORIDA**

CROM Coatings and Restorations, a Division of CROM, LLC ("CCR") proposes to provide labor and material for the rehabilitation of the prestressed concrete tank for **Fort Pierce Utilities Authority** ("Client"). All work will be completed in accordance with all applicable codes and standards including OSHA, AWWA, ACI and standard prestressed concrete tank design.

1. DRAWINGS, SPECIFICATIONS, AND OTHER REQUIRED DATA

The Client or a duly authorized representative, is responsible for providing CCR with a clear understanding of the project nature and scope as is reasonably known to the Client. The Client shall supply CCR with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, and designs, to allow CCR to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

Prior to starting work, CCR will request from Client data reasonably required for submittal purposes for the rehabilitation of the aforementioned storage tank including any available computations, detailed drawings, and specifications. If, in the opinion of CCR, adequate data is not available or is incomplete, Client will be informed and arrangements made for creation of needed data. CCR will not perform engineering studies or perform work requiring professional engineering duties but will assist Client in obtaining such services.

2. INSURANCE

CCR represents and warrants that it and its agents, staff and Consultants employed by it is and are protected by worker's compensation insurance and that CCR has such other coverages and policies as required in the FPUA Contract. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance CCR agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by CCR, its agents, staff and consultants employed by it. CCR shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. The Client agrees to defend, indemnify, and save CCR harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other consultants employed by Client. Any bond requirement(s) by Client will carry an additional cost unless the parties agree otherwise.

Provided, however, that regardless of whether any such obligations are based on a tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the FPUA under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract.

3. SERVICES TO BE FURNISHED BY CCR

CCR proposes to furnish all supervision, labor, material, and equipment required to complete the work, except as noted in Paragraph 4. The services to be furnished by CCR are specifically:

This scope of work is to be performed on the following tank:

- 3,000,000 Gallon Storage Tank
125'-0" ID x 23'-5" SWD
(CCR Job No. 1999-M-028)
 - a. Pressure wash the exterior wall and dome concrete surfaces at a minimum 3500 psi, removing dirt, oil, grease, and other contaminants from the substrate. Apply one stripe coat of Tnemec Series 156 to bridge hairline cracks followed by two coats of Tnemec Series 1026 @ 2-3 mils DFT per coat to exterior wall and dome concrete surfaces.
 - b. Clean and gelcoat the exterior hatch and center vent.
 - c. Rescreen four overflows and the center vent.
 - d. Provide and install handrail from hatch to and around the center vent back to the hatch.
 - e. Clean and recoat the interior inlet pipe by abrasive blasting, pressure washing, and adding two coats of Tnemec Series N140 Pota-Pox Plus.
 - f. Repair up to 35 SF of interior spalling on dome and two overflows by chipping away unsound concrete and patching back with an approved repair mortar.
 - g. Repair LLI.

4. MATERIALS AND SERVICES FURNISHED BY CLIENT OR OTHERS

It is understood that the following services shall be provided by others without expense to CCR:

- a. Client will grant or obtain free access to the site for all equipment and personnel necessary for CCR to perform the work set forth in this Proposal. The Client will notify any and all processors of the project site that Client has granted CCR free access to the site. CCR will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- b. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. CCR will take responsible precautions to avoid known subterranean structures, and the Client waives any claim against CCR, and agrees to defend, indemnify, and hold CCR harmless from any claim or liability for injury or loss, including costs to defend, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate CCR for any time spent or expenses incurred by CCR in defense of any such claim with compensation to be based upon CCR's prevailing fee schedule and expense reimbursement policy.

Provided, however, that regardless of whether any such obligations are based on a tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the FPUA under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract.

- c. A continuous supply of potable water under minimum pressure for the use of the CCR crew within 100 feet of the tank site.

- d. A continuous supply of electricity during the period of work: one 100-AMP, 110/220-volt service for the operation of our power tools and accessories, located not more than 100 feet from the tank. Please be sure that all circuit breakers are ground-fault protected. If it is necessary for CCR to supply its own electric power, add \$500.00 per week to the contract amount.
- e. Any permit or other fees from any AHJ as may be required for the work including but not limited to all connect/disconnect, impact and building/construction fees.
- f. A suitable container conveniently located on site for the use of the CCR crew to dispose of construction debris generated during the rehabilitation.
- g. Drainage and disposal of the tank's contents.
- h. Disinfection and refilling of the tank's contents.
- i. Cleaning the interior and exterior of the tank and accessories.
- j. Complete lock-out and tag-out of the subject tank prior to personnel entering the tank. The Client will be required to provide all materials for this process. The Client will be responsible for demonstrating to CCR that the lock-out procedure is complete, and the tank is rendered "safe" before CCR will perform air quality testing to enter the tank.
- k. All professional engineering design services.
- l. Method A "X-Cut Tape Test", per ASTM D3359, shall be completed by a qualified coatings inspector or coatings manufacturer representative prior to application of new coating system. Results of this test must be 4A or greater. If the results of this test are less than a 4A, CCR and the Client will have to re-evaluate the proposed scope of work and pricing.

5. BACK CHARGES AND CLAIMS FOR EXTRAS

No claim for extra services rendered or materials furnished will be valid by either party unless written notice thereof is given during the first ten days of the calendar month following that in which the claim originated. CCR's claims for extras shall carry 30% for overhead and 10% for profit. Any mutually agreed upon deductive change order will provide only a credit for 10% profit but will not provide a credit for 30% overhead.

6. LIMIT ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL

LIMITATION ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL - TO THE EXTENT PERMITTED BY LAW, AN EMPLOYEE, AGENT, DESIGN PROFESSIONALS, OR ENGINEERS EMPLOYED BY CCR SHALL NOT BE INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF EMPLOYMENT WITH CCR UNDER THIS PROPOSAL TO AN OWNER, CONTRACTOR, SUBCONTRACTOR, OR TO ANY THIRD PARTY CLAIMING BY AND THROUGH THESE PARTIES.

7. RISK ALLOCATION

Client agrees that CCRs liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed \$1,000,000 Each Occurrence/\$2,000,000 General Aggregate as required by the FPUA Contract.

8. ASSIGNMENT AND THIRD PARTIES

Neither the Client nor CCR may delegate, assign, sublet or transfer their duties or any interest in this Proposal without the written consent of the other party. Both parties agree there are no intended third-party beneficiaries to this Proposal including other contractors or parties working on the project, or, if necessary, a surety of CCR.

9. LABOR

This proposal is predicated on open-shop labor conditions, using our own personnel. If we are required to employ persons of an affiliation desirable to the Client or other contractor employed by him or the general contractor thereby resulting in increased costs to us, the contract price shall be adjusted accordingly. Such requirement shall not provide that CCR sign a contract with any labor organization. In the event of a labor stoppage, we shall not be in default or be deemed responsible for delay of the progress of this contract or damage to the Client or the contractor so long as CCR has sufficient qualified employees available to perform the work.

Our proposal is based on our crew performing our Scope of Work in accordance with our standard safety program. If any additional safety requirements are placed on us (not required by OSHA) such as: site training, additional safety equipment or permit required confined space, the cost for such additional requirements plus 30% for overhead shall be reimbursed to us.

10. SCHEDULE, COMMENCEMENT, AND DELAYS

The quotation below is valid through **December 1, 2022**. The project conditions must be readied for our forces to begin the scope of work outlined herein on or before this date, or the contract price will be renegotiated to reflect any increased costs. Furthermore, a mutually agreeable Commencement Date preceding the date above, will be incorporated into this Proposal (or other agreement between us). If the readiness of the project site or conditions do not allow efficient execution of our work on or before the Commencement Date, our contract price will increase \$55.00 per man hour of crew delay until other productive work can be scheduled for the assigned crew.

An agreement must be executed between us to allow sufficient time for preparation of our design drawings and other submittals. We will be prepared to begin work **20 days** after approval of the primary submittals and will undertake to furnish sufficient labor, materials, and equipment to complete construction of our scope of work within approximately **16 days** working time thereafter. Confirm that these milestones and durations are considered when selecting the Commencement Date above.

It is agreed that we shall be permitted to execute our work without interruption. If delayed at any time for a period of 24 hours or more by an act or neglect of the owner, his representative, or other contractor employed by him, or by the general contractor, or by reason of any changes ordered in the work, we shall be reimbursed for our actual additional expense caused by such delay, including loss of use of our equipment, plus 30% for overhead.

In the event an agreement apart from this proposal is preferred, such agreement shall include this Proposal and all the conditions herein unless both parties agree in writing to specifically omit any condition.

11. QUOTATION

We are prepared to carry out this work in accordance with the foregoing for the lump sum price of:

TOTAL	\$151,159.20
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*Mobilization and disinfection are under WO 10 while crews are on site.

Periodic and final payment, including any retention, shall be made in accordance with applicable state Prompt Payment law, whichever is earlier, and is to be received by us in our accounting office at 250 SW 36th Terrace, Gainesville, Florida 32607. All costs for third party contracts and billing management services, or use of any software, as may be required by the Customer or Owner, will be added to the Contract Price, by change order. Final payment shall not be held due to delays in testing. Payment not received by that date will be considered past due and will be subject to a late payment charge of 1½% per calendar month, or any fraction thereof until received in our office.

If CCR does not receive payment within 7 days after such payment is due, as defined herein, CCR may give notice, without prejudice to and in addition to any other legal remedies and may stop work until payment of the full amount owing has been received. The Proposal Amount and Time shall be adjusted by the amount of CCR's reasonable and verified cost of shutdown, delay, and startup, which shall be effected by an appropriate change order.

Any reasonable legal or other expense necessary for the enforcement of this Proposal or for the collection of monies due shall be borne by the party at fault. If sales tax is excluded from our price, or on materials contained in our price, in accordance with project specifications, such exclusion is subject to receipt of adequate tax exemption documents from you or the project owner prior to commencement of Work to allow for our application of same. If proper tax exemption documentation is not received or is not adequate to provide exemption, we reserve the right to receive reimbursement of all sales tax CCR is obligated to pay due to the tardiness, lack of, or inadequate exemption documentation on behalf of you or the owner.

12. ARBITRATION/DISPUTE RESOLUTION AND VENUE

Any controversy or claim relating to the contract between us shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment by the arbitrator(s) may be entered in any court having jurisdiction. The claim will be brought and tried in judicial jurisdiction of the court of the state and county where FPUA's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other claim related expenses the venue for any litigation under this Agreement shall be in Fort Pierce, Florida. If CCR engages an attorney for the collection of the amounts due from the Client, the Client shall pay CCR its reasonable attorney's fees and costs through any appeal. The laws of the State of Florida will govern the validity of these terms, their interpretation and performance. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

13. CHANGES IN SCOPE AND LIMITATIONS

If the Client wishes to have CCR perform any additional repairs or remediation of the tank or accessories, it shall authorize such work in writing and pay CCR its standard rates for such work.

It is agreed that CCR shall not be responsible for any consequential, special or delay damages or any force majeure events, including but not limited to acts of God and pandemic. CCR does not assume responsibility for differing, latent or concealed conditions, which differ materially from those indicated in the Subcontract/Contract documents or from those ordinarily found to exist and not inherent in the Work, including but not limited to weather or subsurface conditions, and not caused by CCR's fault or negligence.

14. TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall be effective if that substantial failure has been redeemed before expiration of the period specified in the written notice. In the event of termination, CCR shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months prior to completion of all work contemplated by the proposal, CCR may complete such analyses and records as necessary to complete their files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of CCR in completing such analyses, records, and reports if necessary.

15. GUARANTEE

CCR will guarantee its workmanship and materials on its work covered in this Proposal for a period of one-year after completion of its work. Prior to leaving the location, CCR personnel will perform a walk through with the responsible party overseeing our work for the Client. In case any defects in CCR's workmanship or materials appear within the one-year period after completion and acceptance of CCR's work, CCR shall promptly make repairs at its own expense upon written notice by the Client that such defects have been found. CCR's guarantee is limited to defects in CCR's workmanship and materials, excluding inspections, cleaning, and disinfection services ("Services"). CCR shall endeavor to perform these Services with that degree of care and skill ordinarily exercised under similar circumstances by contractors practicing in the same discipline at the same time and location. CCR shall not be responsible for, nor liable for, delamination of previous coatings application, any ordinary wear and tear or for damage caused from negligent or inappropriate use or by any other entity beyond our control, including but not limited to modifications, work, or repairs by others.

If a bond is required for the Scope of Work included in this contract, CCR will furnish a one-year Performance and Payment Bond. The cost of this bond is **not included** in our price. Please add \$9.00 per \$1,000 of contract value.

16. ACCEPTANCE

This proposal is offered for your acceptance within **20 days** from the proposal date. We reserve the right after that period to amend our bid to reflect our changing construction schedules and materials and labor rate changes. The return to this company of a copy of this proposal with your acceptance endorsed thereon

within the time aforesaid will constitute a contract between us. This proposal shall be made a part of any subcontract agreement or purchase order. In the event of any conflict between the terms and conditions of this proposal and the FPUA Contract, the terms of the FPUA Contract shall take precedence and control.

Sincerely,

CROM Coatings and Restorations, a Division of CROM, LLC



Alex Ciasca
Business Development Manager



Robert G. Oyenarte, PE
President

/adc.jm

ACCEPTED BY CLIENT

[signatures shown on signature page of FPUA contract]

PRINT: _____

TITLE: _____

DATE: _____

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



Board Submission Form

10/12/2022

Department: 15 - Human Resources

Board Meeting Date: 10/18/2022

Item Type: Regular Agenda

Subject: 2023 EMPLOYEE BENEFIT PLAN, STOP LOSS AND BLUEMEDICARE RENEWAL

Recommendation:

POA 18-17: Approve the 2023 Employee Benefit Plan, as described in the 2003 Employee Benefit Plan Overview and Recommendations prepared by Relation Insurance Services of Florida, Inc., of Stuart, Florida, and authorize the Director of Utilities to sign the agreements necessary to fulfill FPUA's obligations under the Plan, including the following:

- 1) Payment of administrative fees to Blue Cross and Blue Shield of Florida, Inc., dba Florida Blue of Jacksonville, Florida, with a cost of \$67.05 per employee per month (PEPM), for an estimated cost of \$222,070, based upon current enrollment of 276 members subject to enrollment fluctuations, for the period of January 1, 2023 through December 31, 2023. The \$67.05 includes \$2.00 PEPM for Teledoc services.
- 2) Accept the Stop Loss Proposal and Agreement with Symetra Insurance Company with an estimated cost of \$752,030 for the Plan Year. The cost is based on claims experience through August 31, 2022. This is a firm commitment from Symetra

Reviewed By Attorney: NA (FPUA Standard Contract)

Funds Available From: No Funds Needed X Budgeted Contingency

Approvals:

System Director:	<u>CISNEROS, JAVIER</u>	<u>Oct 12 2022 2:11PM</u>
Director of Finance:	<u>MIKA, BARBARA A.</u>	<u>Oct 11 2022 2:12PM</u>
Director of Utilities:	<u>CISNEROS, JAVIER</u>	<u>Oct 12 2022 2:11PM</u>



Memorandum

TO: Javier Cisneros, P.E., Director of Utilities
FROM: Lois A. Wolfe, Human Resources Manager
DATE: October 18, 2022
SUBJECT: 2023 Employee Benefit Plan and BlueMedicare Master Agreement.

RECOMMENDATION:

POA 18-17:

Approve the 2023 Employee Benefit Plan, as described in the 2023 Employee Benefit Plan Overview and Recommendations prepared by Relation Insurance Services of Florida, Inc., of Stuart, Florida, and authorize the Director of Utilities to sign the agreements necessary to fulfill FPUA's obligations under the Plan, including the following:

- 1) Payment of administrative fees to Blue Cross and Blue Shield of Florida, Inc., dba Florida Blue of Jacksonville, Florida, with a cost of \$67.05 per employee per month (PEPM), for an estimated annual cost of \$240,000, based upon budgeted positions of 295 members and is subject to enrollment fluctuations, for the period of January 1, 2023 through December 31, 2023 (the Plan Year). The \$67.05 includes \$2.00 PEPM for Teledoc (telemedicine) services.
- 2) Accept the Stop Loss Proposal and Agreement with Symetra Life Insurance Company, with an estimated cost of \$752,030 for the Plan Year. The cost is based on claims experience through August 31, 2022. This firm commitment from Symetra was accepted prior to the October 7, 2022 deadline to lock in the rate guarantee. Failure to accept their proposal by this deadline would have resulted in a higher premium.
- 3) Renew the BlueMedicare Group Master Agreement with Florida Blue, for FPUA retiree Medicare supplemental insurance plans, the cost of which are fully funded by participant premiums, for a period of one year with unlimited one-year renewal options.

- 4) Continue other plan benefits under the program with no changes, including:
- (a) the Employee Assistance Program (EAP) with Aetna Behavioral Health, LLC (Aetna), of Hartford, Connecticut under a rate guarantee through December 31, 2023
 - (b) the medical reimbursement and dependent FSA programs under a rate guarantee through December 31, 2023,
 - (c) the EyeMed vision program under a premium guarantee through December 31, 2023
 - (d) Florida Combined Life dental plan
 - (e) USABLE Life and AD&D with no change, and other voluntary employee benefits included in the Plan as described in the 2023 Employee Benefit Plan Overview and Recommendation document.

SUMMARY/SUPPORTING INFORMATION:

See the attached 2023 Employee Benefit Plan Overview and Recommendations prepared by Relation Insurance Services.

ALTERNATIVES (IF ANY):

None

ATTACHMENTS:

2023 Employee Benefit Plan Overview & Recommendations

Symetra Stop Loss

PROPOSAL PREPARED FOR

Fort Pierce Utilities Authority

January 1, 2023

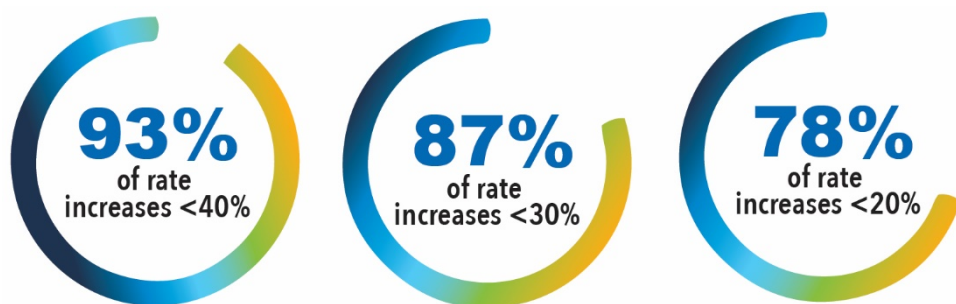
IN PARTNERSHIP WITH: Relation Insurance Services

Consider the details...

When choosing a stop loss carrier, you may be tempted to look at the numbers and simply go with the lowest bid. But just because it's the 'best' price doesn't mean it's the best value. Some carriers offer a competitive rate but it's for a policy that conflicts with your plan document, potentially leaving you exposed to greater financial risk.

What can you expect when you work with Symetra?

We strive to build lasting partnerships through sustainable pricing. Symetra offers a best-in-class contract with no 'gotchas' like late enrollee wording, medical necessity or experimental/investigational definitions to help avoid surprises. And our fast and fair claims practices mean you won't spend months waiting for a check.



Based on Symetra renewal data from August 1, 2015 to July 1, 2020.

A best-in-class policy backed by industry expertise

As an industry leader and stop loss pioneer, we're known across the nation for delivering outstanding claims support and clear, user-friendly policies that eliminate gaps between what plans cover and what is eligible for reimbursement.

What sets us apart

No surprises

- Our clear, straightforward policy pays according to the approved plan document with no internal limits or definitions that may conflict with the plan.
- No reasonable and customary limitation.
- No "actively-at-work" requirement.

Limited general exclusions

- Workers' compensation claims
- Administrative fees

Underwriting as partnership

- Our policy is flexible so you can tailor your coverage to meet the needs of your group
- We do not terminate or non-renew due to poor claims experience.

Technology to make your job easier

- Our user-friendly online administration portal, Group Online (GO), provides 24/7 access to your policy information.

Fast and fair claim practices

- We pay claims quickly and have final authority on all claims decisions.
- Our claims examiners identify opportunities for cost containment and alternative treatment plans to help control costs without sacrificing quality of care.
- Catastrophic claims reviewed within 24 hours and many processed within 24 hours through our Preferred ASO Claim Advance program.

Stop loss pioneer and industry leader

- Our team has decades of experience helping employers, brokers and administrators successfully navigate and protect their self-funded plans.
- The average tenure of a Symetra stop loss client is five years, with approximately 300 clients that have been with us for 10 years or more (as of April 2020).

Symetra Compliance Solutions (provided by Environ®)

- Get answers to your specific regulatory and compliance questions related to your self-funded medical plan; access educational webinars, tools and more.

We know this business and can help protect yours

With over 45 years¹ of experience in the stop loss business, we have the foresight and expertise to help you navigate and protect your self-funded plan through even the most complex situations. We invite you to partner with us to see how our experienced team can be a resource for you.

Proposal Status: Final if accepted by 10/07/2022

SPECIFIC STOP LOSS COVERAGE

Plan Description		Option 1	Option 2
Coverages		Medical, Rx	Medical, Rx
Contract Type		12/24	12/24
Gapless Option		Included	Included
Annual Specific Deductible per Individual		\$140,000	\$160,000
Transplant Exclusion		No	No
No New Laser Option		Included	Included
Maximum Lifetime Reimbursement		Unlimited	Unlimited
Maximum Policy Period Reimbursement		Unlimited	Unlimited
Reimbursement Percentage		100%	100%
Quoted Rate(s) Per Month	Enrollment		
Single	108	\$121.96	\$108.60
Family	157	\$298.24	\$265.57
Composite	265	\$226.41	\$201.60
Estimated Annual Premium		\$719,944	\$641,079
Quoted Rate(s) include Commission of		10.00%	10.00%

Proposal Status: Final if accepted by 10/07/2022

AGGREGATE STOP LOSS COVERAGE

Plan Description		Option 1	Option 2
Coverages		Medical, Rx	Medical, Rx
Contract Type		12/24	12/24
Aggregate Corridor		125%	125%
Loss Limit per Individual		\$140,000	\$160,000
Maximum Annual Reimbursement		\$1,000,000	\$1,000,000
Reimbursement Percentage		100%	100%
Estimated Annual Aggregate Deductible		\$5,645,461	\$5,716,458
Minimum Aggregate Deductible		\$5,645,461	\$5,716,458
Monthly Aggregate Claim Factors	Enrollment		
Medical, Rx Card			
Single	108	\$990.00	\$1,002.45
Family	157	\$2,315.51	\$2,344.63
Composite	265	\$1,775.30	\$1,797.63
Quoted Rate(s) per Month	Enrollment		
Composite	265	\$10.09	\$10.68
Estimated Annual Premium		\$32,086	\$33,962
Quoted Rate(s) include Commission of		10.00%	10.00%

OVERALL COST SUMMARY

Plan Description		Option 1	Option 2
Estimated Total Annual Fixed Cost		\$752,030	\$675,041
Aggregate Variable		\$5,645,461	\$5,716,458
Estimated Maximum Annual Liability		\$6,397,491	\$6,391,499

Proposal Status: Final if accepted by 10/07/2022

PROPOSAL QUALIFICATIONS AND CONTINGENCIES

The terms of this proposal are based upon the prospective policyholder having exercised commercially reasonable efforts to obtain and provide to Symetra all information set forth in this offer, together with all information identified in any prior proposal for coverage for the upcoming policy period. Except for the Plan Document or Plan Amendment, all requested information must be received no later than 15 days prior to the proposed effective date of coverage, otherwise we reserve the right to withdraw the proposed terms and return any premiums remitted.

Any secondary documents (i.e. "stop loss agreements", "procurement documents", "service contracts", etc.) must be disclosed to and approved by Symetra prior to the Employer's acceptance of our proposal. Subsequent undisclosed agreements may not be approved.

By delivering this proposal for coverage, the producer represents and warrants to Symetra that it and each of the persons or entities acting with or on behalf of the producer in the sale or solicitation of such coverage maintains such insurance producer licenses and appointments as are required by each state in which the coverage has been or will be solicited, and in all states in which the policy(ies) will be issued. This proposal is authorized for delivery only if the foregoing representation and warranty is true and correct.

This is a firm offer, which may be bound with no additional underwriting requirements provided that:

1. It is accepted in writing by the expiration date as shown above;
2. The prospective policyholder has exercised commercially reasonable efforts to obtain and provide to Symetra all information requested in this proposal and any prior proposal for coverage for the upcoming policy period;
3. The data and information submitted to Symetra is, to the best of the prospective policyholder's knowledge after due inquiry, materially accurate and materially complete as of the date of prospective policyholder's written acceptance of this firm offer. Any material inaccuracies or material omissions in the data or other information submitted may require changes in underwriting, including but not limited to changes in the terms, rates and/or factors; and
4. The prospective policyholder and its authorized agent agree that following acceptance of this firm offer, the prospective policyholder or its authorized agent promptly notify Symetra upon becoming aware of any covered individual who (i) receives prior authorization approval for hospital confinement exceeding 30 days or more and/or (ii) becomes a listed transplant candidate, in each case so that Symetra can initiate appropriate cost containment efforts. For the avoidance of doubt, the provision of such notice pursuant to this item 4. will not change terms of the accepted offer.

If updated information is received by Symetra prior to written acceptance or the expiration date has passed, we retain the right to alter the terms, rates and/or factors. We will not be bound by any typographical errors or omissions contained herein.

- This proposal is based upon the following network(s): Blues ASO
- COBRA participation is limited to no more than 10% of the enrolled group.
- These rates and factors reflect the assumption that all retirees over age 65 are Medicare Primary. It is assumed that all retirees known at the time of quote were listed and identified on the census.
- This renewal/proposal reflects the continuation of the current plan of benefits.
- Terms are subject to change if final enrollment varies by more than 10% from the proposal assumptions. A current census not older than 60 days prior to the effective date will be needed for final review.
- Eligibility is assumed to be all full time employees working 30 hours or more per week at their normal place of business.

Proposal Status: Final if accepted by 10/07/2022

Check the box next to the selected proposal option; for Specific only coverage, when both Specific and Aggregate coverages are listed, please also check the box to decline Aggregate coverage.

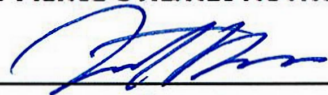
Option	Specific	Aggregate
<input checked="" type="checkbox"/> X	\$140,000 / 12/24	\$140,000 / 12/24
<input type="checkbox"/> 2	\$160,000 / 12/24	\$160,000 / 12/24
<input type="checkbox"/>	Decline Aggregate coverage	

This is a firm offer, which may be bound with no additional underwriting requirements provided it is accepted in writing by the expiration date as shown above. The Premium, Aggregate Deductibles and all other terms are based on the data submitted. Any inaccurate or incomplete data submitted may require changes in underwriting. If updated information is received by Symetra prior to written acceptance or the expiration date has passed, we retain the right to alter the terms, rates and/or factors. We will not be bound by any typographical errors or omissions contained herein.

Please indicated your acceptance on this offer by having an authorized representative or agent of Fort Pierce Utilities Authority sign below:

Authorized Signature: [signatures shown below]	Date:
Printed Name:	Printed Title:
Company or Firm Name:	

FORT PIERCE UTILITIES AUTHORITY

BY: 
Chairman

DATE: 10-5-22

APPROVED AS TO FORM & CORRECTNESS:

BY: 
Fort Pierce Utilities Authority Attorney

Plan Sponsor's Plan Document

Submission and Symetra Acceptance Required. As stated in Symetra's Proposal for Group Stop Loss Insurance, the Plan Sponsor's Plan Document must be submitted to Symetra no later than 90 days after the proposed effective date of Stop Loss Insurance coverage. The Stop Loss Insurance policy ("Policy") requires that only eligible charges payable under the terms of the Plan Document as approved by Symetra will be covered expenses eligible for reimbursement under the Policy.

The policy will be issued after the Plan Document is received and approved by Symetra or a signed Confirmation of Medical Benefit Plan is submitted to Symetra by the prospective policyholder.

Symetra withhold reimbursement of covered expenses prior to the receipt and acceptance of the final signed Plan Sponsor's Plan Document or amendment.

In reviewing the Plan Document for acceptance, Symetra will consider whether the Plan Document:

1. Adequately addresses key plan components, including but not limited to eligibility rules, benefits promised, plan administration, discretionary language for court review of benefit claims, subrogation and coordination of benefits provisions.
2. Addresses the Plan's obligations under federal law, including
 - a. **ERISA (Employee Retirement Income Security Act) required provisions,**
 - b. **ACA (Affordable Care Act) required provisions;** or
 - c. **a statement of grandfathered status, if applicable.**

Symetra will have no liability for reimbursing Plan Sponsor obligations that are not clearly stated in the Plan Document whether or not the Plan remains obligated in the absence of express inclusion. It is recommended that the Plan Document include express reference to other federal mandates and laws to which Plan is subject or a "conformity with law" provision.

3. Contains typical exclusions or limitations, including but not limited to:
 - a. Experimental/investigations treatment (except as required by ACA), and
 - b. non-medically necessary treatment

The absence of or inadequate treatment of these subjects in the Plan Document may result in a superseding provision in the Stop Loss policy.

About Symetra

Symetra is a financially strong, well-capitalized company on the rise, as symbolized by our brand icon—the swift. Swifts are quick, hardworking and nimble—everything we aspire to be when serving our customers.

We've been in business for more than half a century with a commitment to creating employee benefit products that people need and understand. We appreciate your business and look forward to the opportunity to continue serving you with professional, informative and responsive service.



Our guiding principles of Value, Transparency and Sustainability (VTS) are at the core of all we do.

- **Value:** Products and solutions people need at a competitive price—backed by outstanding customer service.
- **Transparency:** Clear communication so people understand what they are buying.
- **Sustainability:** Products that stand the test of time and fiscal responsibility to ensure we are there for our customers.

Financial Strength Ratings: A.M. Best: A “Excellent” (3rd highest of 16); Moody’s A1 “Good” (5th highest of 21); Standard & Poor’s: A “Strong” (6th highest of 21). Ratings are subject to change. Please refer to www.symetra.com/ratings for current information. Ratings as of July 23, 2021.

Symetra Life Insurance Company is a direct subsidiary of Symetra Financial Corporation. First Symetra National Life Insurance Company of New York is a direct subsidiary of Symetra Life Insurance Company and is an indirect subsidiary of Symetra Financial Corporation (collectively, “Symetra”). Neither Symetra Financial Corporation nor Symetra Life Insurance Company solicits business in the state of New York and they are not authorized to do so. Each company is responsible for its own financial obligations.

Stop loss policies are insured by Symetra Life Insurance Company, 777 108th Avenue NE, Suite 1200, Bellevue, WA 98004. Base policies are ELC-24000 7/19 or LGC-12000 9/06, filed as Excess Loss. In New York, stop loss policies are insured by First Symetra National Life Insurance Company of New York, New York, NY. Mailing address: P.O. Box 34690, Seattle, WA 98124. Policy form numbers are ELC-24000/NY 7/19 or LGC-12000/NY 9/08, filed as Excess Loss. Coverage may be subject to exclusions, limitations, reductions and termination of benefit provisions. Products are not available in U.S. territory.

Symetra Compliance Solutions is provided by Enquiron® through Symetra and may not be available in all states. Symetra assumes no responsibility or liability for any resources or content provided by Enquiron®. Enquiron® is not affiliated with Symetra Life Insurance Company or any of its affiliates. ©2021 Enquiron. All rights reserved.

¹ Seventeen years of stop loss for First Symetra National Life Insurance Company of New York.



www.symetra.com

www.symetra.com/ny

Symetra® is a registered service mark of Symetra Life Insurance Company.

**Plan Sponsor's Plan Document
Submission Requirements, Required Provisions & Minimum Standards
For New Business**

Submission and Symetra Acceptance Required. As stated in Symetra's Proposal for Group Excess Loss Insurance, the Plan Sponsor's Plan Document must be submitted to Symetra no later than 90 days after the proposed effective date of Excess Loss Insurance coverage. The Excess Loss Insurance policy ("Policy") requires that only eligible charges payable under the terms of the Plan Document as approved by Symetra will be covered expenses eligible for reimbursement under the Policy.

Symetra may withhold reimbursement of covered expenses prior to the receipt and acceptance of the final signed Plan Sponsor's revised Plan Document or amendment.

No Policy will be issued until the Plan Document is received and approved by Symetra or a signed Confirmation of Medical Benefit Plan is submitted to Symetra by the prospective policyholder.

In reviewing the Plan Document for acceptance, Symetra will consider whether the Plan Document:

1. Contains basic contract elements for completeness and clarity (e.g., definitions, governing law).
2. Adequately addresses key plan components, including but not limited to eligibility rules, benefits promised, plan administration, discretionary language for court review of benefit claims, subrogation and coordination of benefits provisions.
3. Addresses the Plan's obligations under federal law, including
 - a. ERISA required provisions,
 - b. **PPACA required provisions;** or
 - c. **a statement of grandfathered status.**

Symetra will have no liability for reinsuring Plan Sponsor obligations that are not clearly stated in the Plan Document whether or not the Plan remains obligated in the absence of express inclusion. It is recommended that the Plan Document include express reference to other federal mandates and laws to which Plan is subject or a "conformity with law" provision.

4. Contains typical exclusions or limitations, including but not limited to:
 - a. Experimental/investigations treatment (except as required by PPACA),
 - b. Non-medically necessary treatment, and
 - c. Off-label drug use.

The absence of or inadequate treatment of these subjects in the Plan Document may result in a superseding provision in the Policy issued.

Fort Pierce Utilities Authority (FPUA)

2023 Employee Benefit Plan

Overview & Recommendations

10-18-2022

Medical

Administration:

Blue Cross Blue Shield of Florida, Inc. (Florida Blue) became the Administrative Services Only (ASO) carrier for FPUA's self-insured health plan effective January 1, 2009. For these Administrative Services, FPUA pays a per participant charge and we are currently under a fee guarantee that began on January 1, 2022 and runs through December 31, 2025:

- Two-year rate guarantee from January 1, 2022 through December 31, 2023 at the current cost of \$67.05
- Two-year rate guarantee from January 1, 2024 through December 31, 2025 of \$70.10

These fees include Telemedicine services. Please note, the administration fee may increase by \$1.00 per employee per month if the stop loss coverage is moved to an alternative carrier.

As part of this offer, FPUA is receiving the wellness contributions as follows:

- 2022 plan year - \$20,000
- 2023, 2024 and 2025 - \$15,000 per year

	Current	2023
Florida Blue Administrative Fee	67.05	\$67.05
Annual Cost (estimated annual cost)*	\$213,219	\$213,219

*Cost impacted by fluctuating enrollment.

Stop Loss - High Claims Insurance Coverage:

Proposals were solicited from seven (7) carriers including the incumbent, HM Insurance (HM) /Florida Blue. All seven (7) carriers offered a proposal at the current \$140,000 specific deductible as well as an option at \$160,000.

The most competitive initial offers through June claims experience were provided by Symetra and Tokio Marine. Once August claims were released, we worked with Symetra, Tokio Marine and HM/Florida Blue to update their proposals. Tokio Marine did not make any changes to their quoted terms or disclosure process, Symetra provided a firm proposal and waived disclosure, and HM/Florida Blue provided a firm proposal with no disclosure requirements. Based on these results, staff is recommending a change to Symetra, who offered the most competitive fixed and expected costs, at the current specific deductible of \$140,000, resulting in significant savings to FPUA.

Following are the current and renewal terms. Premiums have decreased -13.8% while aggregate maximum claims have decreased -.5%. These terms are firm, and the disclosure process was waived.

	Current HM Insurance/Florida Blue	2023 Symetra
Coverage	Medical & Rx	Medical & Rx
Specific Deductible	\$140,000.00	\$140,000.00
Lifetime Maximum	Unlimited	Unlimited
Contract Basis	12/24	12/24
Specific Monthly		
Premium Rates		
Single	\$141.87	\$121.96
Family	\$346.93	\$298.24
Aggregate Rate (Composite)	\$110.93	\$10.09
Aggregate Coverage		
Contract Basis	12/24	12/24
Aggregate Factors		
Single	\$975.69	\$990.00
Family	\$2,341.65	\$2,315.51
Aggregate Maximum Claims*	\$5,676,163	\$5,645,461
Estimated Annual Stop Loss Premium*	\$872,237	\$752,031

*Cost impacted by fluctuating enrollment.

Compliance - Health Care Reform:

FPUA remains a Grandfathered Health Plan under the Affordable Care Act (ACA). While maintaining Grandfathered status limits the amount and types of changes we can make to our plan benefits and/or contribution percentages, FPUA is not required to comply with certain aspects of the law that would increase plan costs. Relation and staff are recommending that Grandfathered Status be maintained for the 2023 plan year.

Total Medical Costs:

Claim projections for expected claims liability were provided by Symetra. The decrease to expected plan costs is -2.57%

	Current	2023
Specific and Aggregate Stop Loss		
Estimated Annual Stop Loss Premium*	\$872,237	\$752,031
Fees (Administrative & Healthcare Reform)		
Annual Admin Fees*	\$214,751	\$214,826
Annual Expected Claims*	\$4,540,930	\$4,516,369
Total Annual Expected Costs*	\$5,627,918	\$5,483,226

*Cost impacted by fluctuating enrollment.

Enrollment:

Employee Only	108
Employee + Spouse	46
Employee + Child(ren)	50
Employee + Family	61
Total Participants	265

All included cost calculations are based on the above static enrollment numbers.

Funding:

In 2021, FPUA increased funding rates +4%, which was approximately 1.5% below expected costs. The goal was to move towards funding at the expected plan level over the next 1-2 years. For the 2022 plan year, funding was estimated to be 3.4% above expected costs. Due to this year's favorable renewal with a -2.57% in expected plan costs, it is recommended that the existing funding rates continue for 2023.

Due to extreme variability in plan costs from year to year, budget amendments adequately covered times when expenses exceeded funding. Based on current enrollment, annual funding of the plan is \$5,765,723. Relation and staff recommend that we continue the current funding rates for 2023. We caution that this may not be sufficient funding based upon the unpredictability in future claims and administrative costs. Staff plans to continue to monitor claim trends and consider additional changes if/when warranted.

Funding	Current	Proposed
Employee Only	\$1,056.69	\$1,056.69
Employee + Spouse	\$2,113.38	\$2,113.38
Employee + Child(ren)	\$1,902.05	\$1,902.05
Employee + Family	\$2,853.06	\$2,853.06

Contributions:

Given the recommendation to maintain the current funding rates, Relation and staff recommend continuing the current contributions for FPUA and all employees.

Per Pay Employee Contribution	Current	Proposed	Difference Per Pay
Employee Only	\$17.41	\$17.41	No Change
Employee + Spouse	\$146.51	\$146.51	
Employee + Child(ren)	\$118.16	\$118.16	
Employee + Family	\$245.45	\$245.45	

Other Coverages

Dental:

Florida Combined Life's dental claims administration fee of \$6.05 has been extended for the 2023 plan year.

In 2022, the calendar year maximum was increased from \$1,000 to \$1,500 per member. Given this benefit change, funding rates were increased by +9.1%. We are not recommending a change to the dental funding rates or contributions for the 2023 plan year. The rates established effective January 1, 2023 are anticipated to adequately cover dental expenses for the coming year.

The recommendation is as follows:

Funding	Current	Proposed	EE Monthly (No Change)
Employee Only	\$35.71	\$35.71	\$0
Employee + 1	\$71.42	\$71.42	\$0
Employee + Family	\$110.68	\$110.68	\$0

Employee Assistance Program:

There are no changes to the existing EAP program, as coverage is under a rate guarantee with Aetna Resources for Living through December 31, 2023.

Flexible Spending Accounts:

The Flexible Spending Account administration fee is up for renewal with Medcom on January 1, 2023. We expect the renewal fee to be provided next month. The current administrative fee of \$4.50 per participant per month has been in effect since January 1, 2020.

Life, AD&D & Long Term Disability:

There are no changes to the life & accidental death and dismemberment program through USABLE. Premium rates are guaranteed through December 31, 2023.

USABLE agreed to extend our long-term disability premiums an additional year through December 31, 2023.

Vision:

There are no changes to the existing EyeMed vision program. Premiums are guaranteed through December 31, 2023.

Voluntary Worksite Benefits:

There are no changes anticipated to the current Trustmark, Allstate, Cancer Guardian and Life Lock programs. Changes to these coverages are rare and only occur when the carrier(s) files new rates and/or benefits with the Florida Office of Insurance Commission.

BlueMedicare (retirees 65+):

There were no reported plan changes for the 2023 plan year. Premiums are increasing for each plan as follows:

BlueMedicare Premiums

Elite PPO: \$304.27 per month, previously \$289.78

Advanced Platinum PPO: \$243.45 per month, previously \$231.86

Advanced PPO: \$208.54 per month, previously \$198.61

Elite Rx: \$182.63 per month, previously \$173.93

Summary of Recommendations

- Place stop loss coverage through Symetra at the \$140,000 specific deductible level
- Maintain current medical funding and EE/ER contributions
- Renew dental administrative services through Florida Combined Life
- Maintain current dental funding and EE/ER contributions

FLORIDA COMBINED LIFE INSURANCE COMPANY, INC.

ASO DENTAL ADMINISTRATION FEE STRUCTURE FOR

FORT PIERCE UTILITIES AUTHORITY

Dental benefits will be administered under the terms of the **Fort Pierce Utilities Authority's** dental program. **Florida Combined Life Insurance Company, Inc. ("FCL")** will undertake no insurance risk under the arrangement. The benefits will be self-funded by the **Fort Pierce Utilities Authority** and claims administered by **Florida Combined Life Insurance Company, Inc.**, an affiliate of Blue Cross and Blue Shield of Florida, under a twelve (12) month fixed fee structure as detailed below:

ASO DENTAL PLAN ADMINISTRATION

RENEWAL RATE

January 1, 2023 through December 31, 2023

ASO Dental Program monthly per employee fee: **\$6.05**

FCL provides the following administrative services:

- Claims review and payment service. Payment will be made using funds supplied by the client. The Administrator will furnish each claimant with a timely explanation of each claim that is paid, rejected or suspended.
- Initially enroll, maintain, and update individuals who have been identified by the employer as eligible for dental benefits.
- Supply claim forms.
- Establish, maintain, and provide to the client, records and reports for the purposes of reporting claims experience and conducting audits of operations.
- Provide standard cost containment measures, such as pre-determination of benefits for extensive treatment. FCL retains the services of a licensed dentist who will review claims, as needed, on a case by case basis.

Administrative Fees for Administration After Termination:

- After the termination of this Agreement, the Employer shall pay the Administrator an administrative fee of 19% of paid claims to adjudicate claims incurred during the term of this Agreement.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals to this Agreement.

Signed, sealed and delivered in the presence of:

CONTRACTOR:

**FLORIDA COMBINED LIFE INSURANCE
COMPANY, INC.**

BY: _____
Signature/Officer of Firm (Manual)

Name (Typed or Printed)

TITLE: _____

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, _____ of
Officer of Firm Title

Florida Combined Life Insurance Company, Inc., a Florida corporation, on behalf of the corporation.

He/she is personally known to me or produced _____
as identification.

Notary Public

My commission expires: _____

ATTEST:

Secretary
(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

Signed this _____ day of _____,
20____.

APPROVED AS TO FORM & CORRECTNESS:

BY: 
Fort Pierce Utilities Authority Attorney

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



Board Submission Form

10/12/2022

Department: 66 - Water/WW Engineering

Board Meeting Date: 10/18/2022

Item Type: Regular Agenda

Subject: BEACH CT-FLORIDA AVE TO DELAWARE AVE WATER MAIN AND SEWER REPLACEMENT

Recommendation:

POA No. 13-72: Approve the Purchase Order for FPUA to reimburse the City of Fort Pierce for the cost of replacing the water and sewer utilities on Beach Court between Florida Avenue and Delaware Avenue in an amount not to exceed \$261,882.

Reviewed By Attorney:

Funds Available From: No Funds Needed X Budgeted Contingency

Approvals:

System Director: HUTCHINSON, BOWDOIN G. Oct 12 2022 8:09AM

Director of Finance: MIKA, BARBARA A. Oct 12 2022 10:13AM

Director of Utilities: CISNEROS, JAVIER Oct 12 2022 2:11PM



Memorandum

TO: Javier Cisneros, P.E., Director of Utilities

THROUGH: Bowdoin G. Hutchinson, P.E., Director of W/WW Systems

FROM: Lugey Dawson, Environmental Engineer

DATE: October 13, 2022

SUBJECT: **BEACH CT-FLORIDA AVE TO DELAWARE AVE WATER MAIN AND SEWER**

PRESENTER(S): **REPLACEMENT**
Lugey Dawson

RECOMMENDATION:

POA No. 13-72: Approve the Purchase Order for FPUA to reimburse the City of Fort Pierce for the cost of replacing the water and sewer utilities on Beach Court between Florida Avenue and Delaware Avenue in an amount not to exceed \$261,882.

SUMMARY/SUPPORTING INFORMATION

The City of Ft. Pierce (City) will be performing Roadway Improvements on Beach Court between Florida Avenue and Delaware Avenue requiring FPUA to adjust and replace our water and sewer utilities within the project limits. FPUA requested a proposal from the project's awarded bidder, PRP Construction; the proposal was in line with current market rates and was accepted by FPUA. Staff requested, and the City approved us utilizing their contractor to perform the water and sewer replacements as a change order to the City's contract and FPUA agrees to reimburse the City once work is completed.

Having the roadway contractor responsible for the utility work in this area will eliminate the need for separate maintenance of traffic, reduce the potential for delay claims, and minimize some costs when work on FPUA utilities is occurring in the same area as the City's storm drain construction.

Funding in the amount of \$176,235.00 for water and \$85,647.00 for sewer totaling \$261,882.00 are presently in the FY23 capital budget.

ALTERNATIVES (IF ANY):

Do Not Approve. This is not recommended as the existing infrastructure has reached its useful life and failure to replace the utilities during the roadway improvement project will only increase our replacement/repair costs in the future.

ATTACHMENTS:

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772-466-1600



BOARD SUBMISSION FORM

Department: 31 – Director of Utility Support Services

Board Meeting Date: October 18, 2022

Item: X Regular Agenda Consent Agenda

Subject Grants Update: Active, Pending, and In Development

Recommendation:

For information only.

Reviewed By Attorney: Yes X No

Funds Available From: X No Funds Needed Budgeted

Approvals:

System Director: 

Director of Financial Services: N/A

Director of Utilities: 



Our mission is to provide our customers with economical, reliable and friendly service in a continuous effort to enhance the quality of life in our community.

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2018



MEMORANDUM

To: Javier Cisneros, P.E., Director of Utilities

From: Rachel Tennant

Date: October 18, 2022

Subject: Grants Update: Active, Pending and In Development

Presenters: Rachel Tennant, Public Affairs and Sustainability Manager

RECOMMENDATION:

For information only.

SUMMARY/SUPPORTING INFORMATION:

This presentation outlines the current status of FPUA's grants program. Currently, active grants total \$8.1 million, and pending grants (proposals submitted) total \$33.6 million. Active grants include funding for sewer lining, septic-to-sewer initiatives, seagrass restoration and education, and Manatee Center operating (a portion of select staff salaries). Pending grants focus largely on the wastewater treatment plant relocation. This presentation also includes an update on FPUA staff engagements with granting agencies, lobbyist strategies to assist us in fundraising efforts, and upcoming grant opportunities that we are tracking.

ALTERNATIVES:

ATTACHMENTS:

Pending Grants (Submitted Proposals, \$33,619,406)

General Program Support Grant (Manatee Center)

Granting Agency: Florida Department of State, Division of Cultural Affairs (state)
Proposing Department: Manatee Center
Date Proposal Submitted: May 31, 2022
Amount Requested: \$59,398
Project Summary: Funds provide partial salary support for the Manatee Center Education Coordinator and Volunteer Program Coordinator.
Expected Notification: 2nd quarter of 2023

Local Support Grant Request

Granting Agency: Florida House of Representatives (state appropriation)
Proposing Division: Water/Wastewater
Date Proposal Submitted: July 12, 2022
Amount Requested: \$750,000
Project Summary: Funds are needed to construct a pressurized sewer pipe that will re-direct sewage flows away from the Indian River Lagoon (IRL). Currently, Fort Pierce sewage flows eastward from the mainland to a wastewater plant (WRF) on Hutchinson Island, averaging 8 million gallons/day toward the IRL. With the construction of the new WRF in western Fort Pierce, sewage flows must be redirected westward. The pressurized, 16-inch force main is a critical piece of this relocation effort to protect the IRL.
Project Budget Focus: Construction costs to install a pressurized sewer pipe in downtown
Expected Notification: TBD

Resilient Florida Grant

Granting Agency: Florida Department of Environmental Protection (state)
Proposing Division: Water/Wastewater through the City of Fort Pierce
Date Proposal Submitted: September 1, 2022
Amount Requested: \$15,000,000
Project Summary: This project adapts and relocates a regionally significant and critical asset that serves multiple jurisdictions within St. Lucie County: a wastewater treatment plan. The project includes the plant relocation, natural system enhancement and restoration of 2.23 acres of seagrass restoration, offset of water use with 2 MGD of reuse and upgrades to existing facility components to mitigate the impacts of flood risk.
Project Budget Focus: 1) Construction expenses for the new wastewater treatment plant
2) Restoration of 2.23 acres of seagrass (less than \$150,000)
Expected Notification: December 2022

Transformational Habitat Restoration & Coastal Resilience Grant

<u>Granting Agency:</u>	National Oceanic and Atmospheric Administration (federal)
<u>Proposing Division:</u>	Water/Wastewater
<u>Date Proposal Submitted:</u>	September 6, 2022
<u>Amount Requested:</u>	\$15,000,000
<u>Project Summary:</u>	<p>Fort Pierce Utilities Authority (FPUA) requests \$15,000,000 to enhance the community and ecosystem resilience of the coastal Indian River Lagoon by transforming a wastewater utility system for climate resiliency and restoring three acres of seagrass populations. Utilizing \$100,000,000 of already-secured bonds, FPUA is relocating a nearly 80-year-old wastewater plant from South Hutchinson Island on the Indian River Lagoon to a mainland location five miles west, far away from the lagoon and far from neighborhoods ("WTP Relocation"). The WTP Relocation is well under way, with a design-build contractor finalizing 60% designs this year and beginning construction in January 2023.</p> <p>This NOAA-funded project will support that larger effort by rerouting sewer system wastewater flow ("conveyance system") to the relocated, inland WTP while also fortifying its aging cracked sewer pipes with sewer lining technology and restoring critical seagrass habitat in the lagoon. At completion, the critical and regionally significant domestic wastewater and utilities infrastructure will be fully adapted to the effects of flooding and sea level rise by avoiding the inundation of rain fall and coastal storm surge and flooding.</p>
<u>Project Budget Focus:</u>	<ol style="list-style-type: none">1) Design and construction costs to re-route the conveyance system2) Restoration of 3 acres of seagrass (less than \$250,000)3) Sewer lining to fortify aging, clay wastewater pipes
<u>Expected Notification:</u>	January 2023

Building Resilient Infrastructure and Communities (BRIC) Grant

<u>Granting Agency:</u>	Florida Division of Emergency Management (federal FEMA funds)
<u>Proposing Division:</u>	Water/Wastewater
<u>Date Proposal Submitted:</u>	Notice of Interest submitted on September 20, 2022
<u>Amount Requested:</u>	N/A (preliminary NOI only)
<u>Project Summary:</u>	<p>Following FDEM advice, FPUA submitted a full overview of the wastewater treatment plant relocation in steps. If FDEM determines that our scope of work and timeline are a good fit for the BRIC funding, they will engage us to explore which step of the relocation effort that would be the best fit for a formal application for funding. The steps include: 1) Constructing the New Wastewater Plant; 2) Rerouting the Conveyance System; and 3) Demolition and Possible Mitigation on South Hutchinson Island. If selected, FPUA staff will draft a proposal</p>
<u>Next Deadline:</u>	If selected to complete a full application, that application will open on September 30 th with a due date of November 14, 2022.

Demonstration of Energy & Efficiency Developments Grant Program

Granting Agency: American Public Power Association
Receiving Department: Public Affairs & Sustainability
Date Proposal Submitted: August 15, 2022
Amount Requested: \$10,008
Project Summary: FPUA requested funds to expand the local weatherization program to include installation of conservation kits by UF/IFAS in local homes.
Project Budget Focus: Conservation kits for installation in homes
Expected Notification: October 2022

Florida Job Growth Grant Fund – Public Infrastructure Grant

Granting Agency: Florida Department of Economic Opportunity (state)
Proposing Division: Water/Wastewater
Date Proposal Submitted: October 6, 2022
Amount Requested: \$3,800,000
Project Summary: This grant request is to assist in the continued infrastructure improvements for Fort Pierce's historic waterfront downtown area. Specifically, if approved, funds will be used to build a Master Lift Station that will accommodate the economic growth of the City of Fort Pierce and St. Lucie County on an area that will be developed once the wastewater treatment plant is removed from the island waterfront property.
Project Budget Focus: Design and construction costs to build a new master lift station

Active Grants (\$8,129,884)

General Program Support Grant (Manatee Center)

Granting Agency: Florida Department of State, Division of Cultural Affairs (state)
Receiving Department: Manatee Center
Date Proposal Submitted: June 1, 2021
Amount Funded: \$69,400
Project Summary: Funds provide partial salary support for the Manatee Center Education Coordinator and Volunteer Program Coordinator.
Project Completion Deadline: June 30, 2023

National Estuary Program Grant – Science and Innovation Projects

<u>Granting Agency:</u>	Indian River Lagoon Council (state; federal EPA funds)
<u>Receiving Department:</u>	Manatee Center (partnering with Sea & Shoreline)
<u>Date Proposal Submitted:</u>	January 7, 2022
<u>Amount Funded:</u>	\$39,875
<u>Project Summary:</u>	This project aims to restore approximately one acre of seagrass to Moore's Creek, a tributary to the IRL, and enhance an additional 0.5 acres of adjacent seagrass community. The project also aims to examine the effectiveness of several cost-effective seagrass restoration methods to assist in the design and scalability of large-scale seagrass restoration projects in the IRL. These methods include supplemental planting, bioturbation control, and a sediment amending growth enhancement (SAGE) treatment.
<u>Project Completion Deadline:</u>	September 30, 2023

Statewide Surface Water Restoration and Wastewater Projects

<u>Granting Agency:</u>	Florida Department of Environmental Protection (partial federal/state)
<u>Receiving Division:</u>	Water/Wastewater
<u>Date Proposal Submitted:</u>	2019
<u>Amount Funded:</u>	\$505,000
<u>Project Summary:</u>	The project funded under this grant is Fort Pierce Low Income Sewer Conversion for Fleetwood Acres. FPUA will install laterals and grinder station(s) and abandon the septic systems to connect approximately 50 single family residences to the existing FPUA sewer main in Fleetwood Acres. Local contribution funding will be used to construct low-pressure force main(s) and septic to sewer connections.
<u>Project Completion Deadline:</u>	September 30, 2024

State Appropriations

<u>Granting Agency:</u>	Florida Department of Environmental Protection (state funding)
<u>Receiving Division:</u>	Water/Wastewater
<u>Date Proposal Submitted:</u>	2020
<u>Amount Funded:</u>	\$900,000 for year 1 (South Hutchinson Island) \$900,000 for year 2 (mainland Fort Pierce) <i>In development:</i> \$900,000 for year 3 (geographic area TBD)
<u>Project Summary:</u>	Sewer Lining Project. FPUA uses closed circuit television and smoke testing to detect wastewater pipe leaks, followed by Cured in Place Pipe lining (CIPP) to seal and restore sewer pipes infrastructure.
<u>Project Completion Deadline:</u>	09/30/2023 for year 1; 09/30/2024 for year 2

FDEO Disaster Recovery Program

Granting Agency: Florida Department of Economic Opportunity (federal CDBG-DR funds)
Receiving Division: Water/Wastewater
Date Proposal Submitted: 2020
Amount Funded: \$3,792,768
Project Summary: Sewer Reconstruction and Lining Project. FPUA uses closed circuit television and smoke testing to detect wastewater pipe leaks, followed by Cured in Place Pipe lining (CIPP) to seal and restore sewer pipes infrastructure.
Project Completion Deadline: June 2026

Florida Job Growth Grant Fund – Public Infrastructure Grant

Granting Agency: Florida Department of Economic Opportunity (state)
Receiving Division: Water/Wastewater through the City of Fort Pierce
Date Proposal Submitted: 2018
Amount Funded: \$1,917,841
Project Summary: Providing sewer connectivity to 37 industrial parcels located in Fort Pierce in the northern part of St. Lucie County.
Project Completion Deadline: June 2023

Student Internship Grant

Granting Agency: American Public Power Association
Receiving Department: Public Affairs & Sustainability
Date Proposal Submitted: 2021
Amount Funded: \$5,000 (one semester of a student intern)
Project Summary: FPUA requested funds to support one student intern to work on public outreach and education for the public affairs department.
Project Completion Deadline: December 31, 2022 (note: no students have applied, this may be forfeited back to APPA)

Fort Pierce Utilities Authority

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BOARD SUBMISSION FORM

Department: 21-Finance

Board Meeting Date: 10/18/2022

Item: X Regular Agenda Consent Agenda

Subject: Status Report on Electric Power Cost Adjustment (PCA) for September 2022

Recommendation:

Staff is recommending an increased adjustment to the PCA in the amount of \$8.00 per 1,000 kWh, from \$19.00 to \$27.00 per 1,000 kWh, effective November 1, 2022.

Reviewed By Attorney: Yes X No

Funds Available From: X No Funds Needed Budgeted

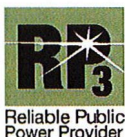
Approvals:

System Director: Barbara A. Mika

N/A

Director of Financial Services:

Director of Utilities: Jane Jane



Our mission is to provide our customers with economical, reliable and friendly service in a continuous effort to enhance the quality of life in our community.

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Fort Pierce Utilities Authority

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MEMORANDUM

To: Javier Cisneros, P.E., Director of Utilities

From: Barbara A. Mika, CGFO, Director of Financial Administration

Date: October 13, 2022

Subject: **Status Report on Electric Power Cost Adjustment (PCA) for September 2022**

RECOMMENDATION:

Staff is recommending an increased adjustment to the PCA in the amount of \$8.00 per 1,000 kWh, from \$19.00 to \$27.00 per 1,000 kWh, effective November 1, 2022.

SUMMARY/SUPPORTING INFORMATION:

The cost of purchased power to FPUA is subject to unpredictable changes based upon the current market price for Natural Gas. FMPA has made efforts to control the cost of Power to its ARP members through the infusion of reserves to off set the higher prices for Natural Gas. September represents the third month of the reimbursement of that money through the ARP billing. This item is being brought to the Board to inform them of the preliminary results for September of 2022 with projections of FPUA's power costs through September 30, 2023. The PCA is a direct recovery of power costs paid. FPUA does not make a profit through this adjustment. Any over or under-recovery is recorded as a liability to or a receivable from the customer.

The PCA, for the month of September was \$19.00 per 1,000 kWh approved by the Board at the August 16, 2022 meeting. The review and analysis of the September forecasted rates show the average cost of purchased power fluctuating between \$113 - \$123/MWh through December 2022. In September, FPUA recovered \$98.52 for every \$1,000 kWh sold with the average cost purchased of \$117.20. Staff is recommending to increase the PCA by \$8.00 per 1,000 kWh to slowly narrow the gap of our cost recovery. The projections of FPUA's power costs, exhibited in the following graphs and charts, were prepared by Raftelis Financial Consultants (Raftelis), which were, in turn, based upon the most recent forecasts prepared by Florida Municipal Power Agency (FMPA).



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Attached is a table of the amount of power cost paid to FMPA and recovered from FPUA's customers each month for the past 24 months. The cost of power purchased from FMPA for the month of September was billed to FPUA at a blended rate of \$117.20 for 1,000 kWh, an increase of \$9.12 from this the August bill. FPUA under recovered \$560,758 from customers for the month of September reducing the cumulative balance of power costs recovered at the close of September to an under-recovery of \$207,109.

Also attached is a table of FMPA All-Requirements all-in rate projections vs. actual billings. Projections for the month of September 2022 over the prior 11 months at the 50% confidence level were an average of 20.6% greater than the actual rate billed.

Since the August forecast, FMPA's estimate of the cost of purchased power for the upcoming 12 months has increased by 0.4%. Giving consideration to the cost increases that have been forecasted and as a step toward cost recovery and regaining the rate stabilization fund later in this fiscal year, an increase to the PCA is essential. Staff is therefore recommending that the PCA be increased by \$8.00 per 1,000 kWh effective November 1, 2022.

This power cost adjustment requires constant monitoring, staff will continue to oversee changes to the forecast each month and present an update to the Board, recommending changes only when absolutely necessary.

ALTERNATIVES:

Consider and approve a change of some other amount to the PCA.

ATTACHMENTS:

Table of Power Costs Paid and Recovered

Chart of Power Costs Charged and Paid for 1,000kWh

Chart of Power Cost Adjustment (PCA) for 1,000kWh

Table of FMPA All-Requirements All-In Rate Projections vs. Actual – 60% Load Factor

Chart of FMPA All-Requirements All-In Rate Projections vs. Actual – 60% Load Factor

Chart of Projected Power Cost Adjustment Over (Under) Collection

Projected Comparison of PCA Over (Under) Recovery through September 2023

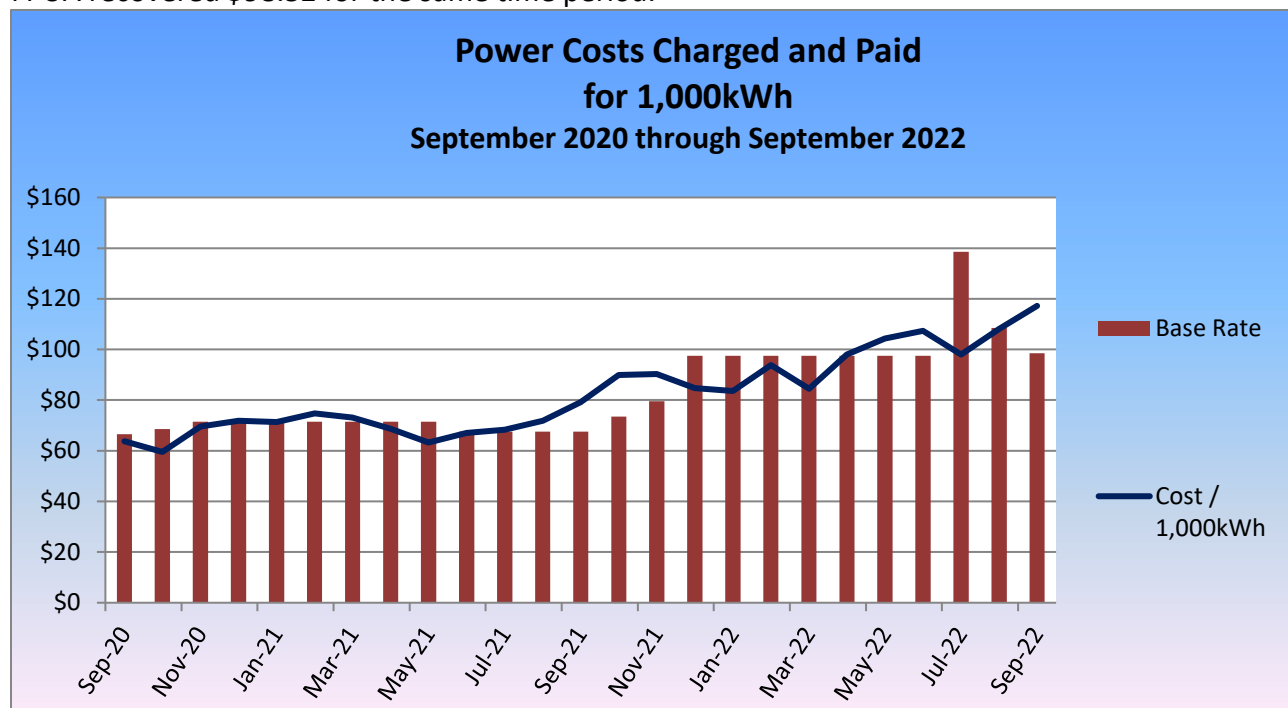
Fort Pierce Utilities Authority
Power Costs Paid and Recovered
24 Months Ended September 30, 2022

	PCA PER 1,000 KWH	POWER COST PAID PER MONTH	CUSTOMER RECOVERY PER MONTH*	MONTHLY OVER (SHORT)	CUMULATIVE OVER (SHORT)
September 2020					\$2,828,409
October 2020	-\$11.00	\$3,239,065	\$3,798,266	\$559,200	\$3,387,609
November 2020	-\$8.00	\$3,121,909	\$3,501,601	\$379,692	\$3,767,301
December 2020	-\$8.00	\$2,948,424	\$2,996,067	\$47,643	\$3,814,944
January 2021	-\$8.00	\$2,908,955	\$2,549,722	(\$359,232)	\$3,455,712
February 2021	-\$8.00	\$3,001,877	\$3,024,588	\$22,711	\$3,478,423
March 2021	-\$8.00	\$3,277,221	\$2,909,847	(\$367,374)	\$3,111,049
April 2021	-\$8.00	\$3,110,959	\$3,005,608	(\$105,351)	\$3,005,699
May 2021	-\$8.00	\$3,372,000	\$3,474,124	\$102,124	\$3,107,822
June 2021	-\$12.00	\$3,701,449	\$3,546,025	(\$155,424)	\$2,952,398
July 2021	-\$12.00	\$4,069,629	\$3,811,072	(\$258,557)	\$2,693,841
August 2021	-\$12.00	\$4,390,659	\$3,690,396	(\$700,263)	\$1,993,578
September 2021	-\$12.00	\$4,134,075	\$3,960,441	(\$173,634)	\$1,819,944
October 2021	-\$6.00	\$4,735,028	\$4,110,931	(\$624,097)	\$1,195,847
November 2021	\$0.00	\$3,566,346	\$3,562,950	(\$3,396)	\$1,192,451
December 2021	\$18.00	\$3,588,361	\$3,768,646	\$180,285	\$1,372,736
January 2022	\$18.00	\$3,957,980	\$3,949,207	(\$8,773)	\$1,363,963
February 2022	\$18.00	\$3,602,713	\$3,625,830	\$23,117	\$1,387,079
March 2022	\$18.00	\$3,910,469	\$3,989,979	\$79,510	\$1,466,590
April 2022	\$18.00	\$4,553,055	\$4,305,652	(\$247,403)	\$1,219,187
May 2022	\$18.00	\$5,754,948	\$4,354,454	(\$1,400,493)	(\$181,307)
June 2022	\$18.00	\$6,056,646	\$5,193,137	(\$863,509)	(\$1,044,815)
July 2022	\$59.00	\$6,139,341	\$8,548,901	\$2,409,560	\$1,364,744
August 2022	\$29.00	\$6,864,252	\$6,267,375	(\$596,877)	\$767,867
** September 2022	\$19.00	\$6,400,971	\$5,840,213	(\$560,758)	\$207,109

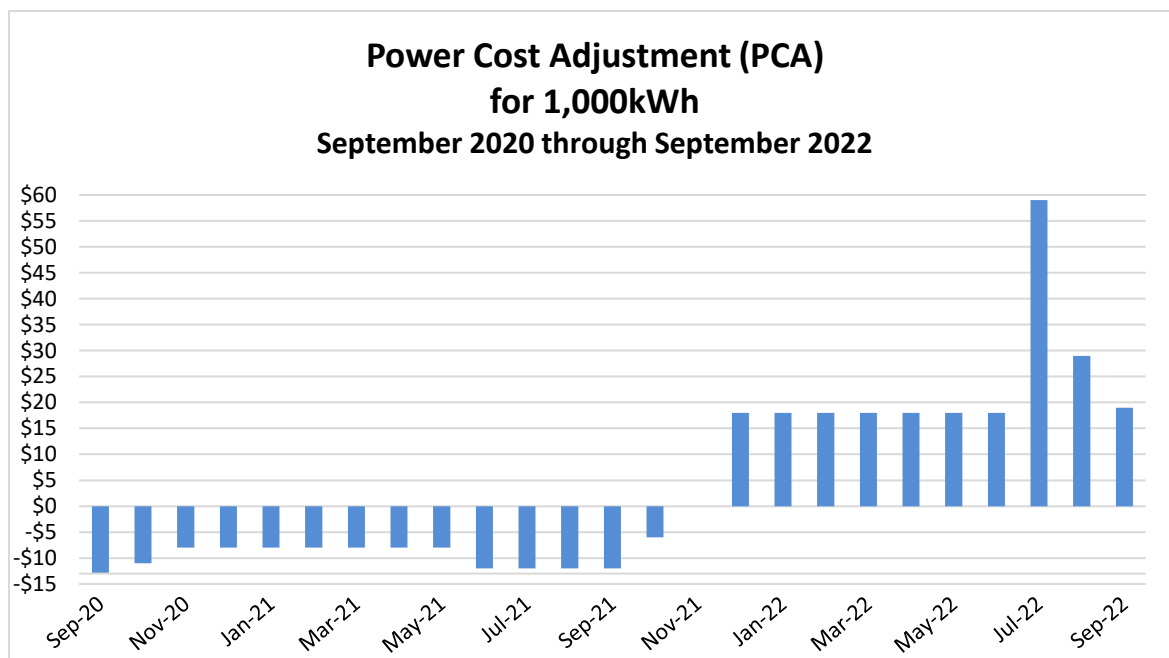
* The customer recovery per month includes \$79.522 per 1,000 kWh included in the base rate plus or minus the power cost adjustment (PCA).

** Preliminary

Presented below is a chart of FPUA's power cost recovery as compared to the amount FMPA has charged FPUA to purchase power for the past 25 months. Please note how volatile FMPA's costs have been. The cost of power purchased from FMPA for the month of September was billed to FPUA at a blended rate of \$117.20 for 1,000 kWh, an increase of \$9.12 when compared to August. FPUA recovered \$98.52 for the same time period.



* The base rate is reduced by the negative PCA, if applicable.



FMPA ALL-REQUIREMENTS ALL-IN RATE PROJECTIONS VS. ACTUAL - 60% LOAD FACTOR

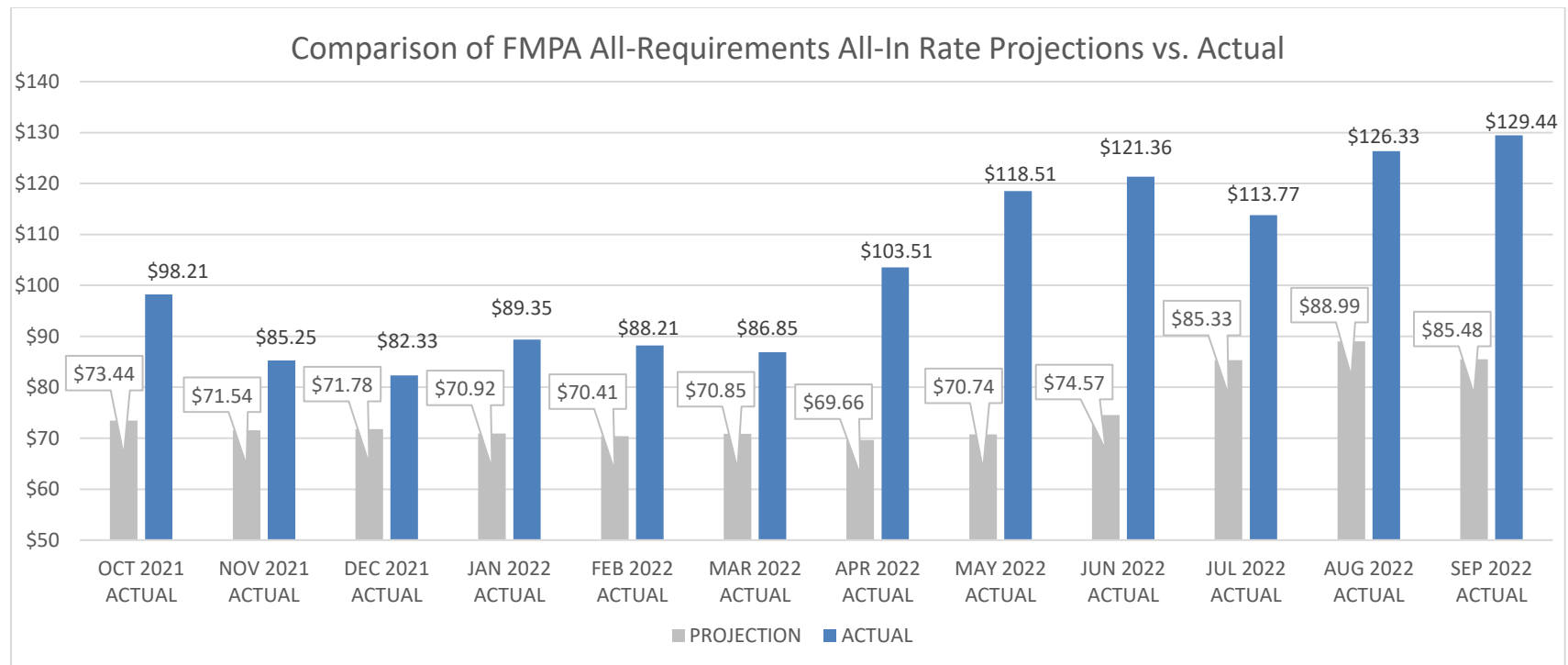
The tables below display the accuracy level of FMPA's rate projections over time compared to the actual results in the column at the right.

The variances, below or (above) projections, are shown at the bottom of the page.

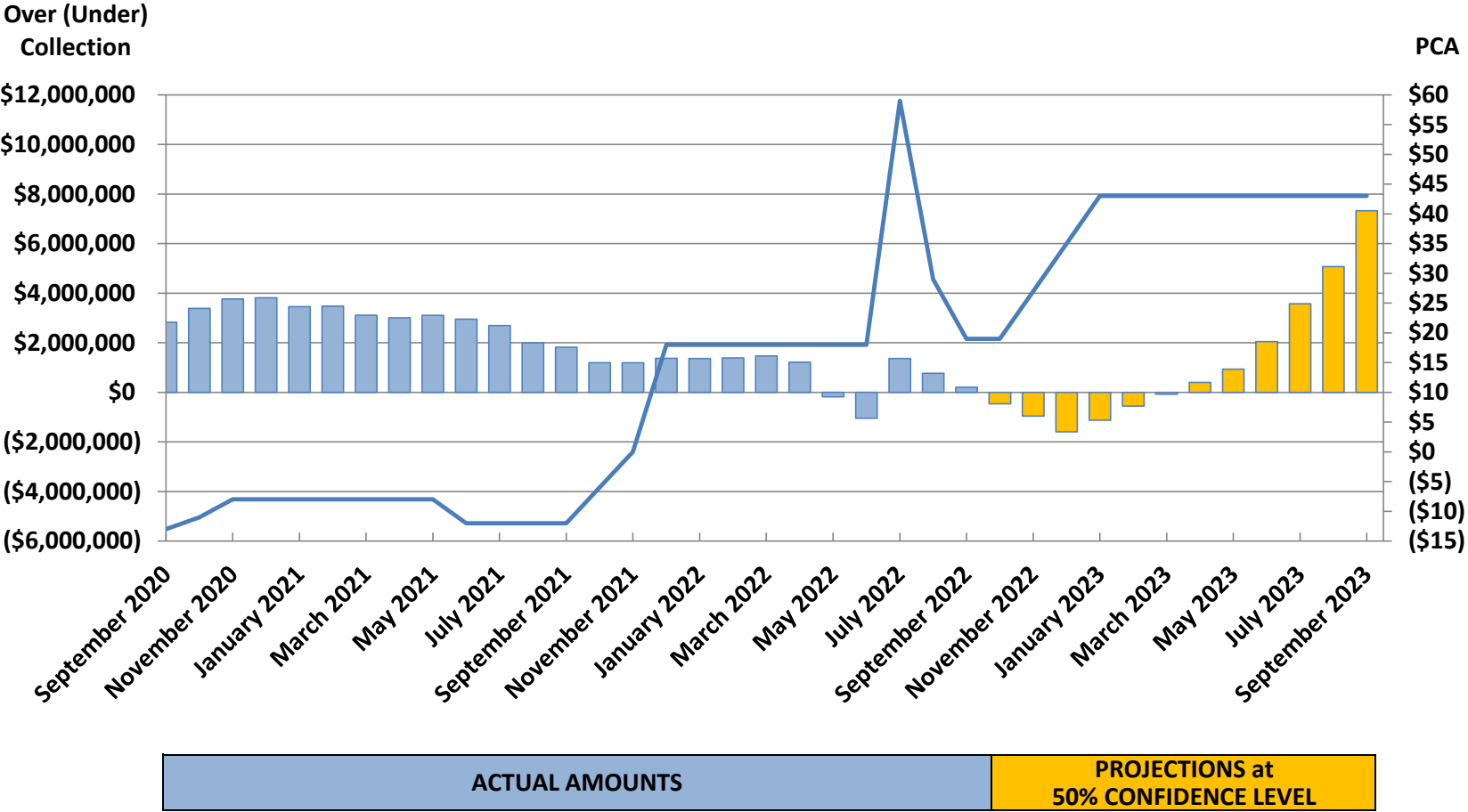
		PROJECTIONS												ACTUAL
		DATE PROJECTED												
		OCT 2021	NOV 2021	DEC 2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAY 2022	JUN 2022	JUL 2022	AUG 2022	SEP 2022	
BILLING MONTH	OCT 2021	\$ 98.21												\$ 98.21
	NOV 2021	\$ 93.43	\$ 85.25											\$ 85.25
	DEC 2021	\$ 81.19	\$ 76.97	\$ 82.33										\$ 82.33
	JAN 2022	\$ 96.34	\$ 80.15	\$ 81.59	\$ 89.35									\$ 89.35
	FEB 2022	\$ 93.88	\$ 77.63	\$ 77.11	\$ 87.03	\$ 88.21								\$ 88.21
	MAR 2022	\$ 98.51	\$ 83.64	\$ 82.65	\$ 88.30	\$ 88.85	\$ 86.85							\$ 86.85
	APR 2022	\$ 82.09	\$ 79.10	\$ 78.88	\$ 85.20	\$ 85.96	\$ 97.31	\$ 103.51						\$ 103.51
	MAY 2022	\$ 82.43	\$ 79.91	\$ 80.63	\$ 86.44	\$ 89.21	\$ 103.48	\$ 115.28	\$ 118.51					\$ 118.51
	JUN 2022	\$ 85.84	\$ 84.03	\$ 83.95	\$ 89.92	\$ 94.89	\$ 108.06	\$ 135.62	\$ 133.31	\$ 121.36				\$ 121.36
	JUL 2022	\$ 86.74	\$ 85.25	\$ 85.65	\$ 92.23	\$ 94.73	\$ 110.30	\$ 133.06	\$ 137.31	\$ 104.33	\$ 113.77			\$ 113.77
	AUG 2022	\$ 87.27	\$ 86.50	\$ 86.44	\$ 93.34	\$ 95.31	\$ 109.66	\$ 131.28	\$ 139.15	\$ 111.96	\$ 110.50	\$ 126.33		\$ 126.33
	SEP 2022	\$ 85.48	\$ 83.53	\$ 83.92	\$ 88.71	\$ 93.15	\$ 105.27	\$ 128.56	\$ 136.53	\$ 103.79	\$ 107.26	\$ 113.98	\$ 129.44	\$ 129.44

		ACTUAL RATE UNDER (OVER) PROJECTION											
		DATE PROJECTED											
		OCT 2021	NOV 2021	DEC 2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAY 2022	JUN 2022	JUL 2022	AUG 2022	SEP 2022
BILLING MONTH	OCT 2021	\$ -											
	NOV 2021	\$ 8.18	\$ -										
	DEC 2021	\$ (1.14)	\$ (5.36)	\$ -									
	JAN 2022	\$ 6.99	\$ (9.20)	\$ (7.76)	\$ -								
	FEB 2022	\$ 5.67	\$ (10.58)	\$ (11.10)	\$ (1.18)	\$ -							
	MAR 2022	\$ 11.66	\$ (3.21)	\$ (4.20)	\$ 1.45	\$ 2.00	\$ -						
	APR 2022	\$ (21.42)	\$ (24.41)	\$ (24.63)	\$ (18.31)	\$ (17.55)	\$ (6.20)	\$ -					
	MAY 2022	\$ (36.08)	\$ (38.60)	\$ (37.88)	\$ (32.07)	\$ (29.30)	\$ (15.03)	\$ (3.23)	\$ -				
	JUN 2022	\$ (35.52)	\$ (37.33)	\$ (37.41)	\$ (31.44)	\$ (26.47)	\$ (13.30)	\$ 14.26	\$ 11.95	\$ -			
	JUL 2022	\$ (27.03)	\$ (28.52)	\$ (28.12)	\$ (21.54)	\$ (19.04)	\$ (3.47)	\$ 19.29	\$ 23.54	\$ (9.44)	\$ -		
	AUG 2022	\$ (39.06)	\$ (39.83)	\$ (39.89)	\$ (32.99)	\$ (31.02)	\$ (16.67)	\$ 4.95	\$ 12.82	\$ (14.37)	\$ (15.83)	\$ -	
	SEP 2022	\$ (43.96)	\$ (45.91)	\$ (45.52)	\$ (40.73)	\$ (36.29)	\$ (24.17)	\$ (0.88)	\$ 7.09	\$ (25.65)	\$ (22.18)	\$ (15.46)	\$ -

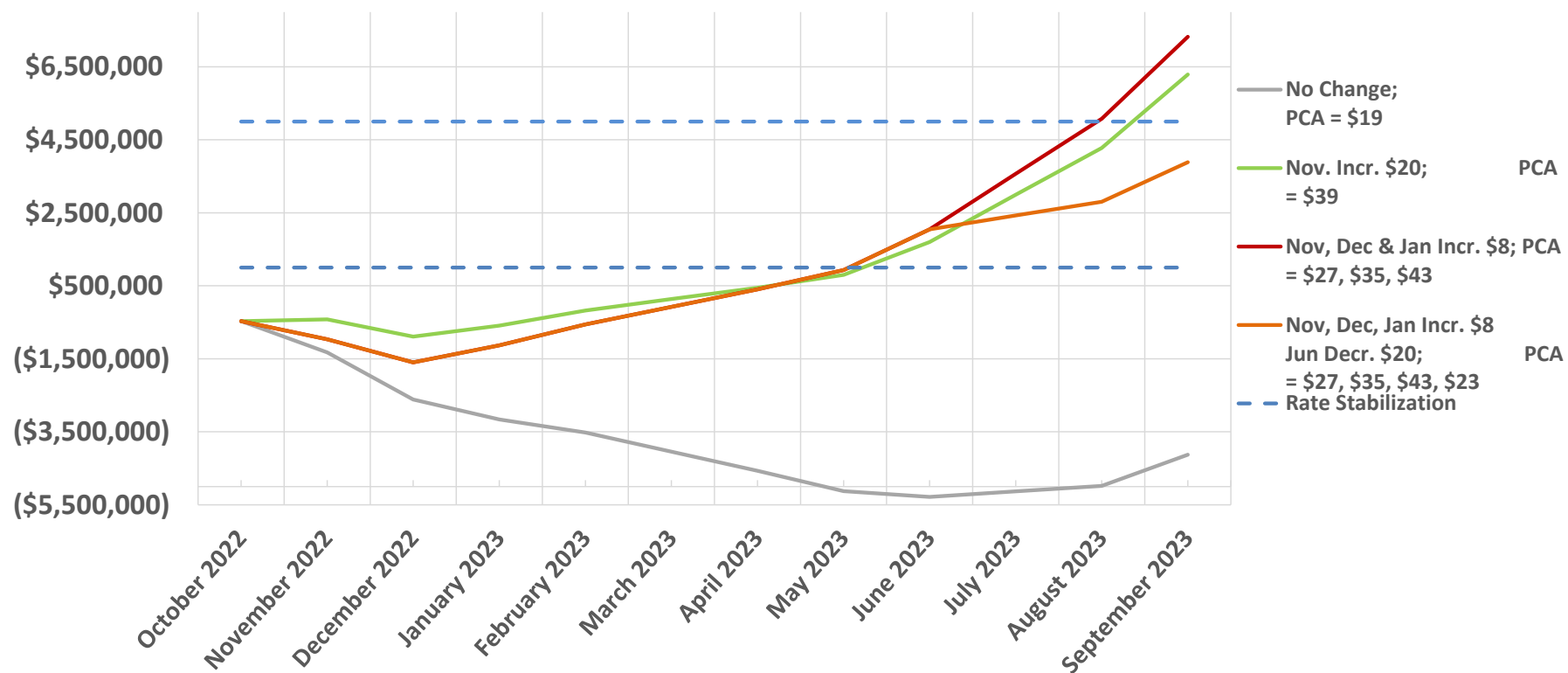
Presented below is a comparison of FMPA All-Requirements Projections vs. Actual, as previously presented to the FPUA Board monthly, but in a different format. The rate projections displayed below were prepared 11 months prior. For example, in March 2021, the February 2022 rates were projected to be \$70.41; actual rates were \$88.21. The projected rates were provided by FMPA for members with a 60% load factor, based on 50% confidence. Because FPUA's load factor varies, the actual rates presented below are at a 60% load factor, and are not the rates actually paid by FPUA each month. The projections presented below, on average, are 26.0% lower than the actuals.



Power Cost Adjustment and Over (Under) Collection



Comparison of Projected Power Cost Adjustment Over (Under) Recovery



Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



Board Submission Form

10/11/2022

Department: 21 - Finance

Board Meeting Date: 10/18/2022

Item Type: Regular, Contract Agreement

Subject: Arbitrage Reporting and Consulting Services

Recommendation:

POA 22-21-06 for Arbitrage services. Approve the agreement with Integrity Public Finance Consultants of Jacksonville, Florida for arbitrage consulting services. The agreement is for five years, with annual renewals.

Reviewed By Attorney:

Funds Available From: No Funds Needed X Budgeted Contingency

Approvals:

System Director: MIKA, BARBARA A. Oct 6 2022 10:58AM

Director of Finance: MIKA, BARBARA A. Oct 6 2022 10:58AM

Director of Utilities: CISNEROS, JAVIER Oct 6 2022 3:43PM



Memorandum

TO: Javier Cisneros, P.E., Director of Utilities
THROUGH: Barbara A. Mika, Director of Financial Admin.
FROM: Michele S. Harris, Finance Manager
DATE: October 13, 2022
SUBJECT: **Arbitrage Reporting and Consulting Services**
PRESENTER(S): Barbara Mika

RECOMMENDATION:

POA 22-21-06 for Arbitrage services. Approve the agreement with Integrity Public Finance Consultants of Jacksonville, Florida for arbitrage consulting services. The agreement is for five years, with annual renewals.

SUMMARY/SUPPORTING INFORMATION

The issuance of new debt this past year for our Utilities Refunding and Revenue Bonds Series 2022A and 2022B has introduced post issuance compliance requirements. The Internal Revenue Code, 148 contains a variety of restrictions for tax-exempt bonds, including tougher rules for arbitrage.

Arbitrage is the spread between the tax-exempt borrowing rate for our outstanding bonds and the taxable earnings rate received on our investment of those proceeds. When taxable investments generate a yield in excess of tax-exempt borrowing rate, the dollar value of the difference must be paid back to the IRS as a rebate. The calculation of this rebate if any is complicated and at first, staff wishes to secure an expert in the field. This initial consulting arrangement will set the ground work for transitioning this task to internal staff.

ALTERNATIVES (IF ANY):

Calculate the arbitrage utilizing internal staff.

ATTACHMENTS:

Engagement Letter (Board Ready)

September 22, 2022

Ms. Barbara Mika
Director of Financial Administration
Fort Pierce Utilities Authority
500 Boston Avenue
Fort Pierce, FL 34950

Dear Ms. Mika:

This agreement, including Exhibits (collectively, the "Agreement"), sets forth the terms and conditions under which Integrity Public Finance Consulting LLC ("we" or "Integrity") will perform certain services described herein (the "Services") and work for Fort Pierce Utilities Authority ("you" or "Client") as they relate to your bonds listed on Exhibit A (the "Bonds").

I. Scope of Services – Arbitrage Rebate

Integrity will in performance of the Services prepare a computation to determine the required rebate, if any, to the United States of amounts earned in excess of what is allowed for the Bonds (the "Rebate Amount") under §148(f)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). The Rebate Amount is the excess of the amount earned on all nonpurpose investments purchased with gross proceeds of the Bonds over the amount that would have been earned if such investments were invested at the yield on the issue.

The scope of the Service will include preparation of a "Rebate Report" for the Bonds containing detailed schedules supporting the computation of the Rebate Amount, if any, computed in accordance with the Code and related regulations (the "Arbitrage Regulations"). Additionally, if a remittance is due, a completed Internal Revenue Service Form 8038-T and filing instructions will be provided.

The ability of Integrity to perform the Services depends on the Client timely providing, or causing to be provided timely to Integrity, all data, information and resources reasonably required by Integrity to perform the Services. All such data and information shall be true, correct and complete in all material respects and not omit any material fact necessary to make any other data or information provided to Integrity not false or misleading. The Services and any other work shall be based solely upon such data, which identifies specific amounts subject to rebate. Integrity may rely on all such data and information. Integrity will not evaluate, nor will it have any responsibility to verify independently, the accuracy or completeness thereof or the sufficiency of such data and information for the Client's purposes.

In preparing the calculations of the Rebate Amount, Integrity will review applicable accounts to determine if they hold gross proceeds of the Bonds subject to rebate. As part of this review, we will determine if certain gross proceeds qualify for exemption from the rebate requirements. Specifically, we will determine if gross proceeds qualify for any of the Spending Exceptions under the Arbitrage Regulations, and we will determine if the Debt Service Fund constitutes a "bona fide debt service fund", as such term is defined in the Arbitrage Regulations. If the Debt Service Fund fails to meet the "bona fide debt service fund" requirements, the investment of amounts in the Debt Service Fund must be included in the calculation of the Rebate Amount. This will require work outside the scope of the Services, and, as described in the Fees and Expenses section of this Agreement, an additional fee will be charged for calculations involving Debt Service Funds that do not constitute "bona fide debt service funds". Once the applicable funds are identified, we will review cash flows from investments which were purchased with gross proceeds of the

Bonds held in the applicable accounts. As prescribed by the Arbitrage Regulations, the includable cash flows are future valued to a date selected by Client (the "Computation Date") using the yield on the Bonds to determine the Rebate Amount. Applicable computation credits permitted by the Arbitrage Regulations are also included in the computations.

II. No Coordination with Private Activity Regulations

The purpose of our engagement and scope of Services is to determine the Rebate Amount pursuant to the Code. Sections 141-147 of the Code and related regulations set forth requirements with respect to the amount of bond proceeds that may be used for the benefit of a private person or entity. Treasury Regulations Section 1.141-6(a) requires that allocations of expenditures of bond proceeds for purposes of computing the Rebate Amount must be the same as the allocations of expenditures used to test the private use of projects financed with proceeds of the Bonds.

For purposes of calculating the Rebate Amount, our calculations assume that the allocations of expenditures of the Bond proceeds as provided to us by you are the same for both purposes of Sections 141-147 and Section 148 of the Code. The scope of Services does not include procedures to analyze the private use limitations associated with the Bonds.

III. Fees and Expenses

Our base fees to prepare the rebate computations for the Bonds will be per Analysis Period as set forth in Exhibit A. A "Bond Year" represents a one-year period from the delivery date of the Bonds and each subsequent anniversary date of the delivery of the Bonds or shorter period if selected by the issuer. An additional amount equal to 10% of our fees will also be charged for administrative expenses. The Client's obligation to pay Integrity's fees and expenses is not contingent upon the results of the Services. An invoice will be issued at the time the completed Rebate Report is sent to you and is payable upon receipt.

If you request changes to the scope of the Services or if changes are required by then applicable law, regulation or professional requirements, schedule delays or other events beyond Integrity's reasonable control, but without its fault or negligence (collectively, "Change Events"), the parties shall equitably adjust Integrity's fees and/or timing of performance for the Services. A party shall be excused from default or delay in the performance of its obligations under this Agreement (other than payment obligations) to the extent caused by one or more Change Events.

If Integrity is required by government regulation, subpoena, or other legal process to produce documents or personnel as witnesses with respect to the Services or this Agreement, the Client shall, so long as Integrity is not a party to the proceeding in which the information is sought, reimburse Integrity for its professional time and expenses, as well as reasonable attorneys' fees and expenses, including the allocable cost of in-house counsel, incurred in responding to such requests.

To the extent data provided by Client does not specifically identify amounts subject to rebate, or the yield on the Bonds is not computed under Section 1.148-4(b) of the Arbitrage Regulations for fixed yield issues, certain additional services (the "Additional Services") may be required. Additional fees will be charged for such Additional Services, as described below, at a rate of \$500.00 per additional service per Bond Year. Additional Services include, but are not limited to: (1) allocations required for bond proceeds invested in commingled funds, (2) calculations related to the universal cap rules, (3) transferred proceeds calculations due to refunding transactions, (4) variable rate yield computations, and (5) computations relating to qualified hedges. If gross proceeds are subject to the yield restriction requirements of the Code and Arbitrage Regulations or computations for purposes of a delinquent IRS filing are required (so long as

Integrity has no fault in the delinquency), additional fees to be determined at the time of service may also apply.

Integrity relies upon data provided by the Client in the performance of its computations. Fees quoted herein for the Services or quoted for other work assume that all necessary data is well documented, organized and provided in a timely manner. If data transmission or documentation results in inefficiencies or the unanticipated or excessive use of resources, additional fees and expenses may be charged. Integrity will discuss these additional fees and expenses with the Client prior to their being billed.

IV. Term of the Agreement

This Agreement will commence on the date hereof and have a term of five years, which will be extended at each anniversary date of this Agreement for one year unless a party gives notice of an intent not to extend the term. This Agreement may be terminated by either party with 30 days written notice to the other party with or without cause. Termination shall not cancel provisions hereof relating to dispute resolution, limitation of liability, notice, indemnity or relieve a party of accrued liabilities. The Client shall pay for work-in-progress, completed Services and expenses incurred by Integrity through the effective date of any termination.

V. Indemnity

To the fullest extent permitted by applicable law, the Client shall indemnify and hold harmless Integrity and their respective assignees, subcontractors, members, shareholders, directors, officers, managers, partners, employees, agents and consultants (collectively, "Indemnities"), from and against all (A) claims and causes of action, pending or threatened, of any kind (whether based on contract, tort or otherwise) by third parties, including any affiliate of the Client, related to or arising out of (1) the use, disclosure of or reliance on, any Rebate Reports or any other portion, abstract or summary thereof by any person or entity that obtains access to it, directly or indirectly, from, through or at the request of the Client, or (2) the Client's failure to provide timely, accurate and complete information and resources as necessary for Integrity to perform the Services in accordance herewith (collectively, "Claims") and (B) liabilities, losses, damages, costs and expenses (including, without limitation, reasonable outside attorneys' fees and the allocable costs of in-house counsel) suffered or incurred by any of the Indemnities in connection with any Claims.

VI. Limitation of Liability

To the fullest extent permitted by applicable law, the total aggregate liability of Integrity under this Agreement shall be limited to penalty and/or interest imposed on the Client by the United States Internal Revenue Service on any additional Rebate Amount that results from a proven error by Integrity in rendering the Services and other work. The Client, and not Integrity, shall be responsible for paying the correct Rebate Amount due and any penalty and/or interest imposed on the Client not resulting from a proven error by Integrity.

Integrity and Client each acknowledges and agrees that neither party will, in any event, be liable to the other, for any reason, for any consequential, incidental, indirect, special, punitive, exemplary or indirect damages, including, without limitation, loss of profits, revenue, data, use of money or business opportunities, regardless of whether notice has been given or there is an awareness that such damages have been or may be incurred.

VII. Technical Elements

In performing the Services and work, Integrity may use certain data, tools, models, methodologies, programs, applications, systems, analysis frameworks, practices, and specifications developed or used by Integrity or its licensors, or to which Integrity otherwise has rights, including enhancements and improvements developed in the course of performing the Services and work (collectively, "Technical Elements"). The Client shall have no rights in or to the Technical Elements, except with respect to Technical Elements owned by Integrity solely to the extent necessary for the Client to use the Rebate Reports as permitted by this Agreement. Integrity retains all right to use its knowledge, experience and know-how, including the Technical Elements, in providing services to other clients.

Integrity shall own all work papers prepared by it to document, in accordance with professional obligations, performance of the Services, and it may retain, in confidence, copies of reports and other documents prepared by it.

VIII. Confidential Information

Except as otherwise provided in this Agreement, without the prior written consent of the other party, neither party shall disclose Confidential Information (as defined below) of the other received in connection with the performance of the Services. The recipient shall use the same degree of care that it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing party. Neither party shall have any obligation under this section with respect to any information that (1) is, at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the recipient in violation of this Agreement, (2) is subsequently learned from a third party that, to the knowledge of the recipient, is not under an obligation of confidentiality to the disclosing party, (3) was known to the recipient at the time of disclosure, as can be demonstrated by contemporaneous written evidence, (4) is generated independently by the recipient without reference to the Confidential Information of the disclosing party, as can be demonstrated by contemporaneous written evidence, or (5) is disclosed pursuant to applicable law, regulation, subpoena, other legal process or professional requirements or in connection with the enforcement of the recipient's rights under this Agreement.

For purposes of this section, Confidential Information shall mean (1) this Agreement, (2) its contents, and (3) proprietary information, relating to the business, operations, methodologies, technologies, personnel, customers, vendors, financial condition or procedures of a party that is not generally known to the public and that, under all of the circumstances, is commonly treated as confidential and/or proprietary.

Information relating to the arbitrage rebate calculations we provide to you, including communications between us and material we create in the course of providing that advice, may be privileged and protected from disclosure to the Internal Revenue Service. Should the Internal Revenue Service seek disclosure from us of written or oral communications relating to such advice, we will notify you.

Integrity shall own all work papers prepared by it to document, in accordance with professional obligations, performance of the Services, and it may retain, in confidence, copies of reports and other documents prepared by it. The Rebate Report and other documents delivered by us to you are for your sole use and may not be relied upon by any other person.

Notwithstanding anything contained herein to the contrary, Integrity may transmit information to the Client or its representatives by e-mail, over the Internet. Until the Client specifically instructs Integrity in writing not to transmit information in such manner, any breach of confidentiality that occurs thereby shall not be deemed a breach of Integrity's obligations under this section.

IX. Municipal Advisory Services Not Performed

Under this Agreement Integrity is not acting as a municipal advisor nor does it owe a fiduciary duty to Client pursuant to Section 15B of the Securities Exchange Act of 1934, as amended by Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Under no circumstances will Client request Integrity to provide, and Integrity will not in fact provide or be required to provide, any municipal advisory services pursuant to this Agreement. During the term of the Agreement, Client will cooperate with Integrity to ensure that the Agreement and the services to be provided by Integrity hereunder, are interpreted by the parties, and if necessary amended, in a manner intended to ensure that Client is not asking Integrity to provide, and Integrity is not in fact providing or required to provide, any municipal advisory services.

X. Additional Matters

The Client represents and warrants to Integrity that its governing body has authorized the Client to enter into, be bound by and perform this Agreement, and the person signing this Agreement for it is expressly authorized to execute it on behalf of, and to bind, the Client.

Any dispute or claim arising out of or relating to the Services or this Agreement shall be resolved by the procedure set forth in Exhibit B. All proceedings shall take place in Jacksonville, Florida. Judgment on any arbitration award may be entered in any court having jurisdiction.

Integrity will provide the Services and other work to the Client as an independent contractor. Nothing contained in this Agreement shall create an employment or principal-agent relationship or joint venture between Integrity and the Client. Neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

Integrity is a wholly-owned subsidiary of Bryant Miller Olive P.A., a law firm with its principal office located in Tallahassee, Florida. Notwithstanding the foregoing, Integrity is not engaged in the practice of law and therefore does not provide legal services, advice and representation. The Services and work performed by Integrity do not constitute nor shall be deemed to be the practice of law. The existence of this Agreement does not prevent Client from retaining Bryant Miller Olive P.A. to provide legal services in connection with the Bonds. Moreover, this Agreement does not prevent Bryant Miller Olive P.A. from representing third parties involved in the Bond issue as, including but not limited to, third parties acting as underwriter, trustee, insurer, paying agent, swap counterparty, letter of credit issuers, remarketing agent, or in any other capacity.

None of a party's rights, obligations or claims under or with respect to this Agreement or the Services may be assigned, in whole or in part, by such party without the prior written consent of the other party. The provisions of this Agreement shall operate for the benefit of the parties hereto and not third party, provided that this Agreement may be enforced by, any assignee or subcontractor that is providing any of the Services as permitted hereby.

Notices required or permitted under this Agreement shall be in writing. Notices to the Client shall be sent to the address above and notices to Integrity shall be sent to our office address. Notices will be effective upon delivery in person, by registered mail or recognized overnight courier.

This Agreement constitutes the entire agreement between the Client and Integrity, and supersedes all prior and contemporaneous communications, with respect to the Services and the other matters contemplated by this Agreement. This Agreement may not be modified except in a writing signed by both parties. If any

provision of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or part, the other provisions shall remain in full force and effect.

If the terms of this letter are satisfactory, please sign one copy of this Agreement acknowledging our agreement and return it in the enclosed envelope. We very much appreciate the opportunity to serve you. If you have any questions, please contact Laurie Scott at (904) 652-0790.

Very truly yours,

Integrity Public Finance Consulting

Acknowledged:

ATTEST:

FORT PIERCE UTILITIES AUTHORITY

Secretary
(FPUA Seal)

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: *P N Kn*
Fort Pierce Utilities Authority Attorney

Exhibit A
Fees

Professional fees for Services described herein will be billed per issue per Analysis Period at the rates shown below. A setup fee of \$225 will also be assessed for the initial computation per issue. A report of findings including a firm opinion and applicable supporting schedules will be provided upon the conclusion of our analysis. If a payment is due to the IRS, Form 8038-T and instructions for filing will be provided at no additional cost.

Issue	Analysis Period	Fee
\$34,800,000 Fort Pierce Utilities Authority of the City of Fort Pierce, Florida Utilities Refunding Revenue Bonds, Series 2009	12/15/09 – 12/15/14 12/15/14 – 12/15/19 12/15/19 – 7/11/22	\$4,750 (single fee for 3 reports)
\$9,545,000 Fort Pierce Utilities Authority of the City of Fort Pierce, Florida Utilities Refunding Revenue Bonds, Series 2016	3/4/16 – 3/4/21 Annually each 9/30 *	\$4,000 \$1,450
\$143,500,000 Fort Pierce Utilities Authority of the City of Fort Pierce, Florida Utilities Refunding and Revenue Bonds, Series 2022A and \$2,550,000 Fort Pierce Utilities Authority of the City of Fort Pierce, Florida Utilities Revenue Bonds, Series 2022B	6/21/22 – 9/30/22 Annually each 9/30 *	\$2,475 \$2,200

*Beginning 9/30/23

Exhibit B
Dispute Resolution Procedures

Mediation

Prior to commencing arbitration of a dispute, claim or controversy arising out of, relating to or in connection with the Services, work or this Agreement, a party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the CPR Institute for Dispute Resolution ("CPR") shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties. The mediation conference will be held in Fort Pierce, Florida. All communications related thereto shall be treated as a settlement discussion and shall therefore be confidential. Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

Arbitration

If the parties have not resolved the dispute, claim or controversy within 90 days after written notice beginning mediation, the mediation shall terminate and the dispute shall be resolved by arbitration. Arbitration of a dispute will be conducted in accordance with the procedures in this Agreement and the CPR Rules for Non-Administered Arbitration ("Rules").

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. Damages that are inconsistent with the remedies permitted under the Agreement shall be unavailable in arbitration or any other forum.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



Board Submission Form

10/12/2022

Department: 31 - Dir. of Utility Support Svcs

Board Meeting Date: 10/18/2022

Item Type: Contract Agreement

Subject: GRANT AGREEMENT FOR DEED INTERNSHIP

Recommendation:

Approve Scholarship Agreement with the American Public Power Association (APPA), for the Demonstration of Energy & Efficiency Developments (DEED) program grant, in an amount not to exceed \$5,000, for a student intern to work with the Public Affairs & Sustainability department for the period from October 4, 2022 to February 28, 2023 or sooner.

Reviewed By Attorney: No

Funds Available From: X No Funds Needed Budgeted Contingency

Approvals:

System Director:	<u>RETFERFORD, DANIEL PAUL</u>	<u>Oct 12 2022 9:35AM</u>
Director of Finance:	<u>MIKA, BARBARA A.</u>	<u>Oct 12 2022 10:22AM</u>
Director of Utilities:	<u>CISNEROS, JAVIER</u>	<u>Oct 12 2022 2:05PM</u>



Memorandum

TO: Javier Cisneros, P.E., Director of Utilities
FROM: Daniel Paul Retherford, Director of Util Support Svcs.
DATE: October 13, 2022
SUBJECT: GRANT AGREEMENT FOR DEED INTERNSHIP
PRESENTER(S): Rachel Tennant

RECOMMENDATION:

Approve Scholarship Agreement with the American Public Power Association (APPA), for the Demonstration of Energy & Efficiency Developments (DEED) program grant, in an amount not to exceed \$5,000, for a student intern to work with the Public Affairs & Sustainability department for the period from October 4, 2022 to February 28, 2023 or sooner.

SUMMARY/SUPPORTING INFORMATION

FPUA's Public Affairs team wants to draw on student support to improve, among other things, our digital presence. Every year APPA's DEED program offers opportunities for Public Power Utilities to apply for grants, scholarships, and internships for its members to enhance energy efficiency in its communities. FPUA applied for and received notification that it was awarded an internship grant to assist the Public Affairs team in the continued effort to communicate with our public. The intern will assist with developing a digital communications strategy including aligning our various social media profiles for similar branding (Facebook, Twitter, LinkedIn), identifying our target audience in each, and preparing communications.

ALTERNATIVES (IF ANY):

Do not approve the Agreement and remove our name from the funding for this year. Staff does not recommend this option as it may affect future grant opportunities.

ATTACHMENTS:

Signed internship agreement

Demonstration of Energy & Efficiency Developments (DEED) Scholarship Agreement
Fort Pierce Utilities Authority
CS-2591: Public Outreach & Education Intern

WHEREAS, the Board of Directors of the American Public Power Association (hereinafter "APPA") has established the Demonstration of Energy & Efficiency Developments ("DEED") program with the purpose to sponsor and conduct activities related to energy innovation, which would assist local publicly owned electric/energy utilities in maintaining high quality and economical energy services to their consumers; and

WHEREAS, , hereinafter "student" has submitted through the Fort Pierce Utilities Authority (hereinafter "sponsoring utility") a student internship proposal, with data including a project description and schedule, together with supporting technical material; and

WHEREAS, the DEED Board of Directors has found the proposed internship to be meritorious and worthy of a DEED scholarship from APPA/DEED, it is agreed that:

1. **Funding.** On receipt of an invoice, payment of scholarship funds will be made by APPA/DEED, in the following manner, to Fort Pierce Utilities Authority for disbursement to the student:
 - a. \$1,000 will be paid when the scholarship contract agreement is executed
 - b. \$1,500 when the student is half-way through the internship, as determined by the utility sponsor, and an acceptable summary of the student's accomplishments are approved by the DEED Administrator; and
 - c. \$1,500 will be paid upon satisfactory completion of the internship and receipt of the final deliverables and two-page summary abstract.
 - d. Internships include travel expenses of up to a maximum of \$1,000 for a student to attend and share scholarship results at an APPA or public power focused conference (such as an APPA member State Association or Joint Action Agency conference). The DEED Administrator must approve the student's travel arrangements. The student must submit original expense receipts after the conference in order to be reimbursed. Appropriate expenses include: conference registration fees, transportation fees (parking, taxi, air fare),

hotel stay, and meals. No alcohol or entertainment expenses will be reimbursed. Travel may commence after submission of the mid-point report, but must be completed within 12 months of completing the internship.

e. DEED scholarships will not fund administration or overhead.

2. **Project and Project Personnel.** The internship to be undertaken by the student will be as more fully described in the proposal appended hereto as part of this agreement. The proposal, as well as the document “DEED Student Internship Requirements” which includes a checklist of requirements to complete the DEED Internship and instructions for completing a summary abstract and final report, are incorporated herein by reference and made a part of this Agreement. In the event of a discrepancy, this Agreement takes precedence.

3. **Utility Coordinator.** It is understood that the utility coordinator on this internship is:

Rachel Tennant, Public Affairs & Sustainability Manager

4. **Responsibilities.** It is the responsibility of the sponsoring utility to:

- (a) be a current DEED member at the time of sponsorship;
- (b) maintain DEED membership throughout the internship term;
- (c) make payments to the student in accordance with federal and state tax regulations.
- (d) review the student’s internship update when the project is 50% completed, in the form of a summary according to directions in the document “DEED Internship Requirements.” This update will be posted to the DEED project database, located on APPA’s website for viewing by DEED members;
- (e) submit electronic copies of internship photos taken during the course of the scholarship term to DEED@PublicPower.org. Photos may be used by APPA/DEED for promotional purposes and grantee grants non-exclusive rights to APPA/DEED for use of submitted photos; and
- (f) supervise completion of the internship, by 02/2023, in a diligent and professional manner.

5. **Project Changes.** The student shall promptly notify the sponsoring utility and DEED of any and all proposed major internship changes, including any acceleration or deceleration in the time of performance of the work.

6. **Termination.** The student shall not terminate the internship except for good cause. If DEED finds that the student has terminated the internship without good cause, then all project deliverables developed to date will be delivered and the student will forfeit any balance of the scholarship.

7. **Press release.** Press releases and other public dissemination of information by the student/sponsoring utility shall acknowledge DEED support of the internship.

8. **Reports.** The student, under the mentorship of the sponsoring utility, shall prepare and submit to APPA: (1) an acceptable final report relating to the conduct and results of the approved internship, (2) a summary abstract as described by APPA, and (3) any other deliverable as described in the scholarship proposal.

9. **Limited License.** The Student and Utility Sponsor hereby grants APPA a nonexclusive, royalty-free, perpetual, worldwide, irrevocable license to use, copy, publish, create derivative works, distribute, market and support, in all mediums including APPA's website, all information, materials and work product, including reports, abstracts, documentation, and other deliverables, created pursuant to this Agreement (collectively, the "Work"). Any software programs developed by the student during the course of the internship, or substantially modified for use in the internship shall be supplied to APPA.

10. **Indemnifications.** It is understood that this DEED scholarship agreement is not a joint venture and that neither the student, nor sponsoring utility are agents of APPA/DEED. Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents.

IN WITNESS WHEREOF, the parties hereto have executed this contract, effective as of the following date: _____.

American Public Power Association, DEED Program

Print Name: _____ Signature: _____

Title: _____ Date: _____

Fort Pierce Utilities Authority

Print Name: Frank H. Bee, Jr. Signature: 

Title: FPUA Chairman Date: 10-5-22

Student Contact Information:

Name: Maddie Deka

Signature:  Date: 10/11/22

Educational Institution: Indian River State College

Student's Address: 2449 SE Sidonia St Port St Lucie, FL 34952

E-mail address: Maddiede2000@gmail.com Telephone: 203 417 3393

University Contact Information:

To aid in university communication, please provide the contact information of the individual best suited to help APPA promote the student internship award at the university and/or the department.

Name: _____

Title and Department: _____

E-mail address: _____ Telephone: _____

Contract 3

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



Board Submission Form

10/11/2022

Department: 56 - Electric & Gas Engineering

Board Meeting Date: 10/18/2022

Item Type: Regular, Contract Agreement

Subject: Electric Underground Unit Price Contract

Recommendation:

ITB 22-06: Approve the Award of Bid and Contract for the Electrical Underground Unit Price Contract with MasTec North America, Inc., of Coral Gables, FL, in an amount not to exceed \$750,000 annually. The initial term of this Contract will be from October 5, 2022 through September 30, 2023, with four one-year renewal options, contingent on receiving the required Certificate(s) of Insurance.

Reviewed By Attorney:

Funds Available From: X No Funds Needed Budgeted Contingency

Approvals:

System Director:	<u>CRAWFORD, CRAIG A.</u>	<u>Sep 20 2022 9:32AM</u>
Director of Finance:	<u>MIKA, BARBARA A.</u>	<u>Oct 4 2022 10:56AM</u>
Director of Utilities:	<u>CISNEROS, JAVIER</u>	<u>Oct 6 2022 4:11PM</u>



Memorandum

TO: Javier Cisneros, P.E., Director of Utilities
THROUGH: Craig A. Crawford, Director of Elec & Gas Systems
FROM: Eric D. Meyer, Supervising Engineer
DATE: October 13, 2022
SUBJECT: Electric Underground Unit Price Contract
PRESENTER(S): Eric Meyer

RECOMMENDATION:

ITB 22-06: Approve the Award of Bid and Contract for the Electrical Underground Unit Price Contract with MasTec North America, Inc., of Coral Gables, FL, in an amount not to exceed \$750,000 annually. The initial term of this Contract will be from October 5, 2022 through September 30, 2023, with four one-year renewal options, contingent on receiving the required Certificate(s) of Insurance.

SUMMARY/SUPPORTING INFORMATION

FPUA's electric system contains both overhead and underground power lines to serve its customers. FPUA's internal resources have the means to construct overhead power lines, but lack the necessary means to fully complete underground power line projects. This is mainly due to the significant capital required to build underground power lines by ways of directional boring and conduit/cable installation. As our recent underground unit price contract has expired, a new unit price contract is required in order to continue the build of underground power lines.

The Invitation to Bid (ITB) was uploaded to DemandStar April 15, 2022, and was advertised on April 21 and 28, 2022, with the opening at 10:15AM on August 10, 2022. The ITB was sent to 1361 vendors. Thirty-four (34) vendors requested specifications with six (6) responding and four (4) no bids, resulting in a 29% response rate. Subsequently, on September 2, 2022, FPUA submitted a Best and Final Offer to the three (3) compliant

vendors. One (1) local vendor responded and two (2) vendors declined the BAFO. A recommendation was received from the Electric & Gas Supervising Engineer on September 16th, 2022 to request authorization from the Board to accept the bid from MasTec North America, Inc.

ALTERNATIVES (IF ANY):

Do not approve. This is not recommended due to the current labor shortage and supply chain constraints that could cause multiple FPUA customer-driven and system improvement projects to be delayed considerably. Also, an underground unit price contract is greatly needed to support local FPUA resources with these construction projects and provide additional tooling and expertise for project completion.

ATTACHMENTS:

Bid Tabulation

FPUA Contract (Board Ready)

**FORT PIERCE UTILITIES AUTHORITY AGREEMENT
FOR
ELECTRIC UNDERGROUND UNIT PRICE CONTRACT**

Agreement is made this between Fort Pierce Utilities Authority (FPUA) and MasTec North America, Inc., of the City of Coral Gables, State of Florida, hereinafter referred to as Contractor.

The parties to this Agreement in consideration of the mutual covenants and stipulations set out herein agree as follows:

Section 1

Contractor shall be defined as an individual, firm, or corporation having a direct contract with FPUA or with any other subcontractor in the performance of a part of the work contracted for under the terms of Contractor's direct contract with FPUA. Terms used in this Agreement, which are defined in the Standard General Conditions of the Construction Contract (Standard General Conditions), shall have the meanings assigned to them in the Standard General Conditions or as modified in the Supplementary Conditions.

Section 2

Contractor is hereby contracted with to perform the following services: Installation and/or repair of electric underground facilities in accordance with Bid No. ITB 22-06, attachment B AND FEMA Addendum 00510A appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Agreement.

Section 3

The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: FPUA electric service territory

Section 4

The job upon which Contractor is to perform the services shall be referred to as the Electric Underground Unit Price Contract, Bid No. ITB 22-06 job.

Section 5

Contractor shall be paid by FPUA in the following manner: Task Orders with Monthly Progress Payments and in accordance with the Local Government Prompt Payment Act, Sections 218.70-79. The calculations shall begin using the date the invoice was received. Invoices should be sent to AP@FPUA.com or may be mailed to FPUA Attn: Accounts Payable, PO Box 3191, Fort Pierce, Florida 34948-3191.

Total annual job price: not to exceed \$750,000.00 (Seven hundred fifty thousand dollars and no cents) annually, on the terms contained in Contractor's said Bid for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Agreement.

Section 6

Contractor shall, under no circumstances, look to FPUA to provide any labor or equipment for Contractor. Contractor shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Contractor. Property of any kind that may be on the premises, which are the site of the performance of this Agreement, during the performance of this Agreement, shall be at the sole risk of Contractor.

Section 7

Contractor shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Contractor and conforming to the minimum requirements set forth in Attachment A. All requirements of this section shall be approved by FPUA.

Section 8

This instrument contains the entire agreement between the parties and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

Contract Documents, which comprise the entire agreement between FPUA and Contractor, are designated as follows:

1. This Agreement
2. Drug-Free Work Place Form
3. Trench Safety Act Certification of Compliance
4. Non-Collusion Affidavit
5. Performance Bond
6. Payment Bond
7. Notice of Award
8. Notice to Proceed
9. Task Order
10. Certificate of Substantial Completion
11. Affidavit
12. Final Release of Lien
13. Application for Payment
14. Change Order
15. Bid Form
16. Standard General Conditions
17. Supplementary Conditions
18. Specifications (materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto)
19. Exhibit T – PVC Conduit & Fittings Technical Specifications
20. All Addenda
21. Documentation submitted by Contractor prior to Notice of Award: Contractor's Bid Submission pages 1 to 62, inclusive, and Best and Final Offer (BAFO) Acceptance dated 09/06/2022.

22. The following, which may be delivered or issued after the Effective Date of the Agreement, and are not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the Standard General Conditions.

The documents listed following 1 above are incorporated here by reference expressly made part of this Agreement except as noted otherwise above. There are no Contract Documents other than those listed above in this Section 8.

Section 9

This Agreement shall commence on October 5, 2022 and end on September 30, 2023. There shall be four (4), one (1)-year renewal options on terms and conditions that are mutually acceptable in writing to the parties, with escalation agreed upon in but not to exceed the Engineering News Record Construction Cost Yearly Average Index (ENR) and not-to-exceed factor of 3%. This Agreement will remain in effect in the event of a natural disaster, pandemic or other emergency event(s).

Section 10

Contractor acknowledges and understands that he is an independent contractor in his relationship to FPUA.

Section 11

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrator, assignees and successors of the respective parties.

Section 12

This Agreement may be terminated in accordance with Article 15 of the Standard General Conditions.

Section 13

- A. **Indemnification.** Contractor's indemnification shall be in accordance with Article 6.20 of the Standard General Conditions.
- B. **Audit Rights.** In accordance with section 2-439 of the City of Fort Pierce Code of Ordinances, FPUA has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.
- C. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written approval of FPUA.
- D. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
- E. **Choice of Law and Venue.** This Agreement shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.
- F. **E-Verify Required.** Pursuant to 448.095, Florida Statutes, effective January 1, 2021, FPUA and every Contractor and subcontractor entering into an agreement to provide labor, supplies or services to FPUA must use the E-Verify system (www.e-verify.gov) to verify the

work authorization status of any newly hired employees. If a Contractor subcontracts any of the labor or services for FPUA, the subcontractor must provide the Contractor with an affidavit stating that it does not employ, contract with, or subcontract with any person not authorized to work in the United States, and the contractor must keep a copy of the affidavit on file for the duration of the contract. If FPUA or any Contractor or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly employed, hired, or recruited an unauthorized alien for public or private employment, it must terminate the contract with that person or entity. A contract terminated under 448.095(2)(c) is not a breach of contract and may not be considered as such.

- G. **Scrutinized Companies List.** Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (1) for any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel; (2) for \$1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473; or (3) is engaged in business operations in Cuba or Syria. By signing below Contractor certifies that it is not on any of the above referenced lists, is not engaged in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The company further acknowledges that FPUA may immediately terminate any contract if the company is found to have falsely certified that it is not on any of the foregoing lists, been placed on any of the foregoing lists, been engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria.

H. **Public Records.**

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 THE CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@FPUA.COM, (772) 466-1600, OR PO BOX 3191, FORT PIERCE, FL 34948-3191.

To the extent the Contract includes providing services and acting on behalf of a FPUA as provided under section 119.011(2), Florida Statutes, the Contractor agrees to comply with Florida Public Records Law, Chapter 119, Florida Statutes, and shall:

- 1) Keep and maintain public records required by FPUA to perform the service;
- 2) Upon request from FPUA's custodian of public records, provide FPUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law;
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to FPUA;
- 4) Upon completion of the Contract, transfer, at no cost to FPUA, all public records in possession of the company or keep and maintain public records required by FPUA to perform


the service. If all public records are transferred to FPUA upon completion of the contract Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor maintains public records upon completion of the contract, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FPUA upon request in a format compatible with FPUA's information technology systems.

[signatures are on the following page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement the day and year set forth below.

Signed, sealed and delivered in the presence of:

MASTEC NORTH AMERICA, INC.

BY: 
Signature/Officer of Firm (Manual)

Jeffrey C. Schmidt P.E.
Name (Typed or Printed)

TITLE: Executive Vice President

ATTEST:

FORT PIERCE UTILITIES AUTHORITY

Secretary
(FPUA Seal)

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: 
Fort Pierce Utilities Authority Attorney

SECTION III – REQUIRED LIMITS OF INSURANCE

ATTACHMENT A

TYPE III

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the Fort Pierce Utilities Authority (FPUA), the types and amounts of insurance conforming to the minimum requirements set forth herein.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Florida Workers Compensation Act. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against FPUA (and if required the project engineer) and its members, officials, officers and employees.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$ 500,000	(Each Accident)
	\$ 500,000	(Disease-Each Employee)
	\$1,000,000	(Disease-Policy Limit)

Commercial General Liability - The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability policy. FPUA (and if required the project engineer) and its board members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors).

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in

SECTION III – REQUIRED LIMITS OF INSURANCE

the State of Florida by ISO, without restrictive endorsements other than mandatory endorsements under an ISO filing.

Automobile Liability - Such insurance shall cover all owned, non-owned, and hired autos used in connection with the performance of the work, and shall not be subject to any aggregate limit.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$500,000
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Property Insurance - If the Contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Contractor shall provide Builder's Risk insurance or an Installation Floater. Such insurance shall be provided on an all risk basis. The minimum amount of insurance shall be 100% of the installed replacement value of the installation.

Professional Liability - If the Contract includes a requirement for professional liability insurance, such insurance shall be on a form acceptable to FPUA and shall cover the Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claims made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	\$1,000,000
	Project Specific

Miscellaneous Provisions - The insurance provided by Contractor shall apply on a primary and non-contributory basis to any insurance or self-insurance maintained by FPUA. Any insurance, or self-insurance, maintained by FPUA shall be excess of the insurance provided by Contractor.

The insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, FPUA may permit the application of a deductible or permit Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Contractor shall pay on behalf of FPUA or FPUA's board members, officials, officers and employees any deductible or self-insured retention applicable to a claim.

Compliance with these insurance requirements shall not limit the liability of Contractor or the remedies available to FPUA under this Agreement or otherwise. If Contractor obtains insurance with higher limits than the requirements herein, those higher limits shall apply.

SECTION III – REQUIRED LIMITS OF INSURANCE

Evidence of Insurance - Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to FPUA has been provided and approved by FPUA. **An appropriate Certificate of Insurance (identifying the project) signed by an authorized representative of the insurer(s), with copies of the actual additional insured endorsement and notice of cancellation endorsement as issued on the policies, shall be satisfactory evidence of insurance.** With respect to Property Insurance, Contractor shall provide a Certificate of Property Insurance form or other evidence satisfactory to FPUA.

Until such insurance is no longer required by this Agreement, Contractor shall provide FPUA with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. Contractor shall, within thirty (30) days of a written request from FPUA, provide FPUA with a certified copy of the policy or policies providing the coverage required herein. Contractor or its agent may redact or omit provisions of the policy that are not relevant to the insurance required herein.

Policies shall be endorsed to provide FPUA with 30 days' notice of cancellation.

Certificates of Insurance must be completed as follows:

Additional Insured:

FPUA (and if required the project engineer) and its board members, officials, officers and employees

Certificate Holder

Fort Pierce Utilities Authority

Attn: Risk Management

PO Box 3191

Fort Pierce FL 34948-3191

Certificates may be emailed to: risk@fpua.com

(Rev. 2/2019)



Fort Pierce Utilities Authority
Regulatory Affairs
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

September 2, 2022

VIA E-MAIL TO: Maureen.popovich@mastec.com

Mastec North America, Inc.
800 S Douglas Road
Coral Gables, FL 33134

RE: ITB No. 22-06 – ELECTRIC UNDERGROUND UNIT PRICE CONTRACT- BEST AND FINAL OFFER

Dear Mr. Mas:

Fort Pierce Utilities Authority (FPUA) has reviewed the bid that your company submitted in response to ITB No. 22-06 Electric Underground Unit Price Contract, along with the other submitted bids. At the Non-mandatory pre-bid meeting FPUA confirmed that two or more contractors would be selected. Due to the substantial disparity across the bids submitted, it will be nearly impossible to ensure there is equity between the required utility work and the assigned contractor(s).

Therefore, FPUA is proposing the attached revised/averaged FPUA Best and Final Offer (BAFO) Unit Price Bid Form (Attachment A) for your company's consideration. Please submit the BAFO form as a replacement for your original ITB Response Form submittal. You must submit the BAFO to the Fort Pierce Utilities Authority, Purchasing Program Manager, on or before **Wednesday, September 14, 2022 by 2:00 PM** to be considered for selection for contract negotiations.

This document must be signed by a company officer or director listed on the company's Annual Report that is filed with the State of Florida (Florida Division of Corporations (www.sunbiz.org)).



Our mission is to provide our customers with economical, reliable and friendly service in a continuous effort to enhance the quality of life in our community.

772.466.1600 * www.fpua.com
Page 1 of 8



ITB No. 22-06 – ELECTRIC UNDERGROUND UNIT PRICE CONTRACT – BEST AND FINAL OFFER

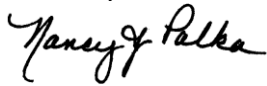
Page 2 of 2

If signed by someone other than one of the people listed on the attached Annual Report, please include a copy of a Secretary's Certificate, Board Resolution or other documentation to show that they have the authority to sign contracts for the company.

If two or more contractors do not accept the FPUA revised Bid Form, FPUA will recommend award of the contract to the responsible bidder with the lowest overall responsive bid.

This letter is only an invitation to participate further in the Bid process; it does not convey or imply anything more. This letter is not intended to be an award of the bid or binding commitment to contract, nor will FPUA be obligated in any manner until a formal written contract has been executed by all necessary parties.

Sincerely,



Nancy Palka
Purchasing Program Manager

Enclosure



Our mission is to provide our customers with economical, reliable and friendly service in a continuous effort to enhance the quality of life in our community.

772.466.1600

www.fpu.com



BEST AND FINAL OFFER

**FORT PIERCE UTILITIES AUTHORITY
INVITATION TO BID (ITB) NO. 22-06
ELECTRIC UNDERGROUND UNIT PRICE CONTRACT**

Requested By: Nancy J. Palka, Purchasing Program Manager
Phone: 772-466-1600 x3272

Submit by: 2:00 PM, Wednesday, September 14, 2022 by mail, personal delivery, e-mail.

E-mail Preferred

Mailing Address: PO Box 3191, Fort Pierce, FL 34948-3191
Physical Address: 500 Boston Avenue, Fort Pierce, FL 34950-4291
E-mail: PurchasingManager@FPUA.com
Fax: 772-465-0267

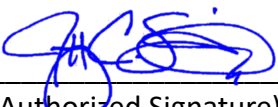
This document represents your "Best and Final Offer" and shall be made part of your response to ITB No. 22-06. This "Best and Final Offer" will supersede any and all other bid offers submitted by your firm.

BID RESPONSE SUBMISSION OF:

Mastec North America, Inc.
800 S Douglas Road
Coral Gables, FL 33134

Contractor agrees to the "price not to exceed" for labor unit price, and the material cost plus markup percentage for the FPUA Best and Final Offer (BAFO) Unit Price Bid Form for Invitation to Bid No. 22-06, Attachment A.

Your signature here indicates acceptance of the "Best and Final Offer" for the unit prices stated in the FPUA BAFO Unit Price Bid Form for Invitation to Bid No. 22-06.



(Authorized Signature)

Jeffrey C. Schmidt, P.E., Executive Vice President

(Printed Name/Title)

09/06/2022

(Date)

MASTEC						FPUA Best and Final Offer (BAFO) Unit Orice Bid Form Bid No. 22-06		
Dated: 9/2/2022 EM/NP			BEST AND FINAL OFFER (bafo) BID FORM FOR ITB NO. 22-06					
ELECTRIC UNDERGROUND UNIT PRICE CONTRACT								
BOTH CIVIL and ELECTRICAL CONTRACTORS								
Item No.	Description	Unit of Measure	Approx Quantity		Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
A - EXCAVATION AND BACKFILL - Including machine excavation, compacted backfill, placement of marking tape and normal surface restoration.								
1A	Trench, 12"W by 24" deep (top of conduit)	ft.	500	\$	5.63	\$ 6.10	2,812.50	3,051.56
2A	Trench, 12" W by 30" deep (top of conduit)	ft.	100	\$	8.30	\$ 9.01	830.00	900.55
3A	Trench, 12" W by 36" deep (top of conduit)	ft.	5000	\$	9.85	\$ 10.69	49,250.00	53,436.25
4A	Trench, 12" W by 42" deep (top of conduit)	ft.	500	\$	10.81	\$ 11.73	5,406.25	5,865.78
5A	Adder to Hand Dig, 12"W by 24" depth	ft.	125	\$	4.23	\$ 4.58	528.13	573.02
6A	Adder to Hand Dig, 12"W by 30" depth	ft.	25	\$	5.64	\$ 6.12	140.94	152.92
7A	Adder to Hand Dig, 12"W by 36" depth	ft.	100	\$	6.46	\$ 7.01	646.25	701.18
8A	Adder to Hand Dig, 12"W by 42" depth	ft.	100	\$	6.46	\$ 7.01	646.25	701.18
9A	Trench, 24"W by 24" deep (top of conduit)	ft.	100	\$	5.69	\$ 6.17	568.75	617.09
10A	Trench, 24" W by 30" deep (top of conduit)	ft.	100	\$	8.45	\$ 9.17	845.00	916.83
11A	Trench, 24" W by 36" deep (top of conduit)	ft.	5000	\$	11.39	\$ 12.36	56,937.50	61,777.19
12A	Trench, 24" W by 42" deep (top of conduit)	ft.	500	\$	12.35	\$ 13.40	6,175.00	6,699.88
13A	Adder to Hand Dig, 24"W by 24" depth	ft.	25	\$	3.53	\$ 3.82	88.13	95.62
14A	Adder to Hand Dig, 24"W by 30" depth	ft.	25	\$	6.19	\$ 6.71	154.69	167.84
15A	Adder to Hand Dig, 24" W by 36" depth	ft.	100	\$	7.08	\$ 7.68	707.50	767.64
16A	Adder to Hand Dig, 24"W by 42" depth	ft.	100	\$	7.08	\$ 7.68	707.50	767.64
B - CONDUIT INSTALLATION - Material shall adhere to FPUA specifications; elbows to have a minimum 24" radius							-	-
BELOW GRADE							-	-
1B	Schedule 40, PVC, 2", labor only	ft.	5000	\$	0.78	\$ 0.84	3,875.00	4,204.38
1B-1	Schedule 40, PVC, 2", labor and material	ft.	5000				-	-
2B	Schedule 40, PVC, 3", labor only	ft.	125		0.79	\$ 0.85	98.44	106.80
2B-1	Schedule 40, PVC, 3", labor and materials	ft.	125				-	-
3B	Schedule 40, PVC, 4", labor only	ft.	1500	\$	1.40	\$ 1.52	2,100.00	2,278.50
3B-1	Schedule 40, PVC, 4", labor and material	ft.	1500				-	-
4B	Schedule 80, PVC, 6", labor only	ft.	2500	\$	1.58	\$ 1.71	3,937.50	4,272.19
4B-1	Schedule 80, PVC, 6", labor and material	ft.	2500				-	-
5B	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	20	\$	2.33	\$ 2.52	46.50	50.45
5B-1	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	20				-	-
6B	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5	\$	2.36	\$ 2.56	11.81	12.82
6B-1	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5				-	-
7B	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5	\$	4.20	\$ 4.56	21.00	22.79
7B-1	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5				-	-
8B	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5	\$	4.73	\$ 5.13	23.63	25.63
8B-1	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5				-	-
9B	Furnish & install 1/8" nylon pull string in conduit	ft.	18320	\$	0.06	\$ 0.07	1,145.00	1,242.33
10B	Install #14 Tracer Wire in conduit	ft.	1500	\$	0.34	\$ 0.37	506.25	549.28
11B	Install #14 Tracer Wire in trench	ft.	13000	\$	0.13	\$ 0.14	1,625.00	1,763.13
C - DIRECTIONAL BORE - Includes machine grounding, bore, pipe fusing and normal surface restoration (labor only, material p							-	-
1C	Directional Bore 2"	ft.	500	\$	19.70	\$ 21.37	9,850.00	10,687.25
1C-1	Additional 2" with pull back	ft.	500	\$	12.68	\$ 13.75	6,337.50	6,876.19
2C	Directional Bore 3"	ft.	100	\$	24.99	\$ 27.11	2,498.75	2,711.14
2C-1	Additional 3" with pull back	ft.	100	\$	16.88	\$ 18.31	1,687.50	1,830.94
3C	Directional Bore 4"	ft.	1000	\$	22.50	\$ 24.41	22,500.00	24,412.50
3C-1	Additional 4" with pull back	ft.	1000	\$	16.88	\$ 18.31	16,875.00	18,309.38
4C	Directional Bore 6"	ft.	300	\$	28.13	\$ 30.52	8,437.50	9,154.69
4C-1	Additional 6" with pull back	ft.	300	\$	21.10	\$ 22.89	6,330.00	6,868.05
D - DIRECTIONAL BORE - Includes bore pipe per FPUA specifications, machine grounding, bore, pipe fusing and normal surface restoration (labor and MATERIALS SUPPLIED BY CONTRACTOR) (COST + %) - ONLY put in COST in this section for Labor see line 292 below for %.*							-	-
1D	Directional Bore 2" Labor only*	ft.	1500	\$	19.70	\$ 21.37	29,550.00	32,061.75
1D-1	Additional 2" with pull back	ft.	1500	\$	12.68	\$ 13.75	19,012.50	20,628.56
2D	Directional Bore 3" Labor only*	ft.	150	\$	24.99	\$ 27.11	3,748.13	4,066.72
2D-1	Additional 3" with pull back	ft.	150	\$	16.88	\$ 18.31	2,531.25	2,746.41
3D	Directional Bore 4" Labor ony*	ft.	3000	\$	22.50	\$ 24.41	67,500.00	73,237.50
3D-1	Additional 4" with pull back	ft.	3000	\$	16.88	\$ 18.31	50,625.00	54,928.13
4D	Directional Bore 6" Labor only*	ft.	950	\$	28.13	\$ 30.52	26,718.75	28,989.84
4D-1	Additional 6" with pull back	ft.	950	\$	21.10	\$ 22.89	20,045.00	21,748.83

Item No.	Description	Unit of Measure	Approx Quantity	Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
E - MISSILE - and normal surface restoration (25' Maximum) (labor only, material provided by FPUA)						-	-
1E	36" deep minimum (top of conduit), 2"	ft.	50	\$ 14.08	\$ 15.27	703.75	763.57
2E	36" deep minimum (top of conduit), 3"	ft.	50	\$ 14.06	\$ 15.26	703.13	762.89
3E	36" deep minimum (top of conduit), 4"	ft.	50	\$ 18.74	\$ 20.33	936.88	1,016.51
F - POLYMER CABLE GUARD - (also referred to as U-GUARD) (labor only, materials provided by FPUA)						-	-
1F	10 ft. sections, 2 inch	ea.	150	\$ 98.48	\$ 106.85	14,771.25	16,026.81
2F	10 ft. sections, 5 inch	ea.	225	\$ 211.04	\$ 228.98	47,483.44	51,519.53
G - PULL BOX (labor only, material provided by FPUA)						-	-
INSTALL						-	-
1G	Feeder Concrete Coffin 4'x6'	ea.	1	\$ 1,249.59	\$ 1,355.80	1,249.59	1,355.80
2G	Primary Hand Hole 24"x36"	ea.	100	\$ 379.85	\$ 412.14	37,985.00	41,213.73
3G	Secondary Hand Hole 13"x24"	ea.	100	\$ 133.65	\$ 145.01	13,365.00	14,501.03
4G	Street Light Pull Box 10"x10"	ea.	30	\$ 126.61	\$ 137.37	3,798.38	4,121.24
REMOVE						-	-
5G	Feeder Concrete Coffin 4'x6'	ea.	1	\$ 137.28	\$ 148.94	137.28	148.94
6G	Primary Hand Hole 24"x36"	ea.	20	\$ 68.64	\$ 74.47	1,372.75	1,489.43
7G	Secondary Hand Hole 13"x24"	ea.	20	\$ 77.38	\$ 83.95	1,547.50	1,679.04
8G	Street Light Pull Box 10" x 10"	ea.	10	\$ 68.64	\$ 74.47	686.38	744.72
MODIFY (Straighten, Level)						-	-
9G	Feeder Concrete Coffin 4'x6'	ea.	1	\$ 137.28	\$ 148.94	137.28	148.94
10G	Primary Hand Hole 24"x36"	ea.	10	\$ 68.64	\$ 74.47	686.38	744.72
11G	Secondary Hand Hole 13"x24"	ea.	10	\$ 68.64	\$ 74.47	686.38	744.72
12G	Street Light Pull Box 10" x 10"	ea.	10	\$ 68.64	\$ 74.47	686.38	744.72
H - WIRE AND CABLE						-	-
INSTALL - to include meggering, contractor must provide the necessary trailer and pulling equipment to handle three (3) six (6) foot reels - (labor only, materials provided by FPUA)						-	-
PRIMARY						-	-
1H	#1/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.	40000	\$ 1.69	\$ 1.83	67,500.00	73,237.50
2H	#1/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.	500	\$ 1.83	\$ 1.98	912.50	990.06
3H	#1/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.	7000	\$ 1.91	\$ 2.08	13,387.50	14,525.44
4H	#4/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.	500	\$ 1.80	\$ 1.95	900.00	976.50
5H	#4/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.	250	\$ 2.00	\$ 2.17	500.00	542.50
6H	#4/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.	10000	\$ 2.11	\$ 2.29	21,125.00	22,920.63
7H	1000MCM 15kV AL Cable, 133% Insul. 3 per conduit	ft.	3000	\$ 7.74	\$ 8.40	23,212.50	25,185.56
SECONDARY						-	-
8H	#6 URD DUPLEX, 600V, AL	ft.	3000	\$ 1.34	\$ 1.45	4,012.50	4,353.56
9H	#2 URD TRIPLEX, 600V, AL	ft.	100	\$ 1.65	\$ 1.79	165.00	179.03
10H	#1/0 URD TRIPLEX, 600V, AL	ft.	11000	\$ 3.16	\$ 3.43	34,787.50	37,744.44
11H	#4/0 URD TRIPLEX, 600V, AL	ft.	12000	\$ 2.81	\$ 3.05	33,750.00	36,618.75
12H	350MCM URD TRIPLEX, 600V, AL	ft.	1300	\$ 1.65	\$ 1.79	2,145.00	2,327.33
13H	500MCM URD TRIPLEX, 600V, AL	ft.	300	\$ 2.14	\$ 2.32	641.25	695.76
14H	#1/0 URD QUADPLEX, 600V, AL	ft.	500	\$ 1.40	\$ 1.52	700.00	759.50
15H	#4/0 URD QUADPLEX, 600V AL	ft.	200	\$ 1.65	\$ 1.79	330.00	358.05
16H	350MCM URD QUADPLEX, 600V AL	ft.	1100	\$ 1.83	\$ 1.98	2,007.50	2,178.14
17H	500MCM URD QUADPLEX, 600V AL	ft.	100	\$ 2.38	\$ 2.58	237.50	257.69
18H	#4, CU, THW/THHN, 2 per conduit	ft.	100	\$ 1.30	\$ 1.41	130.00	141.05
19H	#4, CU, THW/THHN, 3 per conduit	ft.	100	\$ 1.61	\$ 1.75	161.25	174.96
20H	#2, CU, THW/THHN, 2 per conduit	ft.	100	\$ 1.30	\$ 1.41	130.00	141.05
21H	#2, CU, THW/THHN, 3 per conduit	ft.	100	\$ 1.61	\$ 1.75	161.25	174.96
22H	#1/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	\$ 1.43	\$ 1.55	142.50	154.61
23H	#1/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	\$ 2.16	\$ 2.35	216.25	234.63
24H	#2/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	\$ 1.43	\$ 1.55	142.50	154.61
25H	#2/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	\$ 2.16	\$ 2.35	216.25	234.63
26H	#4/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	\$ 1.43	\$ 1.55	142.50	154.61
27H	#4/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	\$ 2.16	\$ 2.35	216.25	234.63
28H	250MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	\$ 1.80	\$ 1.95	180.00	195.30
29H	250MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	\$ 2.54	\$ 2.75	253.75	275.32
30H	500MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	\$ 3.61	\$ 3.92	361.25	391.96
31H	500MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	\$ 4.33	\$ 4.69	432.50	469.26
32H	750MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	\$ 5.75	\$ 6.24	575.00	623.88
33H	750MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	\$ 6.50	\$ 7.05	650.00	705.25

Item No.	Description	Unit of Measure	Approx Quantity		Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
REMOVE							-	-
PRIMARY							-	-
34H	#1/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.	250	\$	1.24	\$ 1.34	309.38	335.67
35H	#1/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.	250	\$	1.33	\$ 1.44	331.25	359.41
36H	#1/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.	250	\$	1.56	\$ 1.70	390.63	423.83
37H	#4/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.	250	\$	1.44	\$ 1.56	359.38	389.92
38H	#4/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.	250	\$	1.63	\$ 1.76	406.25	440.78
39H	#4/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.	250	\$	1.70	\$ 1.84	425.00	461.13
40H	1000MCM 15kV AL Cable, 133% Insul. 3 per conduit	ft.	250	\$	5.99	\$ 6.50	1,496.88	1,624.11
SECONDARY							-	-
41H	#6 OH DUPLEX, 600V, AL	ft.	100	\$	1.04	\$ 1.13	103.75	112.57
42H	#2 OH TRIPLEX, 600V, AL	ft.	100	\$	1.13	\$ 1.22	112.50	122.06
43H	#1/0 OH TRIPLEX, 600V, AL	ft.	100	\$	1.23	\$ 1.33	122.50	132.91
44H	#4/0 OH TRIPLEX, 600V, AL	ft.	100	\$	1.39	\$ 1.51	138.75	150.54
45H	350MCM OH TRIPLEX, 600V, AL	ft.	100	\$	1.98	\$ 2.14	197.50	214.29
46H	500MCM OH TRIPLEX, 600V, AL	ft.	100	\$	2.23	\$ 2.41	222.50	241.41
47H	#1/0 OH QUADPLEX, 600V, AL	ft.	100	\$	1.39	\$ 1.51	138.75	150.54
48H	#4/0 OH QUADPLEX, 600V AL	ft.	100	\$	1.56	\$ 1.70	156.25	169.53
49H	350MCM OH QUADPLEX, 600V AL	ft.	100	\$	1.98	\$ 2.14	197.50	214.29
50H	500MCM URD QUADPLEX, 600V AL	ft.	100	\$	2.23	\$ 2.41	222.50	241.41
51H	#4, CU, THW/THHN, 2 per conduit	ft.	100	\$	1.04	\$ 1.13	103.75	112.57
52H	#4, CU, THW/THHN, 3 per conduit	ft.	100	\$	1.30	\$ 1.41	130.00	141.05
53H	#2, CU, THW/THHN, 2 per conduit	ft.	100	\$	1.04	\$ 1.13	103.75	112.57
54H	#2, CU, THW/THHN, 3 per conduit	ft.	100	\$	1.30	\$ 1.41	130.00	141.05
55H	#1/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	\$	1.18	\$ 1.27	117.50	127.49
56H	#1/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	\$	1.75	\$ 1.90	175.00	189.88
57H	#2/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	\$	1.18	\$ 1.27	117.50	127.49
58H	#2/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	\$	1.75	\$ 1.90	175.00	189.88
59H	#4/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	\$	1.18	\$ 1.27	117.50	127.49
60H	#4/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	\$	1.75	\$ 1.90	175.00	189.88
61H	250MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	\$	1.44	\$ 1.56	143.75	155.97
62H	250MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	\$	2.06	\$ 2.24	206.25	223.78
63H	500MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	\$	2.94	\$ 3.19	293.75	318.72
64H	500MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	\$	3.50	\$ 3.80	350.00	379.75
65H	750MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	\$	4.66	\$ 5.06	466.25	505.88
66H	750MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	\$	5.25	\$ 5.70	525.00	569.63
I - TERMINATIONS - NEMA two-hole spade lug, compression type unless otherwise noted (labor only)							-	-
PRIMARY							-	-
1I	15kV ELBOW for #1/0 15kV jacketed cable	ea.	175	\$	246.21	\$ 267.14	43,087.19	46,749.60
2I	15kV ELBOW for #4/0 15kV jacketed cable	ea.	50	\$	242.11	\$ 262.69	12,105.63	13,134.60
3I	15kV TBODY for 1000MCM 15kV jacketed Cable	ea.	20	\$	242.11	\$ 262.69	4,842.25	5,253.84
4I	15kV POTHEAD for #1/0 15kV jacketed cable	ea.	20	\$	239.16	\$ 259.49	4,783.25	5,189.83
5I	15kV POTHEAD for #4/0 15kV jacketed cable	ea.	10	\$	242.11	\$ 262.69	2,421.13	2,626.92
6I	15kV POTHEAD for 1000MCM 15kV jacketed Cable	ea.	10	\$	239.16	\$ 259.49	2,391.63	2,594.91
SECONDARY							-	-
7I	#6 URD, 600V, AL	ea.	1000	\$	7.03	\$ 7.62	7,025.00	7,622.13
8I	#2 URD, 600V, AL	ea.	250	\$	8.88	\$ 9.63	2,218.75	2,407.34
9I	#1/0 URD, 600V, AL or CU	ea.	750	\$	9.71	\$ 10.54	7,284.38	7,903.55
10I	#4/0 URD, 600V, AL or CU	ea.	2000	\$	8.09	\$ 8.77	16,175.00	17,549.88
11I	350MCM URD, 600V, AL or CU	ea.	100	\$	11.25	\$ 12.21	1,125.00	1,220.63
12I	500MCM URD, 600V, AL or CU	ea.	100	\$	19.70	\$ 21.37	1,970.00	2,137.45
13I	#4 THW/THHN, CU	ea.	100	\$	7.80	\$ 8.46	780.00	846.30
14I	#2 THW/THHN, CU	ea.	100	\$	7.80	\$ 8.46	780.00	846.30
15I	#1/0 THW/THHN, CU	ea.	100	\$	8.50	\$ 9.22	850.00	922.25
16I	#2/0 THW/THHN, CU	ea.	100	\$	8.50	\$ 9.22	850.00	922.25
17I	#4/0 THW/THHN, CU	ea.	100	\$	8.50	\$ 9.22	850.00	922.25
18I	250MCM THW/THHN, CU	ea.	100	\$	9.90	\$ 10.74	990.00	1,074.15
19I	500MCM THW/THHN, CU	ea.	100	\$	17.00	\$ 18.45	1,700.00	1,844.50
20I	750MCM THW/THHN, CU	ea.	100	\$	19.84	\$ 21.52	1,983.75	2,152.37

Item No.	Description	Unit of Measure	Approx Quantity		Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
J - SPLICES (Labor only, materials provided by FPUA)							-	-
PRIMARY							-	-
1J	Cable, #1/0, 15kV URD, 133% Insulation	ea.	100	\$	228.89	\$ 248.34	22,888.75	24,834.29
2J	Cable, #4/0, 15kV URD, 133% Insulation	ea.	75	\$	221.36	\$ 240.18	16,602.19	18,013.37
3J	Cable, 15kV 1000MCM AL UG 133%	ea.	10	\$	455.49	\$ 494.20	4,554.88	4,942.04
SECONDARY							-	-
4J	Cable, 600V, 2/#C12 W/GRD "Type "UF"	ea.	10	\$	2.29	\$ 2.48	22.88	24.82
5J	Wire, Copper, #4 THW/THNN	ea.	10	\$	3.44	\$ 3.73	34.38	37.30
6J	Wire, Black, THHN/THWN, #2 CU	ea.	10	\$	3.44	\$ 3.73	34.38	37.30
7J	Wire, Copper, #1/0, THW/THHN, 7 STR	ea.	10	\$	5.19	\$ 5.63	51.88	56.28
8J	Wire, Copper, #2/0, THW/THHN, 7 STR	ea.	10	\$	5.19	\$ 5.63	51.88	56.28
9J	Wire, Copper, #4/0 THW/THHN, 7 STR	ea.	10	\$	5.19	\$ 5.63	51.88	56.28
10J	Wire, Copper 250 MCM THW/THHN	ea.	10	\$	11.53	\$ 12.50	115.25	125.05
11J	Wire, Copper 500MCM THW/THHN 37 STR	ea.	10	\$	17.29	\$ 18.76	172.88	187.57
12J	Wire, Copper 750MCM THW/THHN 37 STR	ea.	10	\$	21.91	\$ 23.78	219.13	237.75
13J	Cable, 600V #6 AL DUPLX #4 NEUTRAL UG	ea.	10	\$	8.31	\$ 9.02	83.13	90.19
14J	Cable, 600V #2 AL TRIPLEX NEUTRAL UG	ea.	10	\$	9.20	\$ 9.98	92.00	99.82
15J	Cable, 600V 1/0 AL TRIPLEX URD 1/0	ea.	10	\$	13.83	\$ 15.00	138.25	150.00
16J	Cable, 600V 1/0 AL QUADPLEX #2 NEUTRAL	ea.	10	\$	16.79	\$ 18.21	167.88	182.14
17J	Cable, 600V 4/0 AL TRIPLEX 2/0 NEUTRAL UG	ea.	10	\$	13.83	\$ 15.00	138.25	150.00
18J	Cable, 600V 4/0 AL QUADPLEX UG 2/0 NEUTRAL	ea.	10	\$	16.79	\$ 18.21	167.88	182.14
19J	Cable, 600V AL 350MCM TPX UG	ea.	10	\$	28.81	\$ 31.26	288.13	312.62
20J	Cable, 600V 350 QPX AL UG 4/0 NEUTRAL	ea.	10	\$	37.68	\$ 40.88	376.75	408.77
21J	Cable, 600V AL 500MCM TPX UG	ea.	10	\$	46.11	\$ 50.03	461.13	500.32
K - EQUIPMENT & PAD includes transportation from stores location to job site, fastening equipment to concrete base with lead anchors, bolts and washers - (Labor only, materials provided by FPUA)							-	-
INSTALL - includes all grounding, ground rods, secondary connections, parking bushing, lightening arrestor and dust covers							-	-
1K	PADMOUNTED TRANSFORMER, 25-50kVA	ea.	40	\$	144.91	\$ 157.23	5,796.50	6,289.20
2K	PADMOUNTED TRANSFORMER, 75-225kVA	ea.	40	\$	271.53	\$ 294.60	10,861.00	11,784.19
3K	PADMOUNTED TRANSFORMER, 300-500kVA	ea.	15	\$	844.14	\$ 915.89	12,662.06	13,738.34
4K	SWITCH GEAR CABINET	ea.	20	\$	967.19	\$ 1,049.40	19,343.75	20,987.97
5K	EQUIPMENT CABINET, SECONDARY (48"x48")	ea.	1	\$	203.98	\$ 221.31	203.98	221.31
6K	EQUIPMENT CABINET, 3ph PRIMARY (96"x24")	ea.	5	\$	291.03	\$ 315.76	1,455.13	1,578.81
7K	Concrete Pad for Switchgear	ea.	5	\$	516.16	\$ 560.04	2,580.81	2,800.18
8K	Fiberglass Primary Cabinet Pad	ea.	5	\$	541.11	\$ 587.11	2,705.56	2,935.54
9K	Concrete Pad, Secondary Cabinet	ea.	1	\$	163.21	\$ 177.09	163.21	177.09
10K	Concrete Pad, 1ph transformer	ea.	50	\$	163.19	\$ 177.06	8,159.38	8,852.92
11K	Concrete Pad, 3ph transformer	ea.	65	\$	271.53	\$ 294.60	17,649.13	19,149.30
REMOVE							-	-
12K	PADMOUNTED TRANSFORMER, 25-50kVA	ea.	10	\$	74.94	\$ 81.31	749.38	813.07
13K	PADMOUNTED TRANSFORMER, 75-225kVA	ea.	10	\$	115.09	\$ 124.87	1,150.88	1,248.70
14K	PADMOUNTED TRANSFORMER, 300-500kVA	ea.	3	\$	386.89	\$ 419.77	1,160.66	1,259.32
15K	SWITCH GEAR CABINET	ea.	5	\$	358.40	\$ 388.86	1,792.00	1,944.32
16K	EQUIPMENT CABINET, SECONDARY (48"x48")	ea.	1	\$	80.66	\$ 87.52	80.66	87.52
17K	EQUIPMENT CABINET, 3ph PRIMARY (96"x24")	ea.	1	\$	115.09	\$ 124.87	115.09	124.87
18K	Concrete Pad for Switchgear	ea.	1	\$	204.15	\$ 221.50	204.15	221.50
19K	Fiberglass Primary Cabinet Pad	ea.	1	\$	214.00	\$ 232.19	214.00	232.19
20K	Concrete Pad, Secondary Cabinet	ea.	1	\$	65.60	\$ 71.18	65.60	71.18
21K	Concrete Pad, 1ph transformer	ea.	15	\$	66.13	\$ 71.75	991.88	1,076.18
22K	Concrete Pad, 3ph transformer	ea.	20	\$	55.80	\$ 60.54	1,116.00	1,210.86
MODIFY (Straighten, Level)							-	-
23K	PADMOUNTED TRANSFORMER, 25-50kVA	ea.	10	\$	71.19	\$ 77.24	711.88	772.38
24K	PADMOUNTED TRANSFORMER, 75-225kVA	ea.	10	\$	109.34	\$ 118.63	1,093.38	1,186.31
25K	PADMOUNTED TRANSFORMER, 300-500kVA	ea.	3	\$	318.30	\$ 345.36	954.90	1,036.07
26K	SWITCH GEAR	ea.	1	\$	340.46	\$ 369.40	340.46	369.40
27K	EQUIPMENT CABINET, SECONDARY (48"x48")	ea.	1	\$	80.08	\$ 86.88	80.08	86.88
28K	EQUIPMENT CABINET, 3ph PRIMARY (96"x24")	ea.	1	\$	109.34	\$ 118.63	109.34	118.63

Item No.	Description	Unit of Measure	Approx Quantity	Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
MISC							
29K	Concrete Pad, Adder for 6 inch increments above 12"	ea.	20	\$ 93.75	\$ 101.72	1,875.00	2,034.38
L - OUTDOOR & STREET LIGHT - (labor only, materials provided by FPUA)							
1L	Pole: 18' cement, 14' above ground	ea.	100	\$ 134.50	\$ 145.93	13,450.00	14,593.25
2L	One Light: Decorative fixture or single pole top	ea.	100	\$ 70.46	\$ 76.45	7,046.25	7,645.18
3L	Two Light: Decorative fixture or single pole top	ea.	10	\$ 98.61	\$ 106.99	986.13	1,069.95
4L	Three Light: Decorative fixture or single pole top	ea.	5	\$ 126.75	\$ 137.52	633.75	687.62
5L	Four Light: Decorative fixture or single pole top	ea.	1	\$ 140.83	\$ 152.80	140.83	152.80
6L	Five Light: Decorative fixture or single pole top	ea.	1	\$ 168.95	\$ 183.31	168.95	183.31
7L	Base, Decorative Street Light Aluminum, 2"x4", 6"	ea.	10	\$ 340.01	\$ 368.91	3,400.13	3,689.14
8L	Concrete Street Light Pole Base (Spread Footer)	ea.	10	\$ 358.70	\$ 389.19	3,587.00	3,891.90
9L	Prefabricated Street Light Pole Base	ea.	10	\$ 341.88	\$ 370.93	3,418.75	3,709.34
10L	Photo Cell / Short Cap	ea.	150	\$ 34.00	\$ 36.89	5,100.00	5,533.50
11L	Replace Lamp / Refractor	ea.	10	\$ 34.00	\$ 36.89	340.00	368.90
12L	Pull Cable Thru Pole	ea.	100	\$ 45.34	\$ 49.19	4,533.75	4,919.12
M - MISCELLANEOUS - (labor and MATERIALS SUPPLIED BY CONTRACTOR) COST+ % - ONLY put in COST in this section for Labor see line 25							
INSTALL							
1M	Surface Restoration-Sod Labor only*	sq. ft.	15000	\$ 1.00	\$ 1.09	15,000.00	16,275.00
2M	Asphalt Repair Labor only*	sq. ft.	2500	\$ 9.00	\$ 9.77	22,500.00	24,412.50
3M	Concrete Repair Labor only*	sq. ft.	2500	\$ 10.00	\$ 10.85	25,000.00	27,125.00
4M	Soil Compaction Test	ea.	10	\$ 156.19	\$ 169.46	1,561.88	1,694.63
5M	Seed & Mulch Labor only*	sq. ft.	2500	\$ 0.25	\$ 0.27	625.00	678.13
6M	Removable bollard Labor only*	ea.	40	\$ 300.00	\$ 325.50	12,000.00	13,020.00
7M	Permanent bollard Labor only*	ea.	100	\$ 200.00	\$ 217.00	20,000.00	21,700.00
REMOVE							
8M	Asphalt Removal	sq. ft.	4000	\$ 2.68	\$ 2.90	10,700.00	11,609.50
9M	Concrete Removal	sq. ft.	4000	\$ 3.51	\$ 3.81	14,050.00	15,244.25
N - MISCELLANEOUS CONSTRUCTION HOURS (to be used on T&E task orders only)							
1N	Working Foreman	per hr.	250	\$ 77.38	\$ 83.95	19,343.75	20,987.97
2N	Working Foreman Overtime	per hr.	50	\$ 100.28	\$ 108.80	5,013.75	5,439.92
3N	Equipment Operator	per hr.	250	\$ 56.28	\$ 61.06	14,068.75	15,264.59
4N	Equipment Operator Overtime	per hr.	50	\$ 76.05	\$ 82.51	3,802.50	4,125.71
5N	Laborer	per hr.	500	\$ 36.58	\$ 39.68	18,287.50	19,841.94
6N	Laborer Overtime	per hr.	100	\$ 44.80	\$ 48.61	4,480.00	4,860.80
7N	Lineman (N/A)	per hr.	100	\$ -	\$ -	-	-
8N	Lineman Overtime (N/A)	per hr.	25	\$ -	\$ -	-	-
9N	Apprentice Lineman	per hr.	50	\$ 42.94	\$ 46.59	2,146.88	2,329.36
10N	Apprentice Lineman Overtime	per hr.	10	\$ 64.43	\$ 69.90	644.25	699.01
11N	Cable Lift Truck	per hr.	25	\$ 23.34	\$ 25.32	583.44	633.03
12N	Air Compressor	per hr.	1000	\$ 10.99	\$ 11.92	10,987.50	11,921.44
13N	Concrete Saw (inc. blade)	per hr.	100	\$ 6.88	\$ 7.46	687.50	745.94
14N	Flat Bed Truck	per hr.	125	\$ 28.15	\$ 30.54	3,518.75	3,817.84
15N	Pump (up to 4")	per hr.	25	\$ 10.99	\$ 11.92	274.69	298.04
16N	Pulling Truck	per hr.	125	\$ 32.41	\$ 35.17	4,051.56	4,395.95
17N	Pole Truck	per hr.	50	\$ 78.10	\$ 84.74	3,905.00	4,236.93
18N	Tractor Trailer	per hr.	125	\$ 89.84	\$ 97.47	11,229.69	12,184.21
19N	50' Bucket Truck	per hr.	50	\$ 98.48	\$ 106.85	4,923.75	5,342.27
20N	Pickup Truck	per hr.	250	\$ 16.88	\$ 18.31	4,218.75	4,577.34
21N	Splicing Van	per hr.	10	\$ 16.46	\$ 17.86	164.63	178.62
22N	Dump Truck	per hr.	50	\$ 56.28	\$ 61.06	2,813.75	3,052.92
23N	Rubber Tire Backhoe	per hr.	250	\$ 70.35	\$ 76.33	17,587.50	19,082.44
						1,332,393.04	1,445,646.45
MATERIALS (ONLY) MARKUP PERCENTAGE: COST PLUS				20%	15%		

FEMA ADDENDUM
TO FPUA GENERAL TERMS AND CONDITIONS
FEMA REQUIRED CONTRACT PROVISIONS
(CONSTRUCTION)

The following contract provisions shall apply to any and all purchases of services or equipment that is subject to funding or reimbursement through the Federal Emergency Management Agency (FEMA).

A. Administrative, Contractual or Legal Remedies.

(For contracts exceeding \$150,000)

If the Contractor fails to perform any material requirement or violates any material provision of this Contract, FPUA shall provide written notice that the breach or noncompliance be corrected within 10 (ten) days of Contractor's receipt of such notice. Failure to comply within the time specified shall result in the termination of the Contract in accordance with its terms, and at FPUA's discretion may provide justification for rejection of any future bids, awards or contracts with Contractor.

B. Contract Work Hours and Safety Standards Act.

(For contracts exceeding \$100,000)

Compliance with the Contract Work Hours and Safety Standards Act:

1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* FPUA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract

subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

C. Clean Air Act and the Federal Water Pollution Control Act.

(For contracts exceeding \$150,000)

(i) Clean Air Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(ii) Federal Water Pollution Control Act:

1. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
2. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
3. The Contractor agrees to report each violation to FPUA and understands and agrees that the FPUA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
4. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. Suspension and Debarment.

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by FPUA. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FPUA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

E. Procurement of Recovered Materials.

To the extent possible Contractor shall make use of products containing recovered materials that are EPA-designated items unless the product (1) cannot be acquired competitively in the marketplace or within the required timeframe at a reasonable price. Information about this requirement and the list of EPA-designated items see:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

F. Access to Records:

The following access to records requirements apply to this contract: The Contractor agrees to provide FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the FPUA and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

G. DHS Seal, Logo and Flags.

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or the likenesses of DHS agency officials without specific FEMA pre-approval.

H. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of this contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

I. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the FPUA, Contractor, or any other party pertaining to any matter resulting from the contract.

J. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to this Contract.

K. Equal Employment Opportunity.

[Required when the BID/RFP or contract is for construction, or the supervision or inspection of construction work, or other on-site functions related to construction].

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by on or behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

L. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Contractor shall provide a signed copy of the **BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM** attached hereto. Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, or a member, officer or employee of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Contractor shall require that this paragraph and a copy of the BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM is included in all Contracts with its subcontractors.



SECRETARY'S CERTIFICATE

The undersigned, being the Executive Vice President and Secretary of **MASTEC NORTH AMERICA, INC.**, a Florida corporation ("MasTec"), hereby certifies on behalf of MasTec, to the best of his knowledge, information and belief:

- (1) He holds the offices with respect to MasTec as set forth below;
- (2) MasTec is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida; and
- (3) Jeffrey C. Schmidt, P.E. is a duly qualified and acting Executive Vice President – Utility Services Division of MasTec and he continues to occupy such office as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of February, 2021.

A handwritten signature in blue ink, appearing to read 'A. de Cardenas', written over a horizontal line.

Alberto de Cardenas
Executive Vice President and Secretary

(CORPORATE SEAL)



FORT PIERCE UTILITIES AUTHORITY TABULATION OF BIDS

Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

BID ON:	ELECTRIC UNDERGROUND UNIT PRICE CONTRACT	
BID NUMBER:	ITB 22-06	
DATE/TIME:	August 10, 2022 @ 10:15am	
RECOMMENDED AWARD:	Mastec North America, Inc.	
REPOSE:	6 Bids + 4 "No Bids" = Total 11 Bids	Local: = 27%

ELECTRIC UNDERGROUND UNIT PRICE CONTRACT					
VENDOR	SERVICE TYPE	MATERIALS MARKUP %	TOTAL COST	BAFO MATERIALS MARKUP %	BEST AND FINAL OFFER (BAFO) TOTAL COST
Ferreira Construction Southern Division Co. Inc. Branchburg, NJ – office: Hobe Sound, FL	Both	15%	\$4,624,256.50	DECLINED BAFO	DECLINED BAFO
Mastec North America, Inc. Coral Gables, FL - office: Fort Pierce, FL	Both	20%	\$1,322,185.48	15%	\$1,445,646.45
Primoris Distribution Services, Inc. Dade City, FL	Civil Only	10%	\$1,601,542.75	DECLINED BAFO	DECLINED BAFO
Haugland Energy Group LLC Melville, NY – office: West Palm Beach, FL	Electric Only	10%	\$4,667,296.15*	N/A	N/A
Hooper Corporation of Wisconsin Deforest, WI	Both	Not Given	\$3,461,288.21*	N/A	N/A
Hypower, LLC Fort Lauderdale, FL	Both	Not Given	\$4,549,624.26*	N/A	N/A
Asset Engineering Jacksonville, FL	NO BID	NO BID	NO BID	NO BID	NO BID
Henkels & McCoy, Inc. Chattanooga, TN	NO BID	NO BID	NO BID	NO BID	NO BID
Michels Power, Inc. Neenah, WI	NO BID	NO BID	NO BID	NO BID	NO BID
Pike Electric, LLC Mount Airy, NC	NO BID	NO BID	NO BID	NO BID	NO BID

*Rejected for missing documents and/or Bid Form incomplete