FORT PIERCE UTILITIES AUTHORITY
REGULAR MEETING
AGENDA

TUESDAY
April 21, 2020, 4:00 p.m.
Via WebEx: www.fpua.com/live

MEETING TO ORDER

Opening Prayer by Florinda Mazzarella of FPUA.

Pledge of Allegiance.

ROLL CALL AND DECLARATION OF A QUORUM.

**Lineman's Rodeo Dan Tillman 1st Place for Written Section presented by Paul Jakubczak.

**FMEA Restoring the Community Award and Safety Award presented by Paul Jakubczak.

A. SET THE AGENDA.

B. APPROVAL OF MINUTES:

1. Approve the Minutes of the Regular Meeting of March 17, 2020.

C. COMMENTS FROM THE PUBLIC:

1. Public comments need to be sent as messages through the WebEx application or "raising your hand" during the public comment section. All rules of decorum for public comments remain in effect.

D. CONSENT AGENDA:

1. Ratify the emergency purchase and Vendor Agreement with Cisco Systems, Inc., of San Jose, California, in an amount not to exceed $4,596 for the Cisco WebEx Events Center, for the period from April 8, 2020 to April 7, 2021.

2. Approve the Budget Transfer Request in the amount of $70,000 to fund the replacement of failing distribution poles.

3. POA No. 14-56: Approve a) Budget Transfer Request in the amount of $60,000 and b) Specific Authorization No. 56-20-01, with Leidos Engineering, LLC, of Reston, Virginia, for

design services for the Replacement of Savannah Transformer No. 1-Part 1, in an amount not to exceed $118,059. This Specific Authorization will commence upon written Notice to Proceed and end upon final completion and written acceptance by FPUA.

4. Approve no change to the Purchased Gas Adjustment for the month of April 2020.

5. Bid No. 19-10: Approve Budget Transfer Request in the amount of $80,000 for the first renewal option of four one-year renewals on Bid No. 19-10 for the procurement of two 69 kV breakers, with ABB Enterprise Software Inc., of Cary, North Carolina, in the amount of $67,386, contingent on receiving the required Certificate(s) of Insurance.

6. POA 5368: Approve Amendment No. 1 to the Contract with Cogsdale Corporation of Ontario, Canada, in the amount of $97,610, which includes $91,360 for Software and $6,250 for the first year of annual maintenance and support for the SilverBlaze Capricorn Customer Portal. The initial term of this agreement will be from March 18, 2020 to March 17, 2021, with annual renewals in the amount of $6,250 for ongoing maintenance and support.

7. POA 20-40: Approve the piggyback of Tohopekaliga Water Authority's Invitation for Bid ITFB) IFB-17-124 and Contract with Professional Piping Services, Inc., of Wesley Chapel, Florida, in an amount not to exceed $73,365 for force main poly pipe cleaning services. The term of the contract will be from April 21, 2020 through September 30, 2020.

8. POA 17-50: Approve 1) Budget Transfer Request and 2) the single source purchase of eleven substation controllers for system upgrades in the amount not to exceed $121,339 from Advanced Control Systems, Inc. of Peachtree Corners, Georgia.

9. RFP No. 20-32: Accept Proposals from and approve Contracts for electrical services at various residential and commercial customers locations throughout FPUA's service territory with James E. Matula Electrical Contractors, Inc. dba Matula Electric, of Fort Pierce, Florida, in an amount not to exceed $16,666 annually, Thomas E. Richmond Electric, Inc. dba Richmond Electric, of Fort Pierce, Florida and WirenutZ, Inc., of Fort Pierce, Florida, each in an amount not to exceed $16,667 annually, for a total of $50,000 per year. The initial term of these Contracts will be from April 21, 2020 to November 4, 2021, with five one-year renewal options, contingent on receiving the required Certificate(s) of Insurance.

E. LETTERS OF APPRECIATION:

F. OLD BUSINESS:

G. NEW BUSINESS:

1. Business Development Update – For Information Only.

2. Approve amending the not to exceed amount to $500,000 for the purchase and delivery of overhead/pole-mounted transformers for inventory from Anixter Inc. of Glenview, Illinois, through the Florida Municipal Power Agency Joint Purchasing Project Invitation to Bid No. 2019-005 and 2019-005A. The initial term of this award is for five years, through June 2024, with an option to extend on a year-to-year basis beyond that date by mutual consent

3. Approve the Memorandum of Understanding with the City of Fort Pierce for the Manatee Observation and Education Center, for a period of 25 years with automatic five-year extensions.

4. POA 14-53: Approve Specific Authorization No. GT 20-05 with Globaltech, Inc., of Boca Raton, Florida, for the Lime Softener 1 Modification in an amount not to exceed $749,357.69. This Specific Authorization shall commence upon written Notice to Proceed and end upon final completion and written acceptance by FPUA, contingent on receiving required Certificate(s) of Insurance.

5. January 2020 Financial Operating Results – For Information Only.

6. Bill Comparison for the month of February 2020 – For Information Only.

7. Status report on Electric Power Cost Adjustment for March 2020 – For Information Only.

H. AWARD OF BID:

I. RESOLUTIONS:

1. Adopt Resolution No. UA 2020-05, which establishes an installment payment program for Contribution In Aid charges for the expansion or reliability improvement of Water, Wastewater, Electric and Gas Systems.

J. DIRECTOR:

K. ATTORNEY:

L. COMMENTS FROM BOARD MEMBERS:

M. ADJOURN.

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

1. Council on Aging of SL, Inc. – Emergency Home Energy Assistance Program
2. State of Florida-Division of Cultural Affairs MOEC Grant Agreement Amendment
3. SpryPoint Mobile WO Management Solution – Additional User Licenses - $36,240
4. Seacoast A/C – H202 Air Scrubbers for Admin. Bldg. - $13,140
5. Elster Solutions – OMS Responder Integration for AMI - $35,200

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE UTILITIES AUTHORITY, TUESDAY, MARCH 17, 2020, 4:00 P.M., CITY COMMISSION CHAMBERS.

Members Present: Chairman Glynda Cavalcanti; Vice Chairman Charlie Frank Matthews; Secretary Darryl Thomas-Bey; Deputy Secretary Frank H. Fee, IV; and Mayor Linda Hudson.

Others present: John K. Tompeck, Director of Utilities; Barbara A. Mika, Director of Financial Services; Nina B. Penick, Director of Financial Services; Paul A. Jakubczak, Director of Electric & Gas Systems; Bowdoin G. Hutchinson, Director of W/WW Systems, and Javier Cisneros, Director of Utility Support Services; Joshua P. Gang, Director of Regulatory Affairs.

The meeting was called to order by Chairman Cavalcanti.

Opening Prayer was by Alice Ladomirak of the Treasure Coast Energy Center.

The Pledge of Allegiance was recited.

The roll was called and a quorum declared.

Nina Penick presented the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting CAFR for FPUA's FY 2018 Comprehensive Annual Financial Report. She said it was slightly delayed this year to have it the same day as our presentation. The GFOA recognizes governments which have gone beyond the minimum requirements of generally accepted accounting principles. FPUA's CAFR has been judged by an impartial panel, to have met the high standards of the program, to evidence the spirit of transparency and full disclosure, and to clearly communicate its financial results. Mrs. Penick said she would like to offer special thanks to the Finance staff and all of FPUA's staff, all year long. She said this is built from the bottom up and we really do appreciate everybody's efforts. FPUA has received this award since 1995, 25 years. FPUA was one of only 284 governments in the State of Florida to have received the Certificate of Achievement for Excellence in Financial Reporting for their FY 2018 CAFR.

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

A motion was made by Mr. Matthews, seconded by Mr. Bey, and unanimously carried to approve the Minutes of the Regular Meeting of February 18, 2020.

Reggie Sessions, as a citizen, of 1304 North 22nd Street, Fort Pierce said his purpose for being here this evening is to appeal to the Board from individuals he feels could ultimately suffer the consequences if they are burdened with a light bill during this period of time that we are about to go through in terms of a crisis. He is grateful and hats off to FPUA in what he read today that there is a decision made not to have cutoffs during this period of time. However, it was not clear to him if an individual is faced with a situation where there are some predictions where this could go on for months up until June, July, or perhaps even August, if in fact something like that happens true enough you made an effort not to cut their lights off, but as far as that bill accumulating for a period of several months, will those individuals be stuck with trying to pay the accumulative bill. Mr. Sessions said he knows in the past when it was for the purposes of a hurricane, FPUA took some of the measures in not having cutoffs. He said these individuals were in fact charged with paying whatever period of time that may have passed even though they were given the benefit of not having the lights cut off. While it was not clear to him, what exactly the objective was or whether or not FPUA is going to make sure that the individual is not stuck with the burden of doing so, it is a main concern of his. He is here to appeal to the Board to come up with a remedy and he does believe there are some funds from the City's perspective where they collect about $1/month that FPUA collects from the utilities. There is about $265,000 in that fund with about $165,000 going towards a security system with the Police Department. That may be an option from the City's standpoint to contribute towards that. Mr. Sessions said make no mistake about it, true enough, the benefit of not having the lights cutoff, but we are setting up individuals to fail if they are stuck with a light bill they cannot handle at the end of all of this.

A motion was made by Mr. Matthews to delete Item 1 and to approve the remainder of the Consent Agenda items. It was seconded by Mayor Hudson and unanimously approved.

1. ~~Excuse Frank H. Fee, IV, FPUA Board Deputy Secretary from the Board meeting today because he is out of town.~~

2. Appoint Javier Cisneros, Director of Utility Support Services, to the City of Fort Pierce Retirement Board.

3. Approve Post Budgeted Project/Budget Request in the amount of $75,000 to fund the costs of rehabilitating portions of the sanitary sewer system along North 8th Street between Orange Avenue and Avenue E.

4. Approve POA 6081B: The Small Utility Enterprise Agreement with Environmental Systems Research Institute Incorporated, of Redlands, California, in the amount of $150,000 for software maintenance. The initial term of this agreement shall be from March 18, 2020 to March 17, 2023 with unlimited one-year renewals.

5. Approve POA 20-37: FPUA's participation in the Florida Municipal Power Agency Joint Purchasing Project Invitation to Bid No. 2019-009 with Ace Pole Co., Inc. of Blackshear, Georgia, for the purchase of Chromated Copper Arsenate-treated wood utility poles, in an amount not to exceed $75,000 annually. The initial term of this agreement will be from March 17, 2020 to April 30, 2021 with three one-year renewal options.

6. Approve RFQu No. 20-27: The Contracts for Continuing Professional Engineering Services related to communication networking for FPUAnet with Fujitsu Network Communications, Inc., of Richardson, Texas, effective March 17, 2020 through March 16, 2025, with unlimited five-year renewal options, contingent upon receipt of the required Certificates of Insurance.

7. Approve RFQu 20-27: Specific Authorization No. FUJ-93-20-1 with Fujitsu Network Communications, Inc. of Richardson, Texas, in an amount not to exceed $86,334 for the Lincoln Park Network Design services. This Specific Authorization shall commence upon Notice to Proceed and end upon final completion and acceptance of the work by the FPUAnet Manager, contingent on receiving the required Certificate(s) of Insurance.

8. Approve Post Budgeted Project/Budget Requests for the Edwards Road Project in the amount of $99,100 for Electric and $103,000 for Gas. The total project requested amount is $202,100.

Mayor Hudson asked if we need to excuse the Attorney.

Mr. Tompeck said he does not believe we have to, but he did excuse him.

Mr. Matthews said there should be a representative from the legal office somewhere. He said it would be his responsibility to do that.

Mr. Tompeck said we talked about that and he did not think it was necessary for Amy to come. He said they are alternating, she is working from home while he is in the office and vice versa. She was not in the office today and Koby was and Mr. Tompeck told him it would not be a good idea for him to come today.

A letter was received from Hali Sims and James Hatfield thanking Jennifer Krip and Kevin Parrish from Electric and Gas Systems for working together and resolving their electric problem.

Mr. Tompeck said the first item is and information presentation by Paul Jakubczak on State and Legislative issues.

Paul Jakubczak, Director of Electric & Gas Systems presented the 2020 State and Federal Legislative updates. He said these were brought up during our Legislative Rally in Tallahassee and Washington DC in the month of February. Some of these have changed based on the time we were up there. On the State side there are a list of bills displayed and he will go over a little bit with each one of them. House Bill 653-Municipal Electric Utility Transfers, which limits the ability of electric utilities to transfer funds from the general fund of any city that received the benefit from having a municipal electric utility. In Fort Pierce it is roughly $3.6 million out of the City's $6 million that comes out of the electric. As you can see, we strongly oppose this bill because we do believe there is a true benefit from having an electric utility to the cities we represent. The second one is House Bill 773-Medically Essential Customers, has been out there for a while and it increases the amount of restrictions or requirements utilities have to have in order to make sure a medical customer has the proper information. They need to be informed as far as what their needs might to be, what their requirements are, and what FPUA's requirements are for their service.

Mr. Jakubczak said the third one on the list is Senate Bill 412 which also had a House Bill companion and it is to get a "Thank a Lineman" license plate. He said this has been on their docket for about three years and with the State of Florida we do have quite a few specialty plates out there. It took a while to actually revise some of the rules of what is required for this. He is happy to announce this did pass last week so the next step for that is to come up with a design and presale of 3,000 plates. As soon as that happens we will start seeing them out in the community. From what Mr. Jakubczak understands is within the next six months or so, we probably should be seeing those if we can get the design approved and the presales moving forward. The next one is House Bill 207 Acquisition of Water and Wastewater Systems, which the Mayor had mentioned previously. This actually says if you acquire another system, it tells you how you can pay for those expenses you had while you acquired the system. When Vero Beach was acquired by FPL, the original thing was that FPL was going to be forced to spread this across their entire customer base. Well, that kind of changed when they went to the PSC where the residents of Vero Beach are now paying a little bit more than what they had anticipated because they had to eat some of that additional costs that FPL had to pay when they acquired that system.

Mr. Jakubczak said the fifth bill is House Bill 943 – Electric Vehicle Infrastructure and this is expanding the amount of electric vehicle charging stations throughout the state. He said this is because of hurricane evacuation routes. There is a grant available that is due in May, which FPUA is going to be looking at applying for to advance our electric vehicle infrastructure within the City considering we also have the Turnpike and I-95 right here at our door step. The last one is House Bill 441 – CCNA limit changes and this increases the amount of limits that we can use and how we go about using when we do contracts with engineering firms. Unfortunately it was ready to go and then it went to the engineers so we never know what is going to happen when the engineers get their hands on things. That is it on the state level.

Mr. Jakubczak said on the federal level is the first one in a continuing saga for FEMA reimbursement after events. He said it is an interesting chart as presented by FMEA and we also presented this to our delegates when we were up there. In Hurricane Irma and Hurricane Michael the Florida Municipalities asked for about $150 million worth of reimbursement. To date, they have received less than $10 million and some of the figures show it less than $5 million. Mr. Jakubczak said he had Barbara give him some numbers because he knew the Board would ask this. He said in the three hurricanes FPUA had, Matthew, Irma, and Dorian, we have a little over $2 million of reimbursement expenses we have submitted to FEMA. To date we have $130,000 paid to FPUA, so that gives you some of the discrepancies. One of the things is they are kind of listening to what we are doing and hearing about issues we are having. They are pushing for hazard mitigation before storms and we are starting to look at a grant application process similar to what we currently have with the state through EOC. It is to mitigate before the storm and storm hardening our systems ahead of time, raise them up as sea-level rises and hardening your infrastructure or pole replacement program. We are looking into constructing an EOC for FPUA in conjunction with the City and that is something that may be a reimbursable expense as well. This is where the federal government is going and he knows the state government is already working towards that.

Mr. Jakubczak said the FCC is the other item we talked about and it is really not our friend even though they tell us they are our friend. He said they want to open up a 5 GHz spectrum, which has always been dedicated to municipalities and first responders. It keeps a lot of people off of it to eliminate feedback and noise that comes on the system and it helps us doing public safety. We are still looking at this, but we want to make sure that everyone knows this is out there and coming as well. It is not the first time the FCC has done this as well. The ongoing saga with pole attachments and 5G has not really changed a whole lot since the last year we talked about it. The FCC is still trying to tell us how much we can charge for our poles and limit what type of restrictions we can put against the power communication companies. Mr. Jakubczak said the last item is tax exempt financing of municipal bonds. He said we were able to keep tax exempt financing in there for 2019 and it is still in there for 2020. However, one thing we are pushing for is advanced refunding. They seem to have taken that out of the bill last year and we are trying to get them to put some kind of spending package in there. Basically, it is similar to if you want to refinance your mortgage because you get a lower rate, that is kind of what this advance financing is. It is a good thing for municipalities with tax exempt financing. He said he would be happy to answer any questions with the state or federal level.

Mr. Matthews asked Mr. Jakubczak to turn back to the state level and he said on SB412, he is concerned if FPUA has a plan if it is passed.

Mr. Jakubczak said it passed last week.

Mr. Matthews said to generate funds, what would FPUA have outlined for the funds generated.

Mr. Jakubczak said the funds would go to the Fallen Lineman Fund so if a lineman dies on the job, there is a fund for his family to be able to benefit from. He said this is just a specialty plate and a portion of those sales would go to that fund. That is the anticipation for this.

Mr. Matthews said on the federal level we have been horse playing with the Federal Government, but we do not have any problems in getting our ratepayers locally to come in to bring their money and pay. He said why can we not send an invoice back to them with a letter saying you are pass due for the past two and half years from FEMA.

Mr. Jakubczak said we have pushed and pushed trying to get FEMA to work with us. He said we think we get to the bottom line and then they change their rules and personnel. That was one of the main things we pushed when we met with our senators as well. When they get ready to cut the check and then they have turnover in personnel so it is almost like you have to start over because these people do not really know the process. Also, there is another barrier we have to be concerned about as well. FEMA will cut checks, but they do not cut them to the individual municipalities. They cut them to the State Department of Emergency Management and then they go through their process before they finally cut the checks down to the municipalities. To answer your question, if you had a big pair of scissors, we could cut through all the red tape and make it a whole lot easier for everybody.

Mr. Tompeck said the next item is an update on the PCA and Barbara Mika will make the presentation.

Barbara Mika, Finance Director, presented the status report on the Electric Power Cost Adjustment for February 2020. She said she will provide information about February's power cost and updated projections through February 2021. The power cost adjustment or PCA, is the mechanism by which FPUA recovers power costs that are in excess of the $79.52 base power cost, which is included in the base rate. The cost of power purchased from FMPA for the month of February was billed to FPUA at the rate of $71.17 for 1,000kWh, this was a decrease of $3.78 as compared to the billing for January. In February FPUA experienced an under-recovery of power costs from the customer of $224,412 and the cumulative over-recovery as of February 29, 2020 was $4.6 million. Mrs. Mika said the chart displayed, the bars depict the balance of the PCA over-recovery and the dark blue line represents the PCA. She said the PCA which lowered $1.00 per kWh on February 1st is currently set at negative $11.00 per kWh. The blue bars represent the actual amount over-recovered while the orange bars depict what the over-recovery would be if the projections are correct. These projections have been prepared by Raftelis Financial Consultants, which in turn were based on projections prepared by Florida Municipal Power Agency. Since the January's forecast, FMPA's estimate of the cost of purchased power for the upcoming 12 months has increased by 0.8%. The next graph takes a look at the PCA trending through September 2021. While this a long range look, 18 months out, we can see in the shorter term and through the Spring and into the Summer months, the PCA over collection is expected

to move into the targeted range between $1 million and $4 million for over collecting. The most recent three months' from December through February, FPUA has experienced under-recovery from customers of almost $650,000. The trend that is projected here with "no change" to the PCA would move the over recovery of power costs into the targeted range in the next few months. Mrs. Mika said it is the recommendation of staff the PCA remain unchanged at this time and Staff will continue to evaluate updated projections and report to the Board. This item is for information only and requires no action from the Board.

Mr. Tompeck said the next item is the Quarterly Financials for September 2019 and Nina Penick will make the information presentation and will follow-up with the presentation on the CAFR.

Nina Penick, Finance Director, presented September 2019 Quarterly Financial Operating Results. She said this is the financial results of Fort Pierce Utilities Authority for the fiscal year ended September 30, 2019. This presentation is intended to cover three documents, the Comprehensive Annual Financial Report, the Quarterly Financial Operating Results which has some of the actuals along with some of the budget information that is contained in the Final Budget Amendment. That is going to be a resolution and the last item she will address. The operating income was down $3 million and the reason is when compared to FY 2018, it is primarily due to increases in general and administrative, depreciation, and field operations, offset in part by increases in residential and general service sales. Increases in the general and administrative costs include increases in salaries and wages, retirement, and inventory write-downs. FPUA adopted GASB 89 on October 1, 2018, discontinuing the practice of capitalizing or adding interest cost incurred during construction to the cost of assets being constructed. That was to the tune of about $100,000 a year, it was a credit to expense this year, but will not be there in future years. FPUA had an increase in Investment and Other Income of $390,000, an increase in TCEC Contract Revenue which is included in that number of about $457,000, and increase in interest income of about $176,000. It was also less some funds FPUA received related to St. Croix mutual aid assistance in the previous years of $244,000. It is just money that we did not get this year, but we had in 2018. The increase in Capital Contributions is due to improvement in the local real estate market. We are pleased to accommodate those developers who are interested in investing in our community. The Capital Contributions increased $736,000 and our Capacity Reductions were down $473,000. We did have storm expenses which is the cost of emergency protective measures for Hurricane Dorian in the amount of $245,000 so our increase in Net Position for the year was $276,000, decreased $1,871,000 from $2,147,000 in FY 2018.

Mrs. Penick said a 10-year look at our revenues shows a little bit of a peculiarity in this particular chart. She said in the early years we had decreases in electric revenues. She said the revenues being the red bars and the consumption being the black line on the graph. Over four years, early in this analysis, FPUA lowered rates 9 MWH, $4 in 2011, $4 in 2013, and $1 in 2014. She said she will do her best to explain why consumption is up and revenue is down. The electric operating revenues, less the power cost was down 3.0% from FY 2018, but consumption was up 3.9%. The

causes of this inverse relationship is the amount of the unbilled revenue recorded on September 30, 2019 was $1.3 million less than the amount recorded on September 30, 2018. Unbilled revenue is at the end of any given month there are services our customers have received, but they have not received a bill for it yet. We do an estimate of the amount that was used in September that will be billed in October and November. It is not a fun calculation, but the difference was $1.3 million less than the amount recorded in the year before, it was a decrease to revenue this year and an increase to revenue last year. Another reason is the Electric Purchases for Resale, as good as our rates from FMPA have been this year, they were up $500,000 more than the prior year. The chart displayed takes FPUA's operating revenues and subtracts the power cost, which is a direct charge to the customer and because it was a little bit more in 2019 that is also part of the reason why there was a difference. The rest of the electric operating revenues were up $2.3 million so everything is good.

Mrs. Penick said in FY 2019 the water operating revenues were up 7.9% and consumption was up 5.5% from FY 2018. She said FPUA has been adding customers and it is a wonderful thing. In FY 2017, this extra bump was a result of the capacity reductions recorded in that year where the developers reduce their capacity and pay off their Guarantee Revenge Charges. The water systems did very well last year and so did the electric system. The wastewater operating revenues were a little bit more flat and were actually down 0.8% from FY 2018, but the units billed were up 3.3%. As we have fewer capacity reductions over time and those will fall off, the revenues are going to level off as they did this year. On the natural gas side, the operating revenues, less gas cost, was up 7.1% from FY 2019, another great year. The consumption was up 8.3%. Over the 10-year period, there has been a 69% increase in consumption and 31% increase in revenue since FY 2010. That is primarily a result of contract customers that were first billed in August 2012, which was beneficial for our customers as well as FPUA.

Mrs. Penick said in FY 2019, expenses are fairly consistent year over year, but in FY 2019, the O&M expenses were 2.6% below projected, but 4.5% above FY 2018 actual results. She said the reason they were below the budget is because the cost of power purchased from FMPA was $5.1 million below projected, about 11%. We always put a very high number in the budget for purchases for resale. The cost of purchased power was $521,000 more in FY 2019 than in FY 2018 which was 1.3%. The good news is that there was a 1% increase in MWh purchased from FMPA. It is not that the rates we are paying to FMPA may be a tiny bit higher, but we actually billed and sold more power. In terms of our operating income and debt service, the operating income took a little bit of a nose dive and we talked about why already. The next chart is designed to demonstrate FPUA's ability to pay our dept. Our debt service coverage ratio for FY 2019 is 2.85, more than double the 1.25 required by FPUA's bond covenants. The cash ratio that we do have to calculate twice a year is 142, which is well above the 45 days. Mrs. Penick said she generally does not like to quote that number, but it is a published number. She said that would mean it cost FPUA about $215,000/day to operate, but that does not take into consideration the City Distribution, the principal and interest we pay on our debt, and our capital costs. Those are some pretty big numbers and in real days that is about 105 days. Last year we spent about

$290,000/day. Mrs. Penick said she looked back in one of her data bases and realized this is not the most unrestricted cash we have ever had. She said we had more unrestricted cash on March 31, 2014 and it was right before we paid the City Distribution, but it was after we paid the debt payments or at least half the interest. At that time the balance was $37 million and she did not remember that. Included in Note N on page 49 of the Notes to Financial Statements is the calculation of the Distribution to the General Fund of the City of Fort Pierce. We expect to pay about $6.3 million to the City later on this year. Mrs. Penick said Jim Hartley, our external auditor is in the audience if the Board has any questions for him or questions for her. She is requesting Board approval of the FY 2019 Comprehensive Annual Financial Report.

Mr. Matthews said he will try to break it down to his understanding with the other members of the Board. He said to go back to the operating losses and asked if Mrs. Penick puts the uncollectable funds that we do not collect in that category.

Mrs. Penick said we do have a bad debt reserve and there is an amount that was uncollectable. She said the utility bad debt expense was $41,000 this year and that is way down. We have improved our lien procedures for the inactive account charges and we have a good deposit policy so people do not get too far behind in their bills. In 2017, that very same number was $262,000.

Mayor Hudson asked what page Nina was looking at.

Mrs. Penick said she is looking at the Final Budget Amendment, page 6. She said that will have all of FPUA's expenses for FY 2017, FY 2018, the amended budget for FY 2019 and the final budget for FY 2019, which is really our actuals.

Mr. Matthews said he would like to ask about the retirement from year to year and asked if FPUA is greater with persons leaving and going in retirement or are we less as we move in different years or about the same.

Mrs. Penick said the required contribution for next year, the 2021 year, actually went down over 1%. She said in terms of the current contributions they are decreasing percentage wise. We are paying it on higher salaries to start with and the other thing she wishes she could do a good job of explaining. We have a GASB 68 adjustment that we have to make and the actuary prepares the information for us and we accrue an additional liability over and above what we are required to pay in cash. That adjustment this year was $2.1 million and it is a non-cash item. The liability and the deferred inflows and the deferred outflows are all items stated on our statement of net position otherwise known as a balance sheet. Those numbers have been adjusted upwards over time and we continue to book that adjustment each year. We are hoping the actuary will be able to provide us an estimate earlier in the year than February 28, which is when we received it this year to book the entry for all of last year. We are hoping we are going to have better estimates. Mrs. Penick said she is not an actuary so she is not sure she can tell Mr. Matthews whether the expenses are going to increase or decrease over time.

Mr. Matthews said what is puzzling him in this whole deal is you have the operational amount and down the line somewhere you deduct the expenses whatever the operating expenses are. He asked far down the line before you take it out, at the end of the year, why not take it out as you go? He said $100,000 in January ought to be taken out in January.

Mrs. Penick said FPUA pays into the system every two weeks, every time we issue paychecks, we pay into the system, both the employer and employee share. She said we continue to pay in all throughout the whole year.

Mr. Matthews asked if she ever over pays it like that.

Mrs. Penick said no because they tell us exactly how much to put in. She said what she cannot really do a very good job of explaining to the Board is to why we have these additional adjustments based on the same actuary, just a different perspective. It shows somehow that we are expected to be paying out more. It is all dependent upon on how long our employees live because most of the benefits are for life.

Mr. Matthews said in reference to the City Distribution, how does it get to be different. He said the reason he is asking that is even though there is a loss, we are still giving the City the $6 million.

Mrs. Penick said they are not related at all. She said there are three employee groups in the retirement system, it is not just FPUA. She said there is also the City and the Police. The information is accounted for completely separately. Over the years the contributions for each of those have changed. As an example, the City employees puts in she believes 5.16%, FPUA employees put in 6.16% and that is just something that happened years ago and FPUA never caught up, if you will, so they are out of sync. Both the Police as well as the general employees are paying the 5.16% and because people are getting paid different amounts of money, it is all based on the people. Every year we have to give them census data on every employee. We have to give them what they are making, what their birth date is, etc.

Mr. Matthews asked when an employee leaves FPUA, is there retirement based on the last high five years.

Mrs. Penick said if they have been there five years, it is calculated on the top five of the last ten years, times the number of years of service, times 3%. She said that is if they take the straight life option. There are actually five other options where they can leave some of the money to their spouse if the employee passes. There is 10-year certain if they are leaving it to an estate, or you can leave everything to your spouse, or can leave a percentage to spouse. The primary basis is the top five of the last ten, which is generally the last five, but not always.

Mayor Hudson said she had a question on the retirement. She said in reference to page five of the Final Budget Amendment, you said the retirement was higher this year.

Mrs. Penick said yes it was $4.9 million for the retirement and of that $2.1 million was an accounting entry, not cash that went out the door.

Ms. Cavalcanti said it is booking or increasing the reliability.

Mayor Hudson asked if FPUA budgets for when someone leaves and has a large payout upon retirement.

Mrs. Penick said that does not generally happen because that is already figured in, it is standard. She said that would be expected.

Mayor Hudson asked if the actuary figures that in.

Mrs. Penick said absolutely.

Ms. Cavalcanti said it is in the liability number.

Mrs. Penick said there are so many moving parts to the pension because it is based on what kind earnings the pension plan earns.

Mayor Hudson said a lot of it depends on the stock market.

Mrs. Penick said absolutely, so many working parts. She is requesting the Board approval of the FY 2019 Comprehensive Annual Financial Report.

A motion was made by Mayor Hudson, seconded by Mr. Matthews, and unanimously carried to approve FY 2019 Comprehensive Annual Financial Report as presented.

Mrs. Penick said moving on to the Final Budget Amendment is the one where we put very large amounts in our revenues and expenses for basically purchased power, gas is much more conservative and is a smaller number. She said pretty much what you are going to see is a final that is going to be a lot less than what the amended budget was both on the revenue as well as on the expense side. At least they are less and that is a good thing except we do not like to see less revenues, but the only reason there is less revenues is because there is less expense on the PCA side. This is basically a housekeeping item, but she is requesting the Board adopt Resolution No. UA 2020-04 Fiscal Year 2019 Final Budget Amendment. Mrs. Penick requested Florinda Mazzarella to read the title of the resolution into the record.

Mr. Matthews asked if it is going to go to the City for approval.

Mrs. Penick said both the CAFR as well as the Final Budget Amendment will go to the City Commission.

Mrs. Mazzarella read the title of the resolution into the record as follows: "Resolution No. UA 2020-04 – A resolution amending the budget of Fort Pierce Utilities Authority of the City of Fort Pierce, Florida for the fiscal year beginning October 1, 2018 and ending September 30, 1019."

A motion was made by Mr. Matthews, seconded by Mr. Bey, and unanimously carried to adopt Resolution No. UA 2020-04, a resolution amending the budget of Fort Pierce Utilities Authority of the City of Fort Pierce, Florida for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019.

Mr. Tompeck said the next item is two banking items that require approval and Nina will continue to make the presentation on those.

Mrs. Penick said the good news is after all the dust has settled with regard to the transfers that have been made amongst all of our different accounts, we have opened a couple of new accounts, added some money to higher earning accounts, and we have two resolutions at two different banks that we have to approve separately. She said this also is a housekeeping item that is the final paperwork needed to provide the updates for the authorized signers on FPUA's bank accounts, to get Nina off and Barbara on.

Mr. Matthews said he brought this up once before and asked if on some of the projects, when we do a resolution like this, then could we put the amount. He said we have no way to know how much money is in the bank.

Mrs. Penick said it is always changing because we are always earning interest so it will always be increasing. She said what you see on the screen represents fairly close to how much is in each of them. The quarterly financial operating results will give you the numbers.

Mr. Matthews asked what book she is looking into.

Mrs. Penick said the blue one that says quarterly financial operating results on page three, it will show how much the balances were as at the end of this particular quarter. She said anytime we do quarterlies that information is presented, how much is in each account.

Mayor Hudson asked what page it is at.

Mrs. Penick said page three and it will always be page three unless they change up. She said you can see Seacoast has about $38 million and the bulk of the money is in the insured cash sweep.

TD Bank, which is the other resolution that we are authorizing today, we just opened a Certificate of Deposit for the amount of $1 million. That could always change, these resolutions basically show that the Board is authorizing FPUA to invest in those two institutions and these are the authorized signers.

Mr. Matthews said for auditing purposes it ought to be named so an auditor knows we have $1 million over here in bank 29.

Ms. Cavalcanti said the auditors get a confirmation of all the banks and the exact amount. She said when they do the audit, they confirm every one of those amounts to the penny.

Mr. Matthews said that would not be correct because if we approve $1 million and by the time the audit comes along, it might not be but $100,000.

Ms. Cavalcanti said they are looking at the audit as of September 30th, they do not audit for every quarter. She said they audit once a year so they vouch that number every year, they have to.

Mrs. Penick said it is a big number and they are not easy to get from the banks, the banks are not terribly co-operative.

Ms. Cavalcanti said they are not terribly accurate.

Mrs. Penick said other than that, there is no problem.

Ms. Cavalcanti said other than that yes great and that is why the auditor does a lot of work.

Mrs. Penick said and it takes longer than it has to.

Mayor Hudson said they are in the audience and we appreciate him.

Mrs. Mazzarella read the title into the record as follows: "Resolution No. UA 2020-02 – Governmental Entity Certificate of Resolution".

A motion was made by Mr. Matthews, seconded by Mayor Hudson, and unanimously carried to adopt Resolution No. UA 2020-02, TD Bank Governmental Entity Certificate Resolution.

Mrs. Mazzarella read the title into the record as follows: "Resolution No. UA 2020-03 – Corporate Authorization Resolution".

A motion was made by Mayor Hudson, seconded by Mr. Fee, and unanimously carried to adopt Resolution No. UA 2020-03, Seacoast Bank Master Corporate Authorization Resolution.

Mr. Matthews asked if the resolutions require signatures.

Mrs. Cavalcanti said they do.

Mr. Tompeck said a couple of things related to the Corona Virus. FPUA issued a press release yesterday announcing the customer lobby would close effective tomorrow, Wednesday March 18th for a period of at least two weeks at which time we will evaluate further closings. He said the press release highlighted additional ways of connecting with customer service during the closure. The drive-through will remain open and FPUA will also suspend service disconnections during this period. The Manatee center has also been closed effective today. Most of our volunteers are in the "high risk" group and we do not want to put them in harm's way. Rachel and her staff are putting together some additional children's educational information on the website and Facebook page so they keep the kids busy and not drive their parents crazy when they are home. Great idea! We are currently implementing our pandemic plan, including options for telecommuting and we are going to take a closer look at that later on in the week. As events and updates continue to unfold, Mr. Tompeck said he will keep the Board up to date. Most upcoming events have been postponed or cancelled as we try to limit gatherings to no more than 6-10 people. All out of state travel has been suspended and we're trying to limit in state travel as well. Most of the meetings that have currently been scheduled have been postponed or cancelled so it should not be too hard. Special emphasis on hygiene and sanitizing are in effect in the buildings.

Mr. Tompeck said FPUA has received the draft report from Raftelis on the joint FPUA/County study on relocation of the WRF. He said it is recommending an 8 mgd plant expandable to 10 mgd. The cost estimate for the north location, which is near the airport is ~$141M and at the south location (TCEC) is ~120M. We are still reviewing the report and will provide the Board with an information presentation on this subject in the near future. The FPUA update to the City Commission at the conference agenda meeting next Monday has been postponed and will be rescheduled.

Mr. Matthews said he has a deep concern on what happened. He said he was at the Publix, standing outside and a gentleman came along about 22 or 23 and said he sees that FPUA is going to be closing and he wondered what he was talking about. It looks to him the protocol would be to come to the Board first before putting it on the website. The gentleman being 22 was probably a computer whiz probably saw it. Mr. Matthews said this meeting right here we could have approved what we were going to do anyway.

Mr. Tompeck said he thought we had discussed this internally last week and were kind of waiting to see exactly what the School Board was going to do. He said we thought there was a critical dynamic here because we knew the schools would close this week for spring break and they

closed for an additional week. We thought that might have an impact on our employees and their ability to take care of kids and we also thought there was a better chance of transmitting the disease in the lobby. Mr. Tompeck said he also got some information from the County about the fact they were trying to limit public access to our employees and to their employees and that is why we decided to go ahead. He apologized for not bringing it to the Board, but he wanted to get the information out as quickly as possible so the people would be aware and give them a little bit of time before we actually closed the lobby. The drive through will still be open and one of the nice features here is our staff will still be there. We will have additional people to handle phone calls and inquiries. The press release went into great detail about the additional ways our customers can pay their bill or contact us.

Mr. Matthews said another concern he has is one speaker that spoke today, he has had the same concern in another angle. He thinks we need to not go by the national movement, lets treat our local ratepayers a little differently. The average person probably makes $15,000 or less and trying to take care of household matters. We should, as a Board, try to look at whether or not we can take some of the monies we have somewhere and maybe say if they have been with the Utility Authority for five years, they get a percentage to help them out, that would be for hardship. Mr. Matthews said the other problem he is concerned about is that we are so easy to create a new suffering for persons like our ratepayers. He said what will happen is the longer you stretch a time delay for someone to pay the bill, he has enough sense to know and hopes the Director has enough sense, but they are going to spend that money. They think they need to free it up somewhere so his thing would be is to put some kind of pilot program together or a credit line for them to pay something. Let's say they owe $500, a person can pay $100 to keep their lights on. He asked if they would have pay that and said we ought to be working a program out that will pay that other $400.

Mr. Tompeck said we can certainly look at some options there, but one of the difficulties we have is the Public Service Commission Rules and Regulations say FPUA cannot violate in terms of treating customers differently.

Mr. Matthews said some of the things he thought of is he heard the restaurant west of town, Golden Coral, is laying their people off. He said that is not money coming in at all. He said we have 30 of our ratepayers working out there and have 30 headaches.

Mr. Tompeck said he understands the problem and we certainly will take a look at it. He cannot off the top of his head promise that we can do anything.

Mr. Matthews said another concern he has is Allegheny and said we put $600,000 in the smart program and asked how much Allegheny gave.

Mr. Tompeck said he believes it was $400,000, the City of Fort Pierce threw in $200,000, and the County $50,000.

Mr. Matthews said we should be equal partners in the smart program.

Mr. Tompeck said that is the way we set it up as part of FPUA's program to help build the City and help the area of Lincoln Park. He said we actually threw in a lot, but Allegheny did very well in getting us $400,000.

Mayor Hudson said there is so much we do not know that is going to happen as a result of what we are going through right now. She said we should be mindful of our customers which is a great thing and she thinks this whole country is going to be mindful of businesses as well as working with people who are not going to have enough money. In a way we are all going to be in the same boat. Mayor Hudson said they had a press conference today out at the County and talked about what the City was doing and she wanted to let this Board know. Police services and waste/recycling services are going to remain the same for right now. City Hall will remain open starting tomorrow with limited access. The public will not be able to be in without being monitored, they are going to set up a system for that. All Board and Committee meetings are being cancelled, all recreational programs are being cancelled, all large scale events are being cancelled, and that large scale is being whittled down to now 10 people. The Sunrise Theater is of course closed, City parks will be open, Indian Hills Golf Course will be open, Fort Pierce City Marina will continue to be open, but will not accept new reservations. Mayor Hudson said the gift shop is closed and she also covered what FPUA was doing in terms of the lobby and no service disconnections. She said the City will be issuing alerts daily. This will be changing daily so none of knows what will be happening in the future. So far the beaches will remain open which was announced by the County and the Governor has not said anything about the beaches yet.

Mr. Matthews said it is funny how the beaches got an exempt.

Ms. Cavalcanti said they are saying this virus does not like heat and sun so the beaches should be open.

Mr. Matthews said they should go to the beach to be safe.

Ms. Cavalcanti said she thinks the beach is one of the best places to be.

Mayor Hudson said our beaches are not crowded like the others.

Ms. Cavalcanti said they are not like Miami.

Mayor Hudson said they are not like Miami and Fort Lauderdale. She said things are happening and changing by the hour so she does not think anybody knows what is going to happen in the future. Everybody needs to pay attention and take it seriously.

Mr. Matthews said one thing you did not tell them is the bars will be closed too.

Mayor Hudson said she did not tell that because the Governor announced it this afternoon that the bars and night clubs as of 5:00 today will be closed.

Ms. Cavalcanti said restaurants that serve liquor are still open till 9:00 pm

Mayor Hudson said they are open at 50% capacity, that was announced by the Governor.

Mr. Bey wished everyone a Happy St. Patrick's Day.

There being no further business, the meeting was adjourned.

ATTEST:

_____ _____

SECRETARY CHAIRMAN

Fort Pierce Utilities Authority

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

Board Submission Form

4/9/2020

Department: 32 - Information Technology Svcs

Board Meeting Date: 04/21/2020

Item Type: Consent Agenda

Subject: Cisco WebEx Events Center

Recommendation:

Ratify the emergency purchase and Vendor Agreement with Cisco Systems, Inc., of San Jose, California, in an amount not to exceed $4,596 for the Cisco WebEx Events Center, for the period from April 8, 2020 to April 7, 2021.

Reviewed By Attorney: No

Funds Available From: ___ No Funds Needed X Budgeted ___ Contingency

Approvals:

System Director:	CISNEROS, JAVIER	Apr 7 2020 3:24PM
Director of Finance:	MIKA, BARBARA A.	Apr 7 2020 11:26AM
Director of Utilities:	TOMPECK, JOHN K.	Apr 7 2020 3:25PM

Fort Pierce Utilities Authority

Memorandum

TO: John K. Tompeck, P.E., Director of Utilities

THROUGH: Javier Cisneros, P.E., Director of Utility Support Services

FROM: Thomas A. Fryar, I T Services Manager

DATE: April 09, 2020

SUBJECT: **Cisco WebEx Events Center**

RECOMMENDATION:

Ratify the emergency purchase and Vendor Agreement with Cisco Systems, Inc., of San Jose, California, in an amount not to exceed $4,596 for the Cisco WebEx Events Center, for the period from April 8, 2020 to April 7, 2021.

SUMMARY/SUPPORTING INFORMATION

Governor Ron DeSantis issued Executive Order 20-69 on March 20, 2020 (EO 20-69), suspending all Florida statutes that require a local government body to meet at a specific public location or meet in-person to form a quorum. EO 20-69 further authorizes local government bodies to utilize communications media technology, such as telephonic and video conferencing, as provided in section 120.54(5)(b)2, Florida Statues, to comply with any quorum and public meeting requirements. Pursuant to EO 20-69, FPUA selected the Cisco WebEx Events Center platform which will be used for FPUA Board meetings and allow the Board to meet electronically by telephonic and video capability, and allow the public to participate via the internet or telephone. The Director of Utilities authorized the purchase of the Cisco WebEx platform on an emergency basis on April 6, 2020. Staff recommends that the Board ratify the approval and agreement for the purchase which will ensure that the Board is able to continue to hold FPUA Board meetings as required by the Charter.

ALTERNATIVES (IF ANY):

Not ratify the approval and agreement, which is not recommended and would require cancellation of the current and future Board meetings and the use of a different on-line meeting platform or in-person meetings.

Fort Pierce Utilities Authority

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

Board Submission Form

4/8/2020

Department: 54 - Electric T&D

Board Meeting Date: 04/21/2020

Item Type: Consent Agenda

Subject: Osmose Pole Change Out

Recommendation:

Approve the Budget Transfer Request in the amount of $70,000 to fund the replacement of failing distribution poles.

Reviewed By Attorney:

Funds Available From: ___ No Funds Needed X Budgeted ___ Contingency

Approvals:

System Director:	JAKUBCZAK, PAUL A.	Mar 30 2020 2:11PM
Director of Finance:	MIKA, BARBARA A.	Mar 30 2020 5:43PM
Director of Utilities:	TOMPECK, JOHN K.	Mar 31 2020 10:48AM

Fort Pierce Utilities Authority

Memorandum

TO: John K. Tompeck, P.E., Director of Utilities

THROUGH: Paul A. Jakubczak, P.E., Director of Electric & Gas Systems

FROM: Wilburn L. Crawford, T&D Superintendent

DATE: April 08, 2020

SUBJECT: **Osmose Pole Change Out**

RECOMMENDATION:

Approve the Budget Transfer Request in the amount of $70,000 to fund the replacement of failing distribution poles.

SUMMARY/SUPPORTING INFORMATION

In an effort to improve the reliability of our system we have developed a project to replace 222 distribution poles as part of our storm hardening plan. We have hired a contractor to assist our internal distribution crews to efficiently complete this process.

This budget transfer will cover the increased material pricing and any estimating shortfalls.

ALTERNATIVES (IF ANY):

Not approve and reduce the scope of the change out. This is not recommended as it has the potential to decrease the reliability of our system

ATTACHMENTS:

Budget Request

Budget Transfer Request

FPUA COMMUNITY PROUD

Date	03-19-2020

From Department Dept. No.: 54 - ELECTRIC T&D

To Department Dept. No.: 54 - ELECTRIC T&D

This form shall be used to request transfers between projects. To request a new project number, please prepare a Post-budgeted Project/Budget Request Form.

Requisition pending transfer? ☑ Yes ☐ No Requisition No.: 35965 Fiscal Year: 2020

From			To		
Account No.	Description	Amount	Account No.	Description	Amount
536420515	TRANS & DIST IMPROVEMENTS	$70,000	536420505	DISTRIBUTION POLE REPLACEMENT	$70,000
From Amount		$70,000	To Amount		$70,000

Comments:

APPROVALS

	From - Department Head
	From - Director
If Different Dept.	To - Department Head
If Different Dept.	To - Director
> $10,000	Director of Utilities
Capital	Utility Accountant - Plant
O&M	Utility Accountant - GA2

\\BETA\PCNET\INFORMED\DATA\BGT020_54_4605.IFM

Fort Pierce Utilities Authority

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

Board Submission Form

4/8/2020

Department: 56 - Electric & Gas Engineering

Board Meeting Date: 04/21/2020

Item Type: Consent, Contract Agreement

Subject: Design Services for the Replacement of Savannah Transformer No. 1 Part 1

Recommendation:

POA No. 14-56: Approve a) Budget Transfer Request in the amount of $60,000 and b) Specific Authorization No. 56-20-01, with Leidos Engineering, LLC, of Reston, Virginia, for design services for the Replacement of Savannah Transformer No. 1-Part 1, in an amount not to exceed $118,059. This Specific Authorization will commence upon written Notice to Proceed and end upon final completion and written acceptance by FPUA.

Reviewed By Attorney: NA (FPUA Standard Contract)

Funds Available From: ___ No Funds Needed X Budgeted ___ Contingency

Approvals:

System Director:	JAKUBCZAK, PAUL A.	Apr	8 2020	7:44AM
Director of Finance:	MIKA, BARBARA A.	Apr	8 2020	8:28AM
Director of Utilities:	TOMPECK, JOHN K.	Apr	8 2020	8:32AM

Fort Pierce Utilities Authority

Memorandum

TO: John K. Tompeck, P.E., Director of Utilities

THROUGH: Paul A. Jakubczak, P.E., Director of Electric & Gas Systems

FROM: Joseph L. Lammers, P.E., Supervising Engineer

DATE: April 08, 2020

SUBJECT: **Design Services for the Replacement of Savannah Transformer No. 1 Part 1**

RECOMMENDATION:

POA No. 14-56: Approve a) Budget Transfer Request in the amount of $60,000 and b) Specific Authorization No. 56-20-01, with Leidos Engineering, LLC, of Reston, Virginia, for design services for the Replacement of Savannah Transformer No. 1-Part 1, in an amount not to exceed $118,059. This Specific Authorization will commence upon written Notice to Proceed and end upon final completion and written acceptance by FPUA.

SUMMARY/SUPPORTING INFORMATION

On November 5, 2019, the Board approved the contract for RFP No. 19-11A for the purchase of one (1) 15/20/25 MVA substation transformer to be installed in fiscal year 2021. In order to complete the installation, a design and protection system study for the replacement of the substation transformer must be completed. The engineering services will include field investigation, relay verification, relay wiring diagrams, construction drawings, digitization of existing hand drawings and manufacturer support. Funding for engineering services for this project (594) is being transferred from projects 503 & 559.

ALTERNATIVES (IF ANY):

Do not approve services from this engineering firm and require the design to be completed using in-house engineering staff. This is not recommended because of the experience and quality control that comes with hiring a professional engineering firm for projects of this magnitude.

ATTACHMENTS:

Budget Transfer
Specific Authorization LEIDOS 56-20-01

Budget Transfer Request

Date	03-11-2020

From Department Dept. No.: 56 - ELECTRIC & GAS ENGINEERING

To Department Dept. No.: 56 - ELECTRIC & GAS ENGINEERING

This form shall be used to request transfers between projects. To request a new project number, please prepare a Post-budgeted Project/Budget Request Form.

Requisition pending transfer? ☑ Yes ☐ No Requisition No.: 35891 Fiscal Year: 20

From			To		
Account No.	Description	Amount	Account No.	Description	Amount
535320559	TOTTEN/HARTMAN IMPROVEMENTS	$40,000	536220594	SUBSTATION TRANSFORMER REPLACE	$60,000
536420503	AUTO RECLSURE RELIAB IMPRVMNTS	$20,000			
From Amount		$60,000	To Amount		$60,000

Comments:

BUDGET TRANSFER TO INCREASE FUNDING FOR SUBSTATION TRANSFORMER REPLACEMENT PROJECT. P&C ENGINEERING DESIGN FOR SUBSTATION TRANSFORMER AND IN-HOUSE LABOR COSTS ARE MORE THAN ANTICIPATED.

APPROVALS

	From - Department Head	escnet/lammers (3/11/2020)
	From - Director	
If Different Dept.	To - Department Head	
If Different Dept.	To - Director	escnet/jakubczak (3/11/2020)
> $10,000	Director of Utilities	escnet/tompeck (3/11/2020)
Capital	Utility Accountant - Plant	
O&M	Utility Accountant - GA2	

\\BETA\PCNET\INFORMED\DATA\BGT020_56_4598.IFM

SPECIFIC AUTHORIZATION

NO. LEIDOS 56-20-01

Pursuant to the provisions contained in the "Agreement for Professional Engineering Services" dated January 21, 1986, and in accordance with the mutually accepted updated terms and conditions dated January 20, 2007 (Contract) between Fort Pierce Utilities Authority (OWNER) and Leidos Engineering, LLC (FIRM), this Specific Authorization authorizes Firm to provide services under the terms and conditions set forth herein and in the Contract, which is incorporated herein by reference as though set forth in full.

The OWNER desires engineering services related to the Design Services for the Replacement of Savannah Transformer No. 1 (Part 1), hereinafter referred to as the "Specific Project."

Section 1 – Terms

The FIRM shall be defined as an individual, corporation, or contractor having a direct contract with the OWNER or with any other subcontractor in the performance of a part of the work contracted for under the terms of this Specific Authorization with OWNER.

Section 2 - Scope of Work

The Scope of Work is to provide engineering design services for the replacement of Savannah Transformer No.1. Details of this service is outlined below:

Savannah Transformer No.1 Design

Transformer No.1 at Savannah substation will be replaced with a new transformer. The protection and control, settings and substation physical scopes are detailed below:

Protection and Control and Settings Scope of Services

- Replace 69/13kV Transformer No. 1.
- Remove two (2) existing electromechanical relays and replace with SEL relays. This includes one relay for transformer differential and one relay for transformer overcurrent backup.
- Provide settings files for the two new transformer relays.
- Update associated P&C drawings to show the new transformer installation. This will require the following modifications:
    a. Update transformer connection and wiring diagrams.
    b. Modify panel wiring and associated drawings to accommodate the new transformer relays, if needed.

Substation Physical/Civil Scope of Services

- Replace existing 69/13kV, 20 MVA transformer No. 1 with a new 69/13kV, TBD MVA transformer.
- New conductor jumpers will be installed to the high-side and low-side disconnects.
- New ground conductor will be installed to the new transformer tank and surge arresters.
- New conduits will be run from the transformer control cabinet to the existing trench or the control enclosure.
- New animal mitigation will be installed on the low-side of the transformer for bushings and conductor.
- The existing transformer foundation is planned by the client for direct reuse to support the new equipment installation without modification. Leidos will **not** perform a strength and stability analysis of this existing foundation for reuse. No retrofit design of the existing foundation or existing drawing modification is accounted for in this proposal, nor anticipated to be required as part of this scope.
- The existing transformer oil containment is planned by the client for direct reuse to supply protection for the new equipment installation without modification or evaluation by the Leidos civil engineering department. No civil engineering analysis or retrofit design of the oil containment is accounted for in this proposal, nor anticipated to be required as part of this scope.

Section 3 – Location

The services to be performed by the FIRM shall be on the following site or sites:

- Substation 3 (Savannah Substation) – 91 E. Savannah Rd., Fort Pierce, FL 34982

Section 4 – Project Reference

The OWNER desires the FIRM to perform the services that shall be referred to as the: Design Services for the Replacement of Savannah Transformer No. 1 (Part 1), SA No. Leidos 56-20-01.

Section 5 – Deliverables

FIRM will provide the following Deliverables to OWNER:

- The FIRM will review the transformer vendor drawings provided by ABB and schedule a virtual meeting with FPUA to discuss comments. The FIRM will not be responsible for delays or design changes due to errors in the vendor drawings. Any changes or deviations due to the content of the transformer vendor drawings will be evaluated and may result in a change order request.
- The FIRM will submit a 30% preliminary design package for the OWNER to review. The OWNER will have ten (10) business days to review and provide comments.
- The FIRM will submit a 90% design package for the OWNER to review. The

OWNER will have ten (10) business days to review and provide comments.

- The FIRM will incorporate any comments found during the OWNER's review within ten (10) business days.

OWNER will provide the following Deliverables to FIRM:

- Latest electronic station prints for Savannah substation.
- Final vendor drawings in electronic format for the new transformer.
- Standards and go-bys to be used as a design basis.
- Existing relay settings files for the relays that are to be modified.
- Latest ASPEN model with the new transformer modeled.

Assumptions and Clarifications

- This proposal does not include any cost for incorporating as-left field conditions into the station drawings. It is assumed the station prints are accurate.
- This substation does not have a full set of electronic CAD files. Some of the available drawings are scanned PDFs of drawings at site. This proposal includes the cost to create electronic files of the existing station PDFs. The FIRM will not be responsible for the content or accuracy of redrawn raster prints outside the scope of work. The FIRM will only verify and update those areas of the prints that pertain to the transformer replacement. The approach for this will be similar to the process used for the ongoing 69kV breaker replacement job at Savannah.
- Additional design work due to changes in general layout, or substation three line is to be considered out of scope and may result in a submittal of change order request and/or schedule change request, depending on the outcome of discussions with FPUA representatives.
- The FIRM will not be responsible for material procurement.
- The exact SEL relay types and models to be determined by FIRM and OWNER upon award of contract.
- There is no need for a neutral reactor on the new transformer.
- Existing oil containment exists for transformer No.1. No oil containment evaluation or new oil containment design is included in this proposal. Existing oil containment is assumed adequate for the new transformer replacement.
- The OWNER has an SPCC plan and it is up to date. The FIRM will not be responsible for changes to this plan due to the change in oil capacity of the new transformer.
- Permitting, site grading design, telecommunications and site security design, equipment procurement, AC station service sizing, DC battery sizing, grounding analysis, lightning protection and outage plan/construction sequencing by OWNER.
- The FIRM is not responsible for ground grid calculations. The existing ground grid is assumed to be adequate.

Section 6 – Time of Performance (Estimated Schedule)

Leidos proposes to perform the design and field work associated with this proposal according to the following milestone schedule.

- Submit Proposal to FPUA 03/10/2020
- Receive Written Work Authorization 04/07/2020
- Receive Vendor prints for review 04/10/2020
- Schedule Skype meeting with FPUA to review comments 04/20/2020
- 30% Preliminary package issued for review 05/15/2020
- 30% comments back from FPUA 06/01/2020
- Incorporation of FPUA comments and final release of 30% 06/11/2020
- 90% Issued for Review 07/15/2020
- 90% comments back from FPUA 07/29/2020
- Incorporation of FPUA comments and final release of 90% 08/07/2020
- IFC package 08/19/2020

Section 7 - Method and Amount of Compensation

The fee for the services under this Specific Authorization shall be an amount not to exceed $118,059.00 (one hundred eighteen thousand fifty-nine dollars and no cents) for the Specific Project on the basis of the Scope of Services outlined in this Specific Authorization and the anticipated level of effort, without obtaining the prior written authorization of OWNER.

The FIRM shall be paid by the OWNER 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 based on the date the invoice was received.

Total Project Cost: $118,059.00 per the cost breakdown below:

Task	Cost
Engineering for transformer replacement	$50,953.00
Print Redraw	$25,044.00
Engineering for new transformer relays	$25,554.00
Transformer vendor drawing review (P&C and Sub)	$9,008.00
Engineering Contingency	$7,500.00
Total	$118,059.00

On the terms contained in FIRM's said 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 Authorization.

Section 8 – Responsibilities

Firm shall, under no circumstance, look to the OWNER to provide labor or equipment for the FIRM. The FIRM shall provide 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 the FIRM.

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

8.2 In addition to applicable provisions of Section 3 of the Contract, The OWNER will: Provide the following receivables to the FIRM: (1) Latest electronic station prints for Savannah substation, (2) Final vendor drawings in electronic format for the new transformer, (3) Standards and go-bys to be used as a design basis, (4) Existing relay settings files for the relays that are to be modified, (5) Latest ASPEN model with the new transformer modeled.

8.3 The FIRM acknowledges and understands that it is an independent contractor in its relationship with the OWNER. The FIRM hereby designates Konstantin Moroz, P.E. as the FIRM's Designated Representative pursuant to Section 1 of the Contract.

Section 9– Insurance

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

Section 10 – Commencement

The FIRM shall commence upon written Notice to Proceed and end upon final completion and written acceptance by FPUA.

Section 11 – Level of Service

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

Section 12 - Other Provisions

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

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:

HEIDI HUSTON-WYTOVICZ NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 11-09-21

LEIDOS ENGINEERING, LLC

BY: Samantha Prociv
Signature/Officer of Firm (Manual)

Samantha Prociv
Name (Typed or Printed)

TITLE: Senior Contract Representative

STATE OF: Washington

COUNTY OF: King

The foregoing instrument was acknowledged before me this 2nd day of April, 2020, by Samantha Prociv (Officer of Firm), Asst. Secretary (Title), of Leidos Engineering (Name of Firm), LLC. a Delaware (State) corporation, on behalf of the corporation.

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

Heidi Huston-Wytovicz
Notary Public

My commission expires: 11-9-2021

ATTEST:

_____
Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: RNR
Fort Pierce Utilities Authority Attorney

BOARD SUBMISSION FORM

Fort Pierce Utilities Authority
"Committed to Quality"
206 South Sixth Street (34950)
PO Box 3191 | Fort Pierce, FL 34948-3191
Phone: 772.466.1600

Department: 74 - Gas Operations

Board Meeting Date: April 21, 2020

Item: ____ Regular Agenda X Consent Agenda

Subject: Natural Gas Rate Stabilization Fund Update-April 2020

Recommendation:

Approve no change to the Purchased Gas Adjustment for the month of April 2020.

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: _____

Fort Pierce Utilities Authority

Memorandum

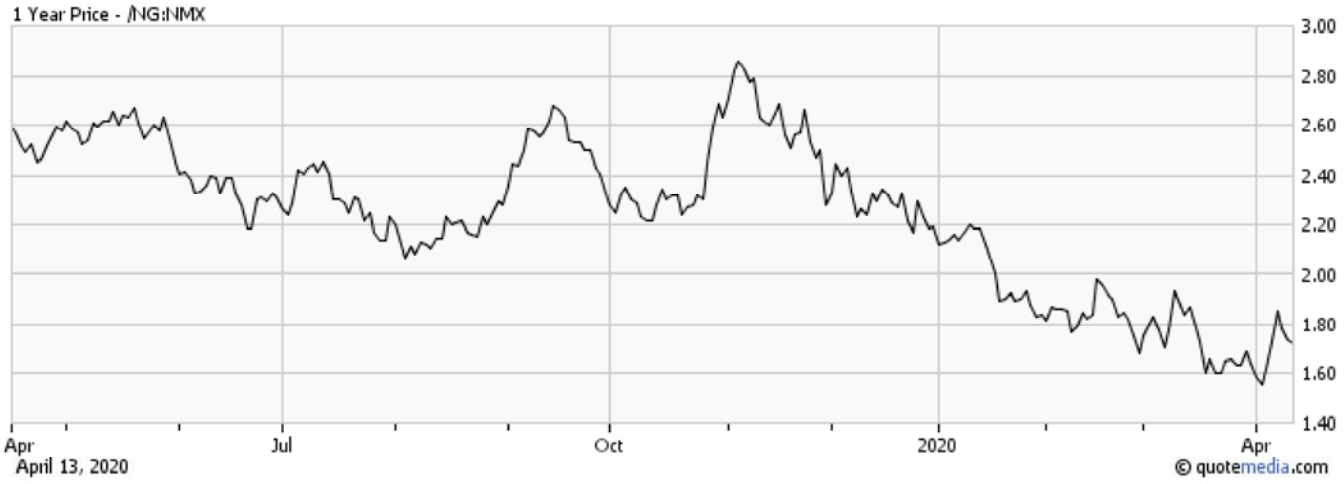
To:	John K. Tompeck, P.E., Director of Utilities
Through:	Paul A. Jakubczak, P. E., Director of Electric & Gas Systems
From:	Craig Crawford, Gas Ops Superintendent
Date:	April 13, 2020
Subject:	Natural Gas Rate Stabilization Fund Update-April 2020

RECOMMENDATION:

Approve no change to the Purchased Gas Adjustment for the month of April 2020.

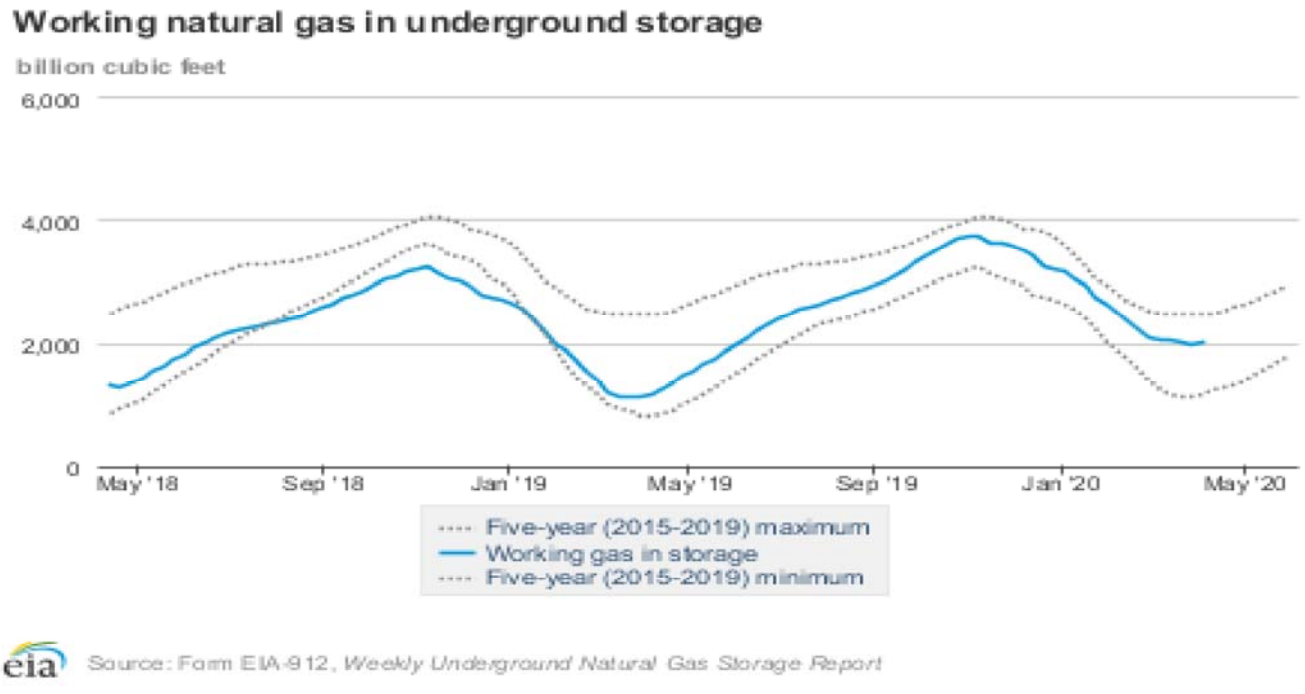
SUMMARY/SUPPORTING INFORMATION:

This is the April update of the Rate Stabilization Fund (RSF). Staff has rerun the sensitivity analysis which now includes February 2020 actuals and preliminary data for March. The price of natural gas continues to fall. The pricing over the last few months has average of about $2.08/Dth. The graph below shows the recent pricing levels:



Market indicators for the period are:

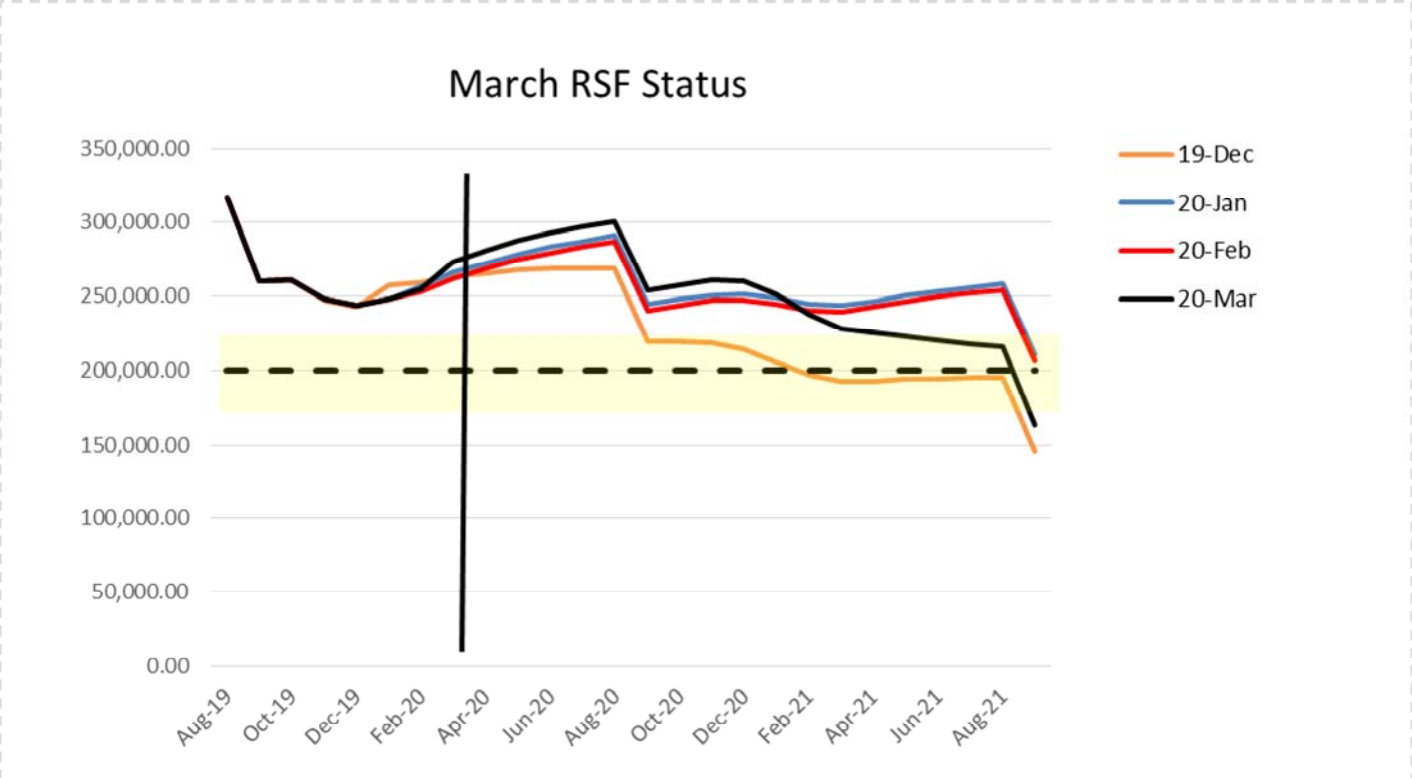
- *Reported Prices* – Persistently warmer-than-normal temperatures and continued resilient flowing gas production has contributed to US natural gas prices remaining well below $2 per MMBtu since mid-January. Next-month futures at Henry Hub currently call for $1.66 per MMBtu as of March 30.
- *Working Gas in Underground Storage* – Storage inventories now sit at 2,005 Bcf. Working gas volumes are running 80 percent higher than the year-ago level of 1,117 Bcf and 17 percent more than the five-year average of 1,713 Bcf.
- *Production* – US natural gas production remains stable and consistently above 90 Bcf per day. Lower-48 dry gas flows reached 92.9 Bcf, its highest level of 2020 on March 20, according to data from S&P Global. Lower-48 dry gas production during March 2020 averaged 92.2 Bcf per day—4.2 Bcf above the average in March 2019.
- *Natural Gas Market Summary* – the tumult in global energy markets does not appear to have led to significant impacts on US natural gas fundamentals. Dry gas production reached a year-to-date high in mid-March and remains relatively stable. While European power and gas demand has shown declines relative to prior years, there is little sign so far of significant US natural gas demand declines due to the coronavirus, according to S&P Global analysts. Will this change? If so, how? Every day brings news of more cities and states issuing stay-at-home orders and other social distancing measures to mitigate the spread of COVID-19. The facts around the impacts of the coronavirus and how people and governments respond are evolving. Thus, the short and long-term effects on energy markets and US natural gas remain highly uncertain.



The recent settle prices of our swing gas (the gas that is not pre-purchased) have been:

- October 2019-$2.20/Dth
- November 2019-$2.50/Dth
- December 2019-$2.21/Dth
- January 2020-$1.95/Dth
- February 2020-$1.83/Dth
- March 2020-$1.71/Dth

You will note the settle prices over the last few months have been declining, The NYMEX forecast shows the price of gas to be below $2.50/Dth until December 2020. Based on the NYMEX forecast the sensitivity analysis produces the curves below:



The March curve reflects the decrease in the PGA which was approved by the Board in January (from -$.15/ccf to -$.19/ccf). You will note that with the decrease in the price of gas and the three pre-purchase gas deals secured by FGU, the RSF is above the operating range. If the price of gas remains in the $2.00/Dth range, the PGA can probably be reduced again by December 2020. Staff will continue to monitor gas prices and will make a recommendation in the next few months.

ALTERNATIVES:

Although Staff recommends no change to the PGA, the PGA can be raised or lowered if the Board desires.

ATTACHMENTS:

None

Fort Pierce Utilities Authority

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

Board Submission Form

4/14/2020

Department: 56 - Electric & Gas Engineering

Board Meeting Date: 04/21/2020

Item Type: Consent Agenda

Subject: 69kV Breaker Replacements

Recommendation:

Bid No. 19-10: Approve Budget Transfer Request in the amount of $80,000 for the first renewal option of four one-year renewals on Bid No. 19-10 for the procurement of two (2) 69 kV breakers, with ABB Enterprise Software Inc. (ABB), of Cary, North Carolina, in the amount of $67,386, contingent on 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:	JAKUBCZAK, PAUL A.	Apr 13 2020	1:23PM
Director of Finance:	MIKA, BARBARA A.	Apr 13 2020	3:45PM
Director of Utilities:	TOMPECK, JOHN K.	Apr 13 2020	3:53PM

Fort Pierce Utilities Authority

Memorandum

TO: John K. Tompeck, P.E., Director of Utilities

THROUGH: Paul A. Jakubczak, P.E., Director of Electric & Gas Systems

FROM: Joseph L. Lammers, P.E., Supervising Engineer

DATE: April 14, 2020

SUBJECT: **69kV Breaker Replacements**

RECOMMENDATION:

Bid No. 19-10: Approve Budget Transfer Request in the amount of $80,000 for the first renewal option of four one-year renewals on Bid No. 19-10 for the procurement of two (2) 69 kV breakers, with ABB Enterprise Software Inc. (ABB), of Cary, North Carolina, in the amount of $67,386, contingent on receiving the required Certificate(s) of Insurance.

SUMMARY/SUPPORTING INFORMATION

Circuit breakers are crucial components which guard against current overflow on the power grid. They protect the system from events such as animal/vegetation/public encroachment, traffic accidents on equipment, weather related contact and excessive power flow from extraordinary consumer demand. These devices are equipped with various sensory components that will cause the breaker to trip (de-energize the line) if any abnormal measurement is detected. It is critical that the circuit breaker be in excellent condition to operate properly for greatest system performance.

The replacement of these breakers are done as part of FPUA's Grid Modernization and Storm Hardening program. The new SF6 gas-filled 69 kV breakers will replace twelve (12) oil-filled 69kV circuit breakers over five years in all substations. The current 69 kV breakers are aging and approaching the end of their useful life; they are prone to leaking oil (causing issues with the surrounding environment) or having issues with aging components within the tanks (causing a breaker malfunction).

The new circuit breakers will mitigate these risks and help to ensure reliable operation of the power grid. FPUA has had good experiences with ABB 69 kV breakers on the electric system. The ABB 69 kV breaker specifications meet FPUA's technical standards.

ALTERNATIVES (IF ANY):

Do not approve. This is not recommended because the aging infrastructure may cause frequent unscheduled outages with substantial maintenance to fix issues which will increase total cost of ownership of the device and limit FPUA's options for 69kV switching in the event a switch is needed.

ATTACHMENTS:

Budget Transfer

Budget Transfer Request

Date	03-11-2020

From Department Dept. No.: 56 - ELECTRIC & GAS ENGINEERING

To Department Dept. No.: 56 - ELECTRIC & GAS ENGINEERING

This form shall be used to request transfers between projects. To request a new project number, please prepare a Post-budgeted Project/Budget Request Form.

Requisition pending transfer? ☑ Yes ☐ No Requisition No.: 35639 Fiscal Year: 20

From			To		
Account No.	Description	Amount	Account No.	Description	Amount
536420503	AUTO RECLSURE RELIAB IMPRVMNTS	$60,000	535320509	69KV BREAKER REPLACEMENT	$80,000
536420508	STORM HARDENING-NESC RATES	$20,000			
From Amount		$80,000	To Amount		$80,000

Comments:

BUDGET TRANSFER IS TO INCREASE FUNDING TO 69KV BREAKER REPLACEMENT PROJECT. WE UNDERBUDGETED BECAUSE WE DID NOT ACCOUNT FOR MAGNITUDE OF ENGINEER DESIGN SERVICES AND IN-HOUSE LABOR.

APPROVALS

	From - Department Head	escnet/lammers (3/11/2020)
	From - Director	
If Different Dept.	To - Department Head	
If Different Dept.	To - Director	escnet/jakubczak (3/11/2020)
> $10,000	Director of Utilities	escnet/tompeck (3/11/2020)
Capital	Utility Accountant - Plant	
O&M	Utility Accountant - GA2	

\\BETA\PCNET\INFORMED\DATA\BGT020_56_4599.IFM

Fort Pierce Utilities Authority

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

Board Submission Form

4/15/2020

Department: 32 - Information Technology Svcs

Board Meeting Date: 04/21/2020

Item Type: Consent, Contract Agreement

Subject: SilverBlaze Capricorn Customer Portal

Recommendation:

POA 5368: Approve Amendment No. 1 to the Contract with Cogsdale Corporation of Ontario, Canada, in the amount of $97,610, which includes $91,360 for Software and $6,250 for the first year of annual maintenance and support for the SilverBlaze Capricorn Customer Portal. The initial term of this agreement will be from March 18, 2020 to March 17, 2021, with annual renewals in the amount of $6,250 for ongoing maintenance and support.

Reviewed By Attorney: Yes

Funds Available From: ___ No Funds Needed X Budgeted ___ Contingency

Approvals:

System Director:	CISNEROS, JAVIER	Mar 12 2020	1:59PM
Director of Finance:	MIKA, BARBARA A.	Mar 12 2020	3:57PM
Director of Utilities:	TOMPECK, JOHN K.	Mar 12 2020	8:06PM

Fort Pierce Utilities Authority

Memorandum

TO: John K. Tompeck, P.E., Director of Utilities

THROUGH: Javier Cisneros, P.E., Director of Utility Support Services

FROM: Thomas A. Fryar, I T Services Manager

DATE: April 15, 2020

SUBJECT: **SilverBlaze Capricorn Customer Portal**

RECOMMENDATION:

POA 5368: Approve Amendment No. 1 to the Contract with Cogsdale Corporation of Ontario, Canada, in the amount of $97,610, which includes $91,360 for Software and $6,250 for the first year of annual maintenance and support for the SilverBlaze Capricorn Customer Portal. The initial term of this agreement will be from March 18, 2020 to March 17, 2021, with annual renewals in the amount of $6,250 for ongoing maintenance and support.

SUMMARY/SUPPORTING INFORMATION

SilverBlaze is a robust and engaging customer platform capable of integrating multiple utility applications into a single elegant solution. Such a solution will allow a smooth integration of our bill and invoice presentment portal, upcoming customer usage and analytics portal, and future notification and alerts portal. SilverBlaze enables customer engagement through a single self-service web portal on almost any Internet-ready device, which would increase the efficiency of the backend processes and be a key component in improving customer satisfaction.

ALTERNATIVES (IF ANY):

Provide individual access to each of the customer portals. This option is not recommended because while our customers would be able to use them, there will be no centralized security and easy coordination, integration, and flexibility with FPUA's current and future business systems. This type of disconnected solution would create complexity, increase cost, decrease efficiency, and decrease customer satisfaction.

ATTACHMENTS:

Cogsdale Amendment 1

Cogsdale Quote

AMENDMENT NUMBER 1
FORT PIERCE UTILITIES AUTHORITY
CONTRACT FOR
FPUA LEGACY SYSTEM REPLACEMENT WITH COGSDALE AND GREAT PLAINS
WITH
COGSDALE CORPORATION

Effective upon execution, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto agree to amend the above referenced Contract, made on **October 21, 2003** as follows:

New Attachment D

Add: The Cogsdale Quote and Statement of Work included as Attachment D hereto shall be appended to and made part of the above referenced Contract (including the Letter Agreement between FPUA and Cogsdale Corporation executed on October 21, 2003, hereinafter referred to as the "Letter Agreement").

Insurance

Add: The following shall be inserted immediately following the first full paragraph of the section titled "*Insurance*" under the General Terms and Condition on page 6 of the Letter Agreement:

> Cyber Liability & Data Storage - Such insurance shall be on a form acceptable to FPUA and shall cover, at a minimum, the following:
> - Data Loss and System Damage Liability
> - Network & Cyber Security Liability
> - Privacy Liability
> - Cyber Extortion Coverage
> - Privacy/Security Breach Response Coverage, including Notification Expenses
>
> Such Cyber Liability coverage must be provided on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within one (1) year following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The Cyber Liability coverage may be included as part of the Professional Liability coverage required herein; provided, however, that FPUA and FPUA's Board members, officials, officers and employees shall be added as "Additional Insureds" on the policy.

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

Each Claim	$5,000,000
Annual Aggregate	$5,000,000

New Sections

Add: The following paragraphs shall be inserted immediately following the third full paragraph under the General Terms and Conditions on page 7 of the Letter Agreement:

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 forgoing 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.

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.

It is expressly understood by the parties that all work hereunder will be performed pursuant to the terms and conditions of the Cogsdale Software License Agreement appended to said Contract and Letter Agreement. Except as provided herein the above referenced Contract and Letter Agreement shall remain unchanged and in full force and effect.

[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:

COGSDALE CORPORATION

BY: _____
Signature/Officer of Firm (Manual)

_____
Name (Typed or Printed)

TITLE: _____

ATTEST:

FORT PIERCE UTILITIES AUTHORITY

_____
Secretary

BY: _____
Chairman

(FPUA Seal)

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

COGSDALE

Quote

Client	Fort Pierce Utilities Authority	**Client Contact**	Tom Fryar
Project Manager		**Prepared By**	Kirk Crowder
Reference Number	QUO-05942	**Case Number**	
Quote Effective Date	Feb. 05, 2020	**Client PO**	
Description	SilverBlaze Capricorn		

Pricing

	Quantity	Rate	Total
Services			
Professional Services *	1	$ 66,360	$ 66,360.00
Sub-Total			***$ 66,360.00***
Software			
Software Licenses *	1	$ 25,000	$ 25,000.00
Sub-Total			***$ 25,000.00***
Total Services and Software			***$ 91,360.00***
Annual Maintenance and Support			***$ 6,250.00***
Total			**$ 97,610.00**

*Note: See Services and License Summary start on page 16 for Breakout of each

Payment Terms

Upon execution of this quote the following payment terms will apply.

Software

- Due upon signing

Professional Services

- 50% due on signing
- 50% due upon completion of the work, and installation in production environment, with acceptance by the FPUA ITS Manager – not to exceed 180 days

Maintenance and Support

As a result of signing this quote the Cogsdale annual maintenance and support fee will increase by $6,250.00/year. The first payment is due in full on quote signing. We will subsequently prorate the first renewal of this quote to align it with your standard renewal date.

Expenses

Expenses related to the above services (e.g., travel) will be invoiced to the client. Expenses include, but are not limited to reasonable hotel, airfare, car rental, tolls, parking and airline and travel agent fees. A per diem rate of $65.00 for week days and a $110.00 for weekends and U.S. statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided); a mileage charge based on the current Internal Revenue Service recommended rate per mile; and all other reasonable expenses incurred in the performance of Cogsdale's duties including courier services and documentation copying or production. These costs are excluded from the total consulting fees amount.

Based on our experience implementing Capricorn Customer Portal for Utilities for organizations like Fort Pierce Utilities Authority, travel is not required. All interactions can be via telephone calls, web conferences and VPN remote access.

Notes

- This quote is valid for 90 days from the quote effective date. Failure to sign this quote within this time period may result in changes to timelines, estimates and consultant availability.
- This quote is estimated based on the current information available. If a scope change occurs Cogsdale will work with the client to come to a mutually acceptable adjustment to the original quote. Any adjustments will be documented in a written change order and amendment to the Contract and shall only be effective upon signature by an appropriate officer of each company.
- Cogsdale will consider alternative meeting options such as; LiveMeeting, Remote Desktop and conference calls in an effort to reduce travel costs and expenses.
- Charges may be incurred if scheduled work is cancelled within 10 days of scheduled services.
- Clients must be current with their annual Maintenance and Support Contract during the life of the project.
- Client description and statement of work are defined in the sections following the authorization.

Authorization

Signature indicates the parties have read, understood and agreed to all the contents of this quote.

In lieu of a signature, a purchase order can be provided to indicate acceptance of this quote.

Authorized by Client:	**Authorized by Cogsdale:**
[SIGNATURES ARE ON THE SIGNATURE PAGE]	**[SIGNATURES ARE ON THE SIGNATURE PAGE]**
Name/Date	**Name/Date**

For Inquiries, Please Contact:

Kirk Crowder
Sr. Account Manager and Product Specialist
Cogsdale Corporation
3 Lower Malpeque Rd
Lower Level
Charlottetown, PE C1E 1R4, Canada
Phone: (800) 533-9690 x62100

1. Description

Cogsdale has engaged SilverBlaze Solutions Inc. (SilverBlaze) as a subcontractor to implement the SilverBlaze Customer Portal for Utilities product at FPUA, a Cogsdale customer. Included are a high-level description of project scope, with SilverBlaze, Cogsdale and FPUA roles and responsibilities, proposed solution architecture, detailed action items and assignment of tasks, high-level project schedule, key SilverBlaze resources and additional customer requirements.

2. Statement of Work

The scope of the Project is to provide FPUA with:

- **SilverBlaze Customer Portal Discovery Sessions.** SilverBlaze will work with the Cogsdale team and FPUA to determine functionality and integration requirements and capabilities, and design approaches to deliver the My Account portal.

- **Install and configure SilverBlaze Customer Portal for Utilities software**, specific to FPUA requirements with rich web presentment of "My Account" information to residential and commercial Electric, Water and Gas customers of FPUA, including graphical display features, historical reporting and customer comparison analytics. The presentation experience will accommodate most common browsers and computer devices (Desktop, notebook, tablet, smart phone). See Appendix A – SilverBlaze Customer Portal v4.0 Hardware & Software Requirements for a full list of supported browsers and computer devices.

- **SilverBlaze Customer Portal CIS Integration:** Provide a mix of real-time and over-night batch data integration with Cogsdale CSM utilized by FPUA using SOAP/WSDL web service APIs. CIS integration should provide usage, billing and transaction history and customer analytics. Information will accommodate most common browsers, as well as mobile devices. See Appendix A – SilverBlaze Customer Portal v4.0 Hardware & Software Requirements for a full list of supported browsers and computer devices.

- **E-Bill Integration:** Configuration of e-billing, including e-bill history and opt in/out of paperless bills via SSO integration with the Invoice Cloud payment Portal. Bills will be presented in PDF format. Information will accommodate most common browsers, as well as mobile devices. See Appendix A – SilverBlaze Customer Portal v4.0 Hardware & Software Requirements for a full list of supported browsers and computer devices.

- **Payment Integration:** Online Payment processing via SSO integration with the Invoice Cloud payment portal.

- **AMI Integration:** Provide data integration with the AMI data repository (TBD) utilized by FPUA, for AMI web presentment, including daily and hourly usage graphical display, user high usage alert notification features. The presentation experience will accommodate most common browsers, as well as mobile devices. Data integration would be in real-time provided via web service interfaces. See Appendix A – SilverBlaze Customer Portal v4.0 Hardware & Software Requirements for a full list of supported browsers and computer devices.

- **SilverBlaze Customer Portal CSR Support:** Interface for FPUA Customer Service Representatives (CSRs) to assist customers during the online experience.

- **SilverBlaze Customer Portal Site Account Management:** An Account Management system that provides customer profile management, including customer self-registration, contact and access management, and single login for multiple accounts.

- **SilverBlaze Customer Portal Site Administration:** Administration facility for the FPUA staff to easily customize and manage utility customer portal corporate branding, messaging and content.

- **SilverBlaze Customer Portal CSR Training:** Provide training for FPUA Customer Service Representatives (CSRs) on the SilverBlaze CSR facility to assist customers during the online experience.

- **SilverBlaze Customer Portal Administrator Training:** Provide training for FPUA staff on site administration, to easily customize and manage corporate branding, messaging and content.

The following table outlines the project scope and deliverables:

Item & Requirements	**Deliverable**
Site Registration: Ability for customers to register for account access. An email confirmation will be sent to customers to validate their registration request. A welcome email will be sent after confirmation.	Online form for customer to enter: o User Name o Password o Security Question/Answer o Paperless billing opt-in o Email consent opt-in o First name/Last name o Email o Telephone o Mobile o Account Number o Registration token (Meter Number, Last Payment, SSN, etc.) Verification email template. Online account welcome email template.
Reset Password: Ability for customers to reset their forgotten password or disabled login.	Online form for customer to enter email address. Email template with encrypted link to reset password workflow where customers will need to enter a response to their security question. Successful answers will allow customers to enter a new password with a password strength indicator.
Forgot User Name: Ability for customers to request a forgotten user name.	Online form for customers to enter account number and Registration token (Meter Number, Last Payment, SSN, etc.) Email template with user name reminder.

Login: Login page for customers to access the portal.	Online form for customers to enter user name and password for site login. Links to registration, reset password, forgot access code and contact us. Messaging for site features and various corporate programs.
Customer Dashboard: Show a dashboard after login containing a summary of the customer account information.	Ability to view and select multiple accounts linked to the site login. **Selected account** ribbon showing: o Account number o Service address o Customer name o Account balances o Payment plan o Nickname **Navigation tabs** providing access to various site features based on the customer type. **Current Bill** section showing: o Current balance o View current bill button o Pay bill button o Pre-authorized payment messaging if applicable **My Recent Usage** section showing: o Usage on current bill o Usage on previous bill o Amount of usage more or less than previous bill o Reasons why usage is higher or lower o Link to view more history **My Recent Account Activity** section showing a table of the 5 most recent transactions for the account. Columns can include: o Transaction date o Description o Amount o Balance o Link to view all transaction history **My Smart Meter Activity** section showing: o Current billing period usage o Last bill usage o Predicted usage for current bill o Alert threshold amount o Set usage alerts button

	Left Carousel showing carousel slides specific to CDM activities and programs. Right Carousel showing carousel slides specific to CDM activities and programs Rate this page comments and star ratings
<u>Bills & Payment:</u> Show account billing history with the ability to view PDF bills and pay bills online via SSO integration with the Invoice Cloud payment portal. Notifications to customers for new bills, payment reminders and late payments also managed by Invoice Cloud.	Show a listing of bills available online for the current account. **My Electronic Bills** section listing details can include: o View Bill Button o Bill Date o Bill Amount o Due Date **Pay Bill** section showing: o Current Balance o Pre-authorized payment enrolment messaging if applicable o Pay My Bill Button that links to Invoice Cloud.
<u>Payment Activity:</u> Show account payment history showing debit and credit activity with the ability to download details in spreadsheet format.	Show a listing of charges and payments for the current account. **Your Payment Details** section can include: o Payment Date o Description o Amount o Balance o Download to spreadsheet button will generate a CSV file for customers to download.
<u>Billed Consumption (Non-Smart Meter) Usage:</u> Show billed consumption (non-smart meter) reading details for Electric, Water and Gas services in an interactive chart with reading details available in a table format. Provide the ability to download reading details in spreadsheet format.	Show navigation buttons for access to Electric and Water based on the customer profile. **Usage Report Subscription** button allows customers to subscribe to the portal reporting service where usage reports and attachments can be emailed on a selected schedule. **My Events** section includes: o Allow customer to define events that mark important dates that could impact usage. Events can be shown on the chart as annotations. **Interactive Chart** section can include: o Dropdown select list of meters attached to the current account.

	○ Usage summary tiles for lowest usage, highest usage and average usage for the past X months. Tile details will show usage units, cost and billing period. ○ Consumption bar charts showing monthly reads and temperature overlays – average, min and max monthly temperature. **Consumption Details** table section can include: ○ Meter ID ○ Reading date ○ Description ○ Consumption ○ Download to spreadsheet button will generate a CSV file for customers to download.
<u>Smart Meter Usage Charts:</u> Show smart meter usage details for daily and hourly summaries in an interactive chart	Show navigation buttons for daily and hourly details. **My Events** section includes: ○ Allow customer to define events that mark important dates that could impact usage. Events can be shown on the chart as annotations. **Smart Meter Consumption Inquiry** section can include: ○ Default view to daily consumption chart showing most recent 30 days by default. ○ From and to date select calendars where customers can change the inquiry dates and consumption details. ○ Consumption bar charts showing water consumed and temperature overlays – average, min and max monthly temperature. ○ Clicking/tapping a bar on the chart will open corresponding days 24 hourly consumption details with next and previous day navigation. ○ Download to spreadsheet button will generate a CSV for customers to download.
<u>Smart Meter Usage Downloads:</u> Allow customers to download smart meter usage details to CSV spreadsheet format. Customers should be able to select daily/hourly detail and the desired date range.	**Download Settings** section will include: ○ Level of detail either hourly or daily ○ From and To date range **Download Format** section will include: Spreadsheet (CSV) format
<u>Compare Last Bill:</u> Similar to My Recent Usage widget on the dashboard with the ability to compare other read dates.	**Compare Last Bill** section showing: ○ Dropdown select list of meters attached to the current account.

	○ Dropdown select list for Amount or Usage inquiries where Amount presents consumption in dollar amounts and Usage presents consumption in units of measure. ○ Dropdown select list of billing periods available for inquiry. ○ Usage on current bill ○ Usage on previous bill ○ Amount of usage more or less than previous bill ○ Reasons why usage is higher or lower
Compare Usage to Last Year: Show customers their usage this year and how it compared to last year along with temperature overlays	**Compare Usage to Last Year** section can include: ○ Dropdown select list of meters attached to the current account. ○ Dropdown select list for Amount or Usage inquiries where Amount presents consumption in dollar amounts and Usage presents consumption in units of measure. ○ Interactive chart showing consumption bars for the billing periods this year and last year. ○ Temperature overlays for current and previous year high, low and average temperatures.
Compare Usage in My Area: Show customers how their Electric and Water usage compares to their previous billing period and surrounding neighbours with similar account types.	**Data for this option would need to be extracted in a batch process and not using real-time CSM Web Services.** **Compare Usage in My Area** section can include: ○ Dropdown select list of meters attached to the current account. ○ Dropdown select list for Amount or Usage inquiries where Amount presents consumption in dollar amounts and Usage presents consumption in units of measure. ○ Dropdown select list of billing periods available for inquiry. **Your Ranking** section can include: ○ Customer ranking compared to similar accounts in their area for the selected billing period. ○ Indication for the usage more or less than the previous billing period. ○ Progress bar graph showing current billing period usage along with the usage amount/value. ○ Progress bar graph showing previous billing period usage along with the usage amount/value. ○ Why was usage more or less tip tiles for difference in billing days, temperature and conservation tips linking. **Your Usage compared to Neighbors** section can include:

	○ Interactive chart showing the distribution of usage across bill amount groups ○ Three tiles showing neighbors that used less, the same and more than you.
<u>My Profile:</u> Provide a facility for customers to manage their portal login profile to change personal details, add/remove accounts and set various alerts.	**My Account Profile** section can include: ○ User Name ○ First & Last Name ○ Security question and answer ○ Email ○ Telephone & Extension ○ Mobile ○ E-Billing (paperless) opt-in/out ○ Email consent opt-in/out ○ Password with password indicator **Account Access List** section can include: ○ Add account – Account Number and Registration token (Meter Number, Last Payment, SSN, etc.) ○ Favorite account selector/indicator ○ Account Number ○ Service Address **My Subscriptions** section can include: ○ Subscription button to sign-up, change or unsubscribe to the report ○ Report name ○ Subscription settings ○ Last Sent – date and time
<u>Profile – Guest Access:</u> Provide a facility for customers to invite and manage guest users for online access to their accounts.	**Invite someone for Guest Access** section includes: ○ Account number dropdown list ○ Guest Email ○ Access Settings **You have granted Guest Access** section includes: ○ Account Number ○ Guest Email ○ Guest Status ○ Access Details **You have been invited as a Guest** section includes: ○ Account Number ○ Name ○ Access Details

Profile – Notifications: Provide a facility for customers to set notifications/alerts on their accounts.	Current notifications available are related to Smart Meter where the SilverBlaze Portal can send notifications based on customer settings. **Smart Meter**: ○ Usage threshold and high usage alerts ○ Requires the Smart Meter module

3. SilverBlaze Responsibilities

- ❑ Provide all required deliverables and meet the terms and conditions set forth in the Contract and this Quote and Statement of Work.
- ❑ Assign SilverBlaze Project Manager to coordinate with the Cogsdale/FPUA Project Managers.
- ❑ To assign SilverBlaze Consultants to work remotely and/or to be on site at the FPUA facility as required to perform the deliverables (See 5. Consultant Deliverables Section) listed below.
- ❑ Supply personal computer to the SilverBlaze Consultant assigned to the Project with required software and tools required to perform the deliverables (See 5. Consultant Deliverables Section) listed below.
- ❑ Provide FPUA and Cogsdale Project Manager weekly status reports to include all accomplishments, issues and tasks assigned to the SilverBlaze team.

4. Cogsdale/FPUA Responsibilities

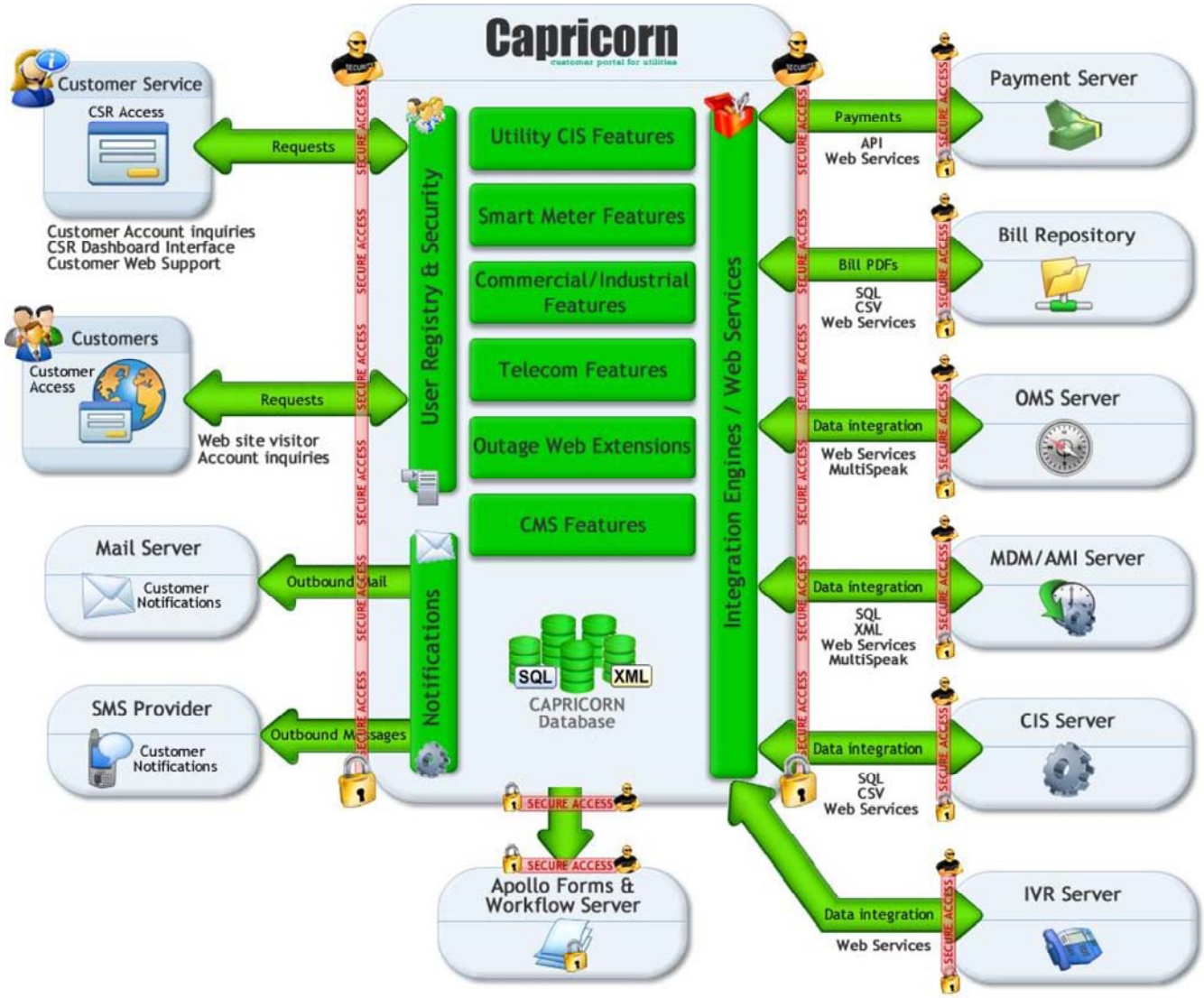
- ❑ Cogsdale to assign a Project Manager to coordinate with SilverBlaze Project Manager.
- ❑ Cogsdale Project Manager to provide SilverBlaze Project Manager weekly status reports on all accomplishments, issues and tasks assigned to the Cogsdale/FPUA team.
- ❑ FPUA to assign a Project Manager for overall project guidance, and to assist with FPUA activities (ie answers to questions, hardware setup).
- ❑ FPUA to provide a stand-alone server for SilverBlaze Customer Portal product installation.
- ❑ FPUA to provide a database server for the SilverBlaze Customer Portal product database.
- ❑ FPUA to configure network security for connectivity between SilverBlaze Customer Portal server, database server and email server.
- ❑ FPUA to provide SilverBlaze team with remote access to required servers for the duration of the project.
- ❑ FPUA to provide SilverBlaze hardware server and application server specifications in advance of SilverBlaze software installation.
- ❑ Detailed actions and assigned responsibilities are outlined in the tables below (sections 5.1 and 5.2).

5. Consultant Deliverables

Proposed Solution Architecture

Based on our understanding of your organization's business requirements, we believe our SilverBlaze Customer Portal for Utilities suite of products contains all the functionality that your web solution requires. Below we have provided a diagram that demonstrates how our software delivers the functionality required by FPUA.

SilverBlaze Customer Portal for Utilities Solution Diagram



Setup Server & Install Software

	Description	Comments	Responsible
	Install hardware	FPUA to setup a server connected to the Internet. FPUA will provide remote access to this server to the SilverBlaze team for the duration of the project where SilverBlaze can install and configure the solution as required.	FPUA
	Install/Configure App Server	SilverBlaze to install and configure the Application Server.	SilverBlaze
	Install & Configure Web Server	SilverBlaze to install and configure the HTTP Server software.	SilverBlaze
	Install & Configure Web Server Plugin	SilverBlaze to install and configure the Web Server plugin software.	SilverBlaze
	Install & Configure Database	SilverBlaze to install and configure the Database software and load the SilverBlaze Customer Portal database.	SilverBlaze
	SilverBlaze Customer Portal Folders	SilverBlaze to setup transfer folders and scheduled jobs for nightly data import/export of data if required.	SilverBlaze
	Email Server Availability	FPUA to provide access to an email server so that SilverBlaze Customer Portal can send email notifications to customers in the public domain. Needs to relay messages as required.	FPUA

Configure SilverBlaze Customer Portal for FPUA requirements

	Description	Comments	Responsible
Customer Account Portal			
	Determine Customer Registration page criteria	FPUA to determine what information will be required by customers to register new web accounts.	FPUA
	Customer service/support emails and notification lists	FPUA to provide a list of customer service or support emails that will get notified for customer requires and site issues.	FPUA

	Customize content for portal pages:	FPUA to review content text and provide updates to SilverBlaze team to apply to the site.	FPUA / SilverBlaze
	Account Master (ACCMST) Integration	SilverBlaze to build integration points for customer account and service details using Cogsdale Web Service APIs.	SilverBlaze
	Payment History (PAYHIST) Integration	SilverBlaze to build integration points for customer transaction history (debit & credit) details using Cogsdale Web Service APIs.	SilverBlaze
	Electricity Consumption (HYDROCONS) Integration	SilverBlaze to build integration points for customer Electricity consumption details using Cogsdale Web Service APIs.	SilverBlaze
	Water Consumption (WATCONSUM) Integration	SilverBlaze to build integration points for customer Water consumption details using Cogsdale Web Service APIs.	SilverBlaze
	Gas Consumption (WATCONSUM) Integration	SilverBlaze to build integration points for customer Gas consumption details using Cogsdale Web Service APIs.	SilverBlaze
	HYDROCONS Data Extract	Cogsdale to build CIS data extract of Electric consumption information (Compare in My Area) based on documentation provided by SilverBlaze. FPUA to assist Cogsdale in building CIS data extract of Electric consumption information (Compare in My Area) based on documentation provided by SilverBlaze. This may include gathering information for systems outside of CSM. SilverBlaze to configure and test CIS data extracts.	FPUA/Cogsdale/ SilverBlaze
	WATCONSUM Data Extract	Cogsdale to build CIS data extract of Water consumption information (Compare in My Area) based on documentation provided by SilverBlaze. FPUA to assist Cogsdale in building CIS data extract of Water consumption information	FPUA/Cogsdale/ SilverBlaze

		(Compare in My Area) based on documentation provided by SilverBlaze. This may include gathering information for systems outside of CSM. SilverBlaze to configure and test CIS data extracts.	
	GASCONSUM Data Extract	Cogsdale to build CIS data extract of Gas consumption information (Compare in My Area) based on documentation provided by SilverBlaze. FPUA to assist Cogsdale in building CIS data extract of Gas consumption information (Compare in My Area) based on documentation provided by SilverBlaze. This may include gathering information for systems outside of CSM. SilverBlaze to configure and test CIS data extracts.	FPUA/Cogsdale/ SilverBlaze
	Smart Meter (SMARTMETER) Integration	SilverBlaze to build integration points for customer smart meter usage details using Leidos Engineering and/or Honeywell-Elster AMI Web Service APIs. Notifications for peak usage alerts for registered customers.	SilverBlaze
	Portal User Profile (USRMST) Integration	SilverBlaze to build integration points for portal user profile updates using Cogsdale Web Service APIs.	SilverBlaze
	E-Bill History (BILLMST) Integration	SilverBlaze to build integration points for customer bill history details using Invoice Cloud Web Service APIs.	SilverBlaze
	E-Bill Presentment & Notification Integration	SilverBlaze to build integration points for customer bill PDF web presentment using Invoice Cloud Web Service APIs.	SilverBlaze
	Online Payment Presentment	SilverBlaze to build integration points for customer online payment using Invoice Cloud Web Service APIs.	SilverBlaze

	Define site hostname	FPUA to register required domain names for customer portal.	FPUA
	SSL Certificate for site	SilverBlaze to generate SSL certificate request for secure site access. FPUA responsible for purchasing SSL certificate from certification authority (ie Verisign). SilverBlaze to install purchased certificate to web server.	FPUA / SilverBlaze
	Email template customization	FPUA to provide specific layout of email notification templates including: ○ Password Reminder ○ User Name Reminder ○ Registration Confirmation	FPUA / SilverBlaze
	Verify email working	SilverBlaze to test email flow and verify receipt.	SilverBlaze
	Setup Test Server	SilverBlaze to setup a test server environment for ongoing support and upgrade testing.	SilverBlaze
	User Acceptance Testing & Support	FPUA to provide appropriate resources to test the project and ensure functional requirements has been met. SilverBlaze to provide resources to apply changes as required based on test results.	FPUA / SilverBlaze
	Go Live	FPUA to set the host name and firewall to point to the SilverBlaze server. FPUA to test the live site as required. SilverBlaze to support testing as required.	FPUA / SilverBlaze

Project Management

Project management resources will be assigned by both the FPUA and SilverBlaze to perform tasks including:

- ❑ Project planning.
- ❑ Administration and project tracking.
- ❑ Attendance of regularly scheduled status meetings throughout the project – frequency to be determined based on FPUA availability.
- ❑ Interfacing with FPUA team members for requirements, planning, testing, etc.

Training provided by SilverBlaze has two elements as follows:

Server Administration Training will include:

- ❑ Up to 2 hours of training for two administrators.
- ❑ How the Application Server is configured.
- ❑ How to start and stop the services.
- ❑ How to find the logs and troubleshoot.

SilverBlaze Customer Portal Administration Training will include:

- ❑ Up to 2 hours of training for two administrators.
- ❑ How to manage users, navigation, language labels, and other administrative aspects of the software.
- ❑ Location of various resources and assets on the file system.
- ❑ Troubleshooting.
- ❑ Up to 2 hours of training for CSRs.
- ❑ Review site features and get CSR team familiar with how to use the site.
- ❑ Usually provided in two 1-hour group training sessions.

6. Service Summary

This section breaks down the services effort to implement the SilverBlaze Capricorn solution at FPUA. Based on our extensive experience implementing Capricorn Customer Portal for Utilities for many organizations like FPUA, travel is not required. All interactions can be via telephone calls, web conferences and VPN remote access.

Service Efforts	**Effort hrs**
Project Planning/Management:	
SilverBlaze Customer Portal Discovery Sessions	24
SilverBlaze Project Management	48
Cogsdale Project Management	24
Install & Configuration:	
Server Installation/Configuration/Training	8
SilverBlaze CP Installation/Configuration/Training	12
SilverBlaze Customer Portal CSM Integration:	
Configure and Test Web Service Connectivity	8
Customer Account (ACCMST) Integration – Web Services	8
Electric Usage (HYDROCONS) Integration – Web Services	8
Water Usage (WATCONSUM) Integration Web Services	8
Gas Usage (GASCONSUM) Integration Web Services	8
Comparative Analytics (E&W) – Config/Test Data Extracts	16
Payment History (PAYHIST) Integration – Web Services	8
User Profile Updates – Web Services	4
SilverBlaze CP Payment Integration:	
Invoice Cloud Payment & E-Bill Integration	40
SilverBlaze CP Smart Meter (AMI) Integration:	
AMI Integration**	40
Training & Testing & Migration:	
Migration Plan from Existing Portal	8
SilverBlaze Customer Portal Admin and User Training	4
User Acceptance Testing Support	40
Total SilverBlaze Customer Portal Services – FPUA	**316**

****AMI integration consulting efforts and costs are subject to (vendor TBD) documentation analysis, to confirm estimates.**

7. Software License Fees

This Statement of Work is based on the installation and of the SilverBlaze Customer Portal for Utilities v4.0. The following table outlines the SilverBlaze Customer Portal modules necessary to deliver the project requirements.

Software License	**Total**
SilverBlaze Customer Portal for Utilities Modules ○ Utility CIS Portal	$25,000.00
○ Utility Smart Meter Portal	
○ User Registry & Security	
○ Data Integration Engines	
Cogsdale Customer Web – Web Services	$15,000.00
Current Customer Web Customer Discount	-$15,000.00
SilverBlaze Customer Portal for Utilities Bundle Price	**$25,000.00**

The software bundle offering listed above also includes a permanent test server.

Appendix A – SilverBlaze Customer Portal V4.0 Hardware and Software Requirements

SilverBlaze Customer Portal Server Requirements:

Low Volume Portal:

Minimum Web Application Server Hardware:

Processor:	2 CPU / Cores @ 2-3 GHz)
Memory (RAM):	16.0 GB
Disk Space:	150 GB

Minimum DB Server Hardware:

Processor:	2-4 CPU / Cores @ 2-3 GHz)
Memory (RAM):	24.0 GB
Disk Space:	300 GB

Medium Volume Portal:

Minimum Web App Server Hardware:

Processor:	4 CPU / Cores @ 2-3 GHz)
Memory (RAM):	32.0 GB
Disk Space:	200 GB

Minimum Database Server Hardware:

Processor:	4-8 CPU / Cores @ 2-3 GHz)
Memory (RAM):	32.0 GB
Disk Space:	400 GB

Server Software:

- One of the following operating systems:
  - Microsoft Windows Server 2016 or higher
  - Linux – any current distribution

- One of the following Java Application Servers:
  - **Apache Tomcat 9.0.4 or higher (preferred option)**
  - WebSphere Application Server Express Version 8.5.5 or higher

- One of the following HTTP Servers:
  - **Apache HTTP Server 2.4 or higher (preferred option)**
  - Microsoft IIS 7.0 or higher
  - IBM HTTP Server 8.5.5 or higher

- One of the following Database Servers:
  - Microsoft SQL Server Express Version 2017 higher
  - MySQL Server 5.1.47 or higher

Supported Browsers:

Browser	Verified Version Support
Desktop	
MS Internet Explorer	9
Google Chrome	46
Firefox	42
Safari	6
Tablet / Mobile	
iPhone/iPad	iOS 11 and higher
Android	Android 9 and higher

Fort Pierce Utilities Authority

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

Board Submission Form

4/15/2020

Department: 84 - Wastewater Collection

Board Meeting Date: 04/21/2020

Item Type: Consent, Contract Agreement

Subject: Poly Pig Pipe Cleaning of the North US 1 16" Force Main

Recommendation:

POA 20-40: Approve the piggyback of Tohopekaliga (Toho) Water Authority's Invitation for Bid ITFB) IFB-17-124 and Contract with Professional Piping Services, Inc., of Wesley Chapel, Florida, in an amount not to exceed $73,365 for force main poly pipe cleaning services. The term of the contract will be from April 21, 2020 through September 30, 2020.

Reviewed By Attorney: NA (FPUA Standard Contract)

Funds Available From: ___ No Funds Needed ___ Budgeted X Contingency

Approvals:

System Director:	HUTCHINSON, BOWDOIN G.	Apr 14 2020 11:12AM
Director of Finance:	MIKA, BARBARA A.	Apr 14 2020 3:42PM
Director of Utilities:	TOMPECK, JOHN K.	Apr 15 2020 7:15AM

Fort Pierce Utilities Authority

Memorandum

TO: John K. Tompeck, P.E., Director of Utilities

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

FROM: Mark Kobbe, Wastewater Superintendent

DATE: April 15, 2020

SUBJECT: **Poly Pig Pipe Cleaning of the North US 1 16" Force Main**

RECOMMENDATION:

POA 20-40: Approve the piggyback of Tohopekaliga (Toho) Water Authority's Invitation for Bid ITFB) IFB-17-124 and Contract with Professional Piping Services, Inc., of Wesley Chapel, Florida, in an amount not to exceed $73,365 for force main poly pipe cleaning services. The term of the contract will be from April 21, 2020 through September 30, 2020.

SUMMARY/SUPPORTING INFORMATION

The 16-inch force main on north US1 is experiencing increased pressure due to the settling of solids and is causing the north county lift station to be unable to discharge. Therefore staff is proposing to partner with St. Lucie County to pig the 16-inch force main to alleviate this condition and share the costs on a prorated basis. Piggybacking is preferred due to the economies of scale which provide lower unit prices under the Toho Water Authority proposal and will allow this work to be performed expeditiously. FPUA is satisfied with the quality services Professional Piping Services has done for us in the past.

ALTERNATIVES (IF ANY):

Do not approve and the system will continue to deteriorate to the point where a more expensive program of repairing will be necessary. Go out for competitive bid. This option is not recommended due to the unlikelihood that FPUA will receive pricing more favorable than the Toho Water Authority proposal and could delay the completion of the work.

ATTACHMENTS:

Toho Water Authority IFB-17-124 Bid Tabulation
FPUA Contract

		IFB-17-124 Poly Pig Pipe Cleaning Services		
			Professional Piping Services	
ITEM	Description	Est Qty	Unit Price	Extended Price
1	Clean Pipe 4" to 8" Diameter	14000	$ 2.78	$ 38,920.00
2	Clean Pipe 10" to 12" Diameter	4000	$ 2.84	$ 11,360.00
3	Clean Pipe16" to 20" Diameter	40000	$ 2.92	$ 116,800.00
4	Clean Pipe 24" to 42" Diameter	36000	$ 2.89	$ 104,040.00
	Total Bid Price			$ 271,120.00

FORT PIERCE UTILITIES AUTHORITY CONTRACT
FOR
POLY PIG PIPE CLEANING OF THE NORTH US 1 16" FORCE MAIN

Contract is made between Fort Pierce Utilities Authority (FPUA) and Professional Piping Services, Inc., of the City of Wesley Chapel, 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: force main poly pig pipe cleaning in accordance with POA No. 20-40, piggybacking the Tohopekaliga Water Authority IFB-17-124 and the Contractor's Quote #0220-2923 (Attachment B) appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Contract.

Section 3
The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: North US 1, Fort Pierce, Florida.

Section 4
The job upon which Contractor is to perform the services shall be referred to as the Poly Pig Pipe Cleaning of the North US 1 16" Force Main, POA No. 20-40 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.

Total job price: not to exceed $73,365.00 (seventy-three thousand three hundred sixty-five dollars and no cents) for the contract term, on the terms contained in 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 upon April 21, 2020 and end on upon completion of the work and written acceptance by FPUA. This Contract will remain in effect in the event of a natural disaster.

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. 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. In accordance with section 2-63 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 Contract, and shall not transfer any interest in the same without the prior written approval of FPUA.
D. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
E. Venue: This Contract shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.

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:

PROFESSIONAL PIPING SERVICES, INC.

BY: Roger M Cimbora Jr
Signature/Officer of Firm (Manual)

Roger M Cimbora Jr
Name (Typed or Printed)

TITLE: Operations Mgr

STATE OF: Florida

COUNTY OF: Pasco

The foregoing instrument was acknowledged before me this 3 day of April, ~~2018~~ 2020, by Roger M Cimbora Jr (Officer of Firm), Operations Mgr (Title), of Professional Piping Services (Name of Firm) a Florida (State) corporation, on behalf of the corporation.

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

Bobbi Clay
Notary Public

BOBBI CLAY
Commission # GG 261327
Expires December 18, 2022
Bonded Thru Budget Notary Services

My commission expires: 12-18-2022

ATTEST:

_____
Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: RVR
Fort Pierce Utilities Authority Attorney

ATTACHMENT A

REQUIRED LIMITS OF INSURANCE
FOR
FORT PIERCE UTILITIES AUTHORITY
TYPE IV

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:	$1,000,000	(Each Accident)
	$1,000,000	(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 01) to a Commercial General Liability policy. FPUA and FPUA's 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
Medical Expense (any one person)	$Nil
Damage to Rented Premises (ea. occurrence)	$Nil

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 be no more restrictive than that provided by Section II of the latest occurrence edition of the standard Business Auto Coverage (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without restrictive endorsements other than mandatory endorsements under an ISO filing. Coverage shall include all owned, non-owned and hired autos used in connection with this Contract.

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	$2,000,000

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 - 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 Claim/Occurrence	$1,000,000
Annual Aggregate	$1,000,000

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 its board members, officials, officers and employees

Certificate Holder
Fort Pierce Utilities Authority
Attn: Risk Management
PO Box 3191
Fort Pierce FL 34948-3191

PROFESSIONAL PIPING SERVICES, INC.

The Piping System Cleaning Specialists

Certified Underground Utility Contractor
License No. CU-C055717

February 21, 2020

Mr. Val Santos
Project Manager
St Lucie County
2300 Virginia Avenue
Ft Pierce, FL 34982

Quote #0220-2923

Dear Mr. Santos,

Professional Piping Services is pleased to submit for your consideration and approval the following proposal.

To provide for the poly pig cleaning of the North US Highway 1, St Lucie County, force main;

For this cleaning, Professional Piping Services fee will be as per the following schedule;

893 ± LF X 8" @ $2.78/ft.....$ 2,482.54
3,226 ± LF X 12" @ $2.84/ft.....$ 9,161.84
17,572 ± LF X 16" @ $2.92/ft.....$ 51,310.24
Total 21,691 ± LF – 4.11 miles.....$ 62,954.62

To provide for the poly pig cleaning of the North US Highway 1, Ft Pierce Utility Authority, force main;

For this cleaning, Professional Piping Services fee will be as per the following schedule;

23,500 ± LF X 16" @ $2.92/ft.....$ 68,620.00
1,625 ± LF X 18" @ $2.92/ft.....$ 4,745.00
Total 25,125 ± LF – 4.76 miles.....$ 73,365.00

Grand Total 46,816 ± LF – 8.87 miles.....$136,319.62

P. O. Box 7337, Wesley Chapel, Florida 33545
E-mail: ppsinc@tampabay.rr.com
Telephone (813) 994-0032 (800) 780-6098 FAX (813) 907-0902

To facilitate or expedite the requirements of your purchasing department for the awarding of the contract to Professional Piping Services we can offer this program.

As the result of open and public bidding for piping system cleaning services, Professional Piping Services was awarded an annual contract with Toho Water Authority Purchasing Department, IFB-17-124 Poly Pig Piping Cleaning Services, contract period 10-25-19 - 10-24-20, contact Mursal Mzee, 407-944-5180. It is our understanding that such contracts can be "piggy backed" or used by other public utilities for the same contractual purposes.

Unit pricing quoted is in accordance and compliance with our annual contract with Toho Water Authority.

This price is quoted with the clear understanding that once this work is completed and accepted by the governing authorities that payment in full is due when tendered and is not subject to any retention.

Proposed starting date after receipt of the purchase order or the contract and subject to mutual scheduling agreement.

The method of cleaning proposed for use in this project is the progressive poly pig procedure.

Professional Piping Services, will provide for the proper, safe and effective cleaning of these systems on a one time basis only. Any additional or repetitive cleaning that is not the demonstrable result of ineffective or incomplete cleaning by Professional Piping Services will be at the expense of others.

For this fee Professional Piping Services will provide, with the exception of those items noted elsewhere in the proposal, all supervision, labor, tools, material and equipment necessary for the proper cleaning and flushing of the force main including;

1. Proper, knowledgeable and experienced supervision of the entire cleaning project.

2. Professional Piping Services, personnel are trained and accredited to be in compliance with OSHA 29, CFR 1910.120, Health and Safety Training.

3. As required by the State of Florida, Professional Piping Services is certified and licensed by the State of Florida as an Underground Utility Contractor, License number CU-C055717, to provide this type of service. It should be noted that compliance with Florida Statute 489, requires that this work must be done by a state certified Underground Utility Contractor.

4. As required, Professional Piping Services personnel are in compliance with the Drug-Free Workplace Program in accordance with Florida Law, Chapter 287.087, and the Florida Worker's Compensation Standard.

TOOLING AND EQUIPMENT

5. Professional Piping Services poly pigging apparatus, to be installed and removed upon completion of the project.

6. Professional Piping Services will have onsite and available for immediate use, at no charge or expense, an inline poly pig electronic detector device. This instrument can be inserted into a specialty fabricated poly pig which once in the system, can be used for tracking or locating specific inline areas. After review and discussion of its potential use, the decision to use it will be solely at the discretion of the client or its authorized representative. If this device is used, then the following charges will apply;

   a) Use of electronic device $500.00 per day or part thereof.
   b) Use of specialty poly pig, cost to be determined by the size of the poly pig used.
   c) Any labor provided by Professional Piping Services in conjunction with the use of this device will be charged at the rate of $400.00 per hour or part thereof. For daily time exceeding 8 hours or for this work performed on holidays or weekends, the hourly charge rate will be $700.00.

   NOTE: There is no charge for the equipment to be onsite

NOTE: These terms, costs and conditions do not apply for system wide tracking and location.

7. Standby charge rate. If Professional Piping Services work forces cannot perform their assigned tasks due to causes outside their scope of work or sphere of responsibility, then a standby charge rate for supervision, labor, tooling, equipment and vehicles of $400.00 per hour will apply.

SCHEDULE

8. Maintain an eight (8) hour daylight work schedule.

STANDARDS

9. Radio communications, necessary and required.

10. Job site transportation

11. Auxiliary centrifugal pumps for cleaning

REPORTS/SURVEYS

12. Provide a report upon completion of the cleaning program to outline and detail information acquired during the cleaning process about the system or confirm existing information.

13. Perform flow test prior to and upon completion of this cleaning operation to provide comparable data for assessment.

14. Provide certification of the insurance coverage's we offer which includes;

    a) Comprehensive General Liability ($1,000,000 each occurrence with a $2,000,000 aggregate)
    b) Worker's Compensation Insurance
    c) Automobile Liability Insurance ($1,000,000 each occurrence)
    d) Umbrella Liability Insurance ($1,000,000 each occurrence)
    e) Professional Liability Insurance, including Errors and Omissions, is included in the General Liability, ($1,000,000 each occurrence)

    NOTE: Additional insurance coverage available but at additional cost.

15. This quote is based upon information available or provided to Professional Piping Services at the time of this submitted proposal and reflects our understanding of the project requirements, procedures and costs as known at this time. These factors may be subject to future clarifications and/or modifications, which can results in alterations of the project requirements, procedures and quoted costs.

TO BE PROVIDED BY OTHERS

1. Cleaning and flushing media (water) at no expense to Professional Piping Services within reasonable distance of where it is to be used.

ACCESSIBILITY

2. Accessibility to the pipeline at the points designated by Professional Piping Services, (and facility, during the pre project survey) if **necessary** or **required**. This would include excavations, restoration of excavations, and piping or fittings required for access to the piping. Please see item number nine.

EXCAVATIONS

3. System repairs as required to include; all excavations, site work and their restoration, any fittings, valving and piping necessary to effect the repair of the system, and any labor, tooling or equipment required to effect the repair of the system.

LABOR

4. Sufficient labor and supervision, necessary or required, to assist Professional Piping Services for the duration of the cleaning operation with valve location, valve operations and operation of the system.

STANDARDS

5. All permits required for the proper conduct of the work, including legal permission to enter or cross private property where necessary to secure access to the work.

6. Barricades, lights and other items that may be required to conform to existing safety and traffic regulations.

7. Proper disposal of the discharged effluent/material and control of the discharged water from this cleaning operation.

8. Vehicle access to work site.

9. Professional Piping Services anticipates that the following will be provided by others;

   a) Provide and install an 8" tee and possible valve at the Santa Margarita Lift Station.
   b) Expose the 16" blind flange where the two systems meet.

10. Please consult with Professional Piping Services before any piping system modifications are implemented.

11. Although the total volume of solids, sand, silt, etc., to be removed from this system cannot be accurately ascertained at this time, standby provisions should be made to collect and dispose of the accumulated contents of this system if that need arises during the course of the cleaning operation.

D-8

Fort Pierce Utilities Authority

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

Board Submission Form

4/15/2020

Department: 56 - Electric & Gas Engineering

Board Meeting Date: 04/21/2020

Item Type: Consent Agenda

Subject: NTX Substation Controller Upgrades

Recommendation:

POA 17-50: Approve 1) Budget Transfer Request and 2) the single source purchase of eleven substation controllers for system upgrades in the amount not to exceed $121,339 from Advanced Control Systems, Inc. of Peachtree Corners, Georgia.

Reviewed By Attorney: No

Funds Available From: ___ No Funds Needed X Budgeted ___ Contingency

Approvals:

System Director:	JAKUBCZAK, PAUL A.	Apr 14 2020 7:56PM
Director of Finance:	MIKA, BARBARA A.	Apr 15 2020 10:16AM
Director of Utilities:	TOMPECK, JOHN K.	Apr 15 2020 10:17AM

Fort Pierce Utilities Authority

Memorandum

TO: John K. Tompeck, P.E., Director of Utilities

THROUGH: Paul A. Jakubczak, P.E., Director of Electric & Gas Systems

FROM: Joseph L. Lammers, P.E., Supervising Engineer

DATE: April 15, 2020

SUBJECT: **NTX Substation Controller Upgrades**

RECOMMENDATION:

POA 17-50: Approve 1) Budget Transfer Request and 2) the single source purchase of eleven substation controllers for system upgrades in the amount not to exceed $121,339 from Advanced Control Systems, Inc. of Peachtree Corners, Georgia.

SUMMARY/SUPPORTING INFORMATION

A Remote Terminal Unit (RTU) and Network Termination Units (NTU) are located in our substations and provide critical data back to our system operators. The current ones are more than 15 years old and have reached their end of life. Replacing these RTU/NTU's will ensure that we have accurate data coming from our substations and will assist FPUA in providing reliable electric service by protecting valuable equipment and electric lines with the functions that the units provide. ACS is our current SCADA manufacturer. Utilizing their product for this project will allow for a smooth installation and transition.

ALTERNATIVES (IF ANY):

Do not approve. This is not recommended as: (1) Waiting until existing units fail and then purchasing new ones, could shut half of a substation down for an extended amount of time until a new relay has been delivered. (2) Replacing relays with a different manufacturer would require that FPUA spend extra money on reprogramming and rewiring major parts of the substations and SCADA system.

ATTACHMENTS:

Budget transfer Request

ACS Quote PR-2001-4828, R1

Budget Transfer Request

Date	03-11-2020

From Department Dept. No.: 56 - ELECTRIC & GAS ENGINEERING

To Department Dept. No.: 54 - ELECTRIC T&D

This form shall be used to request transfers between projects. To request a new project number, please prepare a Post-budgeted Project/Budget Request Form.

Requisition pending transfer? ☐ Yes ☐ No Requisition No.: _____ Fiscal Year: 20

From			To		
Account No.	Description	Amount	Account No.	Description	Amount
536620508	STORM HARDENING-NESC RATES	$100,000	535220511	SUBSTATION IMPROVEMENTS R&R	$100,000
From Amount		$100,000	To Amount		$100,000

Comments:

BUDGET TRANSFER TO COVER SOME OF THE COST ASSOCIATED WITH REPLACING SCADA DEVICE NTU'S WITH NTX HARDWARE.

APPROVALS

	From - Department Head	escnet/lammers (3/11/2020)
	From - Director	escnet/jakubczak (3/11/2020)
If Different Dept.	To - Department Head	escnet/craw (3/11/2020)
If Different Dept.	To - Director	escnet/jakubczak (3/11/2020)
> $10,000	Director of Utilities	
Capital	Utility Accountant - Plant	
O&M	Utility Accountant - GA2	

\\BETA\PCNET\INFORMED\DATA\BGT020_56_4600.IFM

minsait ACS

An indra company

2755 Northwoods Parkway, Peachtree Corners, Georgia, 30071

TEL: 01-770-446-8854

Quotation

To: Ft. Pierce Utilities Authority
P.O. Box 3191
Fort Pierce, FL 34948-3191
Attn: Steve Herdeman, SCADA Relay Tech
Phone #: 772-466-1600 x 6110
Email: sherdeman@fpua.com

Date: Feb. 5, 2020	ACS Quote No.: PR-2001-4828, R1	Customer P.O. or Contract #:
ACS Payment Schedule: 100% Due at Shipping of Equipment to Customer Site, NET30 Customer Requested Date:		F.O.B. ( ) Norcross (X) Destination Ship Via: Best Way Sales Tax %: Not Included
ACS Estimated Shipping Date: 60 Days ARO (depending on ACS Factory schedule at time of order)		Shipping Charges: Prepay & Invoice at Cost, minimum of $35

Item	Qty	Description	Unit Price	Total
		NTX Substation Controllers for upgrading NTU-7530, NTU-7510/7530 Hybrids & NTU-7550 RTUs		
1	2	**NTX-240 Substation Controller for upgrading an NTU-7530 with DIN Rail Mounted IO and 19" Rack Mounted with 125Vdc Power Supply at the Laboratory and Causway #4 Substation as follows:** **NTX-240 Electronics Card Cage, P/N CF545062,** 3U x 84HP (19" W x 5.25" H x 12" D), 19" rack mounted, Front/Rear Access, with Power Supply Slot, 5-slot System Node Mid-Plane and a no Input Module mid-plane Motherboard. NTX System Controller Node with Termination, P/N AS545011/DA050205, Router/Gateway functionality with One 10/100baseT DNP3 and/or Modbus RTU over TCP/IP or UDP Ethernet Port, configurable for up to 16 IP clients, servers, or multiples of both. Includes two configurable isolated EIA 561 RS-232 DTE/485 RJ45 serial ports, with DNP 3.0, and Modbus RTU primary/secondary protocols, Cooper 2179 primary IED protocol and ACS7000, Harris 6000, L&G8979, SC-1801, & SCOMD secondary protocols for master communications. 32-bit ARM9E CPU running under an embedded version of the Linux operating system. Mini USB Maintenance port and USB for a thumb drive to update firmware and archive configuration files. IRIG-B Time Code Reader for unmodulated signaling and GPS Satellite Clock interface Mini-DIN connector using NMEA 0183 protocol included with optional clock antenna available for NTX-240 time synchronization only. Supports NTP Synchronization via an Ethernet Connection. **Includes NTX Logic Controller- Programmable Logic Controller application for the NTX-series that includes:** NTU Logic Run-Time License included for ACS or customer developed algorithms to be run on the System Controller in any NTX series so equipped. See option 9 for NTX Logic Development Software License, C/N 5080.	$12,432	$24,864

Item	Qty	Description	Unit Price	Total
		Two NTX Ethernet/Quad-Serial Gateway Node with Termination Module, P/N AS545008/DA050224 x 2, F/W P05-0098, with One 10/100baseT DNP3, IEC 60870-5-104 and/or Modbus RTU over TCP/IP or UDP Ethernet Port, configurable for up to 64 IP clients, servers, or multiples of both. Includes Four configurable isolated EIA 561 RS-232 DTE/485 RJ45 serial ports, with DNP 3.0, ACS7000, IEC 60870-5-101 and Modbus RTU primary/secondary protocols, Cooper 2179 primary IED protocol and Harris 6000, L&G8979, SC-1801 & SCOMD secondary protocols for master communications. 32-bit ARM9E CPU running under an embedded version of the Linux operating system. **NTX Smart I/O Controller, P/N DA050210-1/DA050212-1** for up to 256 digital inputs, 256 analog inputs utilizing DIN Rail mounted DA075073 Analog and DA075068 Digital Input Modules. **NTX Binary Output Controller, P/N AS545016/050243** using an isolated 16 x 16 Binary Output relay driver Interface - for up to 256 External DIN Rail or Panel Mounted control relay Interfaces. **No Spare NTX Gateway Node Slots available** **Note: Any DA075073 Analog Input Module with socketed Firmware U11 labeled older than 51-0018-2 will require replacement with the Upgrade. Advise ACS how many replacement chips needed.** **Replacement 1st NTU-7530 DA075073 Analog module Ribbon Cable, AA650086, Length to fit the existing equipment rack assembly.** **Replacement 1st NTU-7530 Analog Logic Power Cable, AA650102, length to fit the existing equipment rack assembly.** **Reuse existing NTU-7530 1st DA075068 Digital Input Module Ribbon Cable, AA101269.** **Reuse existing NTU-7530 1st control relay interface ribbon cable** **Replacement NTU-7530 DA075068 Digital Input Module** ±V contact wetting Power cable, AA650088, length to fit the existing cabinet assembly. **Card file Panel AS545063 with** ±V Wetting Voltage connector **NTX Power Supply, P/N 540100,** 125Vdc/115Vac input with 24Vdc output for contact wetting and control output relay drivers and 5Vdc logic power. Card Cage Mounted with Power Panel AS545002 for 130Vdc. **To be installed in existing NTU-7530 19" Rack Space.** Includes complete assembly and system level testing of complete unit, and custom NTX-260 drawings. **NTX Explorer Configuration & Diagnostic USB Serial Cable - 10', USB 2.0 Cable, Type A-5 pin (mini-B). C/N 4194**		
2	1	**NTX-260 Substation Controller for Upgrading an NTU-7530 upgrade of an original NTU-7510 at Garden City #2 as follows:** **NTX-260 Electronics Card Cage, P/N CF545064,** 19" W x 5.25" H x 12" D, 19" rack mounted, with Power Supply Slot, 8-slot System Node Mid-Plane and a 8 Slot Input Module mid-plane Motherboard.	$14,502	**$14,502**

Item	Qty	Description	Unit Price	Total
		NTX System Controller Node with Termination, P/N AS545011/DA050205, Router/Gateway functionality with One 10/100baseT DNP3 and/or Modbus RTU over TCP/IP or UDP Ethernet Port, configurable for up to 16 IP clients, servers, or multiples of both. Includes two configurable isolated EIA 561 RS-232 DTE/485 RJ45 serial ports, with DNP 3.0, and Modbus RTU primary/secondary protocols, Cooper 2179 primary IED protocol and ACS7000, Harris 6000, L&G8979, SC-1801, & SCOMD secondary protocols for master communications. 32-bit ARM9E CPU running under an embedded version of the Linux operating system. Mini USB Maintenance port and USB for a thumb drive to update firmware and archive configuration files. IRIG-B Time Code Reader for unmodulated signaling and GPS Satellite Clock interface Mini-DIN connector using NMEA 0183 protocol included with optional clock antenna available for NTX-240 time synchronization only. Supports NTP Synchronization via an Ethernet Connection. **Includes NTX Logic Controller- Programmable Logic Controller application for the NTX-series that includes:** NTU Logic Run-Time License included for ACS or customer developed algorithms to be run on the System Controller in any NTX series so equipped. See option 9 for NTX Logic Development Software License, C/N 5080. **Three NTX Ethernet/Quad-Serial Gateway Node with Termination Module, P/N AS545008/DA050224 x 3,** F/W P05-0098, with One 10/100baseT DNP3, IEC 60870-5-104 and/or Modbus RTU over TCP/IP or UDP Ethernet Port, configurable for up to 64 IP clients, servers, or multiples of both. Includes four configurable isolated EIA 561 RS-232 DTE/485 RJ45 serial ports, with DNP 3.0, ACS7000, IEC 60870-5-101 and Modbus RTU primary/secondary protocols, Cooper 2179 primary IED protocol and Harris 6000, L&G8979, SC-1801 & SCOMD secondary protocols for master communications. 32-bit ARM9E CPU running under an embedded version of the Linux operating system. **NTX Smart I/O Controller, P/N DA050210-1/DA050217 for external** Card file mounted modules. Will support up to 512 digital inputs. 2nd source upgrades I/O will be supported as originally defined for the specific model. **NTX Binary Output Controller, P/N AS545016/050243** using an isolated 16 x 16 Binary Output relay driver Interface - for up to 256 External DIN Rail mounted control relay Interfaces. **Two Spare NTX Gateway Node Slot available** **Replacement Analog interface Cable AA650086** **Replacement Analog Logic Power Cable, AA401371** **Reuse Digital Interface cable for 7510 DIMs, AA401253** **Rear Panel AS545063 with Wetting Voltage connector and replacement Cable for NTU-7510 ±V to rear 7510 motherboard connector J8, AA650101** **Reuse existing Adaptor Cable to Existing Control Cards, AA401386** **NTX Power Supply, P/N 540100,** 125Vdc/115Vac input with 24Vdc output for contact wetting and control output relay drivers and 5Vdc logic power. Card Cage Mounted with Power Panel AS545002 for 130Vdc.		

Item	Qty	Description	Unit Price	Total
		For 19" Rack Mounting replacing the existing NTU-7530 card file. Includes complete assembly and system level testing of complete unit, and custom NTX-260 drawings. **NTX Explorer Configuration & Diagnostic USB Serial Cable - 10', USB 2.0 Cable, Type A-5 pin (mini-B). C/N 4194** **New NTX Customer: NTX Thumb Drive with all instruction manuals and literature on substation systems products.**		
3	5	**NTX-240 Substation Controller for Upgrading an NTU-7530 upgrade of an original NTU-7510 at King #5, Savannah #3, Lawnwood #1, Hartman #10, and Totten #6 Substations as follows:** NTX-240 Electronics Card Cage, P/N CF545062, 3U x 84HP (19" W x 5.25" H x 12" D), 19" rack mounted, Front/Rear Access, with Power Supply Slot, 5-slot System Node Mid-Plane and a no Input Module mid-plane Motherboard. **NTX System Controller Node with Termination, P/N AS545011/DA050205**, Router/Gateway functionality with One 10/100baseT DNP3 and/or Modbus RTU over TCP/IP or UDP Ethernet Port, configurable for up to 16 IP clients, servers, or multiples of both. Includes two configurable isolated EIA 561 RS-232 DTE/485 RJ45 serial ports, with DNP 3.0, and Modbus RTU primary/secondary protocols, Cooper 2179 primary IED protocol and ACS7000, Harris 6000, L&G8979, SC-1801, & SCOMD secondary protocols for master communications. 32-bit ARM9E CPU running under an embedded version of the Linux operating system. Mini USB Maintenance port and USB for a thumb drive to update firmware and archive configuration files. IRIG-B Time Code Reader for unmodulated signaling and GPS Satellite Clock interface Mini-DIN connector using NMEA 0183 protocol included with optional clock antenna available for NTX-240 time synchronization only. Supports NTP Synchronization via an Ethernet Connection. **Includes NTX Logic Controller- Programmable Logic Controller application for the NTX-series that includes:** NTU Logic Run-Time License included for ACS or customer developed algorithms to be run on the System Controller in any NTX series so equipped. See option 9 for NTX Logic Development Software License, C/N 5080. **Two NTX Ethernet/Quad-Serial Gateway Node with Termination Module, P/N AS545008/DA050224**, F/W P05-0098, with One 10/100baseT DNP3, IEC 60870-5-104 and/or Modbus RTU over TCP/IP or UDP Ethernet Port, configurable for up to 64 IP clients, servers, or multiples of both. Includes Four configurable isolated EIA 561 RS-232 DTE/485 RJ45 serial ports, with DNP 3.0, ACS7000, IEC 60870-5-101 and Modbus RTU primary/secondary protocols, Cooper 2179 primary IED protocol and Harris 6000, L&G8979, SC-1801 & SCOMD secondary protocols for master communications. 32-bit ARM9E CPU running under an embedded version of the Linux operating system. **NTX Smart I/O Controller, P/N DA050210-1/DA050217 for external** Card file mounted modules. Will support up to 512 digital inputs. 2nd source upgrades I/O will be supported as originally defined for the specific model.	$12,429	**$62,145**

Item	Qty	Description	Unit Price	Total
		NTX Binary Output Controller, P/N AS545016/050243 using an isolated 16 x 16 Binary Output relay driver Interface - for up to 256 External DIN Rail mounted control relay Interfaces. **No Spare NTX Gateway Node Slots available** **Reuse Analog Input Modules, P/N DA075300 / DA045440 in the original 7510 Analog Multiplexer Slots being serviced by the NTU-7530.** **Replacement Analog interface Cable AA650086** **Replacement Analog Logic Power Cable, AA401371** **Reuse Digital Adaptor to Existing 7510 DIM's, DA075302** **Reuse Digital Interface cable for 7510 DIMs, AA401253** **Rear Panel AS545063 with Wetting Voltage connector and replacement Cable for NTU-7510 ±V to rear 7510 motherboard connector J8, AA650101** **Reuse existing Adaptor Cable to Existing Control Cards, AA401386** **NTX Power Supply, P/N 540100,** 125Vdc/115Vac input with 24Vdc output for contact wetting and control output relay drivers and 5Vdc logic power. Card Cage Mounted with Power Panel AS545002 for 130Vdc. **For 19" Rack Mounting replacing the existing NTU-7530 card file.** Includes complete assembly and system level testing of complete unit, and custom NTX-240 drawings. **NTX Explorer Configuration & Diagnostic USB Serial Cable - 10', USB 2.0 Cable, Type A-5 pin (mini-B). C/N 4194**		
4	2	**NTX-200 Substation Controller for upgrading 2 NTU-7550 RTUs with 16 Analog Inputs for the Garden City #12 and FPL #20 as follows:** NTX-200 Electronics Card Cage, 9.5" W x 6" H, bottom wall/panel mounted (P/N CF545009), with Power Supply Slot, 4-slot System Node Mid-Plane and a 3 Slot Input Module mid-plane Motherboard. **NTX System Controller Node with Termination, P/N AS545011/DA050205,** Router/Gateway functionality with One 10/100baseT DNP3 and/or Modbus RTU over TCP/IP or UDP Ethernet Port, configurable for up to 16 IP clients, servers, or multiples of both. Includes two configurable isolated EIA 561 RS-232 DTE/485 RJ45 serial ports, with DNP 3.0, and Modbus RTU primary/secondary protocols, Cooper 2179 primary IED protocol and ACS7000, Harris 6000, L&G8979, SC-1801, & SCOMD secondary protocols for master communications. 32-bit ARM9E CPU running under an embedded version of the Linux operating system. Mini USB Maintenance port and USB for a thumb drive to update firmware and archive configuration files. IRIG-B Time Code Reader for unmodulated signaling and GPS Satellite Clock interface Mini-DIN connector using NMEA 0183 protocol included with optional clock antenna available for NTX-240 time synchronization only. Supports NTP Synchronization via an Ethernet Connection. **Includes NTX Logic Controller- Programmable Logic Controller application for the NTX-series that includes:** NTU Logic Run-Time License included for ACS or customer developed algorithms to be run on the System Controller in any NTX series so equipped. C/N 5080.	$13,148	**$26,296**

Item	Qty	Description	Unit Price	Total
		NTX Ethernet/Quad-Serial Gateway Node with Termination Module, P/N AS545008/DA050224, F/W P05-0098, with One 10/100baseT DNP3, IEC 60870-5-104 and/or Modbus RTU over TCP/IP or UDP Ethernet Port, configurable for up to 64 IP clients, servers, or multiples of both. Includes Four configurable isolated EIA 561 RS-232 DTE/485 RJ45 serial ports, with DNP 3.0, ACS7000, IEC 60870-5-101 and Modbus RTU primary/secondary protocols, Cooper 2179 primary IED protocol and Harris 6000, L&G8979, SC-1801 & SCOMD secondary protocols for master communications. 32-bit ARM9E CPU running under an embedded version of the Linux operating system. **NTX Smart I/O Controller, P/N DA050210-1/DA050212-1** for up to 8 NTX Analog card file modules. Also supports up to 256 digital inputs using DIN Rail or panel mounted DA075068 Digital Input Modules. **NTX Binary Output Controller, P/N AS545016/050243** using an isolated 16 x 16 Binary Output relay driver Interface - for up to 256 External DIN Rail or panel mounted control relay Interfaces. **No Spare NTX Gateway Node Slot available** 16 Analog Input points using Card File Mounted 16 Point Analog Input Modules (DA050430-1/DA050417 X 1, (0 ± 1mA), with two 26-pin connectors for every 8 plus, minus, and EG Shield terminations to terminal block assemblies itemized below. Groups of 16 inputs with full 16-bit A/D per group supported. 16-point Analog Input Module Interface Cable, P/N DA543019 X 2, DB25F to Terminal Block assembly, length to fit from NTX-200 card file analog modules to respective form-fit blank analog input module. One 32-point form-fit blank analog input module, P/N DA040351 x 1, for customer replacement of existing panel mounted Analog Input Module w/Expansion Analog Input Module (if installed). Form-fit designed with original 7050/7550 removable terminal block pins physically located where the original AIM Terminal Blocks were located. Customer to move terminal blocks for each 8 analog inputs to replacement form-fit terminal block pins. **Two Spare NTX I/O Slots available** Reuse existing 7550 1st DA070536 Digital Input Module Ribbon Cable, AA101269. Reuse existing 7550 1st control relay interface ribbon cable, AA400272. NTX Power supply ±V to DA070536 DIM power cable - AA650088 x 1. **Rear Panel AS545063 with Wetting Voltage connector** **NTX Power Supply, P/N 540100,** 125Vdc/115Vac input with 24Vdc output for contact wetting and control output relay drivers and 5Vdc logic power. Card Cage Mounted with Power Panel AS545002 for 130Vdc. **NTX-200 card file to be bottom mounted in place of NTU-7550 card file and power supply in existing cabinet.** **NTX-200 NTX Explorer Configuration & Diagnostic USB Serial Cable - 10', USB 2.0 Cable, Type A-5 pin (mini-B). C/N 4194**		

Item	Qty	Description	Unit Price	Total
5	1	**NTX-20 Intelligent Controller for the Generator as follows:** NTX-20 Base Unit, P/N: DA050520/DA050521 (Assembly DA543030) - One 10/100 baseT DNP3, Level 2++ and/or Modbus RTU over TCP/IP or UDP Ethernet Port, configurable for up to 16 clients, servers, or multiples of both, F/W P/N: 05-0091. Requires NTX Explorer 2016-0003. Includes two configurable isolated RS-232 DTE/RS-485 9-pin ports with DNP 3.0, Level 2++ & Modbus RTU master/slave, ACS7000, Harris 6000, L&G8979, SC-1801, and SCOMD secondary slave and Cooper 2179 master primary protocols for Master or IED interfaces. Includes 35mm DIN rail mounted and configured for the following: 16 Digital Inputs, w/removable compression terminal blocks, configurable per point as Binary with time (SOE with 1mS Resolution)/Binary without time (Status)/or form "A" or Form "C" Counters (Accumulators) - Base NTX-20 9 -36Vdc input power used for contact wetting voltage 4 x 6 optically isolated Binary Output driver Interface - for up to 24 External Control Relay Interfaces (see control relay options below) I/O Expansion Buss supporting two 1-channel DC Analog Output Modules, four 8-point Binary Input Modules and six 6-point DC Analog Input Modules (See optional I/O modules below). 18-36Vdc Input Power Supply with 5Vdc @10 Watts output Internal GPS Satellite NEMA 0183 Interface with 6-pin Mini-Din connector. Optional external antenna with GPS receiver required. **Includes NTX Logic Controller- Programmable Logic Controller application for the NTX-series that includes:** NTX Logic Run-Time License included for ACS or customer developed algorithms to be run on the System Controller in any NTX series so equipped. C/N 5080. **External Local/Remote Switch Assembly to replace the standard on-board pin jumpers, P/N AS650021** Surface mounted DPDT switch cabled to existing on-board pins for permitting or blocking remote control. ACS installed on side bracket of NTX-20 assembly. **32** wired Entrelec Terminal Blocks for customer 16 digital inputs and 16 +V wetting voltage connections. P/N AS650112 **External 8 Binary Input Module, DA050025 x 1,** 100mm x 108mm (3.9" x 4.25") DIN rail mounted externally with 8 binary with time (SOE), without time (Simple Status) or form A or form C counter Inputs). Includes 20" Expansion Module interface cable AA401327-20i & DA070727 to NTX-20. 35mm DIN Rail mounted. **Maximum of 4 8-point Binary Input Modules supported.** **16** wired Entrelec Terminal Blocks for customer 8 digital inputs and 8 +V wetting voltage connections. P/N AS650111 **External 6 DC Analog Input Module (0±1 mA), DA050030** 100mm x 108mm (3.9" x 4.25") DIN rail mounted externally with 6 DC Analog Inputs with 16-bit A/D per 6 point module, 0 + 1ma. 35mm DIN Rail mounted. (Assy# DA543002). **Maximum of 6 6-point Analog Input Modules supported.**	$7,014	$7,014

Item	Qty	Description	Unit Price	Total
		External 6 DC Analog Input Module (4-20mA), DA050030-1, 100mm x 108mm (3.9" x 4.25") DIN rail mounted externally with 6 DC Analog Inputs with 16-bit A/D per 6 point module, 4-20ma. Includes 12" Expansion Module interface cables AA401327-20i & DA070727 to NTX-20 as required. 35mm DIN Rail mounted. (Assy# DA543003) **Maximum of 6 6-point Analog Input Modules supported.** **External 4 Latching Relay Module, P/N 050052,** 100mm x 108mm (3.9" x 4.25") DIN rail mounted externally with 4 latching relays, each supporting 2 form C contact per relay rated at 10A @ 115Vac/10A @ 32Vdc. Includes 12" relay module interface cable AA400061 to NTX-20. 35mm Din Rail mounted. **Maximum 3 8-Relay Address Modules Supported.** **External 85-264VAC/90-350Vdc to 24VDC @ 3.5A Power Supply,** C/N: 4259. 35mm DIN Rail mounted. **35mm Din Rail, 19"** lengths for customer mounting of NTX-20 with external IO components in the existing NTU-7510 cabinet equipment rack. **GPS Antenna with** GPS Satellite Time Base Unit with 6-pin male Mini-DIN connector and 5 meter cable, P/N AA543020. **NTX-20 NTX Explorer Configuration & Diagnostic USB Serial Cable - 10', USB 2.0 Cable, Type A-5 pin (mini-B). C/N 4194** Generic assembly & customer connection drawing set.		
		Subtotal		**$134,821**
10% Discount for single PO for all 11 units with delivery & Billing scheduled over a 12 month ARO Period				**-$13,482**
		Shipping & Handling	**Prepay, Invoiced at Cost, Min $35**	
		Total Discounted System FOB Destination		**$121,339**
		Options All Optional Items priced for inclusion with Item #1 through 6 only		
6	1	**NTX -200 Series Option: Serial Port Communications Interface Cable - RJ-45 to 25 pin (M) RS232 DTE/DCE, AA401398**	$79	As Required
7	1	**NTX-200 Series Option: Serial Port Communications Interface Cable - RJ-45 to 9 pin (M) R232 DTE/DCE, AA401489**	$79	As Required
8	1	**NTX-200 series Option: Serial Port Communications Interface Cable** - RJ-45 to RJ-8A Weidmuller for RS-485, AA650106	$110	As Required
9	1	**NTX-20 Option: RS232 Communications Interface Cables:** 9-pin (M) to 9-pin (M) RS232 DTE to DCE external modem, 6' length cable, P/N AA401449-6F	$87	As Required
10	1	**NTX-20 Option: RS232 Communications Interface Cables:** 9-pin (M) to 25-pin (M) RS232 DTE to DCE external modem, 6' length, P/N AA400944-6F	$127	As Required
11	1	**NTX-20 Options: RS485 Communications Interface Cables:** 9-pin (M) to Weidmuller RJ-8A Terminal Block Unit (P/N: 911916) for RS485 interface, 6' length, AA650041-6F	$145	As Required
12	1	**NTX Option: GPS Antenna with** GPS Satellite Time Base Unit with 6-pin male Mini-DIN connector and 5 meter cable, P/N AA543020.	$248	As Required
13	1	**NTX Option: GPS Antenna extension cable, StarTech 6-pin PS/2** Mini Din Extension Cable, 25 foot cable lengths with up to 100 foot extension cable length maximum. P/N KXT102_25. C/N 5291	$32	As Required

Item	Qty	Description	Unit Price	Total
14	Lot	**Option: On-site installation, configuration, and site commissioning assistance by an ACS Engineer/Technician (minimum three days including travel time plus travel & living expenses)**	$ 1,800 per day	**$5,400 Minimum**
		Expenses for On-site assistance to be Billed at Cost		**Billed at Cost**

Item	Qty	Description	Unit Price	Total

Supplemental Terms & Conditions of Sales

1. System Delivery

- A standard PRISM system lead-time is 120 days ARO or sooner.
- System services will be performed remotely, if possible. For On-Site services, all travel and living expenses will be billed at cost
- A premium (a fee equal to a percentage of the quoted total price) will be added to orders requesting expedited delivery.
- Requests for expedited delivery under 80 days will be addressed on a case-by-case basis and require a premium of 25%.
- All expedite processes must be authorized in writing, and cannot be cancelled once started.
- If ACS does not meet the required delivery, the expedite premium will be forfeited, but not the additional shipping charges.

2. Parts Delivery

- Normal parts lead-time is 30 days ARO.

- A premium (a fee equal to a percentage of the quoted total price) will be added to orders requesting expedited delivery.
- Parts orders that require next day delivery will be billed at a +20% premium, with a minimum adder of $100.
- Shipment of parts not in stock will be addressed on a case-by-case basis.
- All expedite processes must be authorized in writing, and cannot be cancelled once started.
- If ACS does not meet the required delivery, the expedite premium will be forfeited, but not the additional shipping charges.

3. NTU Delivery

- Normal NTU (RTU) lead-time is 90 to 120 days ARO or sooner.
- A premium (a fee equal to a percentage of the quoted total price) will be added to orders requesting expedited delivery.
- Requests for expedited delivery between 30 and 60 days will require a premium of +20% with a minimum adder of $500.
- Requests for expedited delivery to less than 30 days will require a premium of +50% with a minimum adder of $3,000.
- Orders for expedited delivery to 60-90 days will be addressed on a case-by-case basis.
- All expedite processes must be authorized in writing, and cannot be cancelled once started.
- If ACS does not meet the required delivery, the expedite premium will be forfeited, but not the additional shipping charges.

4. IED Profiles

- Each IED device profile qualified by ACS is based on information supplied by the IED vendor and includes specific IED firmware versions
- An IED vendor may change their specific device profile from the original profile that ACS has implemented and tested.
- In such a case, the customer is responsible for notifying ACS and coordinating with the IED vendor for device profile changes.
- In the case where device protocol or profile re-certification is required, ACS will work closely with the customer and the IED vendor.
- Either the customer or IED vendor will be responsible for the cost of any additional profile work determined not to be the fault of ACS.
- Any errors or omissions in the profile at the fault of ACS will be corrected as quickly as possible at no additional cost.

5. Shipping & Handling

- Standard shipping within the continental US is typically 5-7 business days.
- A shipping & handling fee of $35 will be added to each small package shipment. No separate freight invoice will be submitted.
- Packages exceeding $35 freight charges will be billed at cost, or fixed pre-quoted cost if applicable.
- Charges for premium shipping (next day morning delivery, afternoon delivery, etc.) will be billed at cost.

DEVICES AND DOCUMENTATION:
Advanced Control Systems, Inc.
2755 Northwoods Parkway
Norcross, Georgia 30071
Attn: IED Certification Laboratory

PURCHASE ORDERS:
Advanced Control Systems, Inc.
2755 Northwoods Parkway
Norcross, Georgia 30071
Attn: Order Entry Team
Email:ACSOrderEntryTeam@acspower.com

This quotation contains proprietary information.

The above quotation is valid for ninety (90) days. All prices are based on system purchase.

All purchase orders should be mailed to the above address. Please include Billing and Shipping Information.

By: M. Clint Cowan Title: Substation Systems Manager, Sales & Marketing

For: Kurt Nolte Title: Southern Regional Sales Director

D-9

Fort Pierce Utilities Authority

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

Board Submission Form

4/15/2020

Department: 55 - Electric Operations

Board Meeting Date: 04/21/2020

Item Type: Consent, Contract Agreement

Subject: Electrical Services for AMI

Recommendation:

RFP No. 20-32: Accept Proposals from and approve Contracts for electrical services at various residential and commercial customers locations throughout FPUA's service territory with James E. Matula Electrical Contractors, Inc. dba Matula Electric (Matula), of Fort Pierce, Florida, in an amount not to exceed $16,666 annually, Thomas E. Richmond Electric, Inc. dba Richmond Electric (Richmond), of Fort Pierce, Florida and WirenutZ, Inc. (WirenutZ), of Fort Pierce, Florida, each in an amount not to exceed $16,667 annually, for a total of $50,000 per year. The initial term of these Contracts will be from April 21, 2020 to November 4, 2021, with five one-year renewal options, contingent on 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:	JAKUBCZAK, PAUL A.	Apr 15 2020 8:04AM
Director of Finance:	MIKA, BARBARA A.	Apr 15 2020 10:22AM
Director of Utilities:	TOMPECK, JOHN K.	Apr 15 2020 4:10PM

Fort Pierce Utilities Authority

Memorandum

TO: John K. Tompeck, P.E., Director of Utilities

THROUGH: Paul A. Jakubczak, P.E., Director of Electric & Gas Systems

FROM: Thomas E. Parker, Electric Ops Superintendent

DATE: April 15, 2020

SUBJECT: **Electrical Services for AMI**

RECOMMENDATION:

RFP No. 20-32: Accept Proposals from and approve Contracts for electrical services at various residential and commercial customers locations throughout FPUA's service territory with James E. Matula Electrical Contractors, Inc. dba Matula Electric (Matula), of Fort Pierce, Florida, in an amount not to exceed $16,666 annually, Thomas E. Richmond Electric, Inc. dba Richmond Electric (Richmond), of Fort Pierce, Florida and WirenutZ, Inc. (WirenutZ), of Fort Pierce, Florida, each in an amount not to exceed $16,667 annually, for a total of $50,000 per year. The initial term of these Contracts will be from April 21, 2020 to November 4, 2021, with five one-year renewal options, contingent on receiving the required Certificate(s) of Insurance.

SUMMARY/SUPPORTING INFORMATION

On November 4, 2019 FPUA's Board accepted and approved the Contract for the implementation of an Advanced Metering Infrastructure (AMI) network that encompasses the electric, gas and water departments. Electrical contractors will furnish the necessary labor, material, equipment, and tools to perform electrical work needed to assist FPUA staff in accomplishing meter installation. Services may include, but are not limited to, replacement of outside meter cans, meter lugs, blocks, weather head wire and mast, wire and other miscellaneous electrical services.

The Request for Proposal (RFP) was uploaded to DemandStar on March 28, 2020, and was advertised on March 28 and April 1, 2020 with the opening at 11:30 AM on April 7, 2020. The RFP was sent to 407 vendors; nine (9) vendors requested specifications with three (3) responding, resulting in a 34% response rate. Subsequently, on April 13, 2020, FPUA submitted a Best and Final Offer to the three (3) responding vendors. All three vendors responded to the Best and Final Offer; 100% are local vendors. A recommendation was received from the Director of Electric and Gas Systems on April 8, 2020 to request authorization form the Board to accept the proposals from Matula, Richmond and WirenutZ.

ALTERNATIVES (IF ANY):

Award to only one vendor and receive services at the contractor's convenience, which is not recommended. Contracting with multiple vendors is more efficient, cost effective and provides scheduling flexibility.

ATTACHMENTS:

Proposal Tabulation
FPUA Contract-Matula
FPUA Contract-Richmond
FPUA Contract-WirenutZ

FORT PIERCE UTILITIES AUTHORITY

TABULATION OF PROPOSALS FOR BEST AND FINAL OFFER

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.

RFP ON:	**ELECTRICAL SERVICES FOR AMI**
RFP NUMBER:	20-32
DATE/TIME:	April 7, 2020 @ 11:30 AM
BEST AND FINAL OFFER-DATE/TIME:	April 13, 2020 @ noon
RECOMMENDED AWARD:	James E. Matula Electrical Contractors, Inc. dba Matula Electric, Thomas E. Richmond Electric, Inc. dba Richmond Electric and WirenutZ, Inc.

RESPONSE
3 of 3 = 100%
0 "No Bid"
Total = 100%
Local: 3 of 3 = 100%

ELECTRICAL SERVICES			
VENDOR	James E. Matula Electrical Contractors, Inc. dba Matula Electric Fort Pierce, Florida	Thomas E. Richmond Electric, Inc. dba Richmond Electric Fort Pierce, FL	WirenutZ, Inc. Fort Pierce, Florida
BEST AND FINAL OFFER – Hourly Rate for one licensed Electrician	$75	$75	$75
BEST AND FINAL OFFER – Hourly rate for one Electrician's helper	$55	$55	$55
BEST AND FINAL OFFER – Overtime Rate for one licensed Electrician	$120	$120	$120
BEST AND FINAL OFFER – Overtime rate for one Electrician's helper	$80	$80	$80
BEST AND FINAL OFFER – "Storm Rate" for one licensed Electrician	$130	$130	$130
BEST AND FINAL OFFER – "Storm Rate" for one Electrician's helper	$95	$95	$95
BEST AND FINAL OFFER – Percentage for Material Markup	20%	20%	20%

In the best interest of FPUA the Best and Final Offer has been awarded to three contractors.

FORT PIERCE UTILITIES AUTHORITY CONTRACT
FOR
ELECTRICAL SERVICES FOR AMI

Contract is made between Fort Pierce Utilities Authority (FPUA) and James E. Matula Electrical Contractors, Inc. dba Matula Electric, of the City of Fort Pierce, 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: electrical services in accordance with Request for Proposal (RFP) No. 20-32 appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Contract.

Section 3
The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: various, including residential and commercial customer(s) locations throughout FPUA's service territory.

Section 4
The job upon which Contractor is to perform the services shall be referred to as the Electrical Services for AMI, RFP 20-32 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 $16,666.00 (sixteen thousand six hundred sixty-six dollars and no cents) annually on the terms contained in Contractor's said 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 the Specifications defined in section 2 above. 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 April 21, 2020 and end on November 4, 2021. There shall be five (5), one (1)-year renewal options on terms and conditions that are mutually acceptable in writing to the parties. This Contract will remain in effect in the event of a natural disaster or other emergency event.

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. 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. In accordance with section 2-63 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 Contract, and shall not transfer any interest in the same without the prior written approval of FPUA.
D. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
E. Venue: This Contract shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.
F. 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 forgoing 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.

G. **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;

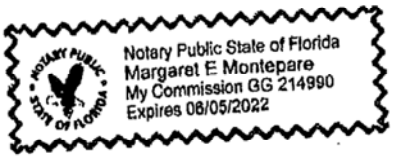
4) Upon completion of the Contract, transfer, at no cost to FPUA, all public records in possession of the company or keep and maintain public records required by FPUA to perform the service. If all public records are transferred to FPUA upon completion of the contract Contractor shall destroy any duplicate 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 Contract the day and year set forth below.

Signed, sealed and delivered in the presence of:

JAMES E. MATULA ELECTRICAL CONTRACTORS, INC.
dba MATULA ELECTRIC



James E. Matula, Electrical Contractors Inc
Name of Firm (Typed or Printed)

BY: _____
Signature/Officer of Firm (Manual)

James E. Matula
Name (Typed or Printed)

TITLE: President

STATE OF: Florida

COUNTY OF: St Lucie

The foregoing instrument was acknowledged before me this 24th day of March, 2020, by

James E. Matula, President, of James E. Matula Electrical Contractors Inc.
Officer of Firm — Title — Name of Firm

a Florida corporation, on behalf of the corporation.
State

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

Margaret E. Montepare
Notary Public

My commission expires: 6/5/22

ATTEST:

_____
Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____



APPROVED AS TO FORM & CORRECTNESS:

BY: RNK
Fort Pierce Utilities Authority Attorney

FORT PIERCE UTILITIES AUTHORITY CONTRACT
FOR
ELECTRICAL SERVICES FOR AMI

Contract is made between Fort Pierce Utilities Authority (FPUA) and Thomas E. Richmond Electric, Inc. dba Richmond Electric, of the City of Fort Pierce, 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: electrical services in accordance with Request for Proposal (RFP) No. 20-32 appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Contract.

Section 3
The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: various, including residential and commercial customer(s) locations throughout FPUA's service territory.

Section 4
The job upon which Contractor is to perform the services shall be referred to as the Electrical Services for AMI, RFP 20-32 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 $16,667.00 (sixteen thousand six hundred sixty-seven dollars and no cents) annually on the terms contained in Contractor's said 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 the Specifications defined in section 2 above. 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 April 21, 2020 and end on November 4, 2021. There shall be five (5), one (1)-year renewal options on terms and conditions that are mutually acceptable in writing to the parties. This Contract will remain in effect in the event of a natural disaster or other emergency event.

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. 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. In accordance with section 2-63 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 Contract, and shall not transfer any interest in the same without the prior written approval of FPUA.
D. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
E. Venue: This Contract shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.
F. 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 forgoing 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.

G. 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 Contract the day and year set forth below.

Signed, sealed and delivered in the presence of:

THOMAS E. RICHMOND ELECTRIC, INC. dba RICHMOND ELECTRIC

Thomas E. Richmond Electric, Inc. dba Richmond Electric, Inc.
Name of Firm (Typed or Printed)

BY: _____
Signature/Officer of Firm (Manual)

Christopher W. Richmond
Name (Typed or Printed)

TITLE: Vice President

STATE OF: Florida

COUNTY OF: St. Lucie

The foregoing instrument was acknowledged before me this 30 day of March, 2020, by

Christopher W. Richmond, Vice President, of Thomas E. Richmond Electric, Inc. dba Richmond Electric, Inc.
Officer of Firm | Title | Name of Firm

a Florida corporation, on behalf of the corporation.
State

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

Notary Public State of Florida
Deana M Dailey
My Commission GG 326515
Expires 08/12/2023

_____
Notary Public

My commission expires: 8/12/2023

ATTEST:

FORT PIERCE UTILITIES AUTHORITY

_____
Secretary

BY: _____
Chairman

(FPUA Seal)

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

FORT PIERCE UTILITIES AUTHORITY CONTRACT
FOR
ELECTRICAL SERVICES FOR AMI

Contract is made between Fort Pierce Utilities Authority (FPUA) and WirenutZ, Inc., of the City of Fort Pierce, 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: electrical services in accordance with Request for Proposal (RFP) No. 20-32 appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Contract.

Section 3
The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: various, including residential and commercial customer(s) locations throughout FPUA's service territory.

Section 4
The job upon which Contractor is to perform the services shall be referred to as the Electrical Services for AMI, RFP 20-32 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 $16,667.00 (sixteen thousand six hundred sixty-seven dollars and no cents) annually on the terms contained in Contractor's said 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 the Specifications defined in section 2 above. 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 April 21, 2020 and end on November 4, 2021. There shall be five (5), one (1)-year renewal options on terms and conditions that are mutually acceptable in writing to the parties. This Contract will remain in effect in the event of a natural disaster or other emergency event.

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. 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. In accordance with section 2-63 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 Contract, and shall not transfer any interest in the same without the prior written approval of FPUA.
D. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
E. Venue: This Contract shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.
F. 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 forgoing 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.

G. 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 Contract the day and year set forth below.

Signed, sealed and delivered in the presence of:

WIRENUTZ, INC.

Wirenutz Inc
Name of Firm (Typed or Printed)

BY: Eric Letourneau, Print
Signature/Officer of Firm (Manual)

Eric Letourneau
Name (Typed or Printed)

TITLE: President

STATE OF: Florida

COUNTY OF: St. Lucie

The foregoing instrument was acknowledged before me this 31 day of March, 2020, by Eric Letourneau, President, of Wirenutz Inc
Officer of Firm Title Name of Firm
a Florida corporation, on behalf of the corporation.
State

He/~~She~~ is personally known to me or has produced _____ as identification.

Chris Woolley
Notary Public

Notary Public State of Florida
Chris L Woolley
My Commission GG 185685
Expires 02/28/2022

My commission expires: 02/26/2022

ATTEST:

FORT PIERCE UTILITIES AUTHORITY

_____
Secretary

BY: _____
Chairman

(FPUA Seal)

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

FPUA COMMUNITY PROUD

BOARD SUBMISSION FORM

Department: 31 – Business Development

Board Meeting Date: 04/21/2020

Item: X **Regular Agenda** _____ **Consent Agenda**

Subject: Business Development Update

Recommendation:

For information only.

Reviewed By Attorney: ____ Yes X No

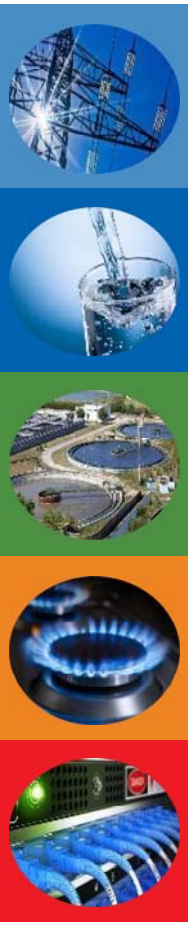
Funds Available From: X No Funds Needed ____ Budgeted

Approvals:

System Director: Jarin Cisneros

Director of Financial Services: N/A

Director of Utilities: Jack M. Tompkins



FPUA
COMMUNITY PROUD

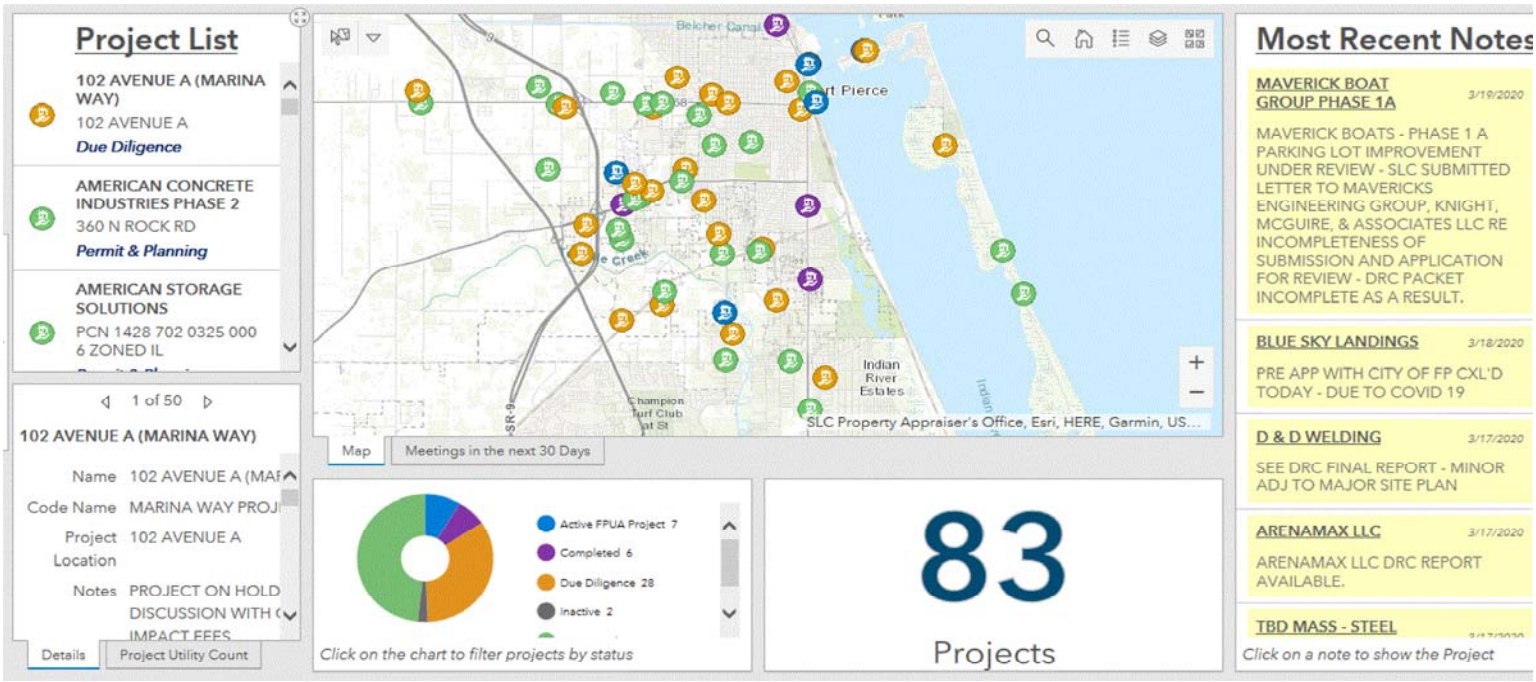
DEVELOPMENT DASHBOARD

Ana Johnson, Business Development Officer

Dashboard Benefits

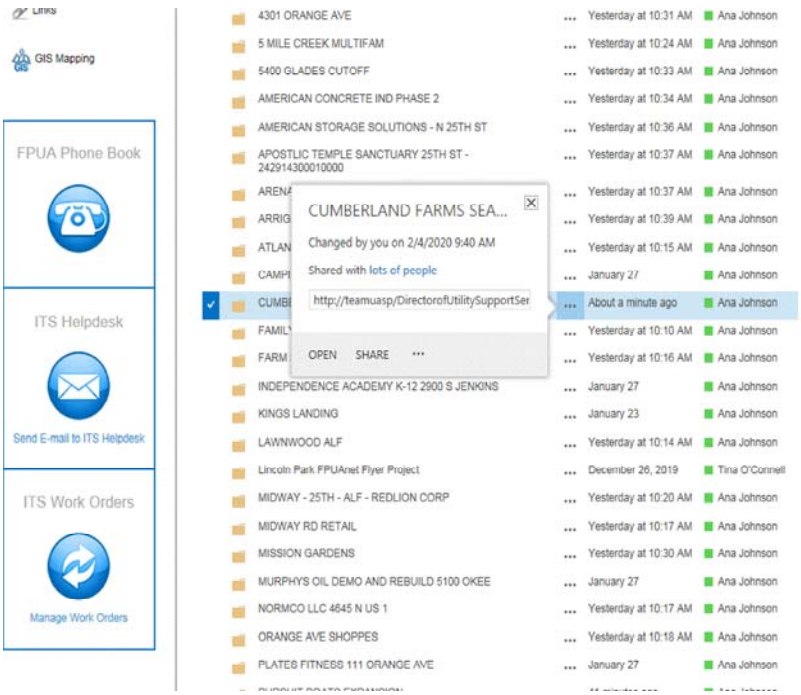
- Easily accessible status updates & reporting on existing and upcoming projects
- Brief details readily available at early stages - status, utilities needed, portfolios (if desired), site plans, utility/engineering comments, as well as planning/permitting info
- Greater efficiency & communication among departments and teams as the application develops further and becomes more broadly utilized
- Allows for high level view of where the bulk of development & what types, are taking place
- The potential for future public viewing option (with limited detail) is a real possibility

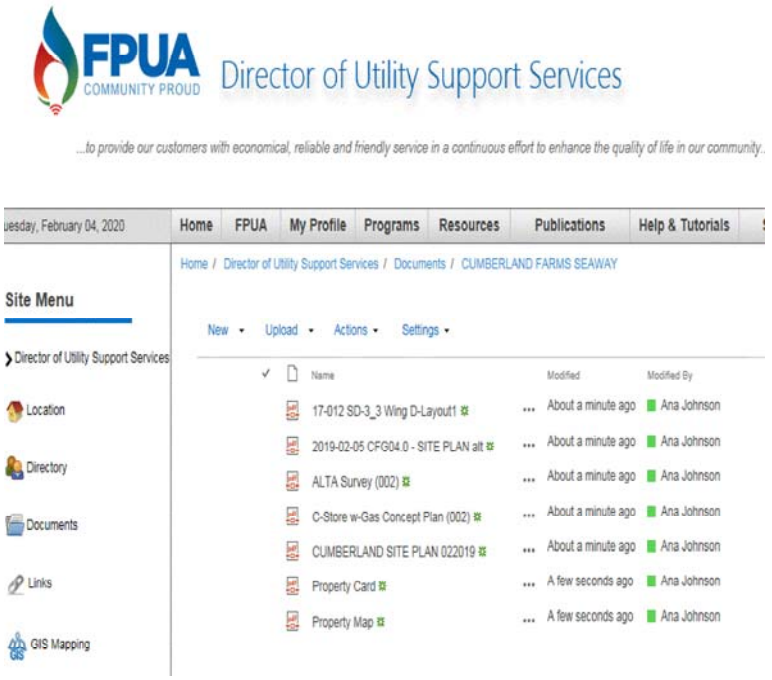
The Dashboard



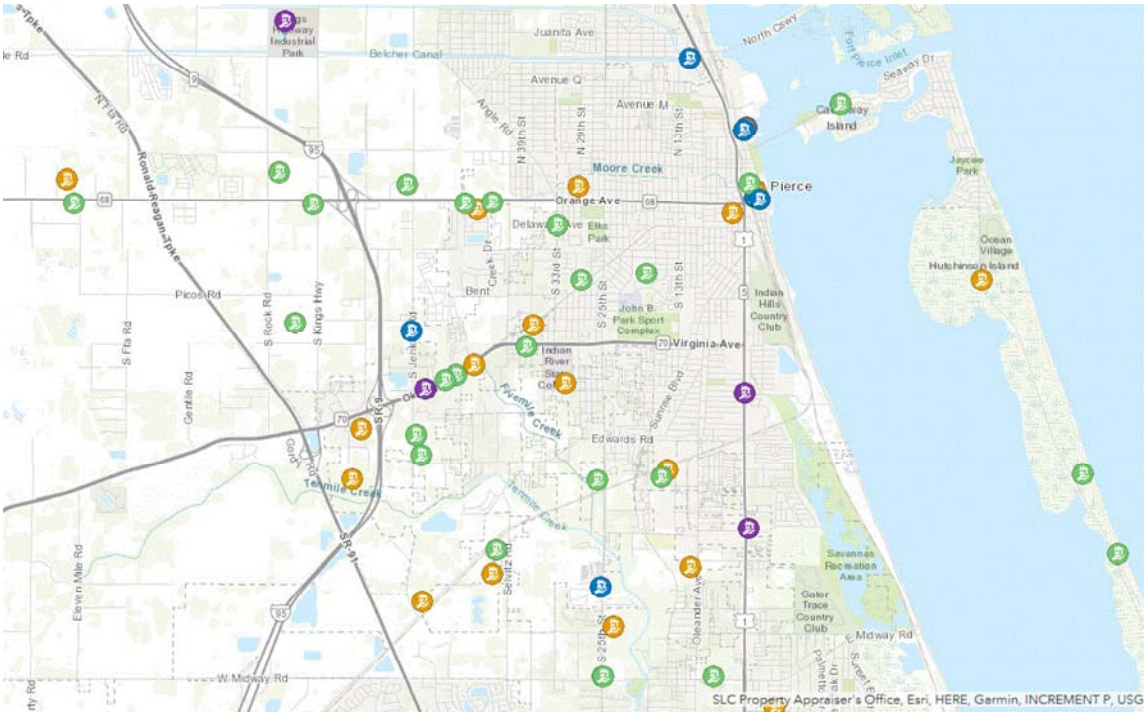
https://fpua.maps.arcgis.com/apps/webappviewer/index.html?id=106a9b2c72f8447389cbec62959cd63f
https://fpua.maps.arcgis.com/apps/opsdashboard/index.html#/965ae51903e94359872d884c2b1bd7ab

What We See On the Inside





Where is Development Happening?



QUESTIONS?



*Special Thanks to Jason Drost and Karina Livingston in FPUA GIS for making this vision come to life.

Fort Pierce Utilities Authority

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

Board Submission Form

4/14/2020

Department: 22 - Materials Management

Board Meeting Date: 04/21/2020

Item Type: Regular Agenda

Subject: OVERHEAD/POLEMOUNTED TRANSFORMERS

Recommendation:

Approve amending the not to exceed amount to $500,000 for the purchase and delivery of overhead/pole-mounted transformers for inventory from Anixter Inc. of Glenview, Illinois, through the Florida Municipal Power Agency (FMPA) Joint Purchasing Project (JPP) Invitation to Bid (ITB) No. 2019-005 and 2019-005A. The initial term of this award is for five years, through June 2024, with an option to extend on a year-to-year basis beyond that date by mutual consent

Reviewed By Attorney:

Funds Available From: ___ No Funds Needed X Budgeted ___ Contingency

Approvals:

System Director:	CISNEROS, JAVIER	Apr 9 2020 12:48PM
Director of Finance:	MIKA, BARBARA A.	Apr 13 2020 3:19PM
Director of Utilities:	TOMPECK, JOHN K.	Apr 13 2020 3:55PM

Fort Pierce Utilities Authority

Memorandum

TO: John K. Tompeck, P.E., Director of Utilities

THROUGH: Javier Cisneros, P.E., Director of Utility Support Services

FROM: Eric R. Winterstein, CFM, Facilities and Fleet Superintendent

DATE: April 14, 2020

SUBJECT: **OVERHEAD/POLEMOUNTED TRANSFORMERS**

RECOMMENDATION:

Amend the not to exceed amount to $500,000 for the purchase and delivery of overhead/pole-mounted transformers for inventory from Anixter Inc. of Glenview, Illinois, through the Florida Municipal Power Agency (FMPA) Joint Purchasing Project (JPP) Invitation to Bid (ITB) No. 2019-005 and 2019-005A. The initial term of this award is for five years, through June 2024, with an option to extend on a year-to-year basis beyond that date by mutual consent

SUMMARY/SUPPORTING INFORMATION

The FMPA JPP provides procurement services for electrical materials for its members, free of charge. On August 16, 1994, the FPUA Board approved joining the FMPA JPP for the purchase of electrical materials. The terms and conditions of the FMPA JPP and the bid procedures meet all requirements of State Law. Participating with the FMPA JPP ITB will enable FPUA to take advantage of consortium pricing obtained with their greater economies of scale that offers lower prices. Purchases will be made as needed to replenish inventory stock.

In July of 2019, the board approved a not to exceed amount of $200,000 for the purchase and delivery of pole mounted transformers. This additional funding is necessary to support inventory for storm stock and the replacement of transformers are part of our pole replacement project. In January 14th, 2020, the Board approved a $487,734 pole replacement project with SPE Utility Contractors. The pole replacement project includes the replacement of transformers pole that often are the same age as the poles and must be replaced.

ALTERNATIVES (IF ANY):

The overhead/polemounted transformers could be bid by FPUA but it is unlikely that the bid would be lower than that received by the FMPA JPP.

Fort Pierce Utilities Authority

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

Board Submission Form

4/15/2020

Department: 01 - Manatee Obs & Educ. Center

Board Meeting Date: 04/21/2020

Item Type: Regular, Contract Agreement

Subject: 2020 MOEC Memorandum of Understanding with the City of Fort Pierce

Recommendation:

Approve the Memorandum of Understanding with the City of Fort Pierce (City) for the Manatee Observation and Education Center (MOEC), for a period of 25 years with automatic five-year extensions.

Reviewed By Attorney: Yes

Funds Available From: X No Funds Needed ___ Budgeted ___ Contingency

Approvals:

System Director:	CISNEROS, JAVIER	Apr 14 2020	9:58AM
Director of Finance:	MIKA, BARBARA A.	Apr 14 2020	3:28PM
Director of Utilities:	TOMPECK, JOHN K.	Apr 15 2020	7:13AM

Fort Pierce Utilities Authority

Memorandum

TO: John K. Tompeck, P.E., Director of Utilities

THROUGH: Javier Cisneros, P.E., Director of Utility Support Services

FROM: Judith Ann Widmayer, Community Relations Manager

DATE: April 15, 2020

SUBJECT: **2020 MOEC Memorandum of Understanding with the City of Fort Pierce**

RECOMMENDATION:

Approve the Memorandum of Understanding with the City of Fort Pierce (City) for the Manatee Observation and Education Center (MOEC), for a period of 25 years with automatic five-year extensions.

SUMMARY/SUPPORTING INFORMATION

The MOEC building was constructed on a parcel of City property under an agreement between the City, FPUA, and Main Street Fort Pierce, Inc. (Main Street), dated June 22, 1995 (the 1995 MOEC Agreement), with funding received through a Florida Inland Navigation District (FIND) Grant and fundraising by Main Street. For the past 25 years, FPUA has managed the MOEC and been responsible for all costs associated with its operations and maintenance pursuant to a subsequent Memorandum of Understanding between the same parties dated December 17, 1996 (the 1996 MOEC MOU). Under the 1995 and 1996 agreements, the City is responsible for any capital expenses and capital improvements for the MOEC building. Over the years, for the betterment of MOEC and the Fort Pierce community, FPUA has made several capital improvements to the building and grounds. The 1995 MOEC Agreement and 1996 MOEC MOU expire on June 21, 2020. Upon execution of this new 2020 MOEC MOU, FPUA will continue to manage the MOEC and be responsible for all operations and maintenance for the next 25 years. Additionally, FPUA will agree to replace the roof of the MOEC building, observation tower and covered walkway, which is scheduled to be completed during the 2020 or 2021 fiscal year. The parties have negotiated the terms of the 2020 MOEC MOU, and FPUA is committed to continuing its support of MOEC as part of FPUA's mission to enhance the quality of life in the Fort Pierce Community.

ALTERNATIVES (IF ANY):

Not sign the MOU and allow the 1995 MOEC Agreement and 1996 MOEC MOU to expire on June 21, 2020. This is not recommended as MOEC would need to be relocated and the City would then be responsible for all costs associated with the current MOEC building which was purpose built for the MOEC.

ATTACHMENTS:

Memorandum of Understanding

2020 MEMORANDUM OF UNDERSTANDING
FOR THE
MANATEE OBSERVATION AND EDUCATION CENTER

This MEMORANDUM OF UNDERSTANDING (the 2020 MOEC MOU) is entered into on this ___ day of _____, 2020 (the Effective Date), by and between the **City of Fort Pierce**, a Florida Municipal Corporation (the City), and **Fort Pierce Utilities Authority**, a municipal authority created by the Charter of the City of Fort Pierce (FPUA).

WHEREAS, pursuant to an agreement between the City, FPUA, and Main Street Fort Pierce, Inc., a Florida Corporation (Main Street), dated June 22, 1995 (the 1995 MOEC Agreement), and with funding received through a Florida Inland Navigation District (FIND) Grant and fundraising by Main Street, the Manatee Observation and Educational Center (MOEC) was constructed on a parcel of City property immediately north and adjacent to Moore's Creek, as more fully described in the legal description included in Exhibit A hereto and incorporated here by reference; and

WHEREAS, pursuant to the 1995 MOEC Agreement, following its construction FPUA agreed to operate and maintain MOEC for a period a twenty-five (25) years; and

WHEREAS, pursuant to a subsequent 1996 Memorandum of Understanding Regarding [the] Manatee Observation and Education Center between the same parties, dated December 17, 1996 (the 1996 MOEC MOU), FPUA assumed management of MOEC and continued to be responsible for all costs associated with its operation and maintenance; and

WHEREAS, for the past 25 years FPUA has operated MOEC as a not-for-profit business, and paid all of the costs and expenses associated with its operation and maintenance; and

WHEREAS, by its terms the 1995 MOEC Agreement will expire on June 21, 2020, and along with it FPUA's obligations to manage, operate and maintain MOEC under the 1996 MOEC MOU will also expire on that date; and

WHEREAS, the parties hereto desire that FPUA continue to manage, operate and maintain MOEC in its current form and location going forward; and

WHEREAS, the parties recognize that the 1995 MOEC Agreement and 1996 Memorandum of Understanding does not obligate FPUA to make capital expenditures or capital improvements to the MOEC Premises, and upon execution of this agreement FPUA agrees to replace the existing roof of the MOEC building and will make other capital expenditures and capital improvements as described herein.

NOW THEREFORE, the parties have entered into this 2020 MOEC MOU, which upon its execution shall replace the 1995 MOEC Agreement and the 1996 MOEC MOU in their entirety.

Article I

1.1 MOEC Operations. FPUA shall continue to manage and operate MOEC as a not-for-profit business and independent division of FPUA, and shall be responsible for the costs associated with its operations and maintenance, except as expressly provided herein. FPUA shall maintain separate accounts in its consolidated cash account(s) for the use and benefit of MOEC to receive any funds raised by, contributed to or in any way collected by or for MOEC. The funds in such accounts shall be used to pay the expenses associated with the operations and maintenance of MOEC, and at FPUA's discretion any remaining funds in such accounts may be used for future enhancements to assist MOEC in achieving its objectives.

1.2 MOEC Premises. Beginning on the effective date, and subject to the terms and conditions of this 2020 MOEC MOU, FPUA agrees to continue to operate and maintain the property located at 480 N. Indian River Drive, Fort Pierce, Florida, 34950, as more completely described in Exhibit A, and consisting of a building and approximately 0.301 acres of land, including without limitation all other buildings, structures, and improvements located on the property (collectively the MOEC Premises). FPUA shall continue to maintain all historical and current building plans for the duration of this 2020 MOEC MOU. Upon the expiration or early termination of this 2020 MOEC MOU, FPUA shall provide the City with all such building plans in its possession.

Article II

2.1 Term and Termination. The initial term of this 2020 MOEC MOU shall commence on the Effective Date and continue for a period of twenty-five (25) years, after which the term shall automatically renew for successive five (5) year terms (each a renewal term). Except for termination under Section 5.2 hereof, FPUA or the City may terminate this MOU by giving the other party at least five (5) years advance written notice of its intent to terminate, provided that if less than five years remain on the then current term, the term shall be extended so that the period following the notice of termination is a full 5 years.

2.2 Surrender of the Premises. Upon the expiration or early termination of this 2020 MOEC MOU, FPUA shall surrender the MOEC Premises in good working condition and in compliance with FPUA's maintenance and repair obligations set forth herein, normal wear and tear excepted. FPUA shall remove its equipment, trade fixtures, appliances, apparatus, and equipment before the final day of occupancy. The City shall retain ownership of any fixtures, improvements, and alterations that are permanently installed or affixed to the building and grounds.

Article III

3.1 Repairs and Maintenance. FPUA shall, at its sole cost and expense be responsible for all costs required to operate and maintain MOEC, including the ordinary costs of maintaining the MOEC Premises in good working condition and repair (including necessary repairs and replacements), subject to reasonable wear and tear. Without limiting the foregoing, FPUA shall be responsible for maintaining the interior of the building, janitorial services, pest control, and the building's mechanical, electrical, and plumbing systems. FPUA shall also be responsible for maintenance and repair of the roof, exterior walls, exterior doors and windows. As noted in

Section 1.2 above the MOEC Premises includes without limitation the buildings, structures, and improvements located on the property, which for the avoidance of doubt includes the existing observation tower, which shall be maintained by FPUA. The City shall be responsible for maintenance and repair of the outdoor areas of the property, including the grounds, landscaping, walkways, railings, adjacent parking areas, seawall, and any flood control or drainage systems.

3.2 Capital Expenses and Capital Improvements.

The City and FPUA recognize that under the 1995 and 1996 agreements FPUA agreed to manage, operate and maintain MOEC, but FPUA is not obligated or required to make capital expenditures or capital improvements to the MOEC Premises, building or structures. Over the years, FPUA has managed, operated and maintained MOEC as required, and made several capital expenditures and capital improvements for the betterment of MOEC and the City.

(A) The City at its sole cost and expense is responsible for any capital expenditures or capital improvements to the MOEC building roof, exterior walls, exterior doors and windows, and the outdoor areas of the property, including without limitation, the grounds, landscaping, walkways, railings, adjacent parking areas, seawall, and any flood control or drainage systems. The City shall also be responsible for any capital improvements required by the City, or any State, County or Federal government, to continue the current occupancy and use of the MOEC Premises, including without limitation improvements, changes or modifications to the building's interior or exterior, roof, walls, windows or doors, or to the grounds, landscaping, walkways, railings, adjacent parking areas, seawall, and any flood control or drainage systems. If the City fails to make any such necessary capital expenditures or capital improvements within a reasonable period of time, FPUA may, after providing the City with thirty (30) days written notice, undertake and complete such expenditures or improvements, for which FPUA shall be reimbursed by the City. If FPUA does not receive reimbursement from the City within thirty (30) days of its written demand for reimbursement, FPUA shall be entitled to interest at the rate of one percent (1%) per month until paid, and may withhold any amount(s) that remain due under this 2020 MOEC MOU from any future payments that may be due or payable to the City from FPUA.

(B) FPUA may in its sole discretion, and at its sole cost and expense, make any improvements to the MOEC Premises and adjacent grounds that FPUA determines may be necessary, appropriate or beneficial for the continued operations and management of MOEC, including without limitation, remodeling the interior, or an expansion of or addition to the exterior of the building, replacement of the roof, windows, doors, and the areas adjacent to the building (collectively the FPUA Improvements). Upon execution of this MOU, FPUA agrees to replace the roof of the MOEC building, observation tower and covered walkway during fiscal year 2020 or 2021 at its sole cost and expense, and will make other capital expenditures and capital improvements as described herein. The forgoing notwithstanding, any FPUA Improvements shall be subject to all applicable city ordinances, site plan(s) and building permit requirements, and FPUA will pay all applicable fees. The City agrees to fully cooperate with FPUA to carry out any such FPUA Improvements, including issuing or providing the required authorization(s), permits or approvals as may be required. FPUA may use an architect, engineering firm and construction contractor(s) of its choosing for the FPUA Improvements. Upon completion of the FPUA

Improvements the City shall continue to be the owner of the completed improvements for all intents and purposes, including the payment of any taxes or assessments.

Article IV

4.1 Liability for Damages. Except as limited by the provisions of Section 768.28, Florida Statutes: (1) FPUA assumes all responsibility and liability for any and all damage or injury of any kind or nature whatsoever to all persons, whether FPUA employees or otherwise, and all damage to personal property, arising out of or resulting from FPUA's management, operations and maintenance of MOEC; and (2) FPUA assumes all responsibility and liability for property damage (other than property damage covered by insurance secured by the City) arising out of or occurring in connection with its management, operations and maintenance of MOEC; except that FPUA shall not be held liable for the loss of life, injury or damage to persons or property due to the sole negligence of the City, its agents, officers or employees.

4.2. Indemnification.

(A) FPUA agrees to indemnify and hold harmless the City 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 FPUA and persons employed by or used by FPUA in the management, operations and maintenance of MOEC. 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 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.

(B) The City agrees to 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 the City and persons employed by or used by the City. 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 City 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.

Article V

5.1 Insurance Requirements.

(A) FPUA shall procure and maintain, during the term of this agreement, workers compensation, general liability and personal property insurance coverage for MOEC operations with the same coverages and amounts as FPUA maintains for facilities owned and operated by FPUA. The general liability policy shall be endorsed to name the City as an additional insured.

(B) The City shall procure and maintain, during the term of this agreement, general liability and property damage insurance coverage on the MOEC Premises with the same coverages and amounts as the City maintains for facilities owned by the City. The policy shall be endorsed to name FPUA as an additional insured.

(C) FPUA and the City will each provide the other with a Certificate of Insurance or other evidence of insurance providing for forty-five (45) day notice for any change, cancellation or non-renewal.

5.2 Damage or Destruction of the Premises.

(A) If the MOEC Premises is damaged or destroyed by a hurricane, fire, windstorm, or any other natural disaster or emergency event, FPUA shall be entitled to proceed with rebuilding or repairing the MOEC Premises to substantially the same form and condition in which it existed prior to the damage or destruction. However, FPUA shall have the right, at its sole option, to terminate this 2020 MOEC MOU in the event the MOEC Premises are damaged or destroyed and FPUA will be unable to occupy the building or operate MOEC at the location for ninety (90) days or more, and FPUA shall have no further obligation to occupy, maintain, rebuild or restore the MOEC Premises.

(B) In the event FPUA elects to proceed with rebuilding or repairing the MOEC Premises, all insurance proceeds attributable to the MOEC Premises, whether paid to FPUA or the City as a result of any damage or destruction shall be paid to FPUA for the purpose of rebuilding or repairing the MOEC Premises. In addition, the City shall pay FPUA an amount to offset any deductible under the City's insurance policy(s). If FPUA elects not to proceed with rebuilding or repairing the MOEC Premises, all insurance proceeds under a policy carried by the City attributable to the MOEC Premises shall be paid to the City, and any insurance proceeds under a policy carried by FPUA to cover FPUA's equipment or property shall be paid to FPUA.

Article VI – Miscellaneous Provisions

6.1 Integration. This 2020 MOEC MOU executed by the parties represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior understandings and agreements between the parties, whether oral or written, relating to MOEC.

6.2 Governing Law and Venue. This agreement shall be governed and enforced under the laws of the state of Florida, and venue for any action shall be in the State or Federal courts in St. Lucie County.

6.3 Compliance with Laws. The parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the operation of MOEC and the performance of their obligations hereunder.

6.4 No Assignment or Subletting. Neither party may assign any of its rights, obligations or interests in the MOEC Premises to any third-party without the express written consent of the other party. No assignment or sublet of the MOEC Premises by FPUA shall be valid, or relieve FPUA of its obligations or liabilities hereunder without the express written consent of the City.

6.5 Severability. If any provision of this agreement is determined to be invalid or unenforceable by court of competent jurisdiction, the remaining provisions shall remain and shall be given the full force and effect as intended by the parties, and the invalid or unenforceable provision shall, to the extent possible, be reformed or interpreted to the extent possible to give effect to the intent of the parties, consistent with applicable law.

6.6 No Third-Party Rights. Nothing in this agreement is intended to create, nor shall it be construed to give any rights or benefits to anyone other than the City and FPUA.

6.7 Notices. Any notices hereunder shall be in writing, sent by U.S. mail or other common carrier, with delivery confirmation, to the address set forth below, or such other address as such patty may designate by written notice given to the other party in advance. Notices shall be deemed delivered upon the date actually received by the party as shown on the delivery confirmation.

To City:	City of Fort Pierce Attn: City Attorney P.O. Box 1480 Fort Pierce, FL 34954	**To FPUA:**	Fort Pierce Utilities Authority Director of Utilities P.O. Box 3191 Fort Pierce, FL 34948

6.8 Chapter 119, Florida Statues.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE ADDRESS IN THE NOTICE SECTION OF THE AGREEMENT.

To the extent Florida Public Records Law, Chapter 119, Florida Statutes, applies to this agreement each party shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the party in conjunction with this agreement. Specifically, each party shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the party in order to perform the service.

2. Provide the public with access to public records on the same terms and conditions that the a public entity would provide the records and at a cost that does not exceed the cost provided in state law 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.

4. Meet all requirements for retaining public records and transfer, at no cost, to the other parties for all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically provided to the other parties in a format that is compatible with the information technology systems of the other parties.

6.9 Counterparts; Electronic Signatures. This agreement may be executed in multiple counterparts, which taken together shall constitute one and the same instrument, and shall be effective as an original. Signatures by facsimile, email or portable document format (PDF) shall be binding and effective as an original signature.

IN WITNESS WHEREOF, the parties have caused the execution of this Memorandum of Understanding by their duly-authorized officials.

ATTEST:

_____
City Clerk

(Seal)

CITY OF FORT PIERCE

By: _____
Mayor

Approved as to Form and Correctness:

_____
City Attorney

ATTEST:

_____
Secretary

(Seal)

FORT PIERCE UTILITIES AUTHORITY

By: _____
Chairman

Approved as to Form and Correctness:

_____
FPUA Attorney

EXHIBIT A
PROPERTY DESCRIPTION

A parcel of land lying in Section 10, Township 35 S, Range 40 E and also being a portion of Indian River Memorial Park as recorded in Plan Book 10, Page 36 of the Public Records of St. Lucie County, Florida; said parcel being more particularly described as follows:

Commence at a 3"x3" concrete monument marking the southeast corner of Tract "X" as shown on the plat of Indian River Memorial Park, thence N 71°34'30" E, a distance of 80.00 feet to a point on the east right-of-way line of Indian River Drive (80.00' R/W), thence N 18°25'30" W along said east right-of-way line a distance of 6.20 feet to the Point of Beginning; thence N 71°42'46" E, a distance of 132.67 feet; thence S 28°14'03" E, a distance of 81.74 feet to a point on the south face of an existing seawall on the north side of Moore's Creek; thence S 61°45'57" W along the south face of said existing seawall, a distance of 148.77 feet to a point on the east right-of-way line of Indian River Drive; thence N 18°25'30" W along said east right-of-way line, a distance of 106.21 feet to the Point of Beginning.

Said Parcel containing 13,126 square feet and being 0.301 of an acre.

Together with: the West 190.00 feet of the south 35 feet of the certain parcel of land as described as parcel control number 2403-801-0026-000-0 per St. Lucie County , Florida Property Appraiser.

Bearing Base: the west right-of-way line of Indian River Drive bears N 18°25'30" W between a 3"x3" concrete monument marking the southeast corner of Tract "X" and a found ½" iron pipe marking the southeast corner of Tract "M" of Indian River Memorial Park.

Map of MOEC Premises:



G-4

Fort Pierce Utilities Authority

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

Board Submission Form

4/15/2020

Department: 62 - Water Resources

Board Meeting Date: 04/21/2020

Item Type: Regular Agenda

Subject: Lime Softener 1 Modifications

Recommendation:

POA 14-53: Approve Specific Authorization No. GT 20-05 with Globaltech, Inc. (Globaltech), of Boca Raton, Florida, for the Lime Softener 1 Modification in an amount not to exceed $749,357.69. This Specific Authorization shall commence upon written Notice to Proceed and end upon final completion and written acceptance by FPUA, contingent on receiving required Certificate(s) of Insurance.

Reviewed By Attorney: NA (FPUA Standard Contract)

Funds Available From: ___ No Funds Needed X Budgeted ___ Contingency

Approvals:

System Director:	HUTCHINSON, BOWDOIN G.	Apr 15 2020 10:33AM
Director of Finance:	MIKA, BARBARA A.	Apr 15 2020 10:49AM
Director of Utilities:	TOMPECK, JOHN K.	Apr 15 2020 4:18PM

Fort Pierce Utilities Authority

Memorandum

TO: John K. Tompeck, P.E., Director of Utilities

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

FROM: Brian Keith Stephens, Wr Superintendent

DATE: April 15, 2020

SUBJECT: **Lime Softener 1 Modifications**

RECOMMENDATION:

POA 14-53: Approve Specific Authorization No. GT 20-05 with Globaltech, Inc. (Globaltech), of Boca Raton, Florida, for the Lime Softener 1 Modification in an amount not to exceed $749,357.69. This Specific Authorization shall commence upon written Notice to Proceed and end upon final completion and written acceptance by FPUA, contingent on receiving required Certificate(s) of Insurance.

SUMMARY/SUPPORTING INFORMATION

The WTP Lime Softener Unit No. 1 is in need of safety modifications and rehabilitation to ensure a safer working environment and provide reliability and redundancy to maintain FPUA's Florida Department of Environmental Protection (FDEP) permitted firm capacity. The safety modifications will relocate existing chemical lines from overhead locations to a maintenance accessible trench area on their path to the softener, as previously completed on Unit No. 2. Reliability will be provided by maintaining a redundant system for treatment of surficial well water, and softener maintenance cycling between Unit No. 1 and Unit No. 2. This project was budgeted for $340,000,000 in FY 2020 and $410,000 in FY 2021. Staff is requesting approval of a not to exceed amount of $750,000.

ALTERNATIVES (IF ANY):

Do Not Approve. This is not recommended due to the critical nature of this equipment in providing reliable water service to the residents of the City of Fort Pierce and redundancy to meet FDEP's firm capacity requirements.

ATTACHMENTS:

Specific Authorization GT-20-05

SPECIFIC AUTHORIZATION

NO. GT-20-05

Pursuant to the provisions contained in the "Continuing Contract for Design-Build Services" dated November 18, 2014 (Contract) between Fort Pierce Utilities Authority (FPUA) and Globaltech, Inc. (Firm), this Specific Authorization authorizes Firm to provide services under the terms and conditions set forth herein and in the Contract, which is incorporated herein by reference as though set forth in full.

FPUA desires engineering and/or design-build services related to Lime Softener 1 Modifications, hereinafter referred to as the "Specific Project."

Section 1 – Terms

Firm shall be defined as an individual, corporation, or contractor 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 this Specific Authorization with FPUA.

Section 2 – Scope of Work

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

Replace the existing simplex recirculation pump station with a new duplex recirculation pump station similar in size and configuration to the Softener 2 Recirculation Pump Station. The new Softener 1 Recirculation Pump Station (RPS) may need to be moved up to 30 feet from the location of the existing RPS. The RPS suction piping will be connected to the Softener 1 outlet box through a new concrete core with a maximum 4-inch ductile iron pipe secured with a link-seal. The suction side of the RPS will also be connected to the RPZ-protected plant water system, to provide a backup in the event the RPS is out of service. The new RPS design will also include a new electrical feeder, disconnect and combination starters as well as grounding and lightning protection. FPUA will be responsible for supplying and installing the electrical equipment and performing the PLC programming.

Install a below-grade concrete pipe trench with FRP standard duty C250 (rated 25 ton) covers, similar to that installed at Softener 2, from the lime building to Softener 1. Remove the existing steel trapeze hangars and relocate the chemical lines into the new pipe trench. Install new pipe supports at the Lime Building and at Softener 1 to support the piping (including the electrical conduits). The piping will exit the Lime Building at the existing elevation and extend out about 2 feet before it turns down into the trench. The

pipe supports will be stabilized via attachments to Softener 1 and the Lime Building, respectively.

Install the new piping in the pipe trench. The existing piping just outside the Lime Building and the vertical piping at Softener 1 will remain. FPUA will be responsible for relocating the electrical conduit underground.

The new pipe trench will conflict with the stair support posts. Two of the aluminum stair support posts will be removed and replaced with an aluminum support system that will not conflict with the pipe trench or block the walkway.

Replace the two steel outlet launders with 316 stainless steel outlet launders from the circular launder through the exterior concrete wall. Repair the concrete wall after installation of the launders.

Repair rusted steel with new or similar inside materials inside the softener tank. These tank steel repairs include:

- Turn the top angles of the radial troughs flat to reduce rust areas that are inaccessible to maintenance.
- Remove and replace deteriorated steel plate (up to 10 square feet).
- Remove and replace deteriorated steel angle (up to 100 linear feet).
- Install a 316 SST plate between the radial troughs and the 316 SST wall brackets (15).
- Supply and install four (4) 316 SST impeller flow rate bands.

The softener steel internals will be recoated. This work shall include the following tasks:

- Mobilize and setup containment tent structure, preventing any abrasive blasting materials or contaminants from coming in contact with ground surfaces and preventing overspray from coming in contact with adjacent structures and surfaces.
- Pressure Wash all interior submerged steel surfaces, at a minimum 3500 psi, removing any dirt, oil, grease, and other foreign contaminants from the substrate.
- Spot abrasive blast interior submerged steel surfaces removing any loose and unsound coatings, rust, and corrosion from the substrate. It is estimated that up to 20% of the interior surfaces will require a complete removal per SSPC SP-10 standards and achieving a surface profile equal to 2 mils.
- Abrasive sweep blast all remaining interior submerged steel surfaces, per SSPC SP-7, achieving a surface profile equal to 2 mils. It is estimated that up to 80% of interior surfaces will receive this blast cleaning.
- Perform a wash down rinse to remove all vapor blasting slurry materials from the substrate prior to coatings application.

- Apply a prime coat of Tnemec Series 20HS Pota-Pox, at 4-6 mils DFT, to all exposed bare steel surfaces, not to exceed 20% of total surface area, per manufacturer recommendation.
- Apply an intermediate coat of Tnemec Series 20HS Pota-Pox, at 4-6 mils DFT, to all exposed bare steel surfaces, not to exceed 20% of total surface area, per manufacturer recommendation.
- Apply a full coat of Tnemec Series 20HS Pota-Pox, at 4-6 mils DFT, to all interior surfaces of submerged steel surfaces, per manufacturer recommendation.

The new pumps and piping will be painted with a Sherwin Williams Macropoxy 646 primer followed by two coats of a Sherwin Williams Sher-Cryl HPA topcoat

Task 1 – Engineering Services

Engineering services will be provided to design and select the equipment. Specific services include the following:

1. Coordinate/meet with FPUA to review the project scope.
2. Enlist the services of an electrical engineer and a structural engineer.
3. Prepare a preliminary design. Submit five (5) half-size (11" x 17") sets of drawings and related equipment cut-sheets to FPUA for review.
4. Meet with FPUA to discuss the review comments. Construction may begin after receipt of the Preliminary Design comments.
5. Prepare final design drawings. Submit five (5) half-size (11" x 17") sets of drawings and related equipment cut-sheets to FPUA
6. Attend progress and coordination meetings.
7. Order equipment and prepare equipment submittals.
8. Prepare detailed construction schedule to include: design, mobilization, equipment/material delivery times and construction activities.
9. Oversee and inspect construction for conformance with the design requirements.
10. Submit two (2) full-size (24" x 36") sets of Record Drawings. One set shall be on Mylar and the other set shall be a signed and sealed version on vellum paper. Five (5) sets of half-size Record Drawings and a disc with CAD and PDF files of the Record Drawings shall also be submitted.
11. Start-up and testing of equipment.
12. Submit four (4) sets of Operating and Maintenance Manuals.

Task 2 - Construction of Improvements

Firm shall install/provide the following work:

1. Mobilize to the site.
2. Replace the existing simplex RPS with a new duplex RPS.

3. Core the Softener 1 outlet box and run feed and return piping to the new RPS. Connect the RPS suction piping to the plant water system.
4. Demolish the existing piping and conduit trapeze hangers.
5. Install a new cast-in-place pipe trench with Fibrelite covers. Install a valved drain in the trench to allow the trench contents to be drained to the lime building manhole.
6. Relocate the chemical piping to inside the trench. The plant water line may be direct buried. Install pipe supports at Lime Building and Softener 1.
7. Repair sidewalk and asphalt.
8. Replace the two steel outlet launders with 316 SST outlet launders similar is configuration to the existing.
9. Repair the Softener 1 exterior wall at the outlet launders penetrations.
10. Paint the new pumps and piping.
11. Start-up new equipment.
12. Cleanup area. Sod disturbed areas.
13. Demobilize.

Assumptions

Assumptions for the project are as follows:

- FPUA is responsible for draining and removing the solids from the softener as well as removing any lime deposits from the tank internals.
- FPUA is responsible for all new electrical equipment and construction and the PLC programming.
- No permits will be required for this work. Work is considered repair/maintenance of existing equipment and there will be no change in treatment or increase in treatment capacity.
- There is a $20,000 Allowance in this project. This allowance will be used for unforeseen conditions, in particular any steel repair work beyond the amounts listed above.
- Painting shall be limited to just the areas listed above.
- All the work will be done during normal working hours Monday-Friday 8:00- 5:00 pm.

Section 3 – Location

The services to be performed by Firm shall be on the following site or sites: Henry A Gahn Water Treatment Plant, 715 South 25th Street, Fort Pierce, FL.

Section 4 – Project Reference

FPUA desires Firm to perform the services that shall be referred to as the Lime Softener 1 Modifications.

Section 5 – Deliverables

Firm will provide the following Deliverables to FPUA:

- Preliminary and Final Design.
- New construction as described above.
- Record Drawings and Operation & Maintenance Manuals.

Section 6 – Time of Performance

This Specific Authorization shall commence upon written Notice to Proceed. Firm and FPUA agree to the following schedule:

Task	Time Elapsed to Subtask Completion (Calendar Days)
Notice to Proceed (NTP)	0 Days
Preliminary Design	60 Days
Final Completion	270 Days

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: $749,357.69 (seven hundred forty-nine thousand three hundred fifty-seven dollars and sixty-nine cents).

This includes a total project allowance of $20,000.00 on the terms contained in Firm's said 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 Authorization.

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 Keith Stephens 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:

- Submit applications to regulatory agencies as needed
- Pay for any required permit fees

8.3 Firm acknowledges and understands that it is an independent contractor in its relationship with FPUA. Firm hereby designates David Schuman, 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

Firm shall commence upon Notice to Proceed and end on 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.

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:

GLOBALTECH, INC.

BY: _____
Signature/Officer of Firm (Manual)

Troy L. Lyn
Name (Typed or Printed)

TITLE: Vice-President of Globaltech, Inc.

ATTEST:

_____
Secretary
(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

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

FPUA COMMUNITY PROUD

BOARD SUBMISSION FORM

Department: 21 - Finance

Board Meeting Date: 04/21/2020

Item: X **Regular Agenda** _____ **Consent Agenda**

Subject: January 2020 Financial Operating Results

Recommendation:

For information only.

Reviewed By Attorney: ____ Yes X No

Funds Available From: X No Funds Needed ____ Budgeted

Approvals:

System Director: Barbara A. Mika

Director of Financial Services: N/A

Director of Utilities: Jack M. Tompkins

Fort Pierce Utilities Authority

Memorandum

To:	John K. Tompeck, P.E., Director of Utilities
From:	Barbara A. Mika, CGFO, Director of Financial Services
Date:	April 15, 2020
Subject:	January 2020 Financial Operating Results

RECOMMENDATION:
For information only

SUMMARY/SUPPORTING INFORMATION:
Attached for your review is the Financial Summary for the month ended January 31, 2020, and the four months then ended. Also attached are statistical schedules detailing unit sales.

January Combined Operating Revenues decreased $245,000 in FY 2020 in comparison to the same period last year. This decline was mainly due to the pass through of reductions in purchased power costs to customers, combined with a decrease in residential sales. Unit sales decreased for Electric and Gas by 1.3% and 0.1% respectively. Included in the overall Gas Unit Sales decrease are the Gas Contract Unit Sales, which experienced a 0.4% decrease from January of 2019. Water unit sales increased by 0.3%. Wastewater units billed decreased 1.9%, when compared to January of last year.

January Combined Operating Expenses increased $362,000 overall, as compared to the same period last year. Increases in General & Administrative and Plant Operations expenses of $414,000 and $148,000 respectively were offset by a decrease in purchases for resale of $240,000.

FPUA had ***Year-To-Date Operating Income*** of $2,447,000, a decrease of $1,121,000 compared to last year's figure of $3,568,000. This decrease was the result of across the board increases in operating expenses. They included General and Administrative of $451,000, Plant and Field Operations of $412,000, and Depreciation of $154,000.

ALTERNATIVES (IF ANY):
None

ATTACHMENTS:
Financial Summary
Statistics

Fort Pierce Utilities Authority
FINANCIAL SUMMARY
Four Months Ended
January 31, 2020 - Unaudited
(Dollars in Thousands)

	Electric	Water	Gas	Wastewater	FPUAnet	MOEC	FY 2020 Combined	FY 2019 Combined
CURRENT MONTH								
Operating Revenues	$4,679	$1,472	$393	$1,098	$31	$35	$7,708	$7,953
Operating Expenses	(4,562)	(1,510)	(373)	(998)	(47)	(44)	(7,534)	(7,172)
Operating Income (Loss)	117	(38)	20	100	(16)	(9)	174	781
Distribution to City	-	-	-	-	-	-	-	-
Other Non-Operating Revenues (Expenses)	(59)	(81)	(4)	(29)	-	-	(173)	(190)
Capital Contributions	8	24	1	15	-	-	48	49
Capacity Reductions	-	-	-	-	-	-	-	-
Extraordinary Income (Expense)	-	-	-	-	-	-	-	-
CHANGE IN NET POSITION	66	(95)	17	86	(16)	(9)	49	640
Distribution Adjustment	(339)	(89)	(23)	(70)	(2)	-	(523)	(511)
Adj. Change in Net Position	($273)	($184)	($6)	$16	($18)	($9)	($474)	$129
YEAR TO DATE								
Operating Revenues	$19,441	$5,905	$1,530	$4,350	$124	$110	$31,460	$32,741
Operating Expenses	(18,036)	(5,497)	(1,413)	(3,751)	(154)	(162)	(29,013)	(29,173)
Operating Income (Loss)	1,405	408	117	599	(30)	(52)	2,447	3,568
Distribution to City	-	-	-	-	-	-	-	-
Other Non-Operating Revenues (Expenses)	(241)	(323)	16	(115)	-	7	(656)	(750)
Capital Contributions	30	287	2	42	-	-	361	201
Capacity Reductions	-	-	-	-	-	-	-	-
Extraordinary Income (Expense)	-	-	-	-	-	-	-	-
CHANGE IN NET POSITION	1,194	372	135	526	(30)	(45)	2,152	3,019
Distribution Adjustment	(1,357)	(354)	(92)	(278)	(9)	(1)	(2,092)	(2,042)
Adj. Change in Net Position	($163)	$18	$43	$248	($39)	($46)	$60	$977

DEBT SERVICE COVERAGE

For the Twelve Months Ended January 31, 2020	2.72 x
For the Twelve Months Ended September 30, 2019	2.85x

Fort Pierce Utilities Authority
ELECTRIC STATISTICS
January 2020
(In Megawatt Hours)

	Current Month		4 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
POWER PURCHASED FROM FMPA						
All-Requirements Project	30,827	30,468	141,871	139,846	476,041	469,717
St. Lucie Nuclear	10,032	10,041	33,714	37,731	100,018	103,862
TOTAL POWER PURCHASED	40,859	40,509	175,585	177,577	576,059	573,579
MEGAWATT HOURS SOLD						
Residential	15,269	16,070	74,398	79,547	241,205	237,822
General Service	22,180	21,841	97,117	101,513	307,895	305,924
Traffic Signals	67	67	268	268	803	802
Public Street & Highway Lighting	268	268	1,072	1,072	3,216	3,148
Rental Lights	460	497	1,860	1,998	5,841	6,147
TOTAL MEGAWATT HOURS SOLD	38,244	38,743	174,715	184,398	558,960	553,843
Non-Revenue Electric Departments	60	57	246	251	754	748
TOTAL MWH ACCOUNTED FOR	38,304	38,800	174,961	184,649	559,714	554,591
MWH not accounted for					16,345	18,988
Percent not accounted for					2.84%	3.31%
Gross Peak Demand (60 min. integrated)	91	80	93	103	113	112

SERVICES BILLED			% Change
Residential - Inside City	19,625	19,484	0.7%
Residential - Outside City	3,944	3,857	2.3%
General Service - Inside City	4,299	4,286	0.3%
General Service - Outside City	859	846	1.5%
TOTAL	28,727	28,473	0.9%
Above services do not include:			
Rental Light Services	4,873	4,835	

Fort Pierce Utilities Authority
NATURAL GAS STATISTICS
January 2020
(In CCF's)

	Current Month		4 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
GAS PURCHASED FOR RESALE						
Purchases for Non-Contract Customers	281,751	303,994	1,042,036	1,025,918	2,890,479	2,757,497
Purchases for Contract Customers	158,090	160,590	559,070	572,770	1,690,790	1,650,320
TOTAL INPUT TO SYSTEM	439,841	464,584	1,601,106	1,598,688	4,581,269	4,407,817
CCFS SOLD						
Residential	41,425	45,271	142,852	145,676	427,546	430,194
General Service	218,458	214,654	809,857	741,122	2,607,040	2,197,213
Heat Only	125	178	207	244	551	822
Contract Sales						
Commercial	84,410	76,830	318,190	310,830	979,140	927,230
Industrial	39,440	47,460	216,420	219,250	714,150	702,110
TOTAL CCFS SOLD	383,858	384,393	1,487,526	1,417,122	4,728,427	4,257,569
CCF's not accounted for					(147,158)	150,248
Percent not accounted for					-3.21%	3.41%

SERVICES BILLED			% Change
Residential	3,588	3,585	0.1%
General Service	494	487	1.4%
Heat Only	28	25	12.0%
TOTAL	4,110	4,097	0.3%

Fort Pierce Utilities Authority
WATER STATISTICS
January 2020
(In Thousands of Gallons)

	Current Month		4 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
WATER AVAILABLE FOR SALE						
Raw Water Treated	283,450	271,591	1,072,500	1,050,929	3,174,865	3,305,700
Water from Distribution System	5,035	6,342	26,201	19,885	90,700	77,430
Less RO Plant Concentrate	(16,928)	(12,424)	(52,902)	(45,239)	(161,922)	(174,388)
Less Used in Plant	(1,674)	(1,674)	(6,642)	(6,642)	(19,710)	(27,921)
Water from or (left-in) Storage	(69)	(46)	(94)	(23)	(72)	(209)
FINISHED WATER FROM PLANT	269,814	263,789	1,039,063	1,018,910	3,083,861	3,180,612
Purchased for Resale (Interconnects)	-	-	-	-	2,813	-
TOTAL WATER AVAILABLE FOR SALE	269,814	263,789	1,039,063	1,018,910	3,086,674	3,180,612
GALLONS SOLD						
Residential - Inside City	55,886	58,036	219,922	228,645	678,303	683,646
Residential - Outside City	18,308	17,450	67,140	67,523	206,929	200,774
General Service - Inside City	71,186	75,821	292,052	317,225	952,055	968,648
General Service - Outside City	45,422	43,372	173,740	171,017	521,936	478,808
Sales for Resale	30,968	26,500	121,926	102,116	363,306	315,949
TOTAL GALLONS SOLD	221,770	221,179	874,780	886,526	2,722,529	2,647,825
System Use	12,339	21,304	61,041	80,972	260,692	266,855
TOTAL GALLONS ACCOUNTED FOR	234,109	242,483	935,821	967,498	2,983,221	2,914,680
Gallons not accounted for					103,453	265,932
Percent not accounted for					3.35%	8.36%
Average Daily Usage	8,704	8,509	8,447	8,282	8,723	8,723
Highest Daily Usage	9,061	9,425	10,008	9,425	11,196	11,196
SERVICES BILLED			% Change			
Residential - Inside City	13,074	12,922	1.2%			
Residential - Outside City	4,350	4,128	5.4%			
General Service - Inside City	3,011	3,001	0.3%			
General Service - Outside City	643	612	5.1%			
TOTAL	21,078	20,663	2.0%			
Above services include:						
Irrigation	415	404				
Unmetered Fire Protection	425	409				
TOTAL	840	813				

Fort Pierce Utilities Authority
WASTEWATER STATISTICS
January 2020
(In Thousands of Gallons)

	Current Month		4 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
GALLONS BILLED						
Residential - Inside City	47,543	49,428	189,422	194,801	581,021	582,607
Residential - Outside City	4,613	4,497	16,031	16,005	49,694	48,140
General Service - Inside City	57,170	59,121	225,383	235,959	708,201	716,020
General Service - Outside City	10,663	11,133	41,817	42,825	129,566	125,766
SLC Bulk	8,695	6,249	39,063	19,624	107,037	60,067
Leachate Disposal	784	1,517	2,207	3,215	10,361	8,684
TOTAL GALLONS BILLED	129,468	131,945	513,923	512,429	1,585,880	1,541,284

WASTEWATER TREATED			% Change
(In Millions of Gallons per Day)			
Average Daily Flow	5.05	4.89	3.3%
Peak Flow	5.36	6.50	-17.5%

SERVICES BILLED			
Residential - Inside City	11,557	11,430	1.1%
Residential - Outside City	1,370	1,242	10.3%
General Service - Inside City	2,379	2,380	0.0%
General Service - Outside City	236	235	0.4%
TOTAL	15,542	15,287	1.7%

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

FPUA COMMUNITY PROUD

BOARD SUBMISSION FORM

Department: 21 – Department of Finance

Board Meeting Date: 3/21/2020

Item: X **Regular Agenda** _____ **Consent Agenda**

Subject: Bill Comparisons for the Month of February 2019

Recommendation:

For information only.

Reviewed By Attorney: ____ Yes X No

Funds Available From: X No Funds Needed ____ Budgeted

Approvals:

System Director: Barbara A. Mika

Director of Financial Services: N/A

Director of Utilities: Jack M. Tompkins

Fort Pierce Utilities Authority

Memorandum

To:	John K. Tompeck, P.E., Director of Utilities
From:	Barbara A. Mika, CGFO, Director of Financial Services
Date:	April 15, 2020
Subject:	**Bill Comparisons for the Month of February 2020**

RECOMMENDATION:

For information only.

SUMMARY/SUPPORTING INFORMATION:

Please find the following included in this package:

- Tabular comparison of Florida residential electric rates – current month
- Tabular comparison of Florida residential electric bills – prior vs. current month
- Graphical comparison of Florida residential electric bills for 1,000 kWh – current month
- Graphical comparison of Florida residential electric bills for 2,500 kWh – current month
- Tabular comparison of Treasure Coast electric, water and wastewater bill data combined and current month details
- Utility Bill Tax explanation

Sources:

- Florida residential electric bill data was compiled by the Florida Municipal Electric Association (FMEA).
- Rates, Customer charges, Franchise charges, Gross receipts and Utility taxes for each entity are based on historical and actual bills.

ALTERNATIVES:

None – for information only.

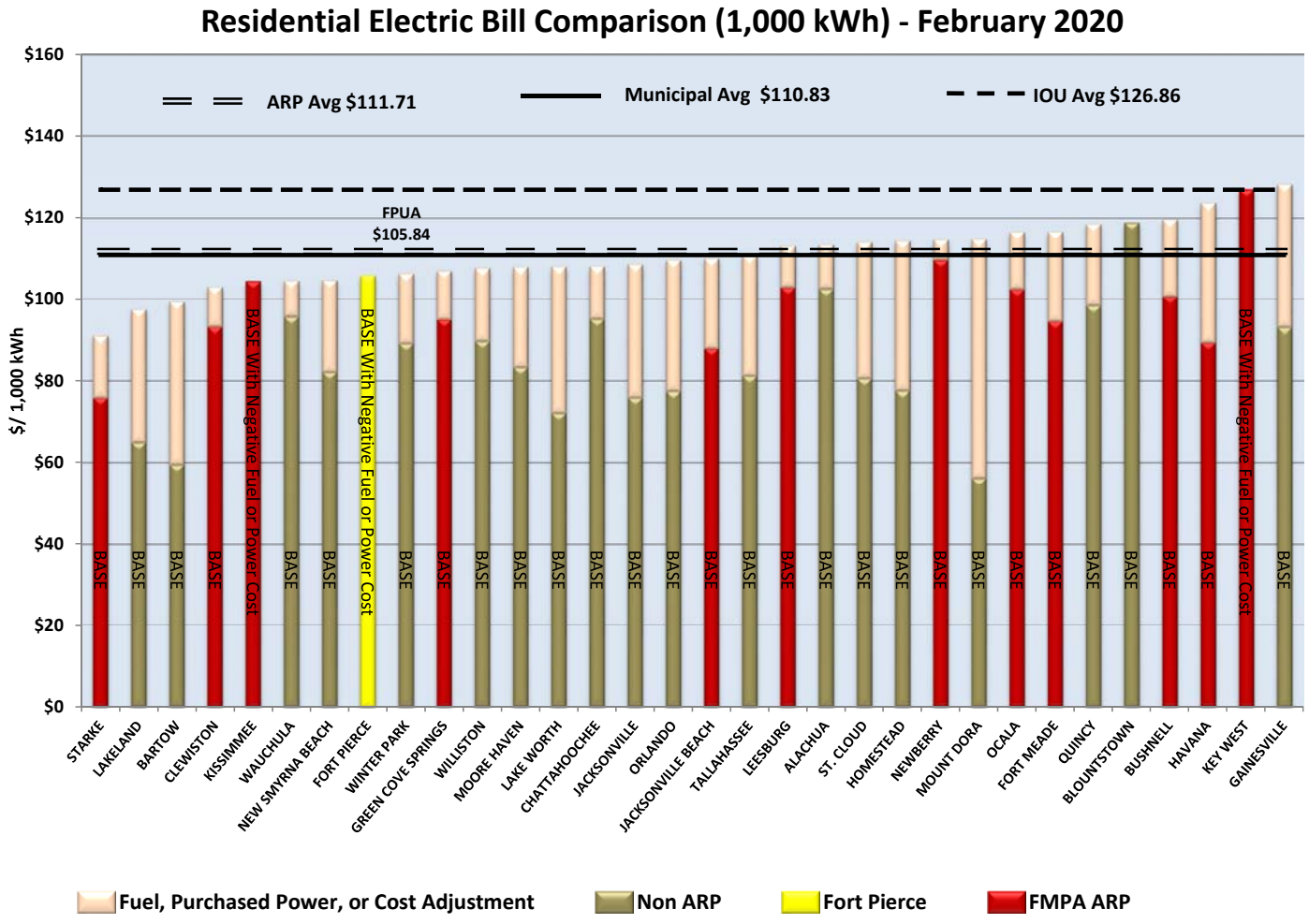
COMPARISON OF RESIDENTIAL ELECTRIC RATES COMPILED BY FLORIDA MUNICIPAL ELECTRIC ASSOCIATION, INC. - TALLAHASSEE, FLORIDA

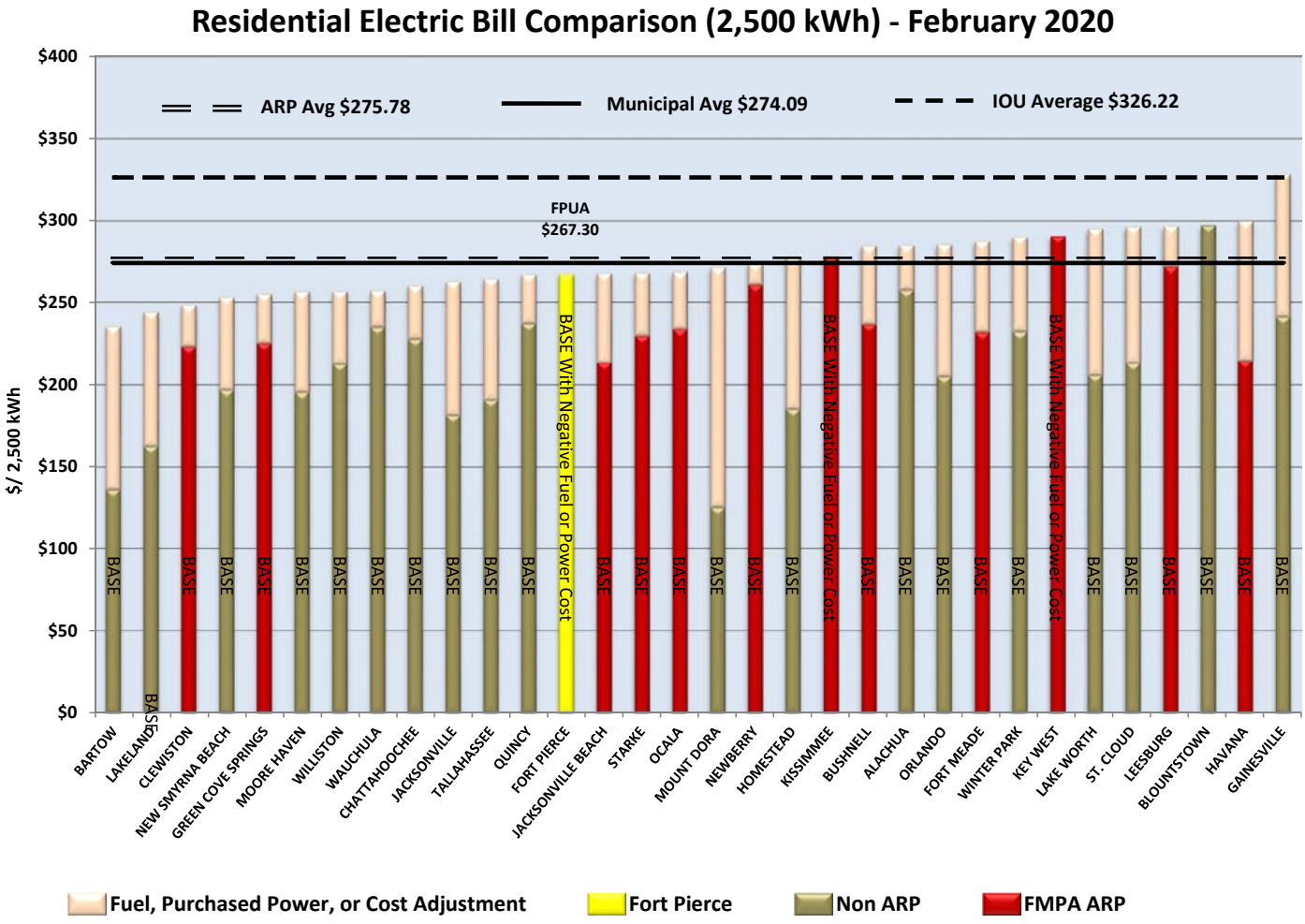
February 2020			***1,000 KWH***			***	***1,200 KWH***			***	***2,500 KWH***			***	
CITY		Customer Charge	Base Rate (Includes Customer Charge)	Fuel or Cost Adjustment	Total	Total with franchise or transfer fee and storm hardening fee	Base Rate (Includes Customer Charge)	Fuel or Cost Adjustment	Total	Total with franchise or transfer fee and storm hardening fee	Base Rate (Includes Customer Charge)	Fuel or Cost Adjustment	Total	Total with franchise or transfer fee and storm hardening fee	Additional Tax
ALACHUA		9.14	102.54	10.75	113.29		123.12	12.90	136.02		257.80	26.88	284.68		10%
BARTOW		8.70	59.40	40.00	99.40		69.54	48.00	117.54		135.45	100.00	235.45		10%
BLOUNTSTOWN		3.50	118.85	0.00	118.85		142.62	0.00	142.62		297.13	0.00	297.13		5%
BUSHNELL		10.00	100.65	19.00	119.65		118.78	22.80	141.58		236.63	47.50	284.13		10%
CHATTAHOOCHEE		6.50	95.10	12.97	108.07		112.82	15.57	128.39		228.00	32.43	260.43		NONE
CLEWISTON		6.50	93.20	9.92	103.12		110.54	11.90	122.44		223.50	24.80	248.30		10%
FORT MEADE		12.96	94.56	22.00	116.56		112.88	26.40	139.28		231.96	55.00	286.96		10%
FORT PIERCE		6.01	116.84	-11.00	105.84		140.56	-13.20	127.36		294.80	-27.50	267.30		10%
GAINESVILLE	G	15.00	93.13	35.00	128.13		112.88	42.00	154.88		241.19	87.50	328.69		10%
GREEN COVE SPRINGS		12.00	95.00	12.00	107.00		112.40	14.40	126.80		225.50	30.00	255.50		NONE
HAVANA		6.00	89.50	34.05	123.55		106.20	40.86	147.06		214.75	85.13	299.88		NONE
HOMESTEAD	G	5.60	77.60	36.63	114.23		92.00	43.96	135.96		185.60	91.58	277.18		10%
JACKSONVILLE	G	5.50	76.00	32.50	108.50		90.10	39.00	129.10		181.75	81.25	263.00		10%
JACKSONVILLE BEACH		4.50	88.07	21.84	109.91		104.78	26.21	130.99		213.43	54.60	268.03		NONE
KEY WEST	G	18.00	143.90	-16.96	126.94		169.08	-20.35	148.73		332.75	-42.40	290.35		NONE
KISSIMMEE	G	10.17	133.27	-39.88	93.39	104.45	173.07	-47.86	125.21	138.48	349.55	-99.70	249.85	277.50	8%
LAKE WORTH	G	10.53	72.21	35.78	107.99		90.01	42.93	132.94		205.71	89.45	295.16		10%
LAKELAND	G	11.00	64.77	32.75	97.52		76.96	39.30	116.26		162.32	81.88	244.20		10%
LEESBURG		12.20	102.94	10.00	112.94		125.45	12.00	137.45		271.76	25.00	296.76		10%
MOORE HAVEN		8.50	83.30	24.60	107.90		98.26	29.52	127.78		195.50	61.50	257.00		10%
MOUNT DORA		10.17	55.98	58.65	114.63		65.14	70.38	135.52		124.70	146.63	271.32		10%
NEW SMYRNA BEACH	G	5.65	82.10	22.68	104.78		97.39	27.22	124.61		196.77	56.70	253.47		9.25%
NEWBERRY		8.50	109.50	5.00	114.50		129.70	6.00	135.70		261.00	12.50	273.50		10%
OCALA		15.00	102.51	14.00	116.51		120.01	16.80	136.81		233.78	35.00	268.78		10%
ORLANDO	G	12.50	77.48	32.02	109.50		94.48	38.42	132.90		204.95	80.05	285.00		10%
QUINCY		6.00	98.41	20.10	118.51		116.89	14.52	131.41		237.03	30.25	267.28		10%
ST. CLOUD	G	13.00	80.58	33.30	113.88		98.26	39.96	138.22		213.15	83.25	296.40		8%
STARKE		N/A	75.95	15.27	91.22		96.00	18.32	114.32		230.02	38.18	268.20		10%
TALLAHASSEE	G	7.92	81.20	29.39	110.59		95.86	35.27	131.13		191.12	73.48	264.60		10%
WAUCHULA		12.75	95.65	9.00	104.65		114.23	10.80	125.03		235.00	22.50	257.50		10%
WILLISTON		8.00	89.84	17.80	107.64		106.21	21.36	127.57		212.60	44.50	257.10		5%
WINTER PARK		16.98	83.22	17.08	100.30	106.32	100.90	22.50	123.40	130.80	215.82	57.71	273.53	289.94	APPL
FL POWER & LIGHT *	G	8.28	74.67	18.97	93.64	99.26	90.06	24.76	114.82	121.71	190.09	62.43	252.52	267.67	APPL
GULF POWER *	G	19.20	104.30	32.62	136.92	145.14	121.32	39.14	160.46	170.09	231.95	81.55	313.5	332.31	TAXES
DUKE ENERGY*	G	10.52	90.22	30.67	120.89	128.14	109.50	38.80	148.31	157.21	234.84	91.68	326.51	346.10	ADD
TAMPA ELECTRIC**	G	15.05	67.76	27.02	99.64	105.62	80.30	34.42	120.55	127.78	161.83	82.55	256.53	271.92	FEES
FLORIDA PUBLIC UTILITIES-NE*	G	23.35	57.58	74.59	133.49	141.50	68.59	92.01	162.18	171.91	140.19	205.23	348.72	369.64	TAXES
FLORIDA PUBLIC UTILITIES-NW*	G	23.35	57.58	74.59	133.49	141.50	68.59	92.01	162.18	171.91	140.19	205.23	348.72	369.64	TAXES

*Rates for municipal utilties INCLUDE payment-in-lieu of tax to the city's general fund. Rates for investor-owned utilities DO NOT INCLUDE franchise fee payments, which average 6% across Florida. G = Generating utility. **Total includes conservation, capacity, environmental, refund credit (if applicable). ***Total include 6% franchise fee for IOUs and storm hardening fee. For municipal utilities, total include actual transfer payment.

FMEA Residential Electric Rate Report
1,000 kWh
January 2020 vs February 2020

CITY		January	February	INCREASE (DECREASE)
FMPA ARP CITIES:				
BUSHNELL	City	119.65	119.65	-
CLEWISTON	City	103.61	103.12	(0.49)
FORT MEADE	City	117.56	116.56	(1.00)
FORT PIERCE	Utility	106.84	105.84	(1.00)
GREEN COVE SPRINGS	City	107.00	107.00	-
HAVANA	City	105.70	123.55	17.85
JACKSONVILLE BEACH	City	109.91	109.91	-
KEY WEST	Utility	126.94	126.94	-
KISSIMMEE	Utility	104.13	104.45	0.32
LEESBURG	City	112.94	112.94	-
NEWBERRY	City	112.00	114.50	2.50
OCALA	City	116.51	116.51	-
STARKE	City	110.70	91.22	(19.48)
NON-ARP CITIES:				
ALACHUA	City	113.29	113.29	-
BARTOW	City	99.40	99.40	-
BLOUNTSTOWN	City	118.85	118.85	-
CHATTAHOOCHEE	City	113.86	108.07	(5.79)
GAINESVILLE	City	131.63	128.13	(3.50)
HOMESTEAD	City	114.23	114.23	-
JACKSONVILLE	Utility	108.50	108.50	-
LAKE WORTH	City	107.99	107.99	-
LAKELAND	City	97.52	97.52	-
MOORE HAVEN	City	104.50	107.90	3.40
MOUNT DORA	City	114.63	114.63	-
NEW SMYRNA BEACH	Utility	104.78	104.78	-
ORLANDO	Utility	109.50	109.50	-
QUINCY	City	118.51	118.51	-
ST. CLOUD	City	113.88	113.88	-
TALLAHASSEE	City	110.59	110.59	-
WAUCHULA	City	104.65	104.65	-
WILLISTON	City	98.64	107.64	9.00
WINTER PARK	City	106.32	106.32	-
INVESTOR-OWNED:				
FL POWER & LIGHT *		93.64	93.64	-
GULF POWER *		136.92	136.92	-
DUKE ENERGY*		120.89	120.89	-
TAMPA ELECTRIC**		99.64	99.64	-
FLORIDA PUBLIC UTILITIES-NE*		133.49	133.49	-
FLORIDA PUBLIC UTILITIES-NW*		133.49	133.49	-


Residential Electric Bill Comparison (1,000 kWh) - February 2020
$/ 1,000 kWh
$160
$140
$120
$100
$80
$60
$40
$20
$0
ARP Avg $111.71
Municipal Avg $110.83
IOU Avg $126.86
FPUA
$105.84
BASE
BASE With Negative Fuel or Power Cost
STARKE
LAKELAND
BARTOW
CLEWISTON
KISSIMMEE
WAUCHULA
NEW SMYRNA BEACH
FORT PIERCE
WINTER PARK
GREEN COVE SPRINGS
WILLISTON
MOORE HAVEN
LAKE WORTH
CHATTAHOOCHEE
JACKSONVILLE
ORLANDO
JACKSONVILLE BEACH
TALLAHASSEE
LEESBURG
ALACHUA
ST. CLOUD
HOMESTEAD
NEWBERRY
MOUNT DORA
OCALA
FORT MEADE
QUINCY
BLOUNTSTOWN
BUSHNELL
HAVANA
KEY WEST
GAINESVILLE
Fuel, Purchased Power, or Cost Adjustment
Non ARP
Fort Pierce
FMPA ARP


Residential Electric Bill Comparison (2,500 kWh) - February 2020
$400
$350
$300
$250
$200
$150
$100
$50
$0
$/ 2,500 kWh
ARP Avg $275.78
Municipal Avg $274.09
IOU Average $326.22
FPUA
$267.30
BASE
BASE With Negative Fuel or Power Cost
BARTOW
LAKELAND
CLEWISTON
NEW SMYRNA BEACH
GREEN COVE SPRINGS
MOORE HAVEN
WILLISTON
WAUCHULA
CHATTAHOOCHEE
JACKSONVILLE
TALLAHASSEE
QUINCY
FORT PIERCE
JACKSONVILLE BEACH
STARKE
OCALA
MOUNT DORA
NEWBERRY
HOMESTEAD
KISSIMMEE
BUSHNELL
ALACHUA
ORLANDO
FORT MEADE
WINTER PARK
KEY WEST
LAKE WORTH
ST. CLOUD
LEESBURG
BLOUNTSTOWN
HAVANA
GAINESVILLE
Fuel, Purchased Power, or Cost Adjustment
Fort Pierce
Non ARP
FMPA ARP

Treasure Coast Utility Bill Comparison
February 2020

Utility	Consumption	Total Utility Bill *					
		Fort Pierce	Fort Pierce**	Port St. Lucie***	St. Lucie County***	Vero Beach***	Martin County***
Electric	1,000 kWh	$113.40	$104.46	$111.09	$100.95	$110.79	$101.85
Water	6,000 gallons	$39.89	$39.89	$38.64	$49.11	$22.58	$31.17
Wastewater	6,000 gallons	$49.66	$49.66	$64.34	$70.23	$41.43	$45.03
Totals		**$202.95**	**$194.00**	**$214.07**	**$220.29**	**$174.80**	**$178.05**

* Total utility bill amounts include all taxes, fees and charges and have been verified to actual or historical utility bills for homes with average electric, water and sewer usage.

** Utility Bill for approximately 1200 customers who reside inside city limits and have electric service provided by FPL.

*** Electric service in this comparison is provided by FPL.

SLC Utilities and Martin County Utility customers pay no utility tax or fees.

Fort Pierce / Port St. Lucie / St. Lucie County / Vero Beach / Martin County
Utility Services, Taxes and Fees Comparison

February 2020		FORT PIERCE		FORT PIERCE FPL		PORT ST. LUCIE		ST. LUCIE COUNTY		VERO BEACH		MARTIN COUNTY	
Customer charge			$ 6.01		$ 8.28		$ 8.28		$ 8.28		$ 8.28		$ 8.28
Fuel:	First 1,000kWh	$ (0.01100)	(11.00)	$0.01897	$ 18.97	$0.01897	$ 18.97	$0.01897	$ 18.97	$0.01897	18.97	$0.01897	$ 18.97
	Over 1000 kWh at			$0.02897	$ -	$0.02897	$ -	$0.02897	$ -	$0.02897		$0.02897	$ -
Non-fuel:	Tier 1	$ 0.10822	$ 81.17	$0.06639	66.39	$0.06639	66.39	$0.06639	66.39	$0.06639	66.39	$0.06639	66.39
	Tier 2	$ 0.11864	29.66	$0.07694	-	$0.07694	-	$0.07694	-	$0.07694	-	$0.07694	-
Electric service amount			105.84		93.64		93.64		93.64		93.64		93.64
Storm charge			-	-	-	-	-	-	-		-	-	-
Gross receipts tax			2.71		2.40		2.40		2.41		2.40		2.40
Franchise charge			-	-	-	0.0628	6.03	0.0510	4.90	0.0600	5.76	0.0605	5.81
Utility tax			4.85		8.42		9.02		-		8.99		-
ELECTRIC TOTAL			**$ 113.40**		**$ 104.46**		**$ 111.09**		**$ 100.95**		**$ 110.79**		**$ 101.85**
Customer charge			$ 14.30		$ 14.30		$ 9.77		$ 21.02		$ 13.60		$ 17.61
Water usage:													
	Tier 1	$ 3.66	$ 10.98	$ 3.66	$ 10.98	$ 4.58	$ 22.90	$ 3.77	$ 18.85	$ 0.83	$ 4.15	$ 2.26	$ 13.56
	Tier 2	$ 3.66	$ 10.98	$ 3.66	10.98	$ 5.97	5.97	$ 6.64	6.64	$ 2.78	$ 2.78		
Surcharge/Billing charge			-		-	0.0%	-		2.60	$ 5.56	$ -		-
Utility tax		10.0%	3.63	10.0%	3.63	$19.98000			-	10.0%	2.05		-
WATER TOTAL			**$ 39.89**		**$ 39.89**		**$ 38.64**		**$ 49.11**		**$ 22.58**		**$ 31.17**
Customer charge			$ 15.76		$ 15.76		$ 16.88		$ 25.05		$ 19.89		$ 18.27
Wastewater gallons billed:		$ 5.65	33.90	$ 5.65	33.90	$ 7.91	47.46	$ 7.53	45.18	$ 7.53	21.54	$ 4.46	26.76
Surcharge/Billing Charge			-		-		-		-		-		-
Franchise charge			-		-		-		-	0.0%	-		-
WASTEWATER TOTAL			**$ 49.66**		**$ 49.66**		**$ 64.34**		**$ 70.23**		**$ 41.43**		**$ 45.03**
			$ 202.95		**$ 194.00**		**$ 214.07**		**$ 220.29**		**$ 174.80**		**$ 178.05**

Non-Fuel Tiers (Electric):						
Tier 1	0 - 750kWh	0 - 1,000kWh	0 - 1,000kWh	0 - 1,000kWh	0 - 1,000kWh	0 - 1,000kWh
Tier 2	> 750kWh	> 1,000kWh	> 1,000kWh	> 1,000kWh	> 1,000kWh	> 1,000kWh
Water Usage Tiers:						
Tier 1 (Gallons)	1,000-3,000	1,000-3,000	0-5,000	0-5,000	0-5,000	0-10,000
Teir 2 (Gallons)	4,000-10000	4,000-10000	5,001-12,000	5,001-10,000	5,001-15,000	

UTILITY BILL TAX EXPLANATION

Fort Pierce Utilities Authority does not charge a separate franchise fee to customers inside city limits, however a distribution of 6% on the revenues billed are paid to the city each year. The 6% distribution is built into the base rate for all services billed.

Gross Receipts Tax is a tax imposed on gross receipts from the sale, delivery, or transportation of natural gas, manufactured gas, or electricity to a retail consumer in Florida. Gross receipts tax is customarily recovered from the consumer and is paid to the Florida Department of Revenue by all utilities distributing natural gas or electric services as payments are applied to customers' accounts.

Gross receipts is calculated on the Total Electric Service amount which includes Customer Charge, Fuel Charge (Power Cost Adjustment or PCA), Non-fuel charges (Consumption) and the Storm Charge. Fort Pierce Utilities Authority and Vero Beach Utilities do not have a Storm Charge.

Municipal Public Service Tax is locally imposed and administered by municipalities and charter counties under Chapter 166, Florida Statutes. This tax is charged on the customers' bill on the sale of electricity and water. The base for the **10%** tax varies by utility as follows:

- **FPUA** – bills this tax as "City Utility Tax Electric" to customers inside city limits; base consists of the Customer Charge + Non-Fuel (inclusive of the related Gross Receipts Tax), less the Utility Tax Exemption ($71.35).
- **FPL** – bills this tax as "Utility Tax" to customers inside city limits; base consists of the Customer Charge + Non-Fuel + Storm Charge + .00739/ kWh, the related Gross Receipts Tax, plus the Franchise fee.
- **Vero Beach Utilities** – bills this tax as "Utility Tax" on water usage to customers inside city limits at a rate of 10%.

Franchise Charge is a contractual charge with municipalities and county governments for the right to service electric customers in that territory. It is calculated differently depending upon the agreement between the service provider and the governing agency.

- **FPUA** – charges Franchise Fees outside of the city limits to customers in St Lucie Village and St. Lucie County. The base for calculating franchise fees consists of Total Electric Service, 10% Surcharge and Gross Receipts recovery.
    - St Lucie County franchise fees are 5%.
    - St. Lucie Village franchise fees are 8%.
- **FPL** – bills **Port St. Lucie** customers a "Franchise Charge"– calculated at 6.0% of Total Electric Service, Storm Charges and Gross Receipts Tax. Fees collected are paid to the city of Port St Lucie.
- **FPL** bills **Vero Beach Utilities** customers a "Franchise Charge" – 6.0% of Total Electric Service, Storm Charges and Gross Receipts Tax. Fees collected are paid to the city of Vero Beach.
- **FPL** bills **St. Lucie County** customers a "Franchise Charge" – 5.0% of Total Electric Service, Storm Charges and Gross Receipts Tax. Fees collected are paid to St. Lucie County.
- **FPL** bills **Martin County** customers a "Franchise Charge" – 6.1% of Total Electric Service, Storm Charges and Gross Receipts Tax. Fees collected are paid to Martin County.

BOARD SUBMISSION FORM

Fort Pierce Utilities Authority
"Committed to Quality"
206 South Sixth Street (34950)
PO Box 3191 | Fort Pierce, FL 34948-3191
Phone: 772.466.1600

Department: 21 – Finance

Board Meeting Date: 4/21/2020

Item: X Regular Agenda ____ Consent Agenda

Subject: Status report on Electric Power Cost Adjustment (PCA) for March 2020

Recommendation:

For Information Only.

Reviewed By Attorney: ____ Yes X No

Funds Available From: X No Funds Needed ____ Budgeted

Approvals:

System Director: Barbara A. Mika

Director of Financial Services: N/A

Director of Utilities: Jack M. Tompkins

Fort Pierce Utilities Authority

Memorandum

To: John K. Tompeck, P.E., Director of Utilities

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

Date: April 21, 2020

Subject: **Status report on Electric Power Cost Adjustment (PCA) for March 2020**

RECOMMENDATION:

For information only

SUMMARY/SUPPORTING INFORMATION:

Since the current and future cost of purchased power is always changing, this item is being brought to the Board to inform them of March's preliminary results and projections of FPUA's power costs through March 31, 2021. 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.

No change in the Power Cost Adjustment (PCA) is recommended at this time, which would leave it at -$11 per 1,000kWh, effective February 1, 2020, as approved by the Board on January 21, 2020. This recommendation is based on the projections of FPUA's power costs for FY 2020 and FY 2021, prepared by Raftelis Financial Consultants (Raftelis), which in turn are based on projections prepared by Florida Municipal Power Agency (FMPA).

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 March was billed to FPUA at the rate of $68.50 for 1,000kWh, a decrease of $2.67 as compared to February. The under-recovery from the customer for the month of March totaled $302,289. The cumulative over-recovery was $4,252,639 of March 31, 2020.

Also attached is a table of FMPA All-Requirements all-in rate projections vs. actual billings. Projections for the month of March 2020 over the prior 11 months at the 50% confidence level were an average of 9.1% more than the actual rate billed.

Since February's forecast, FMPA's estimate of the price of purchased power for the upcoming 12 months increased 3.8%. Considering this projection, in combination with the recent reductions in the cumulative over-recovery from FPUA's customers, no change to the Power Cost Adjustment (PCA) is recommended at this time.

Due to the fluctuations in the cost of purchased power, staff will continue to monitor and present to the Board actual and projected costs and sales levels and recommend changes only when necessary.

ALTERNATIVES (IF ANY):

Approve a change 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 PCA Management Strategy
Power Cost Projections through March 31, 2021, prepared by Raftelis
PCA Recovery Scenarios for Discussion

Fort Pierce Utilities Authority

Power Costs Paid and Recovered

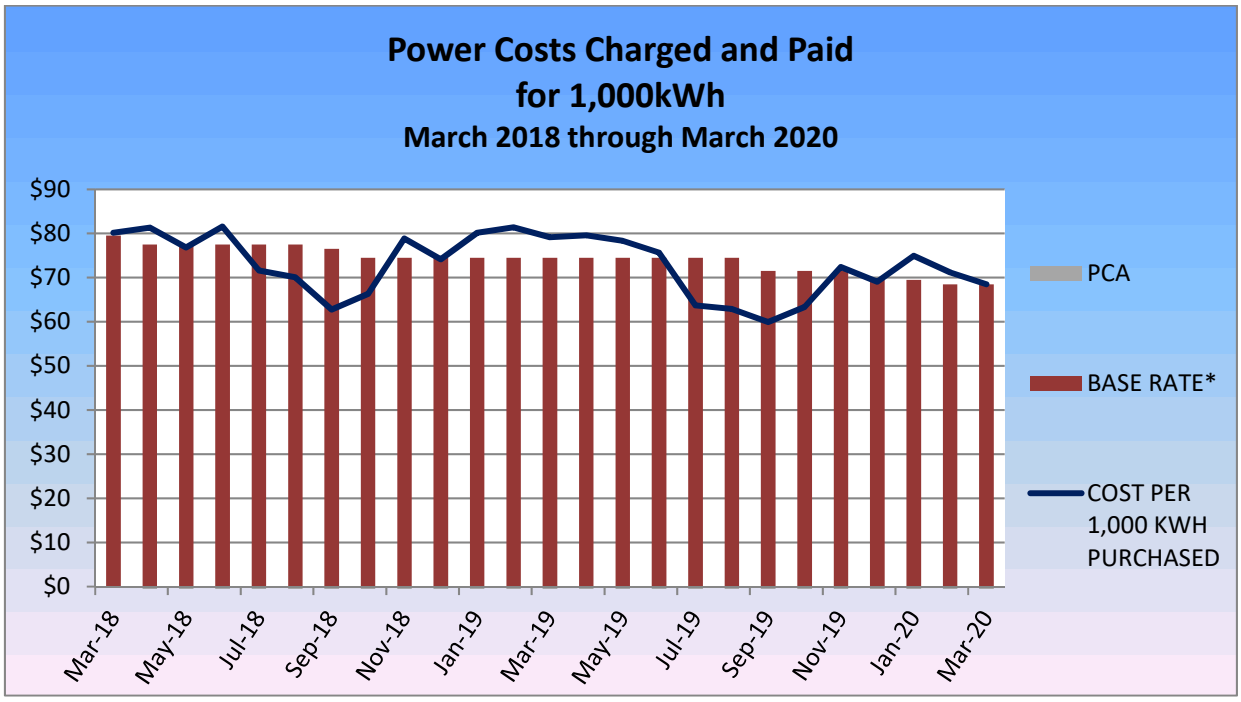
24 Months Ended March 31, 2020

	PCA PER 1,000 KWH	POWER COST PAID PER MONTH	CUSTOMER RECOVERY PER MONTH*	MONTHLY OVER (SHORT)	CUMULATIVE OVER (SHORT)
March 2018	$0.00				$4,861,185
April 2018	-$2.00	$3,542,142	$3,147,626	($394,516)	$4,466,669
May 2018	-$2.00	$3,631,232	$3,252,325	($378,907)	$4,087,763
June 2018	-$2.00	$4,296,458	$3,765,094	($531,364)	$3,556,399
July 2018	-$2.00	$4,137,325	$4,093,123	($44,203)	$3,512,196
August 2018	-$2.00	$4,101,157	$4,052,770	($48,388)	$3,463,808
September 2018	-$3.00	$3,539,868	$4,367,113	$827,245	$4,291,053
October 2018	-$5.00	$3,553,086	$4,369,753	$816,667	$5,107,721
November 2018	-$5.00	$3,413,688	$3,338,075	($75,613)	$5,032,108
December 2018	-$5.00	$2,985,302	$3,161,136	$175,834	$5,207,941
January 2019	-$5.00	$3,246,913	$2,891,481	($355,432)	$4,852,510
February 2019	-$5.00	$3,118,833	$2,761,480	($357,353)	$4,495,157
March 2019	-$5.00	$3,265,282	$3,029,982	($235,299)	$4,259,857
April 2019	-$5.00	$3,595,800	$2,844,341	($751,459)	$3,508,398
May 2019	-$5.00	$4,111,730	$3,341,203	($770,527)	$2,737,871
June 2019	-$5.00	$4,146,787	$4,174,969	$28,181	$2,766,053
July 2019	-$5.00	$3,686,034	$4,397,768	$711,734	$3,477,787
August 2019	-$5.00	$3,570,491	$3,676,062	$105,571	$3,583,358
September 2019	-$8.00	$3,229,587	$4,267,731	$1,038,144	$4,621,502
October 2019	-$8.00	$3,409,064	$3,556,885	$147,821	$4,769,323
November 2019	-$8.00	$2,968,411	$3,402,312	$433,901	$5,203,224
December 2019	-$10.00	$2,760,377	$2,736,092	($24,284)	$5,178,940
January 2020	-$10.00	$3,062,587	$2,663,034	($399,553)	$4,779,387
February 2020	-$11.00	$2,831,236	$2,606,777	($224,459)	$4,554,928
** **March 2020**	-$11.00	$3,182,073	$2,879,784	($302,289)	$4,252,639

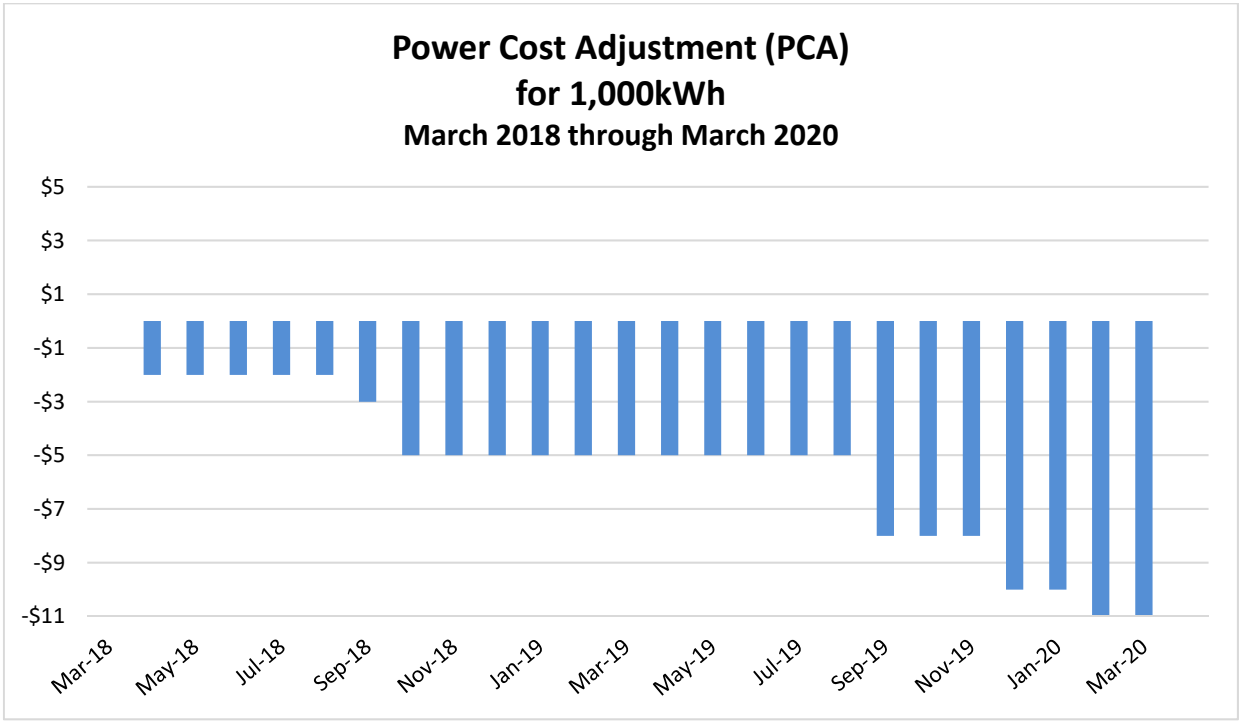
* The customer recovery per month includes $79.522 per 1,000 kWh included in the base rate plus or minus the power cost adjustment (PCA).

** 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 March was billed to FPUA at the rate of $68.50 for 1,000kWh, a decrease of $2.67 as compared to February. FPUA recovered $68.52 for the same time period.



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



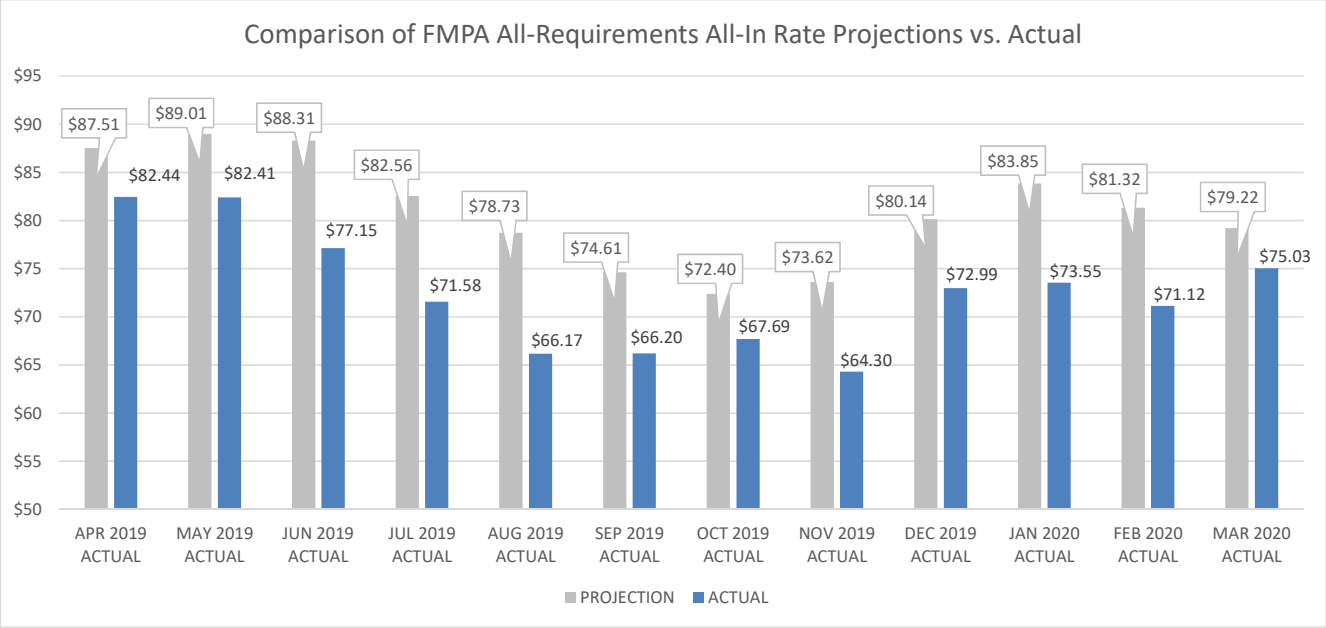
FMPA ALL-REQUIREMENTS ALL-IN RATE PROJECTIONS VS. ACTUAL - 60% LOAD FACTOR

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.

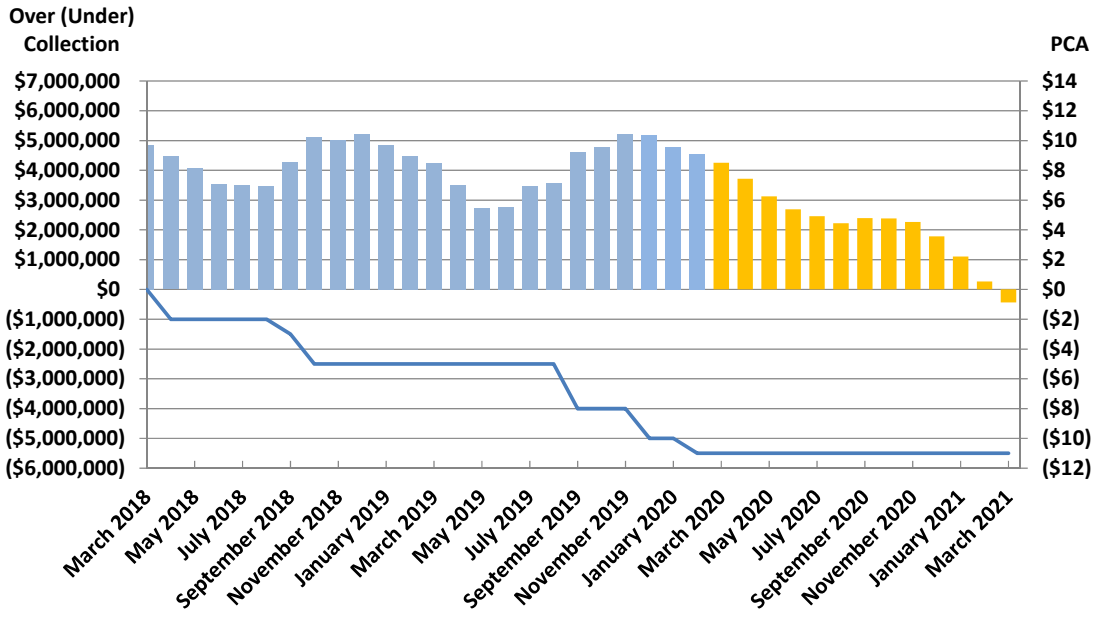
		PROJECTIONS											ACTUAL
		DATE PROJECTED											
		APR 2019	MAY 2019	JUN 2019	JUL 2019	AUG 2019	SEP 2019	OCT 2019	NOV 2019	DEC 2019	JAN 2020	FEB 2020	MAR 2020	
BILLING MONTH	APR 2019	$ 82.44												$ 82.44
	MAY 2019	$ 82.85	$ 82.41											$ 82.41
	JUN 2019	$ 81.93	$ 79.54	$ 77.13										$ 77.15
	JUL 2019	$ 80.99	$ 77.67	$ 75.39	$ 71.58									$ 71.58
	AUG 2019	$ 78.29	$ 75.19	$ 73.51	$ 68.22	$ 66.17								$ 66.17
	SEP 2019	$ 73.94	$ 71.28	$ 69.83	$ 65.33	$ 71.47	$ 66.20							$ 66.20
	OCT 2019	$ 71.44	$ 69.28	$ 68.16	$ 64.62	$ 64.89	$ 62.54	$ 67.69						$ 67.69
	NOV 2019	$ 72.78	$ 70.97	$ 69.57	$ 67.18	$ 67.33	$ 65.85	$ 68.69	$ 64.30					$ 64.30
	DEC 2019	$ 78.63	$ 77.20	$ 72.99	$ 73.14	$ 73.69	$ 72.53	$ 74.23	$ 66.79	$ 72.99				$ 72.99
	JAN 2020	$ 81.10	$ 80.15	$ 74.10	$ 76.11	$ 76.12	$ 75.27	$ 76.81	$ 70.78	$ 74.80	$ 73.55			$ 73.55
	FEB 2020	$ 79.61	$ 79.26	$ 74.15	$ 75.57	$ 75.28	$ 74.67	$ 76.17	$ 71.12	$ 73.07	$ 74.20	$ 71.12		$ 71.12
	MAR 2020	$ 79.22	$ 79.64	$ 78.31	$ 76.00	$ 78.69	$ 78.27	$ 79.17	$ 74.80	$ 76.10	$ 75.87	$ 77.72	$ 75.03	$ 75.03

		ACTUAL RATE UNDER (OVER) PROJECTION											
		DATE PROJECTED											
		APR 2019	MAY 2019	JUN 2019	JUL 2019	AUG 2019	SEP 2019	OCT 2019	NOV 2019	DEC 2019	JAN 2020	FEB 2020	MAR 2020
BILLING MONTH	APR 2019	$ -											
	MAY 2019	$ 0.44	$ -										
	JUN 2019	$ 4.78	$ 2.39	$ (0.02)									
	JUL 2019	$ 9.41	$ 6.09	$ 3.81	$ -								
	AUG 2019	$ 12.12	$ 9.02	$ 7.34	$ 2.05	$ -							
	SEP 2019	$ 7.74	$ 5.08	$ 3.63	$ (0.87)	$ 5.27	$ -						
	OCT 2019	$ 3.75	$ 1.59	$ 0.47	$ (3.07)	$ (2.80)	$ (5.15)	$ -					
	NOV 2019	$ 8.48	$ 6.67	$ 5.27	$ 2.88	$ 3.03	$ 1.55	$ 4.39	$ -				
	DEC 2019	$ 5.64	$ 4.21	$ -	$ 0.15	$ 0.70	$ (0.46)	$ 1.24	$ (6.20)	$ -			
	JAN 2020	$ 7.55	$ 6.60	$ 0.55	$ 2.56	$ 2.57	$ 1.72	$ 3.26	$ (2.77)	$ 1.25	$ -		
	FEB 2020	$ 8.49	$ 8.14	$ 3.03	$ 4.45	$ 4.16	$ 3.55	$ 5.05	$ -	$ 1.95	$ 3.08	$ -	
	MAR 2020	$ 4.19	$ 4.61	$ 3.28	$ 0.97	$ 3.66	$ 3.24	$ 4.14	$ (0.23)	$ 1.07	$ 0.84	$ 2.69	$ -

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 July 2018, the June 2019 rates were projected to be $88.31; actual rates were $77.15. 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. Please note that the projections presented below, on average, are 12% higher than the actuals.

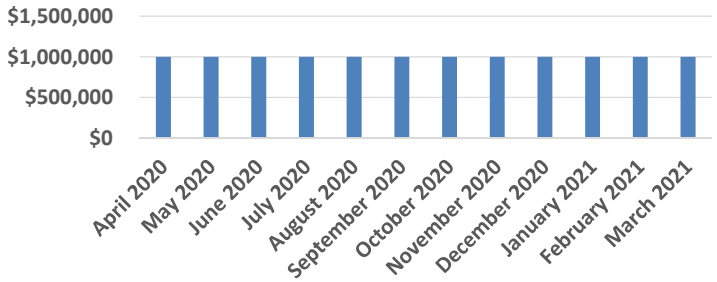


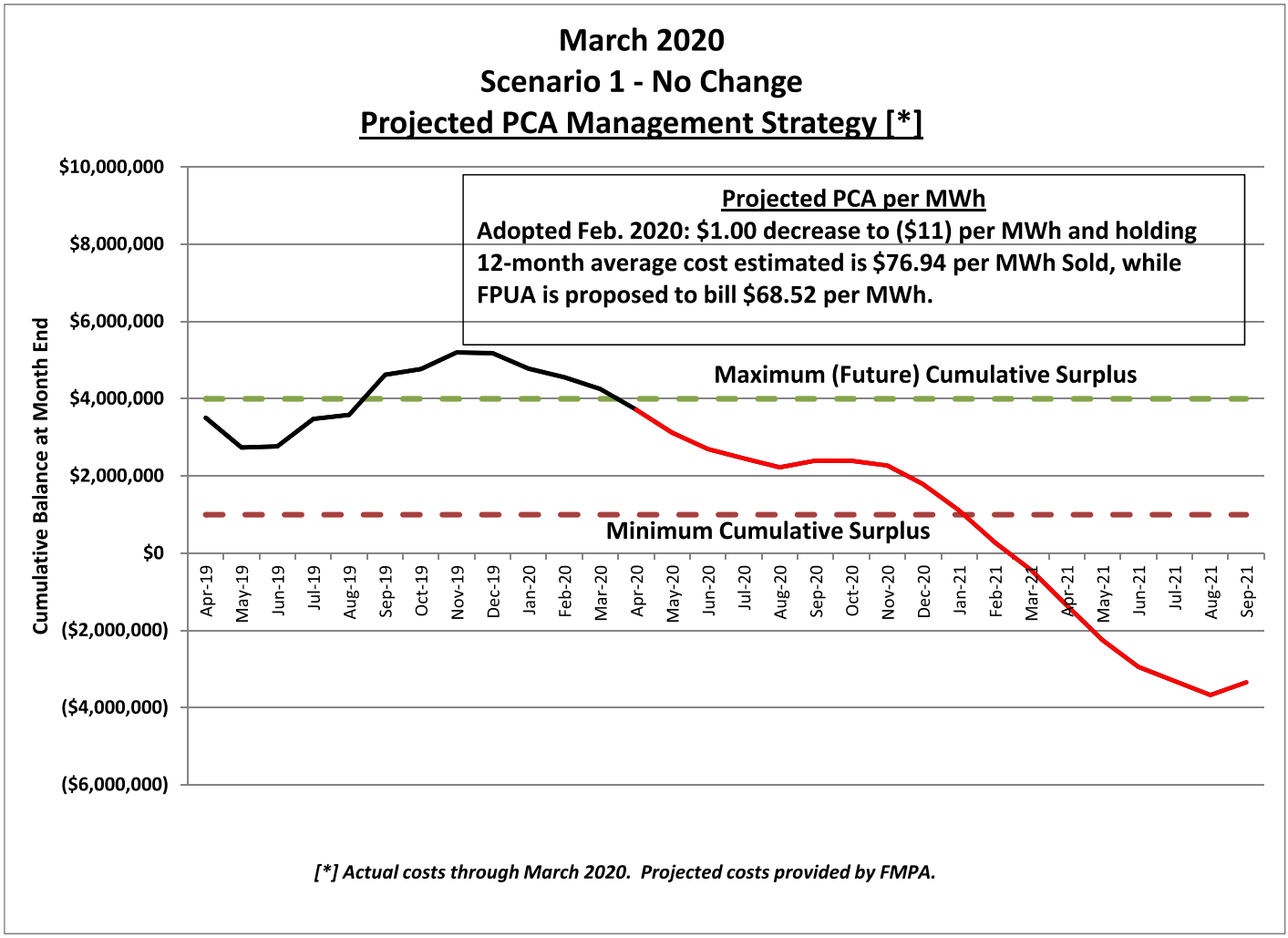
Power Cost Adjustment and Over (Under) Recovery



ACTUAL AMOUNTS	PROJECTIONS at 50% CONFIDENCE LEVEL

Rate Stabilization Fund available



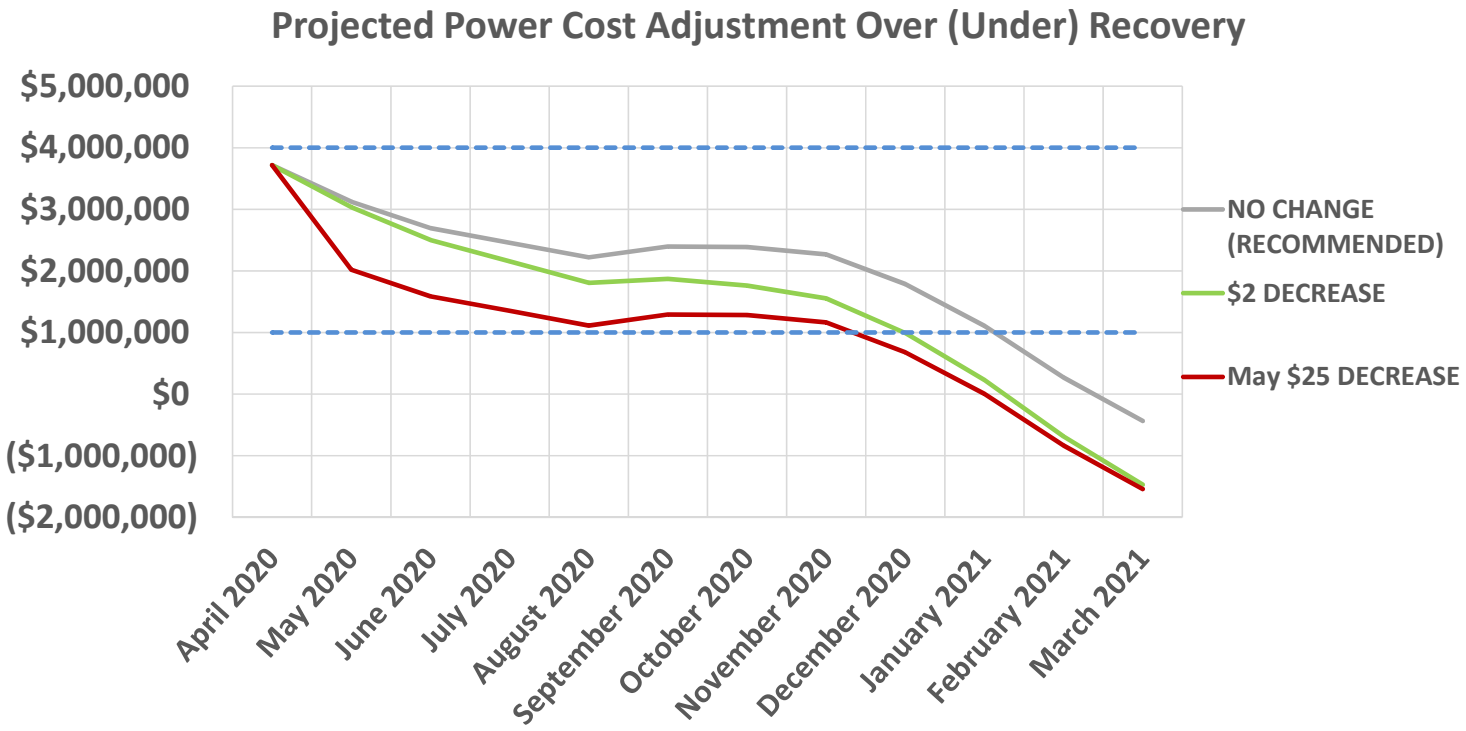


[*] Actual costs through March 2020. Projected costs provided by FMPA.

TABLE 1
FPUA - ELECTRIC PCA ANALYSIS
FOR THE 12-MONTH PERIOD ENDING MARCH 31, 2021

	Apr-20 [1]	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	TOTAL
BEG BAL PER GL 05-2-000-25315-0000 DR (CR)	($4,252,638.79)	($3,716,445.43)	($3,123,058.64)	($2,692,598.57)	($2,457,440.71)	($2,219,413.54)	($2,396,728.84)	($2,388,971.66)	($2,268,936.45)	($1,785,345.93)	($1,108,460.99)	($269,921.46)	($4,252,638.79)
COSTS OF PURCHASED POWER: [2]													
TOTAL COSTS	$3,267,899	$3,610,309	$3,942,878	$3,994,872	$3,990,246	$3,667,712	$3,514,386	$3,073,437	$3,227,142	$3,555,348	$3,409,907	$3,462,409	$42,716,544
PLUS LOAD RETENTION CREDITS	10,464	12,219	13,240	14,225	14,475	13,189	11,867	9,528	9,637	9,755	8,887	10,432	137,919
NET METERING	0	0	0	0	0	0	0	0	0	0	0	0	0
AMOUNT ALLOCABLE	$3,278,363	$3,622,528	$3,956,119	$4,009,097	$4,004,721	$3,680,901	$3,526,253	$3,082,965	$3,236,779	$3,565,103	$3,418,794	$3,472,841	$42,854,463
TOTAL PROJECTED PURCHASES (KWH) [3]	44,503,540	50,674,551	53,756,953	57,359,469	58,191,339	53,585,947	49,499,952	41,381,689	42,066,258	42,460,409	38,603,782	42,142,915	574,226,804
AVE COST PER KWH PURCHASED	0.073665	0.071486	0.073593	0.069894	0.068820	0.068692	0.071237	0.074501	0.076945	0.083963	0.088561	0.082406	0.074630
AVE COST PER KWH PURCHASED CUMULATIVE		0.072505	0.072898	0.072063	0.071349	0.070901	0.070947	0.071306	0.071832	0.072876	0.074014	0.074630	0.074630
TOTAL PROJECTED SALES (KWH) [3]	40,018,824	44,206,842	51,452,941	55,076,315	54,970,569	56,306,236	51,348,406	43,240,564	40,179,623	42,150,235	37,655,855	40,393,590	557,000,000
AVE COST PER KWH SOLD	0.081921	0.081945	0.076888	0.072792	0.072852	0.065373	0.068673	0.071298	0.080558	0.084581	0.090791	0.085975	0.076938
AVE COST PER KWH SOLD CUMULATIVE		0.081933	0.080020	0.077933	0.076796	0.074667	0.073796	0.073524	0.074171	0.075087	0.076231	0.076938	
BASE POWER COST	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522
BASE RECOVERY	$3,182,376.92	$3,515,416.46	$4,091,640.79	$4,379,778.75	$4,371,369.61	$4,477,584.51	$4,083,327.95	$3,438,576.13	$3,195,163.95	$3,351,871.01	$2,994,468.89	$3,212,179.03	$44,293,754.00
ADOPTED / PROJECTED PCA FACTOR	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.011000)
PCA RECOVERY	($440,207.06)	($486,275.26)	($565,982.35)	($605,839.47)	($604,676.26)	($619,368.60)	($564,832.47)	($475,646.20)	($441,975.85)	($463,652.59)	($414,214.40)	($444,329.48)	($6,126,999.99)
TOTAL EST POWER COST RECOVERED FROM SALES	$2,742,169.86	$3,029,141.20	$3,525,658.44	$3,773,939.28	$3,766,693.35	$3,858,215.91	$3,518,495.48	$2,962,929.93	$2,753,188.10	$2,888,218.42	$2,580,254.49	$2,767,849.55	$38,166,754.01
PCA ADJUSTMENT UNDER (OVER) RECOVERY - PER MONTH	$536,193.37	$593,386.79	$430,460.07	$235,157.86	$238,027.17	($177,315.30)	$7,757.18	$120,035.21	$483,590.52	$676,884.94	$838,539.53	$704,991.63	$4,687,708.96
OTHER ADJUSTMENTS	0	0	0	0	0	0	0	0	0	0	0	0	0
ENDING BAL DR (CR)	($3,716,445.43)	($3,123,058.64)	($2,692,598.57)	($2,457,440.71)	($2,219,413.54)	($2,396,728.84)	($2,388,971.66)	($2,268,936.45)	($1,785,345.93)	($1,108,460.99)	($269,921.46)	$435,070.17	$435,070.17

NOTES:
[1] Beginning PCA Balance based on actual results as of March 31, 2020.
[2] Projected costs based on updated information provided by FMPA as of March 31, 2020.
[3] Projected purchases and sales of energy based on actual, historical results. Purchases reflect the amount of demand in each month shown, while sales amounts in each month are based upon when the customer bills were rendered. On average, total sales for the 12-months are estimated to be approximately 97% of total purchases, which would result in an average line loss of 3%.


Projected Power Cost Adjustment Over (Under) Recovery
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$0
($1,000,000)
($2,000,000)
April 2020
May 2020
June 2020
July 2020
August 2020
September 2020
October 2020
November 2020
December 2020
January 2021
February 2021
March 2021
NO CHANGE (RECOMMENDED)
$2 DECREASE
May $25 DECREASE

Fort Pierce Utilities Authority

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

Board Submission Form

4/8/2020

Department: 31 - Dir. of Utility Support Svcs

Board Meeting Date: 04/21/2020

Item Type: Regular Agenda

Subject: Resolution No. UA 2020-05 Contribution In Aid Installment Payment Program

Recommendation:

Adopt Resolution No. UA 2020-05, which establishes an installment payment program for Contribution In Aid charges for the expansion or reliability improvement of Water, Wastewater, Electric and Gas Systems.

Reviewed By Attorney:

Funds Available From: X No Funds Needed ___ Budgeted ___ Contingency

Approvals:

System Director:	CISNEROS, JAVIER	Mar 11 2020	4:28PM
Director of Finance:	MIKA, BARBARA A.	Mar 12 2020	1:52PM
Director of Utilities:	TOMPECK, JOHN K.	Mar 12 2020	8:14PM

Fort Pierce Utilities Authority

Memorandum

TO: John K. Tompeck, P.E., Director of Utilities

FROM: Javier Cisneros, P.E., Director of Utility Support Services

DATE: April 08, 2020

SUBJECT: **Resolution No. UA 2020-05 Contribution In Aid Installment Payment Program**

RECOMMENDATION:

Adopt Resolution No. UA 2020-05, which establishes an installment payment program for Contribution In Aid charges for the expansion or reliability improvement of Water, Wastewater, Electric and Gas Systems.

SUMMARY/SUPPORTING INFORMATION

This resolution establishes an installment payment program to encourage economic growth though expansion and reliability improvements for water, wastewater, electric and gas.

Currently, an expansion or reliability improvement project is funded by either FPUA or the property owners but not both. The only current program for sharing cost is through an the St. Lucie County's Municipal Benefit Services Unit (MSBU) program. This internal program provides an opportunity for both FPUA and the property owners to share in the cost for a system expansion or reliability improvement project.

This CIAC program provides two options for repayment: 12 months at 0% interest or 60 months at 6% interest. In the event the owner(s) default on the payment agreement, a lien will be recorded on the property for the remaining balance. This provision will protect FPUA and our customers from the associated risks. The maximum amount allowed for financing will be $50,000. The CIAC program will be available for commercial and residential projects for electric and gas but only residential for water and wastewater. The program will be limited each year to the budget constraints for any projects associated with contribution in aid.

ALTERNATIVES (IF ANY):

Lien Payment Agreement Form
Resolution No. UA 2020-05 CIA Installment Payment Program

Lien Payment Agreement

THIS INSTALLMENT PAYMENT AGREEMENT, _____day of _____, 20 _____, by and between _____, whose address is _____ hereinafter referred to as "Owner," and **FORT PIERCE UTILITIES AUTHORITY,** 206 South Sixth Street, Fort Pierce, FL 34950, hereinafter referred to as "FPUA."

RECITALS

WHEREAS, the Owner is the owner of that certain real property located at _____

_____

hereinafter referred to as "the Property," more particularly described as follows, to-wit:

_____

_____

; and

WHEREAS, the Owner owns a _____ FPUA's service territory and has applied to FPUA for _____ utility service(s) and

WHEREAS, the parties hereto represent and warrant to each other that this Agreement is valid and binding to each other.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. That the recitals stated herein are true and accurate and are part of this Agreement. Recording of this Agreement constitutes placing a lien on the above mentioned parcel.

Section 2. This Agreement is not available for developers of Residential projects on subdivided parcels or projects. Financing Capital Improvement Charges (CIC's) or Contribution In Aid of Construction (CIAC's) for Commercial projects will be limited to the maximum amount listed below. Capital costs, construction costs and other charges required for facilities to connect to FPUA's system are to be included in this Agreement only for single family Residential units owned by the Applicant.

Section 3. Down Payment. The Owner has made a Down Payment in the amount of _____ receipt of which is acknowledged by FPUA, toward the total of the applicable charges, as set forth in the Cost Estimate/Invoice Number _____ attached hereto as Attachment 1 and made a part of this Agreement.

Installment Terms

Owner	Interest Rate	Maximum Term	Down Payment	CIC or CIAC	Minimum Financed	Maximum Financed	Method of Payment
Residential Service	6.00%	60 Months	20%	CIAC	$500	None	AutoPay Manadatory
Residential Service	0.00%	12 Months	20%	CIAC	$500	None	AutoPay Mandatory
Residential Service	6.00%	36 Months	20% of All Capital Charges	CIC	None	None	AutoPay Mandatory
Residential Service	0.00%	12 Months	20% of All Capital Charges	CIC	None	None	AutoPay Mandatory
General Service*	6.00%	60 Months	10% of CIC with AutoPay Agreement 20% of CIC without AutoPay Agreement	CIC	None	$50,000 per Project**	AutoPay Recommended
General Service*	0.00%	12 Months	10% of CIC with AutoPay Agreement 20% of CIC without AutoPay Agreement	CIC	None	$50,000 per Project**	AutoPay Recommended
General Service*	6.00%	60 Months	20%	CIAC	$500	$50,000** per Project**	AutoPay Mandatory
General Service*	0.00%	12 Months	20%	CIAC	$500	$50,000 per Project**	AutoPay Mandatory

*General Service is defined as any installation serving a location not classified as Residential Service.
**FPUA staff will determine what constitutes a project.

Section 4. AGREEMENT TO MAKE INSTALLMENT PAYMENTS. For value received, the undersigned Owner jointly and severally promises to pay FPUA at 206 South 6th Street, Fort Pierce, FL 34950 or at such place as FPUA may designate in writing, the principal sum of _____ , payable as follows (check one):

☐ (a) Twelve (12) consecutive monthly payments of principal only, in the amount of _____ X 11 and in the amount of _____ X 1, for a total principal payment of _____;

☐ (b) Thirty-six (36) consecutive monthly payments including principal and interest at the rate of 6 percent per annum, in the amount of _____ X 35 and in the amount of _____X 1, for a total payment of principal and interest in the amount of _____.

☐ (c) Sixty (60) consecutive monthly payments including principal and interest at the rate of 6 percent per annum in the amount of _____ X 59 and in the in the amount of _____X 1, for a total payment payment of principal and interest in the amount of _____.

Section 5. ELECTRONIC FUNDS TRANSFER. All Residential and recommended Commercial AutoPay payments set forth in Section 4 above will be made by electronic funds transfer utilizing the Owner's designated bank account. The Owner agrees to complete the online AutoPay registration through www.fpua.com in order to implement this agreement. The Owner and FPUA further agree that the Installment Payment Agreement is contingent upon successful processing of the electronic funds transfer according to AutoPay.

Section 6. RESPONSIBLE PARTY. FPUA recognizes that the Owner may lease, rent or otherwise allow the occupation of the property by others who may request Utility Service from FPUA. FPUA shall not be considered a party to any agreement between the Owner and any present or future occupant who may request Utility Service from FPUA. The Owner shall remain responsible for the monthly CIC/CIAC payment, which may be billed separately from the occupant's utility bill. This Agreement shall not be transferable and payment is due in full upon sale of property.

Section 7. DEFAULT AND ACCELERATION. Nonpayment of any installment due under this Agreement will be considered a default, and if it is not corrected within ten (10) days, the account will be assessed a Late Payment Charge in accordance with FPUA's Service Charge Resolution in effect at such time the charge is applied. Overdue accounts shall also be charged the maximum rate of interest allowed by law on any overdue balance in addition to the Late Payment Charge. Furthermore, at the option of FPUA, the entire sum shall at once become due and payable, without notice. Failure of FPUA to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same or any subsequent default. In the event of default of any payment under this Agreement, the Owner shall pay all costs of collection, including attorney fees. FPUA may utilize a collection agency for the purpose of collecting the entire remaining balance. In default cases where the Owner is also the utility Customer, FPUA may elect to terminate Utility Services to the Customer/Owner. The CIA Installment Payment Agreement gives FPUA the right to place a lien on the Owner's property to secure payment of CIC/CIAC's and other financed charges in the event that other methods of collection are unsuccessful. In accordance with Chapter 20 of the City of Fort Pierce Code of Ordinances, FPUA shall be entitled to recover all costs and reasonable attorney's fees incurred in any lien action. No refunds of paid installments shall be due to the Owner.

Section 8. PREPAYMENT RIGHT. The Owner shall have the right to prepay, in whole or in part, the unpaid balance of the amount due under this Agreement, without prepayment penalty.

Section 9. ANNEXATION AGREEMENT WATER AND WASTEWATER ONLY. Unless previously executed, the Owner shall execute a standard Annexation Agreement providing that the property shall be annexed into the city limits of the City of Fort Pierce as soon as such annexation may legally occur. The Owner will be required to sign any and all necessary documents to effectuate the annexation by the City of Fort Pierce and shall agree that these documents shall be construed to satisfy the requirements of law or consent or approval of such annexation.

Section 10. PROOF OF OWNERSHIP. The Owner represents and warrants that he or she is the legal owner of the property. A copy of the deed conveying title to the Owner shall be provided to FPUA as proof of ownership.

Section 11. ADDITIONAL TERMS AND CONDITIONS.

11.1. The obligations and benefits under this Agreement shall extend to and shall inure to the benefit of the personal representative, heirs, successors and assigns of the respective parties to it.

11.2. No waiver of a breach of any of the covenants in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant.

11.3. The Owner shall promptly execute all necessary documents and comply with all statutes ordinances, rules, orders, regulations and requirements of the Federal, State and Local governments and of any and all their departments and bureaus applicable to the Property and/or office business.

11.4. Wherever used herein, the term "Owner" shall include singular and plural, male and female, heirs, legal representatives and assigns of individuals, wherever the context so admits or requires.

IN WITNESS WHEREOF, the parties hereto have executed this Lien Payment Agreement on the day and year first above written.

Witnesses as to FPUA:

FORT PIERCE UTILITIES AUTHORITY

_____
Witness Signature

By: _____
John K. Tompeck, Director of Utilities

_____
Printed Name

_____
Witness Signature

_____
Printed Name

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this_____day of_____, 20 ____, by **John K. Tompeck**, on behalf of Fort Pierce Utilities Authority, who is personally known to me.

_____
Notary Signature

_____
Printed Notary Signature

Witnesses as to Owner:

OWNER

_____
Witness Signature

_____
Owner Signature

_____
Printed Name

_____
Printed Name

_____
Witness Signature

_____
Owner Signature

_____
Printed Name

_____
Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this_____day of _____, 20 ____, by _____
who produced _____as identification.

_____
Notary Signature

_____
Printed Notary Signature

RESOLUTION NO. U.A. 2020-05

A RESOLUTION ESTABLISHING AN INSTALLMENT PAYMENT PROGRAM FOR CONTRIBUTION IN AID FOR THE SERVICES AND FACILITIES FURNISHED BY THE WATER, WASTEWATER, ELECTRIC AND GAS SYSTEMS OF FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA, ARTICLE XII AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, Fort Pierce Utilities Authority was created and established by the City Commission of the City of Fort Pierce, Florida, through a referendum election held in said City on May 30, 1972; and

WHEREAS, the Charter of the City of Fort Pierce, Florida, Article XII, grants to said Fort Pierce Utilities Authority the exclusive jurisdiction, control and management of the Utility Services, including electric, water, wastewater (sanitary sewer), gas, and other services sold and services rendered by said Fort Pierce Utilities Authority; and

WHEREAS, Fort Pierce Utilities Authority desires to establish an Installment Payment Program policy for Contribution-In-Aid of Construction (CIAC) for water, wastewater, electric and gas infrastructure expansion and reliability improvements to encourage economic growth and expansion of Utility Services.

NOW, THEREFORE, BE IT RESOLVED BY FORT PIERCE UTILITIES AUTHORITY (FPUA), FORT PIERCE FLORIDA:

SECTION I. INTRODUCTION

FPUA has been pursuing various economic incentive initiatives to encourage economic growth through system improvements and expansion of Utility Services within FPUA's service territories. Adopting a CIAC Installment Payment Program (CIACIPP) will offer another positive incentive for infrastructure improvements and expansion of FPUA Utility Services. FPUA will utilize a CIAC Installment Payment Agreement for financing the capital costs associated with the CIACIPP, the general terms of which have been incorporated into this resolution. A copy of the CIAC Installment Payment Agreement is attached to this resolution, and the agreement may be revised by FPUA staff, provided such revisions do not conflict with the general terms and intent of this resolution.

SECTION II. DEFINITIONS

Unless the context otherwise requires, the terms defined in this resolution shall have the meanings specified herein. Terms not otherwise defined in this resolution shall have the meanings specified in the resolution entitled General Rules and Regulations Governing the Provision of Utility Service, the Service Charge Resolution and Chapter 20 of the City of Fort Pierce Code of Ordinances.

1. **OWNER.** Person(s), corporation, partnership or other organization or business entity that is the legal owner of property served or to be served by the applicable Utility Services.

2. **CONTRIBUTION IN AID OF CONSTRUCTION (CIAC).** The OWNER(S)'s allocated portion of the total construction cost for FPUA to install new or upgraded facilities as determined by FPUA staff which shall be solely responsible for determining the CIAC amount(s).

SECTION III. POLICY

The CIACIPP is available for new or existing Owners who own property located within FPUA's service territory on which new or expanded Utility Services are to be provided by FPUA. This program is not available for developers of Residential projects on sub-divided parcels or projects. Financing CIAC for General Service projects will be limited to the maximum amount listed below. Construction costs and other charges required for water and wastewater facilities to connect to FPUA's system are to be included in this program only for single family Residential units owned by the Applicant. Customers, either individually or as members of a Special Assessment District, desiring to utilize this program will be only available pursuant to allocated funding designated for such purposes.

1. **RESPONSIBLE PARTY.** FPUA recognizes that the Owner may lease, rent or otherwise allow the occupation of the property by others who may request Utility Service from FPUA. FPUA shall not be considered a party to any agreement between the Owner and any present or future occupant who may request Utility Service from FPUA. The Owner shall remain responsible for the monthly CIAC payment, which may be billed separately from the occupant's utility bill. The Installment Payment Agreement shall not be transferable and payment is due in full upon sale of the property.

2. **INSTALLMENT TERMS.**

Owner	Interest Rate	Maximum Term	Down Payment	Maximum Financed	Method of Payment
Residential Service	6.00%	60 months	20%	None	AutoPay Mandatory
Residential Service	0.00%	12 months	20%	None	AutoPay Mandatory
General Service*	6.00%	60 months	20%	$50,000 per project **	AutoPay Mandatory
General Service*	0.00%	12 months	20%	$50,000 per project **	AutoPay Mandatory

*General Service is defined as any installation serving a location not classified as Residential.
**FPUA staff will determine what constitutes a project.

3. **DEFAULT AND ACCELERATION.** Non-payment of any installment due under this CIACIPP will be considered a default, and if not corrected within ten (10) days, the account will be assessed a Late Payment Charge in accordance with FPUA's Service Charge Resolution in effect at such time the charge is applied. Overdue accounts shall also be charged the maximum rate of interest allowed by law on any overdue balance in addition to the Late Payment Charge. Furthermore, at the option of FPUA, the entire sum shall at once become due and payable, without notice. Failure of FPUA to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same or any subsequent default. In the event of default of any payment under this CIACIPP, the Owner shall pay all costs of collection. FPUA may utilize a collection agency for the purpose of collecting the entire remaining balance. In default cases where the property owner is also the utility Customer, FPUA may elect to terminate Utility Services to the Customer/Owner. The CIAC Installment Payment Agreement gives FPUA the right to place a lien on the Owner's property to secure payment of CIACs and other financed fees in the event that other methods of collection are unsuccessful. In accordance with Chapter 20 of the City of Fort Pierce Code of Ordinances, FPUA shall be entitled to recover all costs and reasonable attorney's fees incurred in any lien action. No refunds of paid installments shall be due to the Owner.

4. **PREPAYMENT RIGHT.** The Owner shall have the right to prepay, in whole or in part, the unpaid balance of the amount due under this CIAIPP, without interest charges or prepayment penalty.

5. **ANNEXATION AGREEMENT FOR WATER AND WASTEWATER.** For CIAC related to Water or Wastewater Utility Services unless previously executed, the Owner shall execute a standard Annexation Agreement providing that the property shall be annexed into the city limits of the City of Fort Pierce as soon as such annexation may legally occur. The Owner will be required to sign any and all necessary documents to effectuate the annexation by the City of Fort Pierce and shall agree that these

documents shall be construed to satisfy the requirements of law or consent or approval of such annexation.

6. **PROOF OF OWNERSHIP.** The Owner shall represent and warrant that he or she is the legal owner of the property. A copy of the deed conveying title to the Owner shall be provided to FPUA as proof of ownership.

Passed and adopted this the __ day of _____, 2020 A.D.

ATTEST:

_____
Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY:_____
Chairman

APPROVED AS TO FORM & CORRECTNESS:

BY:_____
Fort Pierce Utilities Authority Attorney

This Contract will be signed by
Chairman and Secretary under $50,000

Fort Pierce Utilities Authority

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

Board Submission Form

4/8/2020

Department: 43 - Customer Service

Board Meeting Date: 04/21/2020

Item Type: Contract Agreement

Subject: Council on Aging of St. Lucie, Inc. Emergency Home Energy Assistant Program Agreement

Recommendation:

Approve the Vendor Payment Agreement with Council on Aging of St. Lucie, Inc. (COASL) for Emergency Home Energy Assistance Program. This Agreement will begin May 1, 2020, end April 30, 2022.

Reviewed By Attorney: No

Funds Available From: X No Funds Needed ___ Budgeted ___ Contingency

Approvals:

System Director:	CISNEROS, JAVIER	Mar 31 2020 1:52PM
Director of Finance:	MIKA, BARBARA A.	Apr 1 2020 4:09PM
Director of Utilities:	TOMPECK, JOHN K.	Apr 2 2020 10:39AM

Fort Pierce Utilities Authority

Memorandum

TO: John K. Tompeck, P.E., Director of Utilities

THROUGH: Javier Cisneros, P.E., Director of Util Support Svcs.

FROM: Regina D. Morris, Customer Service Manager

DATE: April 08, 2020

SUBJECT: **Council on Aging of St. Lucie, Inc. Emergency Home Energy Assistant Program Agreement**

RECOMMENDATION:

Approve the Vendor Payment Agreement with Council on Aging of St. Lucie, Inc. (COASL) for Emergency Home Energy Assistance Program. This Agreement will begin May 1, 2020, end April 30, 2022.

SUMMARY/SUPPORTING INFORMATION

Council on Aging of St. Lucie, Inc. (COASL) is a nonprofit organization that provides assistance to low income senior citizens with their utility bills. COASL can provide up to three vouchers for a period of one year for qualified senior citizens. The vouchers are paid by season: Cooling season (4/1 to 9/30) and Heating season (10/1 to 3/30). FPUA honors vouchers issued by COASL as payment for the energy related elements of their utility bill. This agreement will supersede any previous agreements. This agreement includes additional items (line 15 & 16 on page 2 of the agreement) that were not on the previous agreement. Both of these items address release waivers between FPUA, COASL and Department of Economic Opportunity (DEO). The agreement will begin on May 1, 2020 and will end on April 30, 2022. Staff recommends approval of this agreement with Council of Aging of St. Lucie, Inc. (COASL).

ALTERNATIVES (IF ANY):

Discontinue the acceptance of vouchers for FPUA's customers.

ATTACHMENTS:

Vendor Agreement

COUNCIL ON AGING OF ST. LUCIE, INC.
1505 ORANGE AVENUE FT. PIERCE, FL 34950 (772) 465-5220 FAX (722) 465-3929
2501 S.W. BAYSHORE BLVD. PORT ST. LUCIE, FL 34984 (772) 336-8608 FAX (772) 336-3314

COUNCIL ON AGING OF ST. LUCIE, INC. (COASL)
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM
VENDOR PAYMENT AGREEMENT
WITH
FORT PIERCE UTILITIES AUTHORITY (FPUA)
206 SOUTH 6TH STREET
P.O. BOX 3191
FORT PIERCE, FLORIDA 34948-3191
(772) 466-1600, EXT 3338
FAX: (772) 467-3115

The undersigned home energy supplier hereby agrees to the following conditions in order to receive vendor payments from the Emergency Home Energy Assistance Program (EHEAP):

1. This agreement will begin on May 1, 2020 will end on April 30, 2022. The agreement will be reviewed/renewed no later than March 1, 2022.

2. Council On Aging St. Lucie, Inc. (COASL) agrees to provide Fort Pierce Utilities Authority (FPUA) with a list of names and contact information for all agency personnel authorized to commit EHEAP funds. FPUA will only accept payment commitment from authorized COASL personnel. Changes (additions/deletions) to the authorized personnel list must be approved in writing by an authorized COASL representative.

3. FPUA agrees to provide COASL with a list of names and contact information of all FPUA representatives authorized to resolve the energy crisis.

4. COASL agrees to provide energy payments directly to FPUA on behalf of the EHEAP eligible customer.

5. FPUA assures that no household receiving EHEAP assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements.

6. FPUA assures that eligible households on whose behalf an EHEAP vendor payment is received, either in the cost of goods supplied or the services provided, will not be discriminated against.

7. FPUA understands that only energy related elements of a utility bill are to be paid with EHEAP funds. No water or sewage charges may be paid except if required by FPUA to resolve the crisis and no other resources to pay that portion of the bill can be secured by the customer or COASL.

8. FPUA understands that only direct costs of energy related elements of a utility bill are allowed. No charges that result from illegal activities such as bad checks or meter tampering will be paid with EHEAP funds. FPUA is aware that such charges are the responsibility of the customer.

9. FPUA understands that when the EHEAP benefit amount does not pay for the complete charges owed by the customer, that the customer is responsible for the remaining balance owed.

10. FPUA agrees to assist the COASL in verifying the EHEAP customer's account information and to make timely commitments to resolve any crisis situation. Subject to FPUA's privacy requirements, FPUA agrees to provide COASL with the following detailed customer account information: (1) current amount owed, (2) due date/disconnect dates and (3) amount necessary to resolve the crisis situation, (4) history of past commitments from other providers such as Low-Income Home Energy Assistance Program (LIHEAP).

11. COASL agrees to provide payment to FPUA within 30 days from the date of the COASL's promise to pay.

12. This Vendor agreement will be signed by COASL and FPUA upper level management with authority to enter into such commitments.

13. If an EHEAP payment to FPUA cannot be applied to a customer's account, the funds will be returned to COASL or with COASL's approval applied to another eligible customer's account.

14. FPUA, with the exception of municipal providers, must be in "active" status with the State of Florida: http://sunbiz.org/search.html. The Vendor's name must also be verified against the Excluded Parties List System (EPLS) at https://www.epls.gov. COASL agrees to maintain documentation of verification that the business name of the Vendor on this agreement is the same as the legal business name on the State of Florida EPLS website.

15. COASL, shall collect Data Release Waivers from each eligible Client and ensure the waivers are available for inspection by the FPUA.

16. FPUA, is aware that as long as Data Release Waivers are collected and available, FPUA will provide the requested customer data to Department of Economic Opportunity (DEO) and/or COASL.

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

Signed, sealed, and delivered in the presence of:

Council on Aging of St. Lucie, Inc. (COASL)
Emergency Home Energy
Assistance Program

BY: _____
Signature/Officer of Firm (Manual)

Darrell J. Drummond
Name (Typed or Printed)

TITLE: President / C.E.O

STATE OF: Florida

COUNTY OF: St. Lucie

The foregoing instrument was acknowledged before me this 24 day of February 2020 by Darrell J. Drummond (Officer of Firm) President / CEO (Title), of Council On Aging of St. Lucie, Inc. (Name of Firm) a non-profit corporation, on behalf of the corporation.

He/She is personally known to me or has produced _____ As identification.

_____
Notary Public

ATTEST:

_____

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

FYI – The Chairman and Secretary will be signing this Agreement today

Fort Pierce Utilities Authority

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

Board Submission Form

4/16/2020

Department: 55 - Electric Operations

Board Meeting Date: 04/21/2020

Item Type: Contract Agreement

Subject: OMS Responder Integration for AMI

Recommendation:

POA 18-40: Approve Amendment No. 1 to the Smart Grid Solutions Contract for Advanced Metering Infrastructure (AMI) with Elster Solutions, LLC (Elster), of Raleigh, North Carolina, to add the OMS Integration in an amount not-to-exceed $32,500, which increases the Contract from $7,652,211.05 to a total contract price of $7,687,411.05, contingent upon receipt of the required Certificate(s) of Insurance.

Reviewed By Attorney: No

Funds Available From: ___ No Funds Needed X Budgeted ___ Contingency

Approvals:

System Director:	JAKUBCZAK, PAUL A.	Apr 15 2020	4:18PM
Director of Finance:	MIKA, BARBARA A.	Apr 15 2020	5:16PM
Director of Utilities:	TOMPECK, JOHN K.	Apr 15 2020	6:53PM

Fort Pierce Utilities Authority

Memorandum

TO: John K. Tompeck, P.E., Director of Utilities

THROUGH: Paul A. Jakubczak, P.E., Director of Electric & Gas Systems

FROM: Thomas E. Parker, Electric Ops Superintendent

DATE: April 16, 2020

SUBJECT: **OMS Responder Integration for AMI**

RECOMMENDATION:

POA 18-40: Approve Amendment No. 1 to the Smart Grid Solutions Contract for Advanced Metering Infrastructure (AMI) with Elster Solutions, LLC (Elster), of Raleigh, North Carolina, to add the OMS Integration in an amount not-to-exceed $32,500, which increases the Contract from $7,652,211.05 to a total contract price of $7,687,411.05, contingent upon receipt of the required Certificate(s) of Insurance.

SUMMARY/SUPPORTING INFORMATION

On November 5, 2019, the Board approved the Contract with Elster for the purchase of a Smart Grid Solution for AMI.

This integration will allow for the seamless flow of trouble ticket or outage information from the AMI System to the Outage Management System. This will allow for quicker response times to system issues.

ALTERNATIVES (IF ANY):

None. This integration is critical to the internal operation of the AMI System with the (OMS) Outage Management System.

ATTACHMENTS:

Elster Smart Grid Solution Contract Amendment No. 1

AMENDMENT NUMBER 1
FORT PIERCE UTILITIES AUTHORITY
TO THE
SMART GRID SOLUTION CONTRACT
FOR
ADVANCED METERING INFRASTRUCTURE (AMI)
WITH
ELSTER SOLUTIONS, LLC

Effective upon execution, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto agree to amend the above-named Contract, made on **November 5, 2019** as follows:

Exhibit K

The Statement of Work (SOW) and Quote for the OMS Integration attached hereto shall be appended to and included in the contract as Exhibit K.

Exhibit E

The contract price as shown on Exhibit E shall increase by $35,200.00 from $7,652,211.05 to a total contract price of $7,687,411.05.

Except as expressly provided herein the above referenced Contract shall remain unchanged and in full force and effect.

[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:

ELSTER SOLUTIONS, LLC

DocuSigned by:

BY: Jerry Cotten
78A45CD1A521...

Signature/Officer of Firm (Manual)

Jerry Cotten

Name (Typed or Printed)

Assist. Secretary

TITLE:

ATTEST:

FORT PIERCE UTILITIES AUTHORITY

BY:

Secretary

Chairman

Honeywell

THE POWER OF **CONNECTED**

208 S. Rogers Lane
Raleigh, NC 27610

(919) 212-4700
http://www.energyaxis.com

Honeywell EnergyAxis ™ Advanced Metering Infrastructure

Honeywell Price Proposal for **Ft Pierce OMS Integration** **February 11, 2020**

Program Delivery Services

Item #	Description	Qty	Unit Price	Ext.Price
1	OMS Integration	1	$35,200.00	$35,200
	Subtotal - AMI Project Delivery Services			**$35,200**
	Total - Program Delivery Services			**$35,200**

Pricing Notes and Assumptions

All Pricing Should Be Considered Proprietary and Confidential to Honeywell Elster.

Price Validity: Pricing is valid for 180 days subject to increases for (a) foreign exchange variation, (b) increased cost of third party content and materials, (c) periodic price increase of Products and Services, (d) impact of government tariffs, (e) increases in costs of industrial metals as published by the London Metal Exchange (https://www.lme.com), (f) relevant Purchasers Price Index (PPI) increases for Products, and (e) fees for Services may be adjusted by the greater of four percent (4%) annually, or the percentage change in the U.S. Department of Labor Consumer Price Index (CPI).
Sales Tax: Pricing for proposed hardware, software, and services does not include sales tax.
INCOTERMS: Hardware pricing is FOB Origin, freight prepaid. FOB Destination, freight prepaid is available at a 2% adder.



Fort Pierce Utilities Authority
OMS Integration

Version 1.0
January 06, 2020

Contents

Purpose....3
Requirements....3
Design....3
Multispeak OMS Interfaces....3
Interface Details....4

Revision History

Version	Change Description	Creator/Modifier	Date
1.0	Baseline	Crowell/Woods	01/06/2020

Purpose

The purpose of this document is to describe the requirements and design for the integration between the Leidos HEMS solution and the FPUA hosted OMS platforms.

Requirements

ID	Category	Description
1.1	Outage Notification	Outage messages will be sent from the HEMS system to the FPUA OMS.
1.2	Outage Notification	Restoration messages will be sent from the HEMS system to the FPUA OMS.
2.1	Timing	Outage messages will be transmitted once the momentary outage time in the HEMS system is exceeded.
3.1	Status Request	The HEMS system will accept a request from the FPUA OMS to verify the outage status of a device.
3.2	Status Request	The HEMS system will respond to an outage status request with a powerStatus indicator of PowerOn if the meter is online.
3.3	Status Request	A powerStatus indicator of StatusUnknown will be returned on a status request if the meter is not communicating with the network.
4.1	Format	Messages between the systems will be created using Multispeak standards.

Design

Multispeak OMS Interfaces

The HEMS solution supports the following MultiSpeak interfaces to utility OMS systems. These interfaces are supported in both MultiSpeak 3.1 and 4.0.

Service Name	Description
ODEventNotification	Real time event notification published by EA_MS. This message contains a Power Status indicator of PowerOn or StatusUnknown.
InitiateOutageDetectionEventRequest	Initiated from OMS to check the outage status of 1 or more meters. Response is returned in the form of an ODEventNotification message.

Interface Details

ODEventNotification

Outage and Restoration messages are sent from the HEMS solution to the utility OMS via an ODEventNotification document over a SOAP based web service interface. The format of the message depends on the Multispeak version being implemented, but will look similar to the sample below.

```
<ODEventNotification xmlns="http://www.multispeak.org/Version_3.0">
 <ODEvents>
  <outageDetectionEvent objectID="17005598">
   <eventTime>2019-04-23T14:24:20.000Z</eventTime>
   <outageEventType>Outage</outageEventType>
   <outageDetectDeviceID>17005598</outageDetectDeviceID>
   <outageDetectDeviceType>Meter</outageDetectDeviceType>
   <outageLocation objectID="17005598">
    <meterNo>17005598</meterNo>
   </outageLocation>
  </outageDetectionEvent>
 </ODEvents>
<transactionID></transactionID>
</ODEventNotification>
```

ODEventNotification messages are only forwarded from the head end system once the momentary outage hold time configured in the gatekeeper is exceeded. This prevents the posting of momentary outages to the OMS.

InitiateOutageDetectionEventRequest

To determine the outage status of a specific device the InitiateOutageDetectionEventRequest is submitted to the HEMS B2B server in the following format.

```
<tns:InitiateOutageDetectionEventRequest
xmlns="http://www.multispeak.org/Version_3.0">
    < meterIDs  meterNo="21609837" /></meterIDs>
    <requestDate>2019-10-31T15:24:37.295-04:00</requestDate>
    <responseURL>{Callback URL to post response to}</responseURL>
</InitiateOutageDetectionEventRequest>
```

When the status of the meter is determined an ODEventNotification message is posted back to the response URL provided in the request reporting either an Outage or Restoration. Responses are generally received within 1 minute of the request being initiated.

This Contract will be signed by the
Chairman and Secretary - Under $50,000

Fort Pierce Utilities Authority

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

Board Submission Form

4/14/2020

Department: 01 - Manatee Observation & Education Center

Board Meeting Date: 04/21/2020

Item Type: Contract Agreement

Subject: GRANT AGREEMENT AMENDMENT

Recommendation:

Approve Amendment No. 1 to the Grant Award Agreement with the State of Florida, Department of State, Division of Cultural Affairs to change the deliverables required for the General Program Support Grant, for the period from July 1, 2019 through June 30, 2020.

Reviewed By Attorney: Yes

Funds Available From: X No Funds Needed ___ Budgeted ___ Contingency

Approvals:

System Director:	CISNEROS, JAVIER	Apr 9 2020 12:40PM
Director of Finance:	MIKA, BARBARA A.	Apr 13 2020 3:23PM
Director of Utilities:	TOMPECK, JOHN K.	Apr 13 2020 3:41PM

Fort Pierce Utilities Authority

Memorandum

TO: John K. Tompeck, P.E., Director of Utilities

THROUGH: Javier Cisneros, P.E., Director of Utility Support Services

FROM: Judith Ann Widmayer, Community Relations Manager

DATE: April 14, 2020

SUBJECT: **GRANT AGREEMENT AMENDMENT**

RECOMMENDATION:

Approve Amendment No. 1 to the Grant Award Agreement with the State of Florida, Department of State, Division of Cultural Affairs to change the deliverables required for the General Program Support Grant, for the period from July 1, 2019 through June 30, 2020.

SUMMARY/SUPPORTING INFORMATION

The Manatee Observation & Education Center (MOEC) applied for and was awarded a General Program Support grant in the amount of $7,133 which was approved by the State of Florida, Department of State, Division of Cultural Affairs. This agreement was approved and signed by the FPUA Board on August 6, 2019. Approval of this amendment changes Quarter 4 Grant Deliverables to omit the Manatee Center 5K, which has been postponed due to COVID-19 precautions, and replace it with proof of five Daily Manatee digital packets, which have been released during COVID-19 Social Distancing measures. This amendment does not change the grant budget.

ALTERNATIVES (IF ANY):

Do not approve the grant amendment with the State of Florida, Department of State, Division of Cultural Affairs. In this case, MOEC will likely not receive funds for the final quarter of the project, forfeiting at least 25% of the grant award.

ATTACHMENTS:

Amendment 1 to the Grant Award Agreement

Amendment No. 1
Fort Pierce Utilities Authority

20.c.ps.170.483

This Amendment is between the State of Florida, Department of State, Division Cultural Affairs hereinafter referred to as the "Division" and Fort Pierce Utilities Authority, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a General Program Support grant, for Manatee Center General Program Support 2020. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Scope Of Work

Execute a minimum of one (1) summer camp and one (1) exhibit update. Execute a minimum of one (1) campaign and two (2) events. Execute a minimum of one (1) festival. Complete the introductory package of requirements for the implementation of the Scope of Work.

Amended Scope Of Work

Execute a minimum of one (1) summer camp and one (1) exhibit update. Execute a minimum of one (1) campaign and one (1) event. Execute a minimum of one (1) festival. Release a minimum of five (5) virtual activity books. Complete the introductory package of requirements for the implementation of the Scope of Work.

Original Deliverables

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Complete the introductory package of requirements for the implementation of the Scope of Work.	This agreement returned to the Division with correct Authorized Official signatures; Timeline of grant activities for the grant period; and Certificate of Completion* for participation in a DCA Grants Management Webinar and a Pass rating for the Grants Management Quiz.	$1,783
2	Fixed Price	Execute a minimum of one (1) summer camp and one (1) exhibit update	Marketing materials. Proof of exhibit update.	$1,783
3	Fixed Price	Execute a minimum of one (1) campaign and one (1) event.	Campaign report and results; Marketing material	$1,783
4	Fixed Price	Execute a minimum of one (1) festival and one (1) event	Marketing material	$1,784

Totals	**$7,133**

Amended Deliverables

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Complete the introductory package of requirements for the implementation of the Scope of Work.	This agreement returned to the Division with correct Authorized Official signatures; Timeline of grant activities for the grant period; and Certificate of Completion* for participation in a DCA Grants Management Webinar and a Pass rating for the Grants Management Quiz.	$1,783
2	Fixed Price	Execute a minimum of one (1) summer camp and one (1) exhibit update	Marketing materials. Proof of exhibit update.	$1,783
3	Fixed Price	Execute a minimum of one (1) campaign and one (1) event.	Campaign report and results; Marketing material	$1,783
4	Fixed Price	Execute a minimum of one (1) festival and five (5) virtual activity books	Marketing material; activity books	$1,784
Totals				**$7,133**

AUTHORIZATION

Grantee: Fort Pierce Utilities Authority

Florida Department of State

_____

Authorized official for the Grantee

_____

Authorized official for the Division

_____ _____

Authorized official Signature Date

_____ _____

Division Authorized official Signature Date

(FPUA Seal)

Approved as to Form & Correctness:

By: _____

Fort Pierce Utilities Authority Attorney

FYI – The Chairman and Secretary will be signing this Agreement today

Fort Pierce Utilities Authority

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

Board Submission Form

4/16/2020

Department: 35 - Facilities

Board Meeting Date: 04/21/2020

Item Type: Contract Agreement

Subject: H2O2 Air Scrubbers for the Admin Building

Recommendation:

POA 20-99: Approve the single source Contract with Seacoast Air Conditioning and Sheet Metal, Inc. (Seacoast), of Fort Pierce, Florida, in an amount not to exceed $13,140, for the emergency purchase and installation of twelve (12) H202 Air Scrubbers for the Administration Building. The Contract will commence on April 10, 2020 and end on final completion of the work and written acceptance by FPUA.

Reviewed By Attorney: NA (FPUA Standard Contract)

Funds Available From: ___ No Funds Needed X Budgeted ___ Contingency

Approvals:

System Director:	CISNEROS, JAVIER	Apr 15 2020 4:58PM
Director of Finance:	MIKA, BARBARA A.	Apr 15 2020 12:27PM
Director of Utilities:	TOMPECK, JOHN K.	Apr 15 2020 6:51PM

Fort Pierce Utilities Authority

Memorandum

TO: John K. Tompeck, P.E., Director of Utilities

THROUGH: Javier Cisneros, P.E., Director of Utility Support Services

FROM: Eric R. Winterstein, CFM, Facilities and Fleet Superintendent

DATE: April 16, 2020

SUBJECT: **H2O2 Air Scrubbers for the Admin Building**

RECOMMENDATION:

POA 20-99: Approve the single source Contract with Seacoast Air Conditioning and Sheet Metal, Inc. (Seacoast), of Fort Pierce, Florida, in an amount not to exceed $13,140, for the emergency purchase and installation of twelve (12) H202 Air Scrubbers for the Administration Building. The Contract will commence on April 10, 2020 and end on final completion of the work and written acceptance by FPUA.

SUMMARY/SUPPORTING INFORMATION

Hydrogen Peroxide air scrubbers have been recognized to eliminate VOC's and other contaminants when installed with through a ventilation system. Twelve (12) units were installed at 206 South 6th Street to maintain a high degree of air quality for a virus free facility. Our current vendor, Seacoast had units readily available and promptly agreed to install the units, after work hours at the Administration Building, following FPUA's pandemic building guidelines. This work has been completed under emergency conditions due to the availability of these high demand units.

ALTERNATIVES (IF ANY):

None. Work has been completed under emergency conditions for the COVID-19 pandemic.

ATTACHMENTS:

FPUA Contract

FORT PIERCE UTILITIES AUTHORITY CONTRACT
FOR
H2O2 AIR SCRUBBERS FOR THE ADMIN BUILDING

Contract is made between Fort Pierce Utilities Authority (FPUA) and Seacoast Air Conditioning and Sheet Metal, Inc., of the City of Fort Pierce, 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: furnish and install 12 Air Scrubbers AERUS Model AA1013Q in accordance with Contactor's Proposal 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 the Contractor's Proposal in Attachment B] 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: 206 S. 6th Street, Fort Pierce, FL

Section 4
The job upon which Contractor is to perform the services shall be referred to as the H2O2 Air Scrubbers for the Admin Building, POA 20-99 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 $13,140.00 (thirteen thousand one hundred forty dollars and no cents) on the terms contained in Contractor's said 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 April 10, 2020 and end on final completion of the work and written 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 2-63 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 Contract, and shall not transfer any interest in the same without the prior written approval of FPUA.

D. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.

E. **Choice of Law and Venue:** This Contract shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.

F. **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 forgoing 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.

G. **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 Contract the day and year set forth below.

Signed, sealed and delivered in the presence of:

SEACOST AIR CONDITIONING AND SHEET METAL, INC.

BY: _____
Signature/Officer of Firm (Manual)

Chris Langel
Name (Typed or Printed)

TITLE: President

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)
	$500,000	(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 01) to a Commercial General Liability policy. FPUA and FPUA's 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.