

**FORT PIERCE UTILITIES AUTHORITY  
REGULAR MEETING  
AGENDA (Revised)**

TUESDAY

November 1, 2022 4:00 PM

City Commission Chambers

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

MEETING TO ORDER

Opening Prayer by Christelle Myrick, FPUA Water Distribution.

Pledge of Allegiance

ROLL CALL AND DECLARATION OF A QUORUM

**A. SET THE AGENDA**

**B. APPROVAL OF MINUTES:**

1. Approve the Minutes of the Regular Meeting on October 18, 2022.

**C. COMMENTS FROM THE PUBLIC:**

**D. CONSENT AGENDA:**

1. POA No. 23-14: Approve the purchase of a 2023 Chevrolet 5500 Medium Duty diesel truck equipped with an IMT Dominator I crane body in an amount not to exceed \$156,695 from Alan Jay Fleet Sales, Inc. of Sebring, Florida under the Sourcewell Contract No. 091521 and National Auto Fleet Group Contract No. 060920.
2. POA 23-03: Approve the Single Source Purchase of three Eaton 13.2kV Voltage Regulator Feeders from Gresco Supply, Inc. of Wildwood, Florida, in an amount not to exceed \$123,616.11.
3. POA No. 20-10: Approve Specific Authorization No. SA-LE-56-23-02, for the King Substation 69 kV Breaker Replacement Design, with Leidos Engineering, LLC, of Reston, Virginia, in an amount not to exceed \$122,253. The initial term of this contract will commence upon written Notice to Proceed and end upon final completion and written acceptance by FPUA, contingent on receipt of the required Certificate(s) of Insurance.
4. Approve Post Budgeted Project/Budget Request for 3800 Crossroads Pkwy new electric distribution system in the amount of \$59,800.

**E. RECOGNITION OF EXCELLENCE:**

1. We received an email from Benjamin Redic and Gladys White complementing our CSR, Wendy Tomlinson. Hi Customer Service. I want to mention the excellent customer service we received with Wendy today. Wendy was courteous, polite and professional with providing everything needed as a new customer. I needed to send this email because she did a superb job!!

**F. OLD BUSINESS:**

**G. NEW BUSINESS:**

1. RFQu No. 22-98: Authorize staff to negotiate contract for the Progressive Design-Build Services for the FPUA Systematic Wastewater Conveyance System Redirection to the new Mainland Reclamation Facility with TLC Diversified, Inc. of Palmetto, Florida. Once finalized the agreement will be submitted to the Board for approval and signature.
2. POA 23-61-015: Approve the Engagement Letter with Shutts & Bowen LLP, of Miami, Florida, in an amount not to exceed \$50,000.00 annually, for legal services related to the State of Florida Reverter Clause for the IWRF property (Reverter Clause). The initial term of this agreement will be upon execution until terminated by either party, contingent on receiving the required Certificate(s) of Insurance.
3. Natural Gas Rate Stabilization Fund Update September 2022 – Decrease the Purchased Gas Adjustment (PGA) \$.11 per ccf from \$.28 per ccf to \$.17 per ccf, effective December 1, 2022.
4. Bill Comparisons for the Month of September 2022 – For Information Only
5. Florida Municipal Solar Project Update – For Information Only
6. August 2022 Financial Operating Results – For Information Only

**H. AWARD OF BID:**

**I. RESOLUTIONS:**

**J. DIRECTOR:**

**K. ATTORNEY:**

**L. COMMENTS FROM BOARD MEMBERS:**

**M. ADJOURN**

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

1. Miracle Method of Orlando – Floor Resurfacing Amendment No. 1 - \$9,500
2. Graybar Electric Company Inc. – Surge Protectors for the ESC Electrical Switchgear - \$36,013.45
3. ABB Inc. – MCC Breaker Testing - \$9,899
4. Safety-Kleen Systems Inc. – Part Washer Rental and Service Amendment No. 1 - \$6,000

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE UTILITIES AUTHORITY, TUESDAY, OCTOBER 18, 2022, 4:00 P.M., CITY COMMISSION CHAMBERS.

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

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

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

Opening Prayer was by Carol Wilson, FPUA Human Resources.

The Pledge of Allegiance was recited.

The roll was called and a quorum declared.

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ITEM A: SET THE AGENDA

A motion was made by Mrs. Gibbons, seconded by Mrs. Bennett, and unanimously carried to approve the set agenda.

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ITEM B: APPROVAL OF MINUTES

A motion was made by Mayor Hudson, seconded by Mrs. Gibbons, and unanimously carried to approve the Minutes of the Regular Meeting of September 20, 2022.

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ITEM C: COMMENTS FROM THE PUBLIC

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ITEM D: CONSENT AGENDA

A motion was made by Mayor Hudson, seconded by Mrs. Bennett, and unanimously carried to approve the Consent Agenda.

1. Excuse Larry Lammers, FPUA Board Deputy Secretary from the Board meeting today because he is out of town.
2. Approve the following recommendation to maintain an orderly progression of officers in future years; Mrs. Gibbons, Chairwoman; Ms. Bennett, Vice Chairwoman; Mr. Lammers, Secretary; Mr. Fee, Deputy Secretary; Mayor Hudson, Mayor/Member.

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

Chairman Fee passed the Gavel to Mrs. Gibbons.

Mrs. Gibbons said Thank you Mr. Fee for running this last one and a half years. I think you did it for an extended period, you took it on early and you also had some difficult times to deal with, we definitely appreciate you being the front man for us. Thank you.

Mr. Fee said good luck to you, I'm sure you will do a good job. You are now the front lady.

ITEM E: RECOGNITION OF EXCELLENCE

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ITEM F: OLD BUSINESS

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ITEM G: NEW BUSINESS

1. POA 18-17: Approve the 2023 Employee Benefit Plan, as described in the 2023 Employee Benefit Plan Overview and Recommendations prepared by Relation Insurance Services of Florida, Inc., of Stuart, Florida, and authorize the Director of Utilities to sign the agreements necessary to fulfill FPUA's obligations under the Plan, including the following: 1) Payment of administrative fees to Blue Cross and Blue Shield of Florida, Inc., dba Florida Blue of Jacksonville, Florida, with a cost of \$67.05 per employee per month (PEPM), for an estimated cost of \$222,070, based upon current enrollment of 276 members subject to enrollment fluctuations, for the period of January 1, 2023 through December 31, 2023. The \$67.05 includes \$2.00 PEPM for Teledoc services. 2) Accept the Stop Loss Proposal

and Agreement with Symetra Insurance Company with an estimated cost of \$752,030 for the Plan Year. The cost is based on claims experience through August 31, 2022. This is a firm commitment from Symetra.

A motion was made by Mayor Hudson, seconded by Mr. Fee and unanimously carried to approve the FY23 Employee Benefit Plan.

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

A motion was made by Mr. Fee, seconded by Mrs. Bennett and unanimously carried to approve the Purchase Order.

3. Grants Update: Active, Pending and in Development – For Information Only

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4. Status Report on Electric Power Cost Adjustment (PCA) for September 2022

A motion was made by Mr. Fee, seconded by Mayor Hudson and unanimously carried to approve the \$8 increase for the month of December, effective December 1<sup>st</sup>.

#### ITEM H: AWARD OF BID

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#### ITEM I: RESOLUTIONS

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#### ITEM J: DIRECTOR

Mr. Cisneros said I would like to take a moment to thank a special thank you to Thierry Sydne, he was FPUA's primary representative at the Jaycee park rebuild on South Hutchinson Island last week. He represented FPUA very, very well and I'd like to personally thank him for his hard work and his dedication to this important community project. He was out there probably well over 80 hours in the 7-day time frame.

Mayor Hudson said he was a team captain. He was great.

Mr. Cisneros said he represented us very, very well. We also had help from T&D, water wastewater folks, some customer service folks out there. It was a big project and pretty successful. If you haven't been by there check it out. The finished product, I think they are 90% done. That would be a very, very nice project for our community.

**October 18, 2022**

**Page 4**

Last night the city commission did approve the site plan for the new wastewater plan, so thank you to the city commission.

This is a huge milestone. I believe this was the last permit we were waiting on so we will be going into construction sometime next month. A few months ahead of schedule.

Jacob Williams from FMPA will be the guest speaker for the November 1<sup>st</sup> Economic Development Council partner lunch meeting at the Mid-Florida events center in Port St. Lucie. He'll be discussing the natural gas market and how it impacts the lives of people in Florida and across our nation. It also sounds like he'll be visiting with the Downtown Business Association on Friday afternoon that same day around 3:00pm for about an hour before our next board meeting so it will be busy day for all of us here.

The last thing I would like to mention is thank you to Elba and Brandy and Bobby for helping us with the board meeting. That's all I have for the Board today.

ITEM K: ATTORNEY

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ITEM L: COMMENTS FROM BOARD MEMBERS

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ITEM M: ADJOURN

There being no further business, the meeting was adjourned at 5:07pm.

ATTEST:

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
CHAIRMAN

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

## Fort Pierce Utilities Authority

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



### Board Submission Form

10/25/2022

**Department:** 22 - Materials Management

**Board Meeting Date:** 11/01/2022

**Item Type:** Consent Agenda

**Subject:** 2023 CHEVROLET 5500 CRANE TRUCK

#### Recommendation:

POA No. 23-14: Approve the purchase of a 2023 Chevrolet 5500 Medium Duty diesel truck equipped with an IMT Dominator I crane body in an amount not to exceed \$156,695 from Alan Jay Fleet Sales, Inc. of Sebring, Florida under the Sourcewell Contract No. 091521 and National Auto Fleet Group Contract No. 060920.

#### Reviewed By Attorney:

**Funds Available From:**  No Funds Needed  Budgeted  Contingency

#### Approvals:

<b>System Director:</b>	<u>RETFERFORD, DANIEL PAUL</u>	<u>Oct 10 2022</u>	<u>2:23PM</u>
<b>Director of Finance:</b>	<u>MIKA, BARBARA A.</u>	<u>Oct 24 2022</u>	<u>5:26PM</u>
<b>Director of Utilities:</b>	<u>CISNEROS, JAVIER</u>	<u>Oct 25 2022</u>	<u>8:53AM</u>



Memorandum

**TO:** Javier Cisneros, P.E., Director of Utilities  
**THROUGH:** Daniel Paul Retherford, Director of Util Support Svcs.  
**FROM:** Eric R. Winterstein, Cfm, Facilities And Fleet Super  
**DATE:** October 25, 2022  
**SUBJECT:** **2023 CHEVROLET 5500 CRANE TRUCK**  
**PRESENTER(S):** Eric Winterstein

**RECOMMENDATION:**

POA No. 23-14: Approve the purchase of a 2023 Chevrolet 5500 Medium Duty diesel truck equipped with an IMT Dominator I crane body in an amount not to exceed \$156,695 from Alan Jay Fleet Sales, Inc. of Sebring, Florida under the Sourcewell Contract No. 091521 and National Auto Fleet Group Contract No. 060920.

**SUMMARY/SUPPORTING INFORMATION**

FPUA's five-year capital budget plan includes the replacement of vehicles that have met the end of their useful life. This truck will replace No. 21-388 which has been red tagged because it needs a new engine. The purchase of the Chevrolet 5550 Crane Truck is part of the Capital Improvement plan for 2023. The price of the vehicle was established through the state contract with Alan Jay Fleet sales.

**ALTERNATIVES (IF ANY):**

Do not approve. If the purchase is not made the requesting department will have to continue to use the vehicle that this vehicle would be replacing.

**ATTACHMENTS:**

Alan J Ford Quote 40729-1



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	40729-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
9/10/2022

# QUICK QUOTE SHEET

REVISED QUOTE DATE  
9/10/2022

REQUESTING AGENCY	FORT PIERCE UTILITY AUTHORITY		
CONTACT PERSON	RICK CLEVINGER	EMAIL	<a href="mailto:RCLEVINGER@FPUA.COM">RCLEVINGER@FPUA.COM</a>
PHONE	772-466-1600 Ext. 6750	MOBILE	772-519-8776
		FAX	

**SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF** [www.NationalAutoFleetGroup.com](http://www.NationalAutoFleetGroup.com)

MODEL	CK56403 R7N 1WT	MSRP	\$62,683.64
	2023 CHEVY SILVERADO 5500 MEDIUM DUTY REGULAR CAB 4WD 1WT 84" CA		

<b>CUSTOMER ID</b>	<b>BASE VEHICLE PRICE</b>	<b>\$52,544.00</b>
<b>BED LENGTH</b>	<b>84" CA</b>	

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GAZ H2Q	EXTERIOR COLOR SUMMIT WHITE WITH DARK ASH - JET BLACK ACCENTS VINYL TRIM INTERIOR	\$0.00
L5D	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible	\$0.00
MIU	Rugged Duty Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700RDS	\$285.00
5H1	2 ADDITIONAL KEYS FACTORY CUT NOT PROGRAMMED	\$125.00
A31	Windows, power with driver express up and down and express down on all other windows	\$285.00
AQQ	Remote Keyless Entry	\$170.00
BJA	Fuel Fill Kit	\$120.00
BTN	Battery, top post threaded, battery jump start stud	\$49.00
DPN	Mirrors, outside heated power-adjustable vertical trailing, upper glass, manual-folding and extending, black.	\$350.00
ED9	WHEEL BASE, 165" (84" CA)	\$0.00
F59	Front stabilizer bar	\$170.00
G68	Shock Absorbers, rear	\$64.00
G86	Axle, limited slip, Dana Spicer Truetrac, torque proportioning limited slip	\$355.00
GR4	Rear suspension, 13,500 lbs. (6,123 kg) multi-leaf, vari-rate	\$24.00
GZG	GVWR, 19,500 lbs. (8845 kg)	\$0.00
HD2	Rear axle, 13,500 lb. (6,124 kg) Dana Spicer S14-110, single reduction	\$0.00
IOB	Audio system, Chevrolet Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones.	\$270.00
NZZ	Skid Plate, steel, frame-mounted, protects the transfer case from the ground	\$270.00
PTO	PIO, Power Take Off, engine control provisions	\$275.00
PWR	Wheels, 19.5" x 6.75", steel, Grey painted, 8-holes, hub piloted	\$75.00
V76	Recovery hooks, front, frame-mounted, black (Not available with (T3A) front bumper with 4" extension.)	\$24.00
XMF	Tires, front 225/70R19.5G traction blackwall Goodyear	\$295.00
YMF	Tires, rear 225/70R19.5G traction blackwall Goodyear	\$590.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$3,796.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.		\$0.00
WTF REG	Weather Tech floor liner system for regular cab pick-up trucks.		\$175.00
DTF 2 TRK	Deep tint film installed on front two door glass and rear window.		\$300.00
CAMERA-GM	Dealer installed factory ordered camera (REQUIRES 5N5).		\$215.00
BUS-TRK	BACK UP SENSORS Rear Bumper Parking Assistance System for Trucks Introducing BackZone Truck (250-1903-BZTRK), Rostra's latest innovation in vehicle parking assistance systems.		\$495.00
FS MPS62U-4 AW	(4) Federal Signal MicroPulse Ultra dual color with (2) mounted in grille and (2) mounted to rear of vehicle. Amber/White		\$705.00

**SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF** [www.NationalAutoFleetGroup.com](http://www.NationalAutoFleetGroup.com)

IMT DOM1 223686	IMT DOMINATOR I, 11FT CRANE BODY with 7500 SERIES TELESCOPIC FIELF SERVICE CRANE, PER ALL SPECIFICATIONS IN ATTACHED	\$98,465.00
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<b>CONTRACT OPTIONS</b>	<b>\$100,355.00</b>
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TRADE IN

VEHICLE TOTAL	\$56,340.00
MSRP DISCOUNT	10.1%
ACCESSORY TOTAL	\$100,355.00
CUSTOMER PRICE	\$156,695.00

<b>YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~</b>	\$0.00
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<b>TOTAL COST LESS TRADE IN(S)</b>	<b>QTY</b>	<b>1</b>	<b>\$156,695.00</b>
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Estimated Annual payments for 60 months paid in advance: \$35,093.23  
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

**ORDERED UNIT VIN: [VIN NA]**

VEHICLE QUOTED BY **CHRISTY SELF** GOVERNMENT ACCOUNT MANAGER [christy.self@alanjay.com](mailto:christy.self@alanjay.com)

*"I Want to be Your Fleet Provider"*

*I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.*



# EQUIPMENT QUOTE

QUOTE NUMBER: ALAN223686 V.4

Date Created: 09/07/22 12:10:54

Date Updated: 09/07/22 12:12:01

## PREPARED FOR:

**Christy Self**

(904) 838-4999 (cell)

Christy.self@alanjay.com

Alan Jay

PO Box 9200

Sebring, FL 33871

## YOUR QT CONTACT:

Chris Ross

IMT Equipment Specialist

(800) 758-2410 (office)

(813) 394-9932 (cell)

(330) 724-3386 (fax)

cross@qtequipment.com

## New Quote

### EQUIPMENT

### DESCRIPTION

#### Chassis

Customer Supplied Chassis. Please double check specs for this build. Any chassis modifications will be billed at a time and material basis.

#### Body

Dominator I: 11' heavy duty galvanized steel crane body with standard right rear crane mount, 25" deep workbench bumper with through compartment, 1/4" plate work surface and recess for 2" hitch receiver tube rated at 2000 lb vertical tongue weight and 16,000lb gross trailer weight. 7 blade trailer light plug receptacle. 44" H x 22" D compartments, 24" above cargo bed, RF # 1 and # 2 compartments raised to 60", 40" above cargo bed constructed of 10 and 12 ga. material. Body offers 137.4 cubic feet of storage. 14 ga. galvanized, hemmed, seamless single panel steel doors, stainless steel hinges, pneumatic gas spring door retainers and cast steel black powder coated 3-point latches. Cargo bed is 50" wide constructed of 1/8" deck plate and has six (6) recessed tie downs. Three-point access package. CMD.CTRL™ allows operator to control stabilizers, lights, compressor from the crane compartment. Functions of the crane can be operated via the wireless controller. Includes LED DOT stop, tail, turn, marker and backup body lights and backup alarm. Exterior primed, interior of compartments painted with IMT compartment coat and understructure undercoated. Crane body rating of 52,000 ft-lb designed for 14,000-26,000 lb GVW Low profile, low frame chassis.

#### INCLUDED:

- Master lock system
- 10" Fold Down Tailgate with single hand latch
- Light Kit. LED High Intensity
- Compartment Lights and (2) LED work lights
- ICC Safety Kit

<b>Crane</b>	<p>Model 7500 Series Telescopic Mechanic Field Service Crane: 7,500 pound maximum lift capacity, 22' reach, 400 degree rotation, double-acting cylinders with integral holding and/or counterbalance valves, four-section remote control valve, proportional radio remote control with radio elimination cable, boom mounted 60 ft/min planetary winch, return filters, crane hook, snatch block, anti-two-block device, hydraulic overload shutdown system, decals and mounting kit. CMD.CTRL™ allows operator to control crane remotely from the wireless controller. When packaged with IMT Series 4 mechanics body, the operator can also control stabilizers, lights, compressor, and auxiliary equipment from the wireless controller.</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> <li>- Boom Support</li> <li>- Single Proportional Radio Remove (Toggle Switches)</li> <li>- LED Overload Indicator Lights</li> <li>- (1) Short and (1) Long Radio Elimination Cable.</li> <li>- LED Boom Tip Lights</li> </ul>
<b>Compressor</b>	<p>Boss BA440 Reciprocating Air Compressor. 40 CFM @ 100 PSI. 20 Gallon hotdog air tank kit. Reelcraft hose reel, 50' x 1/2". 1/2" Moisture Separator/Pressure Regulator/Oiler</p>
<b>Hydraulics</b>	<p>PTO, single stage pump, selector valve, 40 gallon hydraulic reservoir and return filter. (1) High pressure filter off the pump. Engine function module.</p>
<b>Suspension</b>	<p>Level Spring Suspension, Crane Side. Will level within 2" on empty truck.</p>
<b>Compartments</b>	<p>LV1: (1) IMT Toolbox. 26W 2-5, 1-7, 5-3 41H</p> <p>LV2: (3) Standard 17.5" Shelf Kit</p> <p>LH: (1) Standard 49.75" Shelf Kit</p> <p>LR: (3) Standard 25.75" Shelf Kit</p> <p>RV1: (1) Divider Package. Oxy/Acet Bracket. Full Height Compartment Divider. (3) 17.5" Shelves.</p> <p>RV2: (3) Standard 17.5" Shelf Kit</p> <p>RH: (1) Standard 49.75" Shelf Kit</p>
<b>Outriggers</b>	<p>Hydraulic down (both sides) and hydraulic out (crane side) rear outriggers for Dominator 1 package. Front outriggers.</p>
<b>Paint</b>	<p>Class: All Single Stage Shades of White  Color: white Paint Code: Chevy  Body painted in house with Sherwin Williams products.</p>
<b>Bedliner</b>	<p>Standard Black Bedliner for DOM1 &amp; DSC20</p>



# ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck ( Complete )

## Window Sticker

### SUMMARY

[Fleet] 2022 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck MSRP:\$56,755.00

Interior:Dark Ash seats with Jet Black interior accents, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible

Rugged Duty Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700RDS

### OPTIONS

CODE	MODEL	MSRP
CK56403	[Fleet] 2022 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck	\$56,755.00
<b>OPTIONS</b>		
092	Rear axle, 4.30 ratio	\$0.00
1WT	Work Truck Preferred Equipment Group	\$0.00
5H1	Key system, 2 spare keys	\$45.00
9L3	Spare tire delete	\$0.00
A31	Windows, power with driver express up and down and express down on all other windows	\$290.00
AE7	Seats, front 40/20/40 split-bench, 3-passenger	\$0.00
AQQ	Remote Keyless Entry	\$175.00
BJA	Fuel Fill Kit	\$125.00
BTN	Battery, top post threaded, battery jump start stud	\$50.00
DPN	Mirrors, outside heated power-adjustable vertical trailing, upper glass, manual-folding and extending, black.	\$355.00
ED9	Wheelbase, 165" (419.1 cm), 84" CA	\$0.00
F59	Front stabilizer bar	\$175.00
FTB	Front axle, 7,500 lb., Dana Spicer 60-256, single-reduction, front driving	\$0.00
G68	Shock Absorbers, rear	\$65.00
G86	Axle, limited slip, Dana Spicer Truetrac, torque proportioning limited slip	\$360.00

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Data Version: 16938. Data Updated: Jul 13, 2022 6:52:00 PM PDT.



# ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (✔ Complete)

GAZ	Summit White		\$0.00
GR4	Rear suspension, 13,500 lb. (6,123 kg) multi-leaf, vari-rate		\$25.00
GZG	GVWR, 19,500 lb. (8845 kg)		\$2,255.00
H2Q	Dark Ash seats with Jet Black interior accents, Vinyl seat trim		\$0.00
HD2	Rear axle, 13,500 lb. (6,124 kg) Dana Spicer S14-110, single reduction		\$355.00
IOB	Audio system, 7" diagonal color touch-screen with Chevrolet Infotainment		\$275.00
L5D	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible		\$0.00
MIU	Rugged Duty Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700RDS		\$290.00
NZZ	Skid Plate, steel, frame-mounted, protects the transfer case from the ground		\$275.00
PTO	Power Take Off, engine control provisions		\$280.00
PWR	Wheels, 19.5" x 6.75", steel, Grey painted, 8-holes, hub piloted		\$80.00
R6G	26,000 lb. GCWR (11,793 kg)		\$0.00
R7N	5500 HD Series	Inc.	
UQ3	6-speaker audio system	Inc.	
V76	Recovery hooks, front, frame-mounted, black		\$25.00
VQ2	Fleet Processing Option		\$0.00
XMF	Tires, front 225/70R19.5G traction blackwall Goodyear		\$300.00
YMF	Tires, rear 225/70R19.5G traction blackwall Goodyear		\$595.00
ZY1	Paint, solid		\$0.00
---	Bluetooth for phone, personal cell phone connectivity to vehicle audio system	Inc.	

<b>SUBTOTAL</b>	<b>\$63,150.00</b>
Adjustments Total	\$0.00
Tire Weight Tax	\$26.64
Destination Charge	\$1,795.00
<b>TOTAL PRICE</b>	<b>\$64,971.64</b>

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Data Version: 16938. Data Updated: Jul 13, 2022 6:52:00 PM PDT.



# ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (✔ Complete)

## Standard Equipment

### Mechanical

GVWR, 16,500 lb. (7484 kg) (Silverado 4500 HD 4WD models require one of the following combinations: (1) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (FN1) 10k rear axle or (GL4) 11k rear axle and (GR3) 11k rear suspension. (2) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (HD1) 15k rear axle or (J27) 15.5k rear axle and one of the following rear suspensions: (GR4) 13.5k rear suspension, (FU7) 15.5k rear suspension, (91B) 13.5k LiquidSpring prep single volume rear suspension, (91C) 13.5k LiquidSpring prep stacked volume rear suspension, (91D) 15.5k LiquidSpring prep single volume rear suspension or (91E) 15.5k LiquidSpring prep stacked volume rear suspension.) (STD)

Emissions, 50 state certification

Emissions, USA 50 State certified

Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible 350 hp @ 2700 rpm, 700 lb.-ft. torque @ 1600 rpm (STD)

Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700HS ratios: 3.10 1ST, 1.80 2ND, 1.40 3RD, 1.00 4TH, 0.70 5TH, 0.61 6TH Highway Series, 19.5K GVW & 26K GCW Max., requires PTX and park pawl. Available with GVWs less than or equal to 19.5K (Requires (C7Y) 14,001 lb. GVWR, (C5B) 15,000 lb. GVWR, (C7P) 16,000 lb. GVWR, (C7R) 16,500 lb. GVWR, (GZX) 17,500 lb. GVWR, (GZJ) 18,000 lb. GVWR or (GZG) 19,500 lb. GVWR. Requires (R6G) 26,000 lb. GCWR (11,793 kg).) (STD)

Rear axle, 4.30 ratio Max road speed: 75 MPH

Wheelbase, 165" (419.1 cm), 84" CA (Requires (F0C) 49" axle to end of frame, (F0D) 63" axle to end of frame or (F0K) 91" axle to end of frame. Requires (PCJ) Vocational Specific Heavy Suspension Package, when ordering (FTA) 7,000 lb. Front axle/(FK6) 7,000 lb. Front suspension or (FTL) 8,000 lb. Front axle/(FSN) 8,000 lb. Front suspension or (FU7) 15,500 lb. rear suspension.) (STD)

Front axle, 7,500 lb., Dana Spicer 60-256, single-reduction, front driving

Front suspension, 7,500 lb. (3,402 kg) multi-leaf, includes shock absorbers

Rear axle, 11,000 lb. (4,999 kg) Dana Spicer S14-110, single reduction

Rear suspension, 11,000 (4,990 kg) multi-leaf, vari-rate (STD)

Neutral-at-Stop Automatic transmission shifts to neutral when the service brake is depressed while the vehicle is at a complete stop, and remains in neutral until the service brake is released

Transmission shift control calibration, fuel sense Performance

Four wheel drive

Batteries, heavy-duty dual 1100 cold-cranking amps includes battery box mounted to left side under cab

Alternator, 150 amps

Trailer provisions, trailer wire harness only, trailer combined (Stop/Tail/Turn) connection socket and harness mounted at rear of frame.

Trailer brake controller, integrated

Incomplete vehicle

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# ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (  Complete )

## Mechanical

- Axle to End of Frame, 49" (Requires wheelbase (ED5) 201", (ED9) 165" or (ER2) 189". Not available with (G40), (GP1) or (GP8) rear air suspension.)
- Axle, Open rear axle, non-locking rear
- Axle lubricant, front, synthetic oil EmGard FE-75W-90
- Axle lubricant, rear, synthetic oil EmGard FE -75W-90
- Steering, power (Bosch S2 8014 Plus)
- Brakes, hydraulic, heavy duty Bosch/Meritor/Wabco system with 4-channel (ABS) (Includes (J69) driveline park brake.)
- Fuel tank, rear only, 40 gallon mounted between frame side rails and behind rear axle
- Fuel, diesel B20
- Capped Fuel Fill
- Exhaust system, rear exit
- Exhaust brake

## Exterior

- Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted (STD)
- Tires, front 225/70R19.5G highway blackwall Goodyear Max Axle Load: 7,940 lb. (Requires (YAL) Tires, rear 225/70R19.5G highway blackwall Goodyear, Max Axle Load: 15,000 lb. or (YMF) Tires, rear 225/70R19.5G traction blackwall Goodyear, Max Axle Load: 15,000 lb.) (STD)
- Tires, rear 225/70R19.5G highway blackwall Goodyear Max Axle Load: 15,000 lb. (STD)
- Spare tire delete (STD)
- Wheel, spare delete
- Bumper, front, Black
- Assist steps
- Front fender extension, painted body color
- Grille, base, molded in color, Black
- Grille guard screen, insect protection (mounted behind grille)
- Headlamps, halogen projector-beam
- Lamps, cargo area, cab mounted with switch on center switch bank
- Lamps, Smoked Amber roof marker
- Lamps, rear, stop/turn/backup (1-piece assembly) with license plate light
- Mirrors, outside high-visibility vertical camper-style, Black with manual folding and extension and lower convex spotter glass

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# ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (  Complete )

## Exterior

Glass, solar absorbing, tinted

Antenna, fixed mast

Door handles, Black

## Entertainment

Audio system, 4.2" diagonal color display AM/FM stereo with USB port and auxiliary jack (Requires (AE7) front 40/20/40 split-bench seat. Not available with (UE1) OnStar or (U2K) SiriusXM Radio.) (STD)

SiriusXM, delete

Audio system feature, 4-speaker system

## Interior

Seats, front 40/20/40 split-bench, 3-passenger driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD)

Interior trim, Jet Black/Dark Ash (Required and only available with (H2Q/H2R) Dark Ash seats with Jet Black interior accents.)

Seat trim, Vinyl

Seat Belt, Black

Floor covering, Graphite-colored rubberized-vinyl

Steering wheel, urethane

Steering column, manual Tilt-Wheel

Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Speedometer, miles/kilometers

Driver Information Center, 3.5-inch diagonal monochromatic display, provides warning messages and basic vehicle information

Upfitter switch kit provides up to 4-30 amp circuits to facilitate installation of aftermarket electrical accessories located on the instrument panel

Windows, manual driver and front passenger

Door locks, power

Cruise control, steering wheel-mounted

Air conditioning, single-zone

Mirror, inside rearview manual day/night

Visors, driver and front passenger, vinyl

Assist handle, front passenger and driver on A-pillars

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# ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (  Complete )

## Safety-Mechanical

Brake, parking, driveline park brake system

Electronic Stability Control System with Traction Control includes Electronic Trailer Sway Control and Hill Start Assist

Traction control

## Safety-Exterior

Daytime Running Lamps, with automatic exterior lamp control

## Safety-Interior

Airbags, Single-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front outboard seating positions; Includes airbag deactivation switch for front outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Airbag deactivation switch, frontal passenger-side (Included and only available with (AY0) airbags.)

OnStar, delete

Rear Vision Camera, display integrated into Radio (Shipped loose in cab for upfitter installation.)

Horn, single-note

## WARRANTY

Warranty Note: <<< Preliminary 2022 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years (Allison Basic): 5

Drivetrain Years: 5

Drivetrain Miles/km (Allison Basic): Unlimited

Drivetrain Miles/km: 100,000

Drivetrain Note: Duramax Diesel

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 100,000

Maintenance Note: 1 Year/1 Visit

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# Fort Pierce Utilities Authority

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



## Board Submission Form

10/25/2022

**Department:** 22 - Materials Management

**Board Meeting Date:** 11/01/2022

**Item Type:** Consent Agenda

**Subject:** 13.2KV Voltage Regulator Feeders

**Recommendation:**

POA 23-03: Approve the Single Source Purchase of three Eaton 13.2kV Voltage Regulator Feeders from Gresco Supply, Inc. of Wildwood, Florida, in an amount not to exceed \$123,616.11.

**Reviewed By Attorney:**

**Funds Available From:**  No Funds Needed  Budgeted  Contingency

**Approvals:**

**System Director:** \_\_\_\_\_

**Director of Finance:** MIKA, BARBARA A. Oct 25 2022 2:27PM

**Director of Utilities:** CISNEROS, JAVIER Oct 25 2022 2:31PM



Memorandum

**TO:** Javier Cisneros, P.E., Director of Utilities  
**THROUGH:** Daniel Paul Retherford, Director of Util Support Svcs.  
**FROM:** Eric R. Winterstein, Cfm, Facilities And Fleet Super  
**DATE:** October 25, 2022  
**SUBJECT:** **13.2KV Voltage Regulator Feeders**  
**PRESENTER(S):** Eric Meyer

**RECOMMENDATION:**

POA 23-03: Approve the Single Source Purchase of three Eaton 13.2kV Voltage Regulator Feeders from Gresco Supply, Inc. of Wildwood, Florida, in an amount not to exceed \$123,616.11.

**SUMMARY/SUPPORTING INFORMATION**

Voltage regulators operate to keep voltage levels within programmed limits to improve power quality and maintain system stability. They are compatible with SCADA and automation distribution systems. FPUA is proposing to purchase new regulators to keep on hand in the warehouse as a stock item due to ongoing supply chain constraints and only order a quantity of three (3) due to the large price increases. Gresco is the sole distributor for Eaton Regulators.

**ALTERNATIVES (IF ANY):**

Do not approve the purchase. This is not recommended as supply chain constraints and price volatility have made market conditions unreliable for purchasing these regulators.

**ATTACHMENTS:**

## Fort Pierce Utilities Authority

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



### Board Submission Form

10/25/2022

**Department:** 56 - Electric & Gas Engineering

**Board Meeting Date:** 11/01/2022

**Item Type:** Consent Agenda

**Subject:** Specific Authorization SA 56-LE-23-02 King Substation Breaker Replacements

#### Recommendation:

POA No. 20-10: Approve Specific Authorization No. SA-LE-56-23-02, for the King Substation 69 kV Breaker Replacement Design, with Leidos Engineering, LLC, of Reston, Virginia, in an amount not to exceed \$122,253. The initial term of this contract will commence upon written Notice to Proceed and end upon final completion and written acceptance by FPUA, contingent on receipt of the required Certificate(s) of Insurance.

**Reviewed By Attorney:** NA (FPUA Standard Contract)

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

#### Approvals:

<b>System Director:</b>	<u>CRAWFORD, CRAIG A.</u>	<u>Oct 25 2022 2:36PM</u>
<b>Director of Finance:</b>	<u>MIKA, BARBARA A.</u>	<u>Oct 25 2022 12:30PM</u>
<b>Director of Utilities:</b>	<u>CISNEROS, JAVIER</u>	<u>Oct 25 2022 2:43PM</u>



Memorandum

**TO:** Javier Cisneros, P.E., Director of Utilities  
**THROUGH:** Craig A. Crawford, Director of Elec & Gas Systems  
**FROM:** Eric D. Meyer, Supervising Engineer  
**DATE:** October 25, 2022  
**SUBJECT:** **Specific Authorization SA 56-LE-23-02 King Substation Breaker**  
**PRESENTER(S):** **Replacements**  
Eric Meyer

**RECOMMENDATION:**

POA No. 20-10: Approve Specific Authorization No. SA-LE-56-23-02, for the King Substation 69 kV Breaker Replacement Design, with Leidos Engineering, LLC, of Reston, Virginia, in an amount not to exceed \$122,253. The initial term of this contract will commence upon written Notice to Proceed and end upon final completion and written acceptance by FPUA, contingent on receipt of the required Certificate(s) of Insurance.

**SUMMARY/SUPPORTING INFORMATION**

On April 16, 2019, the Board approved the contract for Bid No. 19-10 for the purchase of twelve (12) 69 kV circuit breakers to be purchased over a five (5) year period. Since the inception of this contract, seven (7) breakers have been delivered to FPUA on this contract. On May 17, 2022, the Board approved a revision to this period to procure the remaining five (5) breakers on Bid No. 19-10 to extend over another five (5) year period. The first three (3) breakers have been installed and are operating as expected; FPUA has the four (4) remaining breakers already delivered in storage.

King substation has four (4) 69 kV breakers that are nearing the end of their useful industry standard life, and are ready for replacement as recommended by substation technical staff. Due to the magnitude, complexity and lack of in-house resources to dedicate to this project, an engineering vendor would be ideal for completion of this design. This engineering vendor performed the previous design of the initial three (3) 69

kV breakers for Bid No. 19-10.

**ALTERNATIVES (IF ANY):**

Do not approve this Specific Authorization and require the design to be performed using in-house staff. This is not recommended due to the large scale of work required, the complexity of design requiring full-time dedication and the lack of in-house resources to devote to this project full-time.

**ATTACHMENTS:**

SA LE-56-23-02 (Vendor 10/25)

**SPECIFIC AUTHORIZATION  
FOR  
PROFESSIONAL ENGINEERING**

**No. SA 56-LE-23-02**

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

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

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

**Section 1 – Specific Authorization Project**

FPUA desires the Firm to perform Services related to King Substation 69kV Breaker Replacement, hereinafter referred to as “the Project.”

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

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

**Section 2 - Scope of Work**

Firm will provide the following Services in accordance with applicable section(s) of the Contract: King Substation Replace 69kV breakers K6905, K6911, K69T1 and K69T2 Design in accordance to Vendors proposal included as Attachment A.

**Section 3 – Location**

The Services to be performed by Firm shall be on the following site or sites: Firms Offices and King Substation.

**Section 4 – Project Reference**

FPUA desires Firm to perform the Services that shall be referred to as: King Substation 69 kV Breaker Replacement.

## **Section 5 – Deliverables**

Firm will provide the following Deliverables to FPUA:

- The Firm will review the circuit breaker vendor drawings provided by ABB and schedule a virtual meeting with FPUA to discuss comments (in necessary).
- The Firm will submit a 90% design package for the FPUA to review for each phase of the project. The FPUA will have ten (10) business days to review and provide comments.
- The Firm will incorporate any comments found during the FPUA's review within ten (10) business days.
- The Firm will provide construction support, testing and commissioning for five (5), twelve (12) hours days on site for one (1) person.
- The Firm will provide one (1) final Conformed to Construction (CTC) electronic drawing files upon job completion.

## **Section 6 - Time of Performance – Project Schedule**

This Specific Authorization shall commence upon written Notice to Proceed. Firm and FPUA agree to the following proposed schedule included in Attachment A.

## **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: \$122,253.00 (One Hundred Twenty-Two Thousand Two Hundred Fifty-Three dollars and no cents), in accordance with the terms contained in the Contract.

## **Section 8 – Responsibilities**

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

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

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

**8.3** Firm acknowledges and understands that it is an independent contractor in its relationship with FPUA. Firm hereby designates Zachary Cheek as Firm's Designated Representative pursuant to Section 1 of the Contract.

### **Section 9 – Insurance**

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

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

Automobile Liability: \$N/A

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

Professional Liability: \$N/A

Property Insurance: \$N/A

### **Section 10 – Commencement and Term**

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

### **Section 11 – Level of Service**

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

### **Section 12 - Other Provisions**

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

[signatures are on the following page]

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

Signed, sealed and delivered in the presence of:

**LEIDOS ENGINEERING, LLC**

BY: Zachary A. Cheek  
Signature/Officer of Firm (Manual)  
Zachary A. Cheek  
Name (Typed or Printed)

TITLE: Contract Manager

ATTEST:

\_\_\_\_\_  
Secretary  
(FPUA Seal)

**FORT PIERCE UTILITIES AUTHORITY**

BY: \_\_\_\_\_  
Chairman

DATE: \_\_\_\_\_

APPROVED AS TO FORM & CORRECTNESS:

BY: RNK  
Fort Pierce Utilities Authority Attorney

## ATTACHMENT A



September 29, 2022

Mr. Eric Meyer, P.E. Electrical Engineer  
Fort Pierce Utilities Authority  
1701 S 37th Street  
P.O. Box 3191  
Fort Pierce, FL 34948-3191

Dear Mr. Meyer,

Leidos Engineering, LLC (Leidos / ENGINEER) is pleased to submit this proposal that clearly demonstrates our firm possesses the required expertise and experience necessary to complete the engineering services for the Fort Pierce Utilities Authority (FPUA / OWNER) engineering design services for the replacement of four King substation high side breakers K6905, K6911, K69T1 and K69T2.

Per your request, this proposal outlines our understanding, scope of services, schedule, fees & invoicing, and assumptions & clarifications to perform engineering services for FPUA.

### **PROJECT UNDERSTANDING**

The OWNER is replacing four transmission breakers at King substation. The breakers will be a 69kV breaker manufactured by ABB. As part of this proposal, the ENGINEER will provide protection and control and substation physical engineering design services and CAD upgrades for the replacement of King substation breakers K6905, K6911, K69T1 and K69T2.

### **SCOPE OF SERVICES**

Breakers K6905, K6911, K69T1 and K69T2 at King substation will be replaced with new breakers. The protection and control scope are detailed below:

#### **Protection and Control and Settings Scope of Services**

- Replace 69kV breakers K6905, K6911, K69T1 and K69T2.
- Keep existing electromechanical relays for breaker control.
- Incorporate the use of Trip coil 2 in the design.
- Wire hardwired alarms to existing SCADA system.
- Replace 69kV Bus Differential Lockout Relay

Update associated P&C drawings to show the new breaker(s) installation. This will require the following modifications:

- Update breaker connection and wiring diagrams.
- Modify panel wiring and associated drawings to accommodate the new CT connections and alarm points, if needed.
- Run new cables utilizing existing conduits, if needed.

#### **Substation Physical Scope of Services**

- Replace 69kV breakers K6905, K6911, K69T1 and K69T2 with new ABB circuit breakers.
- New conductor jumpers will be installed.

Update associated Sub-Physical drawings to show the new breaker(s) installation. This will require the following modifications:

- Update electrical layout and sections.

#### **DELIVERABLES**

ENGINEER will provide the following Deliverables to OWNER:

- The ENGINEER will submit a 90% design package for the OWNER to review for each phase of the project. The OWNER will have ten (10) business days to review and provide comments.
- The ENGINEER will incorporate any comments found during the OWNER's review within ten (10) business days.
- The ENGINEER will provide construction support for five (5), twelve (12) hour days on site for one (1) person.
- The ENGINEER will provide one (1) final Conformed To Construction (CTC) electronic drawing files upon job completion.

#### **RECEIVABLES**

OWNER will provide the following receivables to ENGINEER:

- Latest electronic station prints for King substation.
- Final vendor drawings in electronic format for the new breaker.
- Standards and go-bys to be used as a design basis.

## 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.
- Final vendor drawings will be provided via existing FTP site upon project award.
- 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 does not include the cost to create electronic files of the existing station PDFs. CAD drawings created as part of the transformer replacement job will be utilized in conjunction in this project.
- Existing raster images will not be redrawn as vector; hybrid drawings will be created for raster drawings requiring modification. Drawing modifications will be limited to the scope of work.
- Relay settings upgrades are not included as part of this project and are considered out of scope.
- The ENGINEER will not be responsible for material procurement.
- The OWNER has an SPCC plan, and it is up to date. The ENGINEER will not be responsible for the removal of existing oil breakers.
- 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.
- This proposal does not include any costs for evaluation of existing foundations. The existing foundations are considered adequate and will be reused. If any civil modifications are required for the breaker foundation, the cost will be included in a change order.
- Deliverables by ENGINEER for the 90% issue for review will be provided in PDF format. OWNER's comments will be provided in PDF format with digital or hand markups.
- Conformed To Construction (CTC) electronic drawings and PDF drawings will be provided 30 days after the final breaker has been energized.
- The 90% and IFC for each phase will be submitted as separate packages. The CTC submittal will be provided as one package.

## SCHEDULE

Leidos proposes to perform the design and field work associated with this proposal according to the following milestone schedule. Leidos assumes a period of performance of 9/12/2022-9/11/2023.

Submit Proposal to FPUA	09/30/2022
Receive Written Work Authorization	10/03/2022
Engineering Start (Phase #1-K69T1)	10/03/2022
• 90% Issued for Review	11/04/2022
• 90% comments back from FPUA	11/18/2022
• Incorporation of FPUA comments and final release of 90%	11/25/2022
• IFC package	12/02/2022
• Construction Support	12/2022
• Conformed To Construction package	TBD

Engineering Start (Phase #2-K69T2)	10/24/2022
• 90% Issued for Review	11/25/2022
• 90% comments back from FPUA	12/09/2022
• Incorporation of FPUA comments and final release of 90%	12/16/2022
• IFC package	12/23/2022
• Construction Support	01/2023
• Conformed To Construction package	TBD
 Engineering Start (Phase #3-K6905)	 11/28/2022
• 90% Issued for Review	12/30/2022
• 90% comments back from FPUA	01/13/2023
• Incorporation of FPUA comments and final release of 90%	01/20/2023
• IFC package	01/27/2023
• Construction Support	02/2023
• Conformed To Construction package	TBD
 Engineering Start (Phase #4-K6911)	 01/02/2023
• 90% Issued for Review	02/03/2023
• 90% comments back from FPUA	02/17/2023
• Incorporation of FPUA comments and final release of 90%	02/24/2023
• IFC package	03/03/2023
• Construction Support	03/2023
• Conformed To Construction package	TBD

#### FEES & INVOICING

The Consultant will complete the services as outlined in the Scope of Services based on an initial estimated time & material budget of **\$122,253** according to the terms and conditions of the Master Services Agreement dated July 1, 2020. The fee for the services under this Request for Services will be based on the actual hours of services furnished multiplied by the Consultant's Billing Rates, hereto attached as Appendix A, as of the date of its monthly invoice plus all reasonable expenses directly related to the services furnished under this Request for Services. Should additional effort above and beyond the initial estimated time & material budget be required, an increase of the budget will be required.

Pricing	Cost
Engineering for Breakers K69T1, K69T2, K6905 and K6911 Replacements	\$94,036.00
Site Visit, Construction Support & Conformed to Construction Package	\$20,717.00
<b>Engineering Contingency</b>	<b>\$7,500.00</b>
<b>Complete Project Total</b>	<b>\$122,253.00</b>

The Parties acknowledge that the authorization ceiling (not-to-exceed) is not meant to constitute a fixed fee or a limitation under which the Consultant provides services that are not included in the agreed upon Scope of Services. Notwithstanding anything to the contrary herein, the Consultant will not be required to furnish services or incur expenses for services not included in the Scope of Services without written authorization (including email) from the Client committing to additional funding.

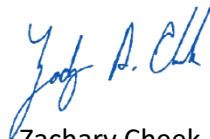
We look forward to assisting Fort Pierce Utilities Authority with this important project. If you have questions concerning this proposal or would like additional information, please contact Nasheet Arman at (407) 341-1160.

**Sincerely,**

**Leidos Engineering LLC**

*Nasheet Arman*

Nasheet Arman  
Lead Project Engineer  
Leidos Engineering, LLC  
Office: 407.341.1160



Zachary Cheek  
Senior Contracts Manager  
Leidos Engineering, LLC  
Office: 908.670.6812

# Fort Pierce Utilities Authority

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



## Board Submission Form

10/26/2022

**Department:** 56 - Electric & Gas Engineering

**Board Meeting Date:** 11/01/2022

**Item Type:** Consent Agenda

**Subject:** 3800 Crossroad Parkway- Electric Services

**Recommendation:**

Approve Post Budgeted Project/Budget Request for 3800 Crossroads Pkwy new electric distribution system in the amount of \$59,800.

**Reviewed By Attorney:**

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

**Approvals:**

**System Director:** CRAWFORD, CRAIG A. Oct 25 2022 2:38PM

**Director of Finance:** MIKA, BARBARA A. Oct 26 2022 9:36AM

**Director of Utilities:** CISNEROS, JAVIER Oct 26 2022 1:16PM



Memorandum

**TO:** Javier Cisneros, P.E., Director of Utilities  
**THROUGH:** Craig A. Crawford, Director of Elec & Gas Systems  
**FROM:** Eric D. Meyer, Supervising Engineer  
**DATE:** October 26, 2022  
**SUBJECT:** **3800 Crossroad Parkway- Electric Services**  
**PRESENTER(S):** Thierry Sydne

**RECOMMENDATION:**

Approve Post Budgeted Project/Budget Request for 3800 Crossroads Pkwy new electric distribution system in the amount of \$59,800.

**SUMMARY/SUPPORTING INFORMATION**

The 3800 Crossroads Pkwy Project will require the placement of one three phase pad mounted transformer, 3,000 feet of underground primary cable and two handholes. The total estimated FPUA budget cost is (rates) \$59,800, with the following cost responsibilities:

- Rates: \$58,100
- CIA: \$1,700

Additionally, FPUA will own and maintain facilities valued at \$11,877, to be installed by the developer as part of this project. The funds are available in projects 518.

FPUA will complete this work using in-house crews and our unit price contractor.

**ALTERNATIVES (IF ANY):**

Not approve the recommended cost allocation for this project and request a higher Contribution-In-Aid (CIA).

**ATTACHMENTS:**

**From:** [Customer Service](#)  
**To:** [Gina Morris](#); [Julie Sizemore](#); [Val Sirmons](#)  
**Cc:** [Wendy Tomlinson](#); [Javier Cisneros](#); [Elba Cendejas](#); [Daniel Retherford](#)  
**Subject:** FW: Extremely Professional Customer Service  
**Date:** Tuesday, October 18, 2022 8:12:01 AM

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Great Job Wendy!!!!

Nicole Tipton  
Staff Assistant-Customer Service  
Fort Pierce Utilities Authority (FPUA)

-----Original Message-----

From: Gladys White <[gladisw2@gmail.com](mailto:gladisw2@gmail.com)>  
Sent: Monday, October 17, 2022 4:52 PM  
To: Customer Service <[cs@fpu.com](mailto:cs@fpu.com)>  
Subject: Extremely Professional Customer Service

CAUTION: This email originated from outside of FPUA. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Customer Service. I want to mention the excellent customer service we received with Wendy today. Wendy was courteous, polite and professional with providing everything needed as a new customer. I needed to send this email because she did a superb job!!

Respectfully,

Benjamin Redic. and Gladys White

Sent from my iPhone

# Fort Pierce Utilities Authority

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



## Board Submission Form

10/25/2022

**Department:** 61 - Dir. of Water/Wastewater Sys

**Board Meeting Date:** 11/01/2022

**Item Type:** Regular Agenda

**Subject:** Progressive Design-Build Services for Systematic Wastewater Conveyance System Redirection

**Recommendation:**

RFQu No. 22-98: Authorize staff to negotiate contract for the Progressive Design-Build Services for the FPUA Systematic Wastewater Conveyance System Redirection to the new Mainland Reclamation Facility with TLC Diversified, Inc. of Palmetto, Florida. Once finalized the agreement will be submitted to the Board for approval and signature.

**Reviewed By Attorney:**

**Funds Available From:**  X  No Funds Needed  \_\_\_  Budgeted  \_\_\_  Contingency

**Approvals:**

<b>System Director:</b>	<u>HUTCHINSON, BOWDOIN G.</u>	<u>Oct 25 2022 9:46AM</u>
<b>Director of Finance:</b>	<u>MIKA, BARBARA A.</u>	<u>Oct 25 2022 12:28PM</u>
<b>Director of Utilities:</b>	<u>CISNEROS, JAVIER</u>	<u>Oct 25 2022 2:33PM</u>



Memorandum

**TO:** Javier Cisneros, P.E., Director of Utilities  
**FROM:** Bowdoin G. Hutchinson, P.E., Director of W/WW Systems  
**DATE:** October 25, 2022  
**SUBJECT:** **Progressive Design-Build Services for Systematic Wastewater Conveyance**  
**PRESENTER(S):** **System Redirection**  
Bo Hutchinson

**RECOMMENDATION:**

RFQu No. 22-98: Authorize staff to negotiate contract for the Progressive Design-Build Services for the FPUA Systematic Wastewater Conveyance System Redirection to the new Mainland Reclamation Facility with TLC Diversified, Inc. of Palmetto, Florida. Once finalized the agreement will be submitted to the Board for approval and signature.

**SUMMARY/SUPPORTING INFORMATION**

On September 15, 2022 a Non-Mandatory Pre-Submittal Conference was held in person and via Virtual Webex which “open to the public” with eight (8) firms/contractors attending. On September 27, 2022 Addendum No. 1 was issued and publicly posted to [www.FPUA.com](http://www.FPUA.com) and [www.DemandStar.com](http://www.DemandStar.com) for change in Submittal Receipt Event date due to impending Hurricane Ian, from October 3, 2022 to October 5, 2022, to compensate for the disruption in delivery services during this time frame, thus FPUA affording to accept any late arrivals of submittals. On October 5, 2022 Qualification Statement Submittal Receipt Event took place with a firm/contractor response of one (1) Qualification Submittal and two (2) confirmed “No Submission.” Summation of firm/contractor interest: DemandStar sent 1,218 invitations, FPUA sent 67 direct emails, 33 firms/contractors downloaded document from DemandStar, eight (8) firms/contractors attended the Pre-conference Meeting, two (2) confirmed “No Submission” and one (1) submission was received. The only submission, from TLC Diversified, Inc. (TLC), included two (2) firms/contractors that have partnered together, both of which had attended the pre-conference meeting. On October 12, 2022 the Short List Proceeding took place. As there was only one (1) submission, the FPUA voting

Committee members unanimously decided to ratify, moving the project forward with only the one firm for consideration. FPUA's broad advertisements, in excess of state law requirements, were used to garner interest and consensus was that additional advertising would not generate additional attraction. The committee also unanimously ratified the Pass/Fail criteria requirements for TLC as being met and committee unanimously ratified that TLC met all the requirements for qualification and was qualified for Short-listing. It was decided to move forward with interviewing TLC.

On October 19-2022 the evaluation committee ranked and recommended to enter negotiations with TLC Diversi

**ALTERNATIVES (IF ANY):**

Do not approve and use a conventional design-bid-build approach. This is not recommended because a conventional design-bid-build approach is not compatible with the accelerated timeline of this project.

**ATTACHMENTS:**

- Short List Tabulation
- Evaluation Rating Summary
- Qualification Statement Tabulation
- Ratification of Ranking



**FORT PIERCE UTILITIES AUTHORITY  
REQUEST FOR QUALIFICATIONS  
SHORT LIST**

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<b>RFP ON:</b>	<b>PROGRESSIVE DESIGN-BUILD SERVICES FOR FPUA SYSTEMATIC WASTEWATER CONVEYANCE SYSTEM REDIRECTION</b>
<b>RFP NUMBER:</b>	RFQu 22-98
<b>DATE:</b>	October 12, 2022
<b>RECOMMENDED AWARD:</b>	Short Listed Vendor(s) for Interview

<b>RFQu 22-98 PROGRESSIVE DESIGN-BUILD SERVICES FOR FPUA SYSTEMATIC WASTEWATER CONVEYANCE SYSTEM REDIRECTION</b>	
<b>VENDOR</b>	<b>E-MAIL ADDRESS</b>
TLC Diversified, Inc.* West Palm Beach, Florida	<a href="mailto:dlamberson@tlcdiv.com">dlamberson@tlcdiv.com</a>

\*Partnered with Kimley-Horn and Associates, Inc.

\*\*Only one (1) Qualification Statement was submitted



**FORT PIERCE UTILITIES AUTHORITY**  
**EVALUATION RATING SUMMARY**  
**BY COMMITTEE**

**RFQu NO. 22-98 PROGRESSIVE DESIGN-BUILD SERVICES FOR THE FPUA SYSTEMATIC  
WASTEWATER CONVEYANCE SYSTEM REDIRECTION TO THE NEW MAINLAND RECLAMATION  
FACILITY**

**EVALUATION DATE: WEDNESDAY, OCTOBER 19, 2022**

<b>VENDORS</b>	<b>POINTS AWARDED BY COMMITTEE MEMBER</b>			<b>TOTAL POINTS AWARDED</b>
	<b>MEMBER 1 (CM1)</b>	<b>MEMBER 2 (CM2)</b>	<b>MEMBER 3 (CM3)</b>	
<b>MAXIMUM POINTS</b>	<b>125</b>	<b>125</b>	<b>125</b>	<b>375</b>
TLC Diversified, Inc. Palmetto, Florida	105	104	100	309



**FORT PIERCE UTILITIES AUTHORITY  
EVALUATION RATING SUMMARY  
BY COMMITTEE**

**RFQu NO. 22-98 PROGRESSIVE DESIGN-BUILD SERVICES FOR THE FPUA SYSTEMATIC  
WASTEWATER CONVEYANCE SYSTEM REDIRECTION TO THE NEW MAINLAND RECLAMATION  
FACILITY**

**EVALUATION DATE: WEDNESDAY, OCTOBER 19, 2022**

VENDORS	POINTS AWARDED BY COMMITTEE MEMBER			TOTAL POINTS AWARDED
	MEMBER 1 (CM1)	MEMBER 2 (CM2)	MEMBER 3 (CM3)	
MAXIMUM POINTS	125	125	125	375
TLC Diversified, Inc. Palmetto, Florida	105	104	100	309



**FORT PIERCE UTILITIES AUTHORITY**  
**EVALUATION RANKING SUMMARY**

**RFQu NO. 22-98 PROGRESSIVE DESIGN-BUILD SERVICES FOR THE FPUA SYSTEMATIC  
WASTEWATER CONVEYANCE SYSTEM REDIRECTION TO THE NEW MAINLAND RECLAMATION  
FACILITY**

**EVALUATION DATE: WEDNESDAY, OCTOBER 19, 2022**

<b>VENDORS</b>	<b>POINTS AWARDED</b>	<b>RANK</b>
TLC Diversified, Inc. Palmetto, Florida	309	<b>1</b>

<b>VENDOR</b>	<b>RATIFICATION TO ACCEPT NO. 1 RANKED VENDOR</b>		
	<b>MEMBER 1 (CM1)</b>	<b>MEMBER 2 (CM2)</b>	<b>MEMBER 3 (CM3)</b>
TLC Diversified, Inc. Palmetto, Florida	YES	YES	YES



**FORT PIERCE UTILITIES AUTHORITY  
EVALUATION RANKING SUMMARY**

**RFQu NO. 22-98 PROGRESSIVE DESIGN-BUILD SERVICES FOR THE FPUA SYSTEMATIC  
WASTEWATER CONVEYANCE SYSTEM REDIRECTION TO THE NEW MAINLAND RECLAMATION  
FACILITY**

**EVALUATION DATE: WEDNESDAY, OCTOBER 19, 2022**

VENDORS	POINTS AWARDED	RANK
TLC Diversified, Inc. Palmetto, Florida	309	1

VENDOR	RATIFICATION TO ACCEPT NO. 1 RANKED VENDOR		
	MEMBER 1 (CM1)	MEMBER 2 (CM2)	MEMBER 3 (CM3)
TLC Diversified, Inc. Palmetto, Florida	yes	yes	yes



## FORT PIERCE UTILITIES AUTHORITY

### RECEIPT TABULATION OF QUALIFICATION STATEMENTS

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.

<b>RFP ON:</b>	<b>PROGRESSIVE DESIGN-BUILD SERVICES FOR FPUA SYSTEMATIC WATEWATER CONVEYANCE SYSTEM REDIRECTION</b>
<b>RFP NUMBER:</b>	RFQu 22-98
<b>DATE/TIME:</b>	October 5, 2022 @ 2:30 PM Local time
<b>RECOMMENDED AWARD:</b>	Pending Administrative Review

PROGRESSIVE DESIGN-BUILD SERVICES FOR FPUA SYSTEMATIC WATEWATER CONVEYANCE SYSTEM REDIRECTION		
VENDOR	E-MAIL ADDRESS	SUBMISSION
Killebrew, Inc. Lakeland, Florida	<a href="mailto:bill@killebrewinc.net">bill@killebrewinc.net</a>	No Submission
MasTec North America, Inc. Tampa, Florida	<a href="mailto:Maureen.Popovich@mastec.com">Maureen.Popovich@mastec.com</a>	No Submission
TLC Diversified, Inc.* West Palm Beach, Florida	<a href="mailto:dlamberson@tlcdiv.com">dlamberson@tlcdiv.com</a>	Yes

\*Partnered with Kimley-Horn and Associates, Inc.

## Fort Pierce Utilities Authority

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



### Board Submission Form

10/26/2022

**Department:** 61 - Dir. of Water/Wastewater Sys

**Board Meeting Date:** 11/01/2022

**Item Type:** Contract Agreement

**Subject:** Shutts & Bowen Engagement Letter

#### Recommendation:

POA 23-61-015: Approve the Engagement Letter with Shutts & Bowen LLP, of Miami, Florida, in an amount not to exceed \$50,000.00 annually, for legal services related to the State of Florida Reverter Clause for the IWRP property (Reverter Clause). The initial term of this agreement will be upon execution until terminated by either party, contingent on receiving the required Certificate(s) of Insurance.

**Reviewed By Attorney:** Yes

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

#### Approvals:

<b>System Director:</b>	<u>HUTCHINSON, BOWDOIN G.</u>	<u>Oct 26 2022</u>	<u>8:41AM</u>
<b>Director of Finance:</b>	<u>MIKA, BARBARA A.</u>	<u>Oct 25 2022</u>	<u>3:46PM</u>
<b>Director of Utilities:</b>	<u>CISNEROS, JAVIER</u>	<u>Oct 26 2022</u>	<u>1:22PM</u>



Memorandum

**TO:** Javier Cisneros, P.E., Director of Utilities  
**FROM:** Bowdoin G. Hutchinson, P.E., Director of W/WW Systems  
**DATE:** October 26, 2022  
**SUBJECT:** **Shutts & Bowen Engagement Letter**  
**PRESENTER(S):** Bo Hutchinson

**RECOMMENDATION:**

POA 23-61-015: Approve the Engagement Letter with Shutts & Bowen LLP, of Miami, Florida, in an amount not to exceed \$50,000.00 annually, for legal services related to the State of Florida Reverter Clause for the IWRF property (Reverter Clause). The initial term of this agreement will be upon execution until terminated by either party, contingent on receiving the required Certificate(s) of Insurance.

**SUMMARY/SUPPORTING INFORMATION**

The IWRF is located on property that is owned by the State of Florida and subsequently under the authority of the Florida Department of Environmental Protection. The property was granted to FPUA through a series of transfers for the operation of the IWRF solely and reverts back to the State if the use changes. The process for the disposition of the property is unclear and staff recommends engaging Shutts & Bowen LLP to assist in navigating this process.

**ALTERNATIVES (IF ANY):**

Do not Approve. This is not recommended because this is a specialized legal service that is required to complete this task.

**ATTACHMENTS:**

Engagement Letter (Board Ready)



JASON GONZALEZ  
PARTNER  
Shutts & Bowen LLP  
215 South Monroe Street  
Suite 804  
Tallahassee, Florida 32301  
DIRECT (850) 241-1720  
FAX (850) 241-1716  
EMAIL JasonGonzalez@shutts.com

October 11, 2022

**VIA E-MAIL TO:**

Bo Hutchinson ([bhutchinson@fpu.com](mailto:bhutchinson@fpu.com))  
Fort Pierce Utilities Authority

RE: Representation

Dear Mr. Hutchinson:

We appreciate your decision to retain Shutts & Bowen as your legal counsel and look forward to representing Fort Pierce Utilities Authority ("FPUA").

The scope of our engagement will be to provide legal advice counsel regarding a sewage facility permit. If by subsequent agreement our services are extended to other matters, the provisions of this letter and the attached Terms of Engagement will also apply to that representation unless it is otherwise agreed in writing.

My hourly rate for this matter is \$590.00 and I will be assisted by Juli Simas-James (\$525.00), Paul Sladek (\$485.00), Chadwick Crews (\$485.00) and Taylor Greene (\$370.00).

The terms and conditions under which we will represent you are set forth in the attached document captioned "Terms of Engagement." This cover letter and the attachment comprise a single document and are to be read as a whole. Please read this material carefully and if you agree to the terms and conditions set forth herein, please sign where indicated and return a signed copy of the document to me.

If you have any questions, please call me at 850-241-1720.

Sincerely,  
SHUTTS & BOWEN LLP

A handwritten signature in black ink that reads "Jason Gonzalez". The signature is written in a cursive, flowing style.

Jason Gonzalez

Enclosure: terms

*Revised June 2014*

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**SHUTTS & BOWEN LLP**

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**TERMS OF ENGAGEMENT**

We appreciate your (the "Client") decision to retain Shutts & Bowen as your legal counsel. Although our engagement is limited to the matter(s) identified in the engagement letter that accompanies this attachment, the terms of engagement set forth herein and in that letter will govern the relationship between us (including all of the Client's subsidiaries and affiliates) on this and all future matters, regardless of the scope of any such future legal services, unless modified in a writing signed by both the Client and the Firm. The following summarizes our billing practices and certain other terms that will apply to our initial and any future engagement to represent you.

**1. EXPENSES (Costs and Cost Retainer):** The Firm may require an advance cost retainer to ensure that funds are available to pay consultants, experts and vendors (e.g. copy services, translators, court reporters, etc.) whose services are engaged on your behalf to assist in the representation. A cost retainer is separate from and in addition to the Advance Deposit referred to in paragraph 2, supra. Any unused funds remaining in the cost retainer at the conclusion of the representation will be refunded to the Client or applied to any outstanding fees owed to the Firm. In addition to legal fees, our statements may include out-of-pocket expenses that we have advanced on your behalf and other charges (which may exceed direct costs) for certain support activities. Advanced costs generally will include such items as travel expenses, filing, recording, certification, and registration fees charged by governmental bodies, facsimile charges, long distance telephone calls, courier services, computer research, photocopying expenses, and court reporter charges. The Firm, however, reserves the right not to advance expenses which exceed \$100 and the Client may be asked to pay such expenses in advance. Any unused funds remaining in the cost retainer will be refunded to the Client or will be applied to any outstanding amounts owed the Firm at the conclusion of the representation.

**2. THIRD PARTIES SUCH AS EXPERTS AND COURT REPORTERS:** During the course of our representation, it may be appropriate or necessary to hire third parties to provide services on your behalf. These services may include consulting or testifying experts, investigators, providers of computerized litigation support and court reporters. Because of the attorney-client privilege and "work product" protection afforded to services that an attorney requests from third parties, in certain situations our Firm, with your consent, may assume responsibility for retaining the appropriate service providers. The Client, however, will be responsible for paying all fees and expenses of third party service providers who render services for your benefit. You will be consulted in connection with any third parties whose services we engage to assist in your representation.

**3. DELINQUENCIES:** If our monthly statements are not paid timely after they are rendered, we reserve the right to discontinue services until our account is brought current. You agree that non-payment of statements shall entitle us to withdraw from your representation and you agree not to contest any such withdrawal and to execute such documents as will permit us to withdraw.

**4. NO GUARANTEES:** Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any attorney or employee of our Firm is intended to be an expression of opinion only, based on information available to us at that time, and should not be construed as a promise or guarantee. We have made no warranties or guarantees about an outcome or result.

The only thing predictable about a lawsuit is its unpredictability. Success in a lawsuit means different things to different people and is a highly subjective

concept. Lawsuits are not subject to quantitative or mathematical formulae. The outcome of a lawsuit depends on a host of variable facts which differ from case to case and individual to individual. Predicting the outcomes of lawsuits and the possibility of monetary recoveries with accuracy is impossible. But be forewarned that lawsuits can be expensive, time-consuming and disruptive to your life. The process of “civil discovery” will lead to you being deposed and having to produce a large amount of records. While your attorney can and will assist you in this regard, you will be spending much time assisting in the preparation of the case since it is your lawsuit in which you have a personal stake. Accordingly, please do not entertain any unrealistic expectations of obtaining a specific result. Our objective will be to help you achieve in every ethical and legal way we can the best result that a strong effort, the law and the facts will permit.

**5. SCOPE OF DUTIES OF FIRM AND CLIENT:** We will provide the legal services generally described in the engagement letter that accompanies this attachment. You will provide us with such cooperation and truthful and accurate factual information and materials as we require to perform legal services on your behalf. Failure of the Client to disclose material facts to us truthfully and accurately and/or to cooperate with us or otherwise fulfill the terms of our engagement may lead to our decision to withdraw from the representation and it is understood and agreed that Client will not oppose such a decision if it is made. It is also understood that you are not relying on us for business, investment, financial, or accounting advice or to investigate the character or credit of persons with whom you may be dealing, unless otherwise requested and agreed to by the Firm. We will keep you advised of developments as necessary to perform our services and will consult with you as necessary to ensure the timely, effective and efficient completion of our work. Client is encouraged to request at any time information pertaining to the subject of the representation.

**6. TERMINATION OF SERVICE:** Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless Client and the Firm have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either party subject to ethical restraints and the payment of all fees and costs. In the

event that a court of competent jurisdiction refuses to permit Shutts & Bowen to withdraw upon termination, the Client remains responsible for fees and costs.

**7. RETURN OF CLIENT RECORDS:** During the course of our representation of you, you may be asked to provide to us various documents. We will hold these records for you during the pendency of our representation and for six months thereafter. We will retain the balance of your file for seven (7) years. It is your responsibility, however, to secure the return of your records.

**8. INSURANCE:** Our engagement does not include responsibility for review of your insurance policies to determine the possibility of coverage for the claim asserted in this matter or for notification of your insurance carriers about the matter or advice to you about your disclosure obligations concerning the matter under any applicable law (for example, the securities laws).

**9. USE OF ELECTRONIC COMMUNICATIONS:** Client acknowledges that Shutts & Bowen LLP and Client may, during the course of this engagement, exchange information, convey documentation and otherwise communicate electronically with one another and, from time to time, with third parties in furtherance of the purposes of the engagement. For purposes of this provision, electronic communications include, but are not limited to, internet e-mail, instant messaging, facsimile, and wireless communications. Client further acknowledges that neither party has control over the performance, reliability, availability or security of such electronic communications. Consequently, Shutts & Bowen will not be liable to Client for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, disclosure, interception, corruption or alteration of any electronic communication. In the event Client objects to the use by Shutts & Bowen of any form of electronic communication, it shall so advise Shutts & Bowen in writing.

**10. CHARGING LIEN/RETAINING LIEN:** The Client agrees that the Firm shall have a lien on all of the Client’s documents and personal property and money in its possession or another’s possession for the benefit of the Client, including any funds held in a trust or retainer account of the Client which is maintained at or through the Firm, in order to secure the payment of all sums

owed by the Client to the Firm under this agreement. The Client also agrees that the lien extends to property or funds received or receivable by the Client by settlement, judgment, or otherwise, or which was an issue in litigation between the parties.

**11. CHOICE OF FORUM/CHOICE OF LAW:**

In consideration of the Firm's agreement to represent the Client, the Client agrees that the validity and effect of this Agreement shall be governed by and construed and enforced exclusively in accordance with the laws of the State of Florida, without regard to principles of conflicts of laws, and agrees to submit to the personal jurisdiction of Florida courts in connection with the contractual relationship embodied in these Terms of Engagement. The Client and Firm ("Parties") hereby submit to the exclusive jurisdiction of any federal or state court sitting in Leon County, Florida for the purpose of any action arising out of or relating to this agreement (an "Action"), and agree that all such actions shall be heard and determined in such Florida federal or state court. Each of the Parties hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Leon County, Florida.

**12. NO THIRD PARTY BENEFIT.** Nothing herein is intended to create any benefit for a third party. The attorney-client relationship which is the subject of this document and the accompanying cover letter would, if created, exist only between the Firm and the undersigned Client(s) unless expressly specified otherwise. A third person or entity who is not named herein as the "Client(s)" has no legal right to claim that this Firm owes it (them) any duty or obligation as a result of the execution of this document. The Firm's only duty of representation is to the Client(s) named herein and that duty arises only when the attorney-client relationship is established in conformity with the terms of this document.

The Client(s) named herein understands that (he)(she)(it) should not say or do anything which might lead a third party to believe that this Firm is representing the interests of that third party. Whatever legal advice is given to the Client(s) by this Firm is intended only for the benefit and use of the Client(s).

**13. CLIENT'S ADVANCE CONSENT TO CONSULTATION WITH FIRM'S IN-HOUSE COUNSEL OR OUTSIDE COUNSEL.** In connection

with our representation of the Client, the occasion might arise for us to consult with our General Counsel or other firm lawyers working with our General Counsel who do not perform work for the Client on the subject matter of the representation or with our own outside counsel at our expense, of course. To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between us and the Client as to such consultation or resulting communications, particularly if a dispute were to arise between us and the Client. A condition of this engagement is that, in such circumstances, the Client hereby consents to such consultation occurring, and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent the Client or from acting in our own behalf, even if doing so might be deemed adverse to the interests of the Client. The Client acknowledges that such communications are protected by our own attorney-client privilege from disclosure to the Client. Client agrees that such discussions and documents about legal and/or ethical issues affecting the firm's obligations will remain privileged and confidential.

**Please read these Terms of Engagement carefully.**

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any term is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.

These Terms of Engagement and the attached cover letter contain the entire agreement between you and the Firm. There are no other agreements or understandings stated or implied. It is understood and agreed that any changes, modifications or alterations of these Terms of Engagement shall be in writing and executed by the Client and the Firm.

If you have any questions, please call me. If you agree to our representation on the terms described herein, please sign below and return this document (cover letter and Terms of Engagement) to me in the enclosed, self-addressed envelope.

By signing and returning a copy of this document (including the cover letter) to us, together with any requested Deposit, you authorize us to undertake your representation.

**ACKNOWLEDGMENT**

I have read and understand the foregoing and I agree to and accept the terms and conditions set forth herein.

AGREED AND ACCEPTED:

[signatures shown below]

\_\_\_\_\_  
Fort Pierce Utilities Authority

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Tax I.D. No.

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Facsimile No.

\_\_\_\_\_  
E-mail

ATTEST:

\_\_\_\_\_  
Secretary  
(FPUA Seal)

**FORT PIERCE UTILITIES AUTHORITY**

BY: \_\_\_\_\_  
Chairman

DATE: \_\_\_\_\_

APPROVED AS TO FORM & CORRECTNESS:

BY:           RNK            
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: November 1, 2022

Item: X Regular Agenda Consent Agenda

Subject: Natural Gas Rate Stabilization Fund Update-September 2022

Recommendation:
Decrease the Purchased Gas Adjustment (PGA) \$.11 per ccf from \$.28 per ccf to \$.17 per ccf, effective December 1, 2022.

Reviewed By Attorney: Yes X No

Funds Available From: X No Funds Needed Budgeted

Approvals:
System Director: Craig Crawford

Director of Financial Services: Barbara A. Mika

Director of Utilities: Javier Gonzalez

# Fort Pierce Utilities Authority



## Memorandum

<b>To:</b>	Javier Cisneros, P.E., Director of Utilities
<b>Through:</b>	Craig Crawford, Director of Electric & Gas Systems
<b>From:</b>	Fred Gaddis, Gas Ops Superintendent
<b>Date:</b>	October 24, 2022
<b>Subject:</b>	Natural Gas Rate Stabilization Fund Update-September 2022

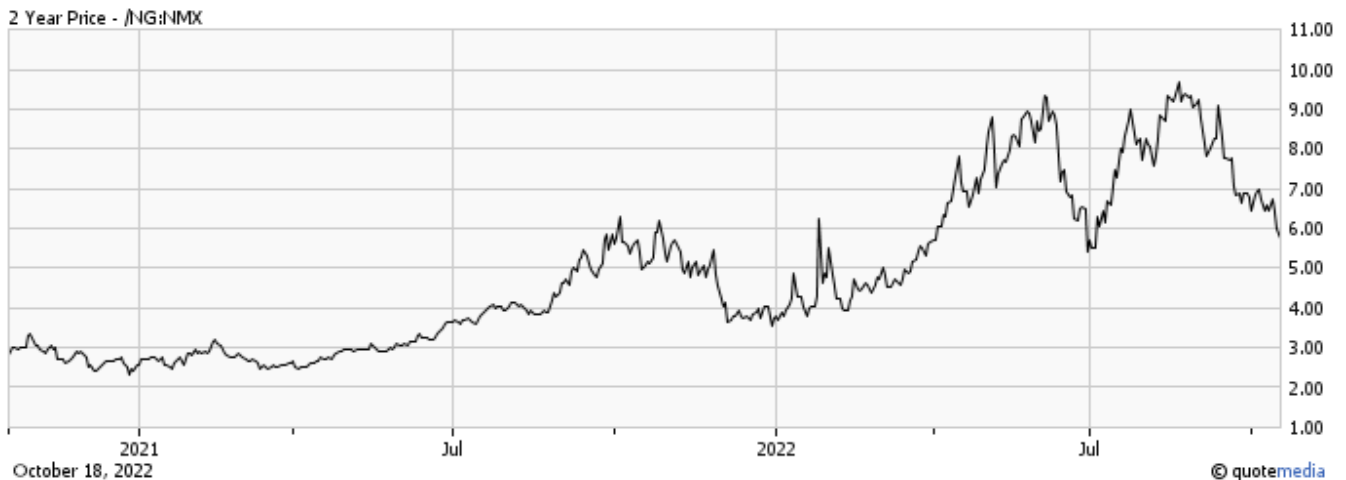
### RECOMMENDATION:

Decrease the Purchased Gas Adjustment (PGA) \$.11 per ccf from \$.28 per ccf to \$.17 per ccf, effective December 1, 2022.

### SUMMARY/SUPPORTING INFORMATION:

This is the September 2022 update of the Rate Stabilization Fund (RSF). Staff has rerun the sensitivity analysis which now includes August 2022 actuals and preliminary data for September 2022. Over the past month natural gas prices have jumped around from the high \$6 range up to the mid-\$9 range, with a price spike of \$9.70 per MMBtu.

Pricing over the last few weeks has dropped into the \$5 range. The graph below shows the recent pricing levels:



Market indicators for the period are:

*Reported Prices* – EIA’s Short-Term Energy Outlook projects Henry Hub spot prices to average approximately \$7.40 per MMBtu in the fourth quarter of 2022, then fall in 2023 as production rises. The Outlook also projects expenditures for homes that heat with natural gas will rise by 28% compared to last year. As of October 12, prompt-month futures at Henry Hub were trading around \$6.40. NYMEX contracts for November 2022 fell three cents to \$6.93 per MMBtu as of October 5. The 12-month strip averaging November 2022 through October 2023 futures contracts rose 9 cents to \$5.83 per MMBtu.

*Working Gas in Underground Storage* – The Energy Information Administration (EIA) reported working gas in storage estimate was 3,106 Bcf for the week ending September 30, a net increase of 129 Bcf from the prior week. Stocks are 264 Bcf below the five-year average (2017 – 2021) of 3,370 Bcf, but the 3,106 Bcf working gas in storage is still within the five-year historical range. The EIA’s Natural Gas Weekly Update reported a 129 Bcf injection for the week ending September 30, the largest injection of the 2022 April – October injection season and the fourth net injection larger than 100 Bcf in 2022. The 129 Bcf injection marks the second-highest net injection on record, falling only 3 Bcf below the 132 Bcf injection in 2015. EIA’s Short-Term Energy Outlook projects the injection season will end 6 percent below the five-year average (2017 – 2021).

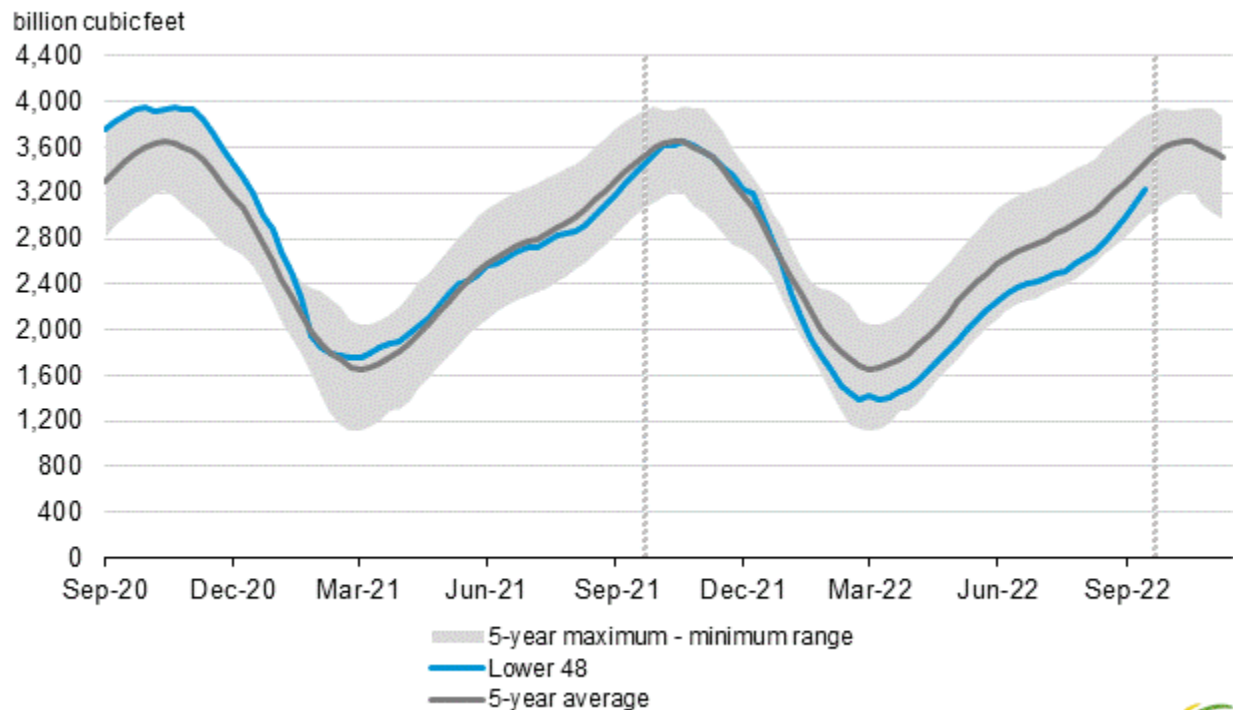
*Natural Gas Production* – The Bureau of Safety and Environmental Enforcement (BSEE) reported 5.95 percent of natural gas production in the Gulf of Mexico had been shut in as of September 28 in preparation for Hurricane Ian. BSEE did not follow up with any impacts to production platforms or drilling rigs, indicating no substantial damage to the infrastructure in the Gulf of Mexico. EIA and Point Logic report dry natural gas production during the 2022 injection season have been higher than any other injection season, 3.9 Bcf per day higher than the 2021 injection season average. The EIA’s September 12 release of their Drilling Productivity Report shows gas production regions are on track to produce roughly 0.61 Bcf more in October than in September with the primary contribution of approximately 0.19 Bcf coming from the Haynesville shale. EIA’s Short-Term Energy Outlook reported a 98.5 Bcf per day of dry natural gas production, an increase of 3.4 Bcf per day from the first quarter of 2022. They anticipate dry natural gas production to increase to an average of 99.1 Bcf per day in the fourth quarter of 2022 and increase further still to 99.6 Bcf per day in 2023.

*Natural Gas Market Summary* –

- EIA’s Short-Term Energy Outlook forecasts a \$931 average for natural gas heating costs for homes compared to \$1,359 for electricity and \$2,354 for fuel oil for the winter heating season, October 2022 – March 2023.
- EIA and Point Logic report that 2022 dry gas production was the highest on record for any injection season and 3.9 Bcf per day higher than the 2021 injection season average.

- EIA reported 129 Bcf injection into storage on September 30, the second-highest net injection on record.

Working gas in underground storage compared with the 5-year maximum and minimum



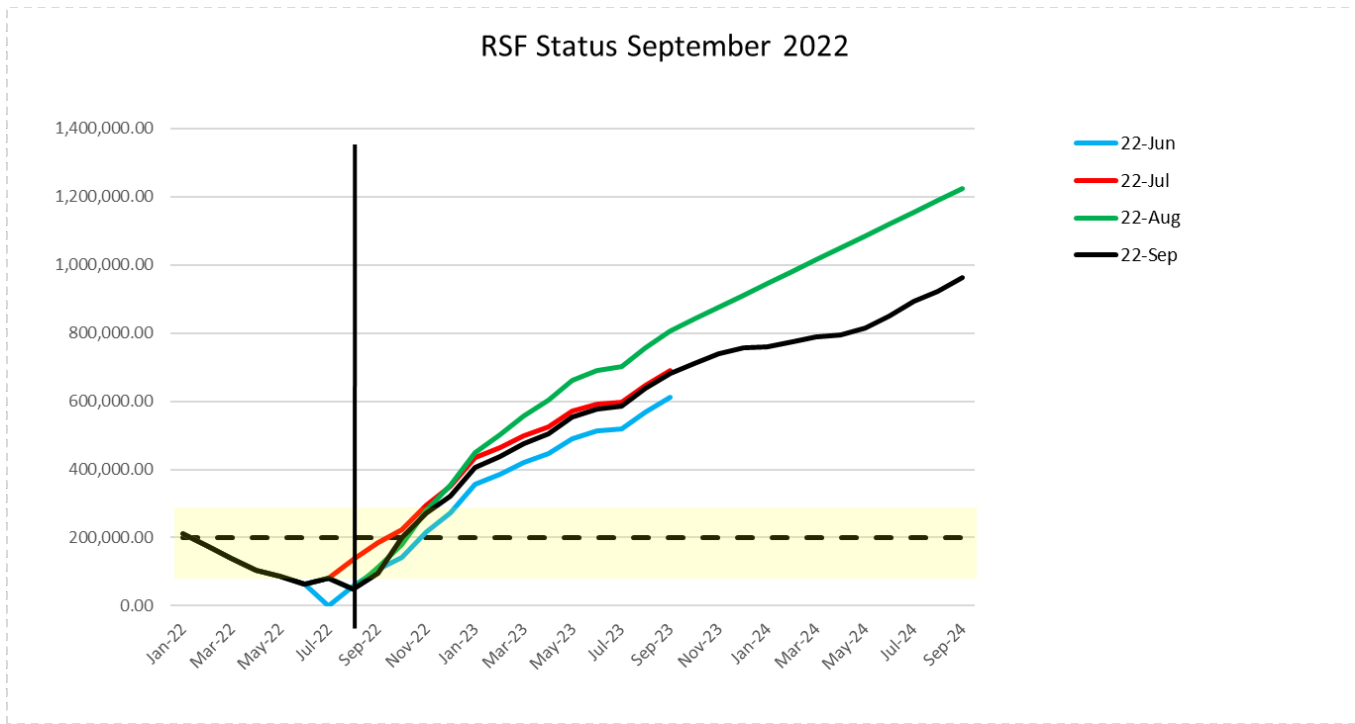
Source: U.S. Energy Information Administration



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

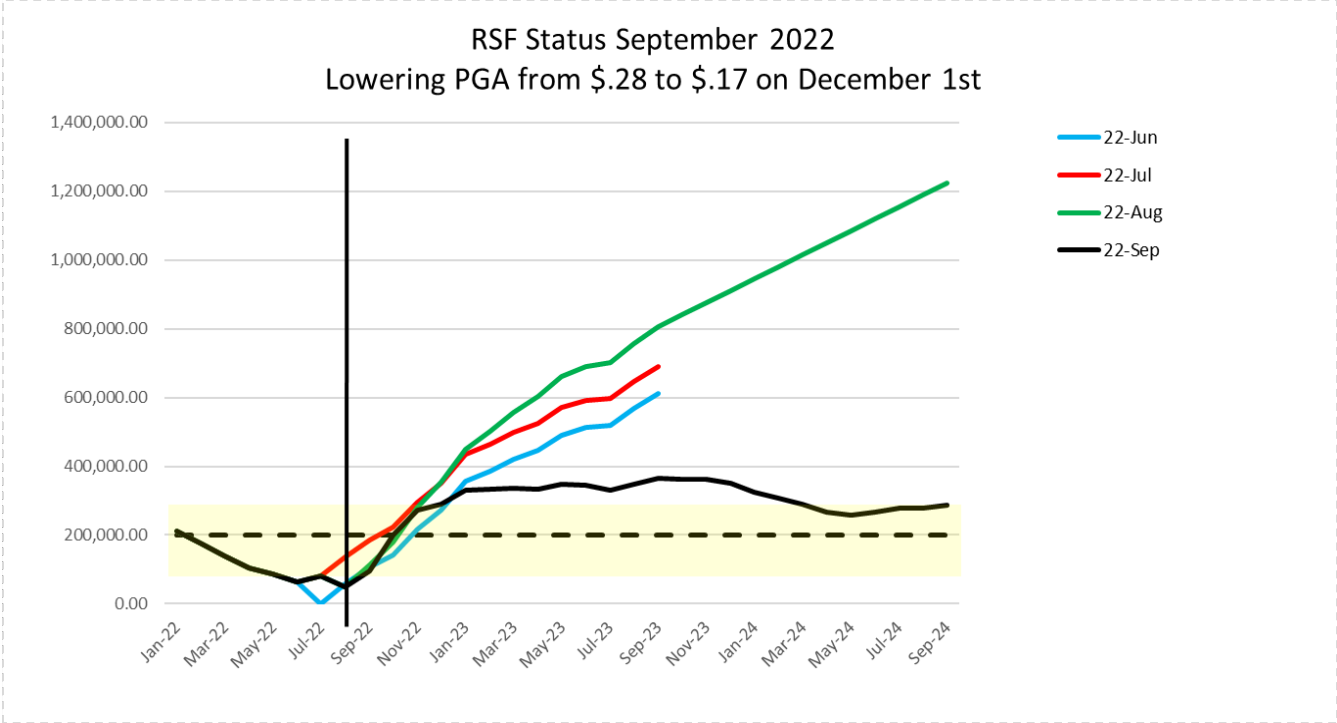
- April 2022-\$6.31/Dth
- May 2022-\$7.87/Dth
- June 2022-\$8.32/Dth
- July 2022-\$9.13/Dth
- September 2022-\$8.10/Dth

You will note the settle prices over the last few months averaged \$7.94. The NYMEX forecast shows the price of gas to average \$5.73/Dth through April 2023. Based on the NYMEX forecast the sensitivity analysis produces the curves below:



The September curve reflects the increase in the PGA which was approved by the Board on March 19, 2022 (from  $-\$.02/\text{ccf}$  to  $+\$.28/\text{ccf}$ ). You will note that with higher production and warmer than normal temperatures natural gas prices have decreased by  $\$2.00$  MMBTU since the middle of August. The RSF will be above operating range by December 2022.

Based on the current status of the RSF, Staff recommends a decrease to the Purchased Gas Adjustment (PGA) of  $-\$.11$  per ccf from  $\$.28$  per ccf to  $\$.17$  per ccf, effective December 1, 2022



**ALTERNATIVES:**

Although Staff recommends decrease to the PGA, the PGA can remain the same if the Board desires.

**ATTACHMENTS:**

None



**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-Department of Finance

**Board Meeting Date:** 11/1/2022

**Item:**  Regular Agenda  Consent Agenda

**Subject:** Bill Comparisons for the Month of September 2022

**Recommendation:**

For information only

**Reviewed By Attorney:**  Yes  No

**Funds Available From:**  No Funds Needed  Budgeted

**Approvals:**

**System Director:** Barbara A. Mika

**Director of Financial Services:** N/A

**Director of Utilities:** [Signature]

# Fort Pierce Utilities Authority



## Memorandum

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<b>To:</b>	Javier Cisneros, P.E., Director of Utilities
<b>Through:</b>	Barbara A. Mika, CGFO, Director of Financial Administration
<b>From:</b>	Michele Harris, CGFO, Finance Manager
<b>Date:</b>	October 26, 2022
<b>Subject:</b>	<b>Bill Comparisons for the Month of September 2022</b>

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### **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**

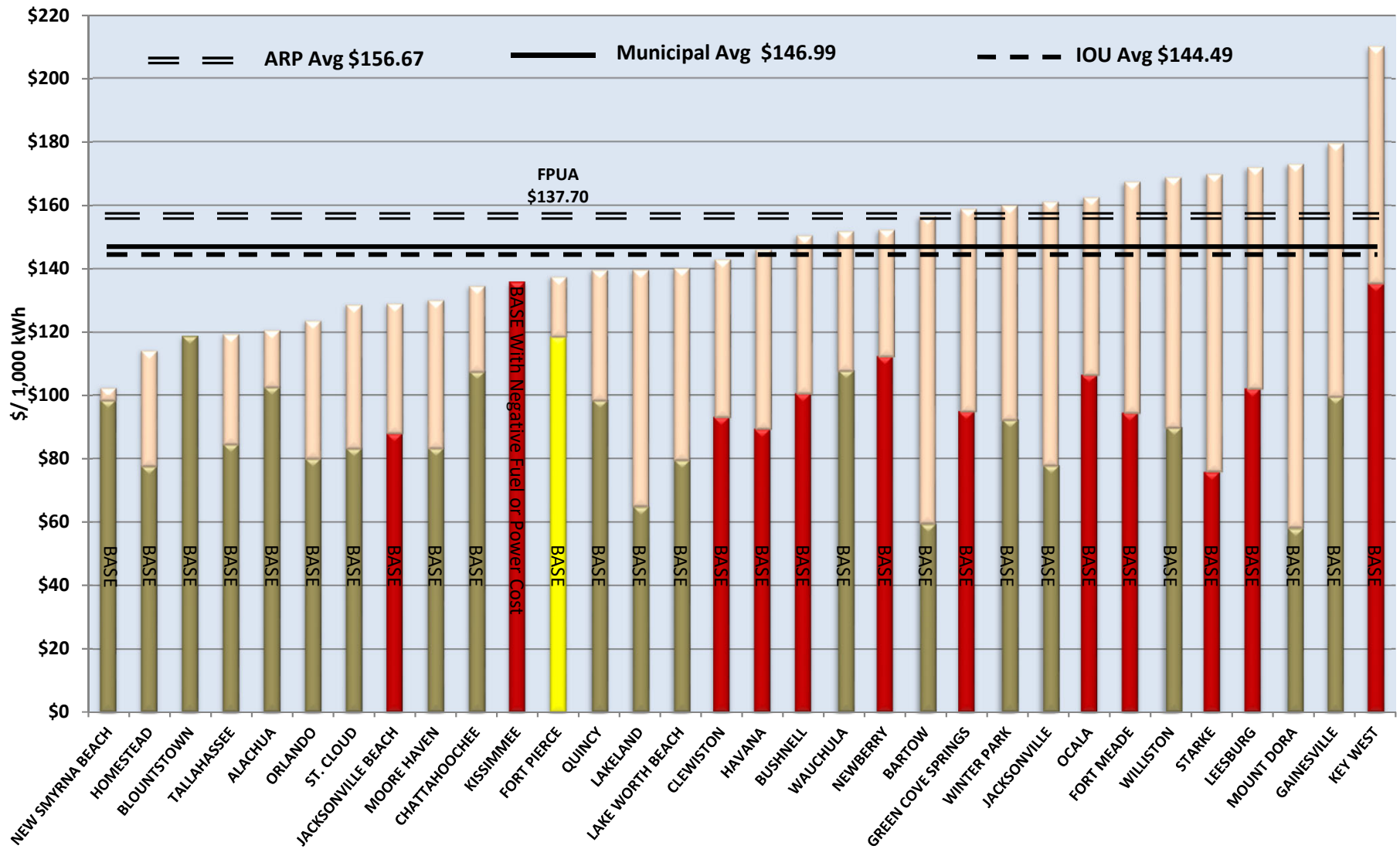
September 2022		1,000 KWH			***	1,200 KWH			***	2,500 KWH			***
CITY	Customer Charge	Base Rate (Includes Customer Charge)	Fuel or Cost Adjustment	Total	Total with franchise or transfer fee and storm hardening fee	Base Rate (Includes Customer Charge)	Fuel or Cost Adjustment	Total	Total with franchise 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
ALACHUA		9.14	102.54	18.50	121.04	123.12	22.20	145.32		257.80	46.25	304.05	
BARTOW		8.70	59.40	97.26	156.66	69.54	116.71	186.25		135.45	243.15	378.60	
BLOUNTSTOWN		5.01	118.85	0.00	118.85	142.62	0.00	142.62		297.13	0.00	297.13	
BUSHNELL		10.00	100.65	50.00	150.65	118.78	60.00	178.78		236.63	125.00	361.63	
CHATTAHOOCHEE		10.15	107.65	27.18	134.83	127.15	32.61	159.76		253.90	67.94	321.84	
CLEWISTON		6.50	93.20	50.00	143.20	110.54	60.00	170.54		223.50	125.00	348.50	
FORT MEADE		12.96	94.56	73.00	167.56	112.88	87.60	200.48		231.96	182.50	414.46	
FORT PIERCE		6.31	118.70	19.00	137.70	142.82	22.80	165.62		299.60	47.50	347.10	
GAINESVILLE	G	16.00	99.59	80.00	179.59	120.71	96.00	216.71		258.00	200.00	458.00	
GREEN COVE SPRINGS		12.00	95.00	64.00	159.00	112.40	76.80	189.20		225.50	160.00	385.50	
HAVANA		6.00	89.50	56.69	146.19	106.20	68.03	174.23		214.75	141.73	356.48	
HOMESTEAD	G	5.60	77.60	37.00	114.60	92.00	44.40	136.40		185.60	92.50	278.10	
JACKSONVILLE	G	5.50	77.83	83.46	161.29	92.30	100.15	192.45		186.33	208.65	394.98	
JACKSONVILLE BEACH		4.50	88.07	41.25	129.32	104.78	49.50	154.28		213.43	103.13	316.56	
KEY WEST	G	24.00	135.35	74.65	210.00	157.62	89.58	247.20		302.38	186.63	489.01	
KISSIMMEE	G	10.17	133.27	-8.38	124.89	173.07	-10.06	163.01	135.95	349.55	-20.95	328.60	356.25
LAKE WORTH BEACH	G	10.55	79.55	60.92	140.47	97.35	75.18	172.53		213.05	106.38	319.43	
LAKELAND	G	11.00	64.87	75.00	139.87	77.08	90.00	167.08		162.57	187.50	350.07	
LEESBURG		12.20	102.08	70.00	172.08	124.42	84.00	208.42		269.61	175.00	444.61	
MOORE HAVEN		8.50	83.30	47.10	130.40	98.26	56.52	154.78		195.50	117.75	313.25	
MOUNT DORA		10.55	58.05	115.00	173.05	67.55	138.00	205.55		129.30	287.50	416.80	
NEW SMYRNA BEACH	G	8.25	98.41	4.25	102.66	119.55	5.10	124.65		256.96	10.63	267.59	
NEWBERRY		9.50	112.50	40.00	152.50	133.10	48.00	181.10		267.00	100.00	367.00	
OCALA		17.00	106.64	56.00	162.64	124.57	67.20	191.77		241.10	140.00	381.10	
ORLANDO	G	15.00	79.98	44.02	124.00	97.98	52.82	150.80		214.95	110.05	325.00	
QUINCY		6.00	98.41	41.40	139.81	116.89	49.68	166.57		237.03	103.50	340.53	
ST. CLOUD	G	15.60	83.18	45.78	128.96	101.90	54.94	156.84		223.55	114.45	338.00	
STARKE		N/A	75.95	93.96	169.91	96.00	112.75	208.75		230.02	234.90	464.92	
TALLAHASSEE	G	8.25	84.56	35.19	119.75	99.82	42.23	142.05		199.03	87.98	287.01	
WAUCHULA		15.00	108.00	44.00	152.00	128.60	52.80	181.40		262.50	110.00	372.50	
WILLISTON		8.00	89.84	79.10	168.94	106.21	94.92	201.13		212.60	197.75	410.35	
WINTER PARK		16.98	83.22	67.87	151.09	100.90	83.44	184.34	160.16	215.82	184.68	400.5	424.53
FL POWER & LIGHT *	G	8.99	80.56	34.87	117.57	124.62	43.84	143.29		151.89	102.18	310.46	329.09
FL POWER & LIGHT NW *	G	8.99	114.60	34.87	151.61	160.71	43.84	184.14		195.19	102.18	395.56	419.29
DUKE ENERGY *	G	12.45	98.89	44.69	143.58	152.19	55.77	173.72		184.14	127.78	369.63	391.81
TAMPA ELECTRIC **	G	21.30	79.46	37.91	129.34	137.10	47.49	154.97		164.27	109.78	321.54	340.83
FLORIDA PUBLIC UTILITIES-NE *	G	16.95	40.68	84.41	137.89	146.16	103.79	167.60		177.66	229.78	360.77	382.42
FLORIDA PUBLIC UTILITIES-NW *	G	16.95	40.68	84.41	137.89	146.16	103.79	167.60		177.66	229.78	360.77	382.42

\*Rates for municipal utilities 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

**FMEA Residential Electric Rate Report**  
**1,000 kWh**  
**August 2022 vs September 2022**

<u>CITY</u>		<u>August</u>	<u>September</u>	<u>INCREASE (DECREASE)</u>
<b>FMPA ARP CITIES:</b>				
BUSHNELL	City	150.65	150.65	-
CLEWISTON	City	143.20	143.20	-
FORT MEADE	City	171.56	167.56	(4.00)
FORT PIERCE	Utility	147.70	137.70	(10.00)
GREEN COVE SPRINGS	City	170.00	159.00	(11.00)
HAVANA	City	141.67	146.19	4.52
JACKSONVILLE BEACH	City	129.32	129.32	-
KEY WEST	Utility	210.00	210.00	-
KISSIMMEE	Utility	145.45	135.95	(9.50)
LEESBURG	City	152.08	172.08	20.00
NEWBERRY	City	152.50	152.50	-
OCALA	City	162.64	162.64	-
STARKE	City	156.38	169.91	13.53
<b>NON-ARP CITIES:</b>				
ALACHUA	City	121.04	121.04	-
BARTOW	City	144.64	156.66	12.02
BLOUNTSTOWN	City	118.85	118.85	-
CHATTAHOOCHEE	City	132.01	134.83	2.82
GAINESVILLE	City	179.59	179.59	-
HOMESTEAD	City	114.60	114.60	-
JACKSONVILLE	Utility	147.38	161.29	13.91
LAKE WORTH BEACH	City	119.38	140.47	21.09
LAKELAND	City	124.87	139.87	15.00
MOORE HAVEN	City	131.00	130.40	(0.60)
MOUNT DORA	City	173.05	173.05	-
NEW SMYRNA BEACH	Utility	102.66	102.66	-
ORLANDO	Utility	124.00	124.00	-
QUINCY	City	153.41	139.81	(13.60)
ST. CLOUD	City	128.96	128.96	-
TALLAHASSEE	City	119.75	119.75	-
WAUCHULA	City	152.00	152.00	-
WILLISTON	City	171.44	168.94	(2.50)
WINTER PARK	City	169.80	160.16	(9.65)
<b>INVESTOR-OWNED:</b>				
FL POWER & LIGHT *		117.57	117.57	-
FL POWER & LIGHT NW *		151.61	151.61	-
DUKE ENERGY*		143.58	143.58	-
TAMPA ELECTRIC**		128.57	129.34	0.77
FLORIDA PUBLIC UTILITIES-NE*		123.37	137.89	14.52
FLORIDA PUBLIC UTILITIES-NW*		123.37	137.89	14.52

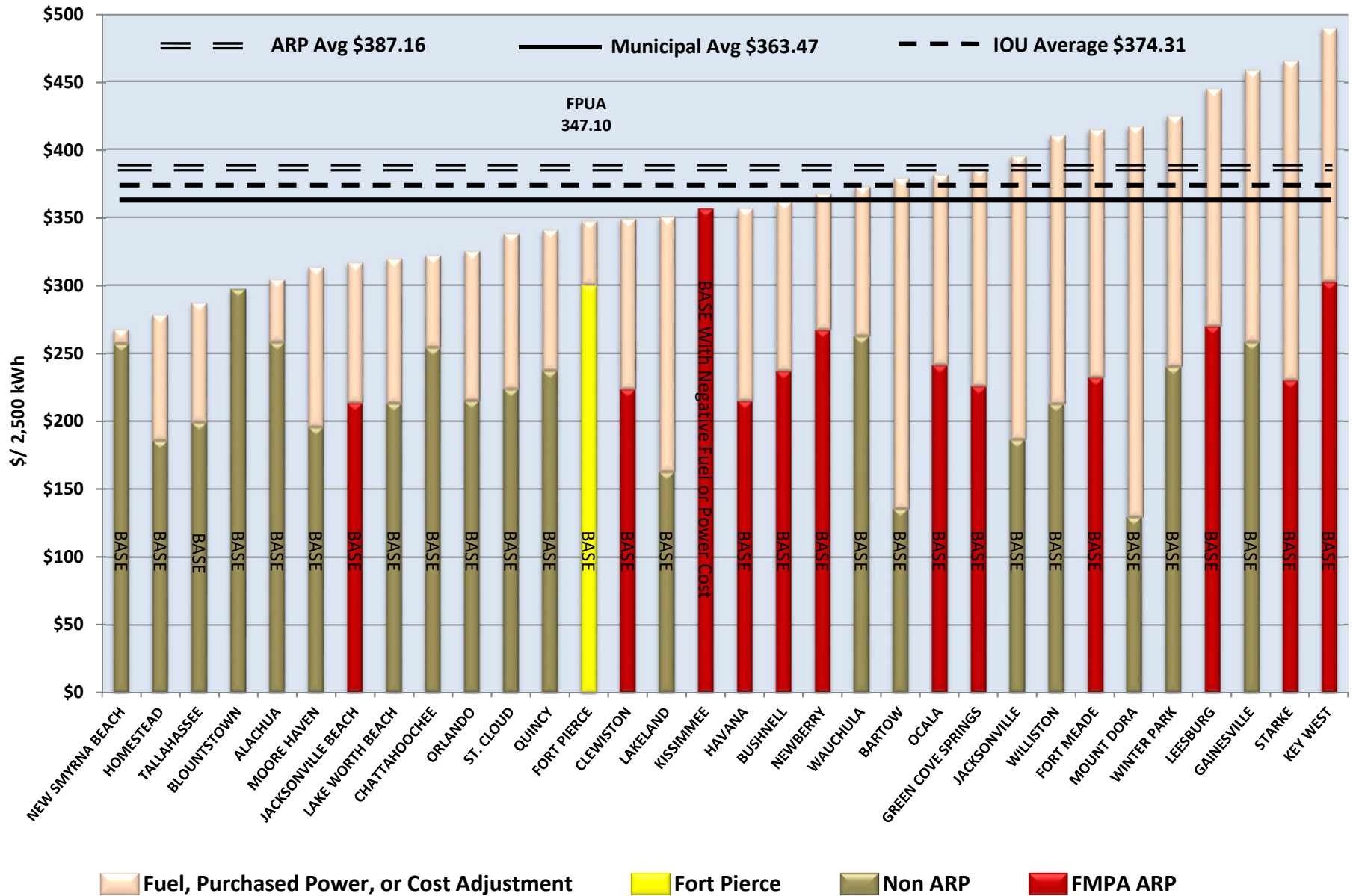
# Residential Electric Bill Comparison (1,000 kWh) - September 2022



Legend for Bill Components:

- Fuel, Purchased Power, or Cost Adjustment
- Non ARP
- Fort Pierce
- FMPA ARP

# Residential Electric Bill Comparison (2,500 kWh) - September 2022



FPUA  
347.10

BASE With Negative Fuel or Power Cost

Fuel, Purchased Power, or Cost Adjustment    Fort Pierce    Non ARP    FMPA ARP

## Treasure Coast Utility Bill Comparison September 2022

Utility	Consumption	Total Utility Bill *					
		Fort Pierce	Fort Pierce**	Port St. Lucie***	St. Lucie County***	Vero Beach***	Martin County***
Electric	1,000 kWh	\$146.27	\$129.91	\$137.97	\$126.95	\$138.01	\$128.09
Water	6,000 gallons	\$46.29	\$46.29	\$39.23	\$52.11	\$22.58	\$32.84
Wastewater	6,000 gallons	\$56.25	\$56.25	\$65.31	\$74.51	\$41.43	\$47.45
<b>Totals</b>		<b>\$248.81</b>	<b>\$232.45</b>	<b>\$242.51</b>	<b>\$253.57</b>	<b>\$202.02</b>	<b>\$208.38</b>

Utility	Current Month Avg.	Current Month Avg.
Electric	1,176 kWh	\$172.38
Water	5,234 gallons	\$42.70
Wastewater	5,234 gallons	\$51.35
<b>Totals</b>		<b>\$266.43</b>

\* Total utility bill amounts include all taxes, fees and charges for homes with average electric, water and sewer usage.

\*\* Utility Bill for approximately 1,200 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**

<b>September 2022</b>	<b>FORT PIERCE</b>		<b>FORT PIERCE FPL</b>		<b>PORT ST. LUCIE</b>		<b>ST. LUCIE COUNTY</b>		<b>VERO BEACH</b>		<b>MARTIN COUNTY</b>	
Customer charge		\$ 6.31		\$ 8.99		\$ 8.99		\$ 8.99		\$ 8.99		\$ 8.99
Fuel:												
First 1,000kWh	\$ 0.01900	19.00	\$ 0.03487	34.87	\$ 0.03487	34.87	\$ 0.03487	34.87	\$ 0.03487	34.87	\$ 0.03487	34.87
Over 1000 kWh at			\$ 0.04487	-	\$ 0.04487	-	\$ 0.04487	-	\$ 0.04487	-	\$ 0.04487	-
Non-fuel:												
Tier 1	\$ 0.10965	82.24	\$ 0.07371	73.71	\$ 0.07371	73.71	\$ 0.07371	73.71	\$ 0.07371	73.71	\$ 0.07371	73.71
Tier 2	\$ 0.12060	30.15	\$ 0.08371	-	\$ 0.08371	-	\$ 0.08371	-	\$ 0.08371	-	\$ 0.08371	-
Electric service amount		137.70		117.57		117.57		117.57		117.57		117.57
Storm charge		-		-		-		-		-		-
Gross receipts tax		3.53		3.10		3.10		3.11		3.10		3.10
Franchise charge		-		-	0.0608	7.33	0.0520	6.27	0.0610	7.36	0.0615	7.42
Utility tax		5.04		9.24		9.97		-		9.98		-
<b>ELECTRIC TOTAL</b>		<b>\$ 146.27</b>		<b>\$ 129.91</b>		<b>\$ 137.97</b>		<b>\$ 126.95</b>		<b>\$ 138.01</b>		<b>\$ 128.09</b>
Customer charge		\$ 16.58		\$ 16.58		\$ 9.92		\$ 22.30		\$ 13.60		\$ 18.56
Water usage:												
Tier 1	\$ 4.25	12.75	\$ 4.25	12.75	\$ 4.65	23.25	\$ 4.00	20.00	\$ 0.83	4.15	\$ 2.38	14.28
Tier 2	\$ 4.25	12.75	\$ 4.25	12.75	\$ 6.06	6.06	\$ 7.05	7.05	\$ 2.78	2.78		
Surcharge/Billing charge		-		-		-		2.76		-		-
Utility tax	10.0%	4.21	10.0%	4.21	-	-	-	-	10.0%	2.05		-
<b>WATER TOTAL</b>		<b>\$ 46.29</b>		<b>\$ 46.29</b>		<b>\$ 39.23</b>		<b>\$ 52.11</b>		<b>\$ 22.58</b>		<b>\$ 32.84</b>
Customer charge		\$ 17.85		\$ 17.85		\$ 17.13		\$ 26.57		\$ 19.89		\$ 19.25
Wastewater gallons billed:	\$ 6.40	38.40	\$ 6.40	38.40	\$ 8.03	48.18	\$ 7.99	47.94	\$ 7.99	21.54	\$ 4.70	28.20
Surcharge/Billing Charge		-		-		-		-		-		-
Franchise charge		-		-		-		-		-		-
<b>WASTEWATER TOTAL</b>		<b>\$ 56.25</b>		<b>\$ 56.25</b>		<b>\$ 65.31</b>		<b>\$ 74.51</b>		<b>\$ 41.43</b>		<b>\$ 47.45</b>
		<b>\$ 248.81</b>		<b>\$ 232.45</b>		<b>\$ 242.51</b>		<b>\$ 253.57</b>		<b>\$ 202.02</b>		<b>\$ 208.38</b>

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
Tier 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.

Florida Municipal Solar Project Update  
Presentation Pending



**BOARD SUBMISSION FORM**

**Department:** 21 - Finance

**Board Meeting Date:** 11/1/22

**Item:**  Regular Agenda  Consent Agenda

**Subject:** August 2022 Financial Operating Results

**Recommendation:**

For information only

**Reviewed By Attorney:**  Yes  No

**Funds Available From:**  No Funds Needed  Budgeted

**Approvals:**

**Systems Director:** Barbara A. Mika

**Director of Financial Services:** N/A

**Director of Utilities:** [Signature]



## Memorandum

To:	Javier Cisneros, P.E., Director of Utilities
Through:	Michele Harris, Finance Manager
From:	Barbara A. Mika, CGFO, Director of Financial Administration
Date:	October 26, 2022
Subject:	August 2022 Financial Operating Results

### **RECOMMENDATION:**

For information only

### **SUMMARY/SUPPORTING INFORMATION:**

Attached for your review is the Financial Summary for the month ended August 31, 2022, and the eleven months then ended. Also attached are statistical schedules detailing unit sales.

**August Combined Operating Revenues** increased \$3,339,000 in FY 2022 in comparison to the same period last year. This rise is a direct result of the pass-through of increased purchased power costs to customers, along with increases in Residential and General Service Sales. During the period, Electric and Water unit sales increased by 5.7% and 4.9% respectively. Gas unit sales decreased 1.0%. Included in the overall Gas Unit Sales decrease are the Gas Contract Unit Sales, which experienced a 15.8% decrease from August of 2021. Wastewater units billed increased 4.5% when compared to August of last year.

**August Combined Operating Expenses** increased by \$3,158,000 as compared to the same period last year. FPUA showed increases in expenses across all categories with the exception of Field Operations. Elevated costs of purchased power were the most notable of all the expense increases.

FPUA had **Year-To-Date Operating Income** of \$7,108,000, a decrease of \$1,690,000 compared to last year's figure of \$8,798,000. Higher operating revenues due to the power cost adjustment and rate increases were offset by near equal increases in Purchases for Resale and General and Administrative expenses. The increase in G&A expenses was primarily attributable to closing costs associated with the Series 2022A and 2022B Revenue and Refunding Bonds. Operating revenues increased 20.9% while operating expenses also increased 25.0%. Across the board increases in other expense categories contributed to the larger margin of increased expenses over revenues.

### **ALTERNATIVES (IF ANY):**

None

### **ATTACHMENTS:**

Financial Summary  
Statistics

**Fort Pierce Utilities Authority**  
**FINANCIAL SUMMARY**  
 Eleven Months Ended  
 August 31, 2022 - Unaudited  
 (Dollars in Thousands)

	<u>Electric</u>	<u>Water</u>	<u>Gas</u>	<u>Wastewater</u>	<u>FPUAnet</u>	<u>MOEC</u>	<u>FY 2022 Combined</u>	<u>FY 2021 Combined</u>
<b>CURRENT MONTH</b>								
Operating Revenues	\$9,286	\$1,826	\$615	\$1,272	\$73	\$16	\$13,088	\$9,749
Operating Expenses	<u>(8,596)</u>	<u>(1,691)</u>	<u>(625)</u>	<u>(1,142)</u>	<u>(79)</u>	<u>(40)</u>	<u>(12,173)</u>	<u>(9,015)</u>
Operating Income (Loss)	690	135	(10)	130	(6)	(24)	915	734
Distribution to City	-	-	-	-	-	-	-	-
Other Non-Operating Revenues (Expenses)	(50)	(94)	(34)	(289)	(9)	-	(476)	(187)
Capital Contributions	22	256	-	381	-	-	659	163
Capacity Reductions	-	-	-	-	-	-	-	-
Extraordinary Income (Expense)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>CHANGE IN NET POSITION</b>	<b>662</b>	<b>297</b>	<b>(44)</b>	<b>222</b>	<b>(15)</b>	<b>(24)</b>	<b>1,098</b>	<b>710</b>
Distribution Adjustment	<u>(348)</u>	<u>(99)</u>	<u>(25)</u>	<u>(71)</u>	<u>-</u>	<u>-</u>	<u>(544)</u>	<u>(529)</u>
Adj. Change in Net Position	<u><u>\$314</u></u>	<u><u>\$198</u></u>	<u><u>(\$69)</u></u>	<u><u>\$151</u></u>	<u><u>(\$15)</u></u>	<u><u>(\$24)</u></u>	<u><u>\$554</u></u>	<u><u>\$181</u></u>
<b>YEAR TO DATE</b>								
Operating Revenues	\$74,844	\$18,775	\$6,275	\$13,498	\$526	\$370	\$114,288	\$94,527
Operating Expenses	<u>(70,799)</u>	<u>(16,978)</u>	<u>(5,945)</u>	<u>(12,126)</u>	<u>(856)</u>	<u>(476)</u>	<u>(107,180)</u>	<u>(85,729)</u>
Operating Income (Loss)	4,045	1,797	330	1,372	(330)	(106)	7,108	8,798
Distribution to City	(4,180)	(1,191)	(296)	(857)	-	-	(6,524)	(6,342)
Other Non-Operating Revenues (Expenses)	(694)	(794)	(105)	(356)	(18)	46	(1,921)	(1,865)
Capital Contributions	369	1,460	40	1,198	35	8	3,110	5,494
Capacity Reductions	-	-	-	-	-	-	-	-
Extraordinary Income (Expense)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>CHANGE IN NET POSITION</b>	<b>(460)</b>	<b>1,272</b>	<b>(31)</b>	<b>1,357</b>	<b>(313)</b>	<b>(52)</b>	<b>1,773</b>	<b>6,085</b>
Distribution Adjustment	<u>348</u>	<u>99</u>	<u>25</u>	<u>71</u>	<u>-</u>	<u>-</u>	<u>544</u>	<u>529</u>
Adj. Change in Net Position	<u><u>(\$112)</u></u>	<u><u>\$1,371</u></u>	<u><u>(\$6)</u></u>	<u><u>\$1,428</u></u>	<u><u>(\$313)</u></u>	<u><u>(\$52)</u></u>	<u><u>\$2,317</u></u>	<u><u>\$6,614</u></u>

**DEBT SERVICE COVERAGE**

For the Twelve Months Ended August 31, 2022	<u>3.09 x</u>
For the Twelve Months Ended September 30, 2021	<u>3.54 x</u>

**Fort Pierce Utilities Authority**

**ELECTRIC STATISTICS**

August 2022

(In Megawatt Hours)

	Current Month		11 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
<b>POWER PURCHASED FROM FMPA</b>						
All-Requirements Project	53,390	51,879	439,961	441,142	489,850	488,751
St. Lucie Nuclear	9,890	9,239	104,634	100,044	109,308	109,522
<b>TOTAL POWER PURCHASED</b>	<b>63,280</b>	<b>61,118</b>	<b>544,595</b>	<b>541,186</b>	<b>599,158</b>	<b>598,273</b>
<b>MEGAWATT HOURS SOLD</b>						
Residential	27,306	25,594	226,482	227,603	253,595	255,302
General Service	29,637	28,217	283,951	282,285	314,635	312,010
Traffic Signals	67	67	737	736	804	803
Public Street & Highway Lighting	265	268	2,934	2,947	3,202	3,215
Rental Lights	402	432	4,595	4,794	5,025	5,239
<b>TOTAL MEGAWATT HOURS SOLD</b>	<b>57,677</b>	<b>54,578</b>	<b>518,699</b>	<b>518,365</b>	<b>577,261</b>	<b>576,569</b>
Non-Revenue Electric Departments	75	78	773	751	866	837
<b>TOTAL MWH ACCOUNTED FOR</b>	<b>57,752</b>	<b>54,656</b>	<b>519,472</b>	<b>519,116</b>	<b>578,127</b>	<b>577,406</b>
MWH not accounted for					21,031	20,867
Percent not accounted for					3.51%	3.49%
<b>Gross Peak Demand (60 min. integrated)</b>	<b>119</b>	<b>115</b>	<b>119</b>	<b>115</b>	<b>119</b>	<b>116</b>
<b>SERVICES BILLED</b>						
			<u>% Change</u>			
Residential - Inside City	19,952	19,814	0.7%			
Residential - Outside City	3,949	3,956	-0.2%			
General Service - Inside City	4,323	4,312	0.3%			
General Service - Outside City	857	865	-0.9%			
<b>TOTAL</b>	<b>29,081</b>	<b>28,947</b>	<b>0.5%</b>			
Above services do not include:						
Rental Light Services	4,976	4,951				

**Fort Pierce Utilities Authority**

**NATURAL GAS STATISTICS**

August 2022

(In CCFs)

	Current Month		11 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
<b>GAS PURCHASED FOR RESALE</b>						
Purchases for Non-Contract Customers	259,776	256,806	3,044,892	3,027,563	3,277,169	3,236,187
Purchases for Contract Customers	155,130	132,322	1,764,285	1,579,664	1,888,947	1,717,644
<b>Total Input to System</b>	<b>414,906</b>	<b>389,128</b>	<b>4,809,177</b>	<b>4,607,227</b>	<b>5,166,116</b>	<b>4,953,831</b>
<b>CCFS SOLD</b>						
Residential	27,314	28,363	397,995	401,089	428,611	431,972
General Service	227,807	205,707	2,478,827	2,565,577	2,702,002	2,750,483
Heat Only	-	-	309	796	309	802
Contract Sales						
Commercial	65,341	108,192	1,082,237	1,025,602	1,183,409	1,116,202
Industrial	68,830	51,140	651,580	559,720	682,730	589,390
<b>TOTAL CCFS SOLD</b>	<b>389,292</b>	<b>393,402</b>	<b>4,610,948</b>	<b>4,552,784</b>	<b>4,997,061</b>	<b>4,888,849</b>
CCF's not accounted for					169,055	64,982
Percent not accounted for					3.27%	1.31%
<b>SERVICES BILLED</b>						
			<u>% Change</u>			
Residential	3,572	3,585	-0.4%			
General Service	502	500	0.4%			
Heat Only	-	-	0.0%			
<b>TOTAL</b>	<b>4,074</b>	<b>4,085</b>	<b>-0.3%</b>			

**Fort Pierce Utilities Authority**

**WATER STATISTICS**

August 2022

(In Thousands of Gallons)

	Current Month		11 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
<b>WATER AVAILABLE FOR SALE</b>						
Raw Water Treated	312,706	304,400	3,299,160	3,290,553	3,582,192	3,572,460
Water from Distribution System	6,785	1,145	62,866	57,723	63,992	62,704
Less Deepwell Concentrate	(28,017)	(22,764)	(273,790)	(246,059)	(295,611)	(266,073)
Less Used in Plant	(3,549)	(1,674)	(19,965)	(19,340)	(21,585)	(20,960)
Water from or (left-in) Storage	2,608	236	2,861	(91)	2,517	436
<b>FINISHED WATER FROM PLANT</b>	290,533	281,343	3,071,132	3,082,786	3,331,505	3,348,567
Purchased for Resale (Interconnects)	-	-	966	-	966	-
<b>TOTAL WATER AVAILABLE FOR SALE</b>	<u>290,533</u>	<u>281,343</u>	<u>3,072,098</u>	<u>3,082,786</u>	<u>3,332,471</u>	<u>3,348,567</u>
<b>GALLONS SOLD</b>						
Residential - Inside City	64,261	59,678	695,594	690,332	758,460	751,553
Residential - Outside City	18,163	17,344	205,786	205,579	224,673	223,215
General Service - Inside City	83,939	77,355	902,562	890,150	985,850	967,304
General Service - Outside City	51,610	49,655	556,149	519,407	606,426	566,083
Sales for Resale	25,592	28,060	350,912	420,098	378,087	474,741
<b>TOTAL GALLONS SOLD</b>	243,565	232,092	2,711,003	2,725,566	2,953,496	2,982,896
System Use	16,466	10,440	168,569	152,824	179,368	170,057
<b>TOTAL GALLONS ACCOUNTED FOR</b>	<u>260,031</u>	<u>242,532</u>	<u>2,879,572</u>	<u>2,878,390</u>	<u>3,132,864</u>	<u>3,152,953</u>
Gallons not accounted for					199,607	195,614
Percent not accounted for					5.99%	5.84%
<b>Average Daily Usage</b>	9,372	9,076	9,170	9,201	9,129	9,172
<b>Highest Daily Usage</b>	10,195	9,566	10,512	10,838	10,512	10,838
<b>SERVICES BILLED</b>						
			<u>% Change</u>			
Residential - Inside City	13,821	13,415	3.0%			
Residential - Outside City	4,570	4,487	1.8%			
General Service - Inside City	3,043	3,032	0.4%			
General Service - Outside City	649	653	-0.6%			
<b>TOTAL</b>	<u>22,083</u>	<u>21,587</u>	2.3%			
Above services include:						
Irrigation	430	420				
Unmetered Fire Protection	431	434				
<b>TOTAL</b>	<u>861</u>	<u>854</u>				

**Fort Pierce Utilities Authority**

**WASTEWATER STATISTICS**

August 2022

(In Thousands of Gallons)

	Current Month		11 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
<b>GALLONS BILLED</b>						
Residential - Inside City	55,148	51,245	596,969	591,236	650,734	643,776
Residential - Outside City	4,292	3,841	50,920	49,074	55,232	53,121
General Service - Inside City	60,637	58,299	694,976	696,513	757,136	754,770
General Service - Outside City	10,362	9,323	122,494	107,469	133,817	118,137
SLC Bulk	4,808	5,910	78,326	129,539	85,989	144,774
Leachate Disposal	-	758	9,224	7,539	10,106	7,539
<b>TOTAL GALLONS BILLED</b>	<b>135,247</b>	<b>129,376</b>	<b>1,552,909</b>	<b>1,581,370</b>	<b>1,693,014</b>	<b>1,722,117</b>

<b>WASTEWATER TREATED</b>			<u>% Change</u>
(In Millions of Gallons per Day)			
Average Daily Flow	5.19	5.68	-8.6%
Peak Flow	5.39	6.91	-22.0%

<b>SERVICES BILLED</b>			
Residential - Inside City	12,264	11,884	3.2%
Residential - Outside City	1,426	1,399	1.9%
General Service - Inside City	2,393	2,394	0.0%
General Service - Outside City	244	242	0.8%
<b>TOTAL</b>	<b>16,327</b>	<b>15,919</b>	<b>2.6%</b>

## Fort Pierce Utilities Authority

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



### Board Submission Form

10/25/2022

**Department:** 35 - Facilities

**Board Meeting Date:** 11/01/2022

**Item Type:** Contract Agreement

**Subject:** Floor Resurfacing Amendment No. 1

#### Recommendation:

On November 14, 2018 the Board Approved the miscellaneous floor coating contract with Miracle Method of Orlando Florida. Approve Amendment No. 1 to the Miscellaneous Floor coating contract with Miracle Method of Orlando Florida for two additional one-year renewal options, contingent upon receipt of the required Certificate of Insurance. Amendment No.1 will be effective November 15th 2022 until November 14th 2023.

**Reviewed By Attorney:** NA (FPUA Standard Contract)

**Funds Available From:**  No Funds Needed  Budgeted  Contingency

#### Approvals:

**System Director:** RETFERFORD, DANIEL PAUL Sep 20 2022 3:07PM

**Director of Finance:** MIKA, BARBARA A. Oct 24 2022 5:17PM

**Director of Utilities:** CISNEROS, JAVIER Oct 25 2022 8:50AM



Memorandum

**TO:** Javier Cisneros, P.E., Director of Utilities  
**THROUGH:** Daniel Paul Retherford, Director of Util Support Svcs.  
**FROM:** Eric R. Winterstein, Cfm, Facilities And Fleet Super  
**DATE:** October 25, 2022  
**SUBJECT:** **Floor Resurfacing Amendment No. 1**  
**PRESENTER(S):** Eric Winterstein

**RECOMMENDATION:**

On November 14, 2018 the Board Approved the miscellaneous floor coating contract with Miracle Method of Orlando Florida. Approve Amendment No. 1 to the Miscellaneous Floor coating contract with Miracle Method of Orlando Florida for two additional one-year renewal options, contingent upon receipt of the required Certificate of Insurance. Amendment No.1 will be effective November 15th 2022 until November 14th 2023.

**SUMMARY/SUPPORTING INFORMATION**

Miracle Method has epoxy coated numerous FPUA floors at multiple facilities. The extension of the contract would allow FPUA to coat the floors in its critical power, electrical, and mechanical rooms with the same product that was installed at other FPUA facilities.

**ALTERNATIVES (IF ANY):**

Request proposals from other Miracle Method floor coating contractors in order to keep floor coating product the same as previously used in FPUA's other facilities.

**ATTACHMENTS:**

FPUA Contract Amendment 1 (Board Ready)

**AMENDMENT 1**  
**TO THE CONTRACT FOR**  
**FLOOR RESURFACING**  
**POA NO. 23-35-012**

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, between **Fort Pierce Utilities Authority (FPUA)** and **Naro & Sons LLC dba Miracle Method of Corpus Christi**, (Contractor) entered into on November 20, 2018 as follows:

**Section 9**

**Delete:** “There shall be four (4) one-year renewal options on terms and conditions that are mutually acceptable in writing to the parties. The Contract will remain in effect in the event of a natural disaster.”

**Replace with:** “There shall be six (6) one-year renewal options on terms and conditions that are mutually acceptable in writing to the parties. The Contract will remain in effect in the event of a natural disaster, pandemic or other emergency event(s).”

**Section 14**

**Add:** The following shall be included as a new Section 14:

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

**B. 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.

**C. 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.

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


Except as 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:

**NARO & SONS LLC**  
**DBA MIRACLE METHOD OF CORPUS CHRISTI**

BY:   
Signature/Officer of Firm (Manual)

Eddie Naro  
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

## Fort Pierce Utilities Authority

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



### Board Submission Form

10/25/2022

**Department:** 35 - Facilities

**Board Meeting Date:** 11/01/2022

**Item Type:** Contract Agreement

**Subject:** Surge Protectors for the ESC Electrical Switchgear

#### Recommendation:

POA No. 23-35-006: Approve the contract for the procurement and installation of surge protective devices on the electrical switchgear at the Energy Services Center with Graybar Electric Company, Inc. of Clayton, Missouri, in an amount not exceed \$36,013.45, through participation in the Omnia Partners and U.S. Communities Agreement/Solicitation No. EV2370. The contract will commence on written notice to proceed and end upon completion and acceptance by FPUA, contingent on receiving the required Certificate(s) of Insurance.

#### Reviewed By Attorney:

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

#### Approvals:

**System Director:** RETFERFORD, DANIEL PAUL Oct 10 2022 2:24PM

**Director of Finance:** MIKA, BARBARA A. Oct 19 2022 9:46AM

**Director of Utilities:** CISNEROS, JAVIER Oct 25 2022 8:52AM



Memorandum

**TO:** Javier Cisneros, P.E., Director of Utilities  
**THROUGH:** Daniel Paul Retherford, Director of Util Support Svcs.  
**FROM:** Eric R. Winterstein, Cfm, Facilities And Fleet Super  
**DATE:** October 25, 2022  
**SUBJECT:** **Surge Protectors for the ESC Electrical Switchgear**  
**PRESENTER(S):** Eric Winterstein

**RECOMMENDATION:**

POA No. 23-35-006: Approve the contract for the procurement and installation of surge protective devices on the electrical switchgear at the Energy Services Center with Graybar Electric Company, Inc. of Clayton, Missouri, in an amount not exceed \$36,013.45, through participation in the Omnia Partners and U.S. Communities Agreement/Solicitation No. EV2370. The contract will commence on written notice to proceed and end upon completion and acceptance by FPUA, contingent on receiving the required Certificate(s) of Insurance.

**SUMMARY/SUPPORTING INFORMATION**

The Energy Services Center houses multiple systems that are vital to utility operations and reliability. These essential systems include SCADA systems, server and communication equipment rooms, critical power systems, life safety apparatus, and building management systems. The addition of surge protective devices will help to protect critical equipment and systems by limiting transient voltages and diverting surge currents to assist in ensuring power quality within the building electrical infrastructure.

Staff recommends approval of the contract with Graybar Electric Company, Inc. for the procurement and installation of surge protective devices at the Energy Services Center.

**ALTERNATIVES (IF ANY):**

Do not approve. This is not recommended as failure to install surge protective devices could leave FPUA exposed to critical system and equipment damage resulting in costly repairs, system outages, and reduced reliability. Loss of critical systems could jeopardize FPUA's compliance status with governing agencies such as NERC, the fire district, and others. The ESC is the command center for utility operations and also acts as the Emergency Operations Center for FPUA storm restoration.

**ATTACHMENTS:**

FPUA Contract (Board Ready)

**FORT PIERCE UTILITIES AUTHORITY**  
**CONTRACT FOR**  
**SURGE PROTECTORS FOR ESC ELECTRICAL SWITCHGEAR**  
**POA NO. 23-35-006**

Contract is made between **Fort Pierce Utilities Authority (FPUA)** and **Graybar Electric Company, Inc.**, of the City of Clayton, State of Missouri, 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: purchase and installation of surge protectors for electrical switchgear at ESC in accordance with, and through participation in the US Communities Contract No. EV2370, and Contractor's proposal/quote no. 0241678367 (Attachment B) appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Contract. In the event of a conflict between the terms of this Contract and the terms and conditions of any proposal, quote, statement of work, or purchase order provided by Contractor the terms of this Contract shall take precedence and control.

**Section 3**

The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: Energy Services Center (ESC) located at 1701 S. 37<sup>th</sup> Street, Fort Pierce, FL.

**Section 4**

The job upon which Contractor is to perform the services shall be referred to as the Surge Protectors for ESC Electrical Switchgear, POA 23-35-006 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](mailto: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 \$36,013.45 (thirty-six thousand thirteen dollars and forty-five cents) on the terms contained in the Contractor's proposal for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Contract.

## **Section 6**

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

## **Section 7**

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

## **Section 8**

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

## **Section 9**

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

## **Section 10**

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

## **Section 11**

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

## **Section 12**

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

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

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

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

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

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

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

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

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

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

### **Section 13**

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

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

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

H. **Public Records.**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@FPUA.COM, (772) 466-1600, OR PO BOX 3191, FORT PIERCE, FL 34948-3191.**

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

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

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

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

[signatures are on the following page]

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

Signed, sealed and delivered in the presence of:

**GRAYBAR ELECTRIC COMPANY, INC.**

BY: Brad Oxley  
Signature/Officer of Firm (Manual)

Digitally signed by Brad Oxley  
DN: cn=Brad Oxley, email=brad.oxley@graybar.com, o=Graybar Electric, OU=Management,  
ou=Brad Oxley  
Location: Melbourne  
Reason: I am approving this document  
Contact Info: 321-788-2661  
Date: 2022.10.18 08:28:04-0400

Brad Oxley  
Name (Typed or Printed)

TITLE: Area Manager

DATE: 10/18/2022

ATTEST:

\_\_\_\_\_  
Secretary  
(FPUA Seal)

**FORT PIERCE UTILITIES AUTHORITY**

BY: \_\_\_\_\_  
Chairman

DATE: \_\_\_\_\_

APPROVED AS TO FORM & CORRECTNESS:

BY:   
Fort Pierce Utilities Authority Attorney

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Certificates of Insurance must be completed as follows:**

**Additional Insured:**

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

**Certificate Holder**

**Fort Pierce Utilities Authority**

**Attn: Risk Management**

**PO Box 3191**

**Fort Pierce FL 34948-3191**

Certificates may be emailed to: [risk@fpu.com](mailto:risk@fpu.com)

(Rev. 02/2019)



3451 OLEANDER AVE  
 FORT PIERCE FL 34982-6537  
 Phone: 772-828-4300  
 Fax: 772-465-8905

To: FORT PIERCE UTILITIES AUTH/ MRO  
 MRO  
 1701 S 37TH STREET  
 FORT PIERCE FL 34947-4580  
 Attn: Joel Spades  
 Phone: 772-466-1600  
 Fax: 772-467-2504  
 Email: david.bockoras@graybar.com

Date: 09/22/2022  
**Proj Name: TVSS**  
**GB Quote #: 0241678367**  
 Release Nbr:  
 Purchase Order Nbr:  
 Additional Ref#  
 Valid From: 09/22/2022  
 Valid To: 10/22/2022  
 Contact: DAVID BOCKORAS  
 Email: david.bockoras@graybar.com

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

### Notes: PER U.S. COMMUNITIES CONTRACT # EV2370

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		1 EA	SQUARE D CO.	PER SQUARE D COMPANY INC Q		\$26,635.90	1	\$26,635.90
***Item Note:*** 17- 425120YP10AWAJ10-ASCO SPD 120/208V 3P 100kA Wires DC Panels: L1A, L1B, L1C, L1D, L1E, G, L2A, L2B, L2D, L2C, UL2C, NP1, NLDP, ULDP, UL2B, UL2A, UL2 1- 425277YP10AWAJ10-ASCO SPD 277/480V 3P 100kA Wires DC Panel: NHDP 3- SSP04XDSE20A-XDSE Type 2 SPD 480Y277V 3ph4 wire 200kA Panel: H2A, H2B, H1A 1- SSP02XDSE20A-XDSE Type 2 SPD 208/120V 3 ph4 wire 200kA Panel: L2DP 1- 460277YP40ARCE10-ASCO SPD 277/480V 3P 400kA Disc DC SC Panel: MSB								
200		15 EA	SQUARE D CO.	QOB330	CB 240V 30A/3P BOLT ON	\$174.17	1	\$2,612.55
GB Part #: 88243123 UPC #: 78590141712								
300		1 EA	SQUARE D CO.	EDB34030	MINIATURE CIRCUIT BREAKER 480Y/277V 30A	\$397.70	1	\$397.70
GB Part #: 96058956 UPC #: 78590187526								
400		5 EA	SQUARE D CO.	HDA36030	MOLDED CASE CIRCUIT BREAKER 600V 30A	\$633.46	1	\$3,167.30
GB Part #: 25047380 UPC #: 78590141993								

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at [https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370\\_Graybar\\_MAD\\_2017\\_12\\_20.pdf](https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf)

To: FORT PIERCE UTILITIES AUTH/ MRO  
MRO  
1701 S 37TH STREET  
FORT PIERCE FL 34947-4580  
Attn: Joel Spades

Date: 09/22/2022  
Proj Name: TVSS  
GB Quote #: 0241678367

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

500	1 EA	WILLIAM J WARD	WILLIAM J WARD ELEC CONTRACTOR LLC	\$3,200.00	1	\$3,200.00
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\*\*\*Item Note:\*\*\*

LABOR FOR INSTALL OF SPD/TVSS FOR ONLY PANELS LISTED BELOW  
1st floor electrical room #166  
Panel H1A 3phase 277/480V 400A MCB Square D I-Line cat. #L2-3323237E0  
Panel L1DP 3phase 120/208V 450A MCB Square D I-Line cat. #123323237B0  
Panel L1A 3phase 120/208V 225A MLO Square D cat. #NQOD442L225CU  
Panel L1B 3phase 120/208V 225A MLO Square D cat. #NQOD442L225CU  
Panel L1C 3phase 120/208V 225A MLO Square D cat. #NQOD442L225CU  
Panel L1D 3phase 120/208V 225A MLO Square D cat. #NQOD442L225CU  
Panel L1E 3phase 120/208V 225A MLO Square D cat. #NQOD442L225CU  
2nd Floor Electrical Room #236  
Panel H2A 3phase 277/480V 225A MCB Square D cat. #NEHB-42441-2CU  
Panel H2B 3phase 277/480V 400A MCB Square D cat. #12-3411228A0  
Panel L2DP 3phase 120/208V 350A MCB Square D cat. #12-3323237C0  
Panel L2B 3phase 120/208V 225A MLO Square D cat. #NQOD442L225CU  
Panel L2C 3phase 120/208V 225A MLO Square D cat. #NQOD442L225CU  
Panel L2D 3phase 120/208V 225A MLO Square D cat. #NQOD442L225CU

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Total in USD (Tax not included): \$36,013.45

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

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MRO  
1701 S 37TH STREET  
FORT PIERCE FL 34947-4580  
Attn: Joel Spades

Date: 09/22/2022  
**Proj Name: TVSS**  
**GB Quote #: 0241678367**

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

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**Signed:** [signatures shown on signature page of contract]

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

**To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)**

**24-Hour Emergency Phone#: 1-800-GRAYBAR**

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## Fort Pierce Utilities Authority

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



### Board Submission Form

10/25/2022

**Department:** 62 - Water Resources

**Board Meeting Date:** 11/01/2022

**Item Type:** Contract Agreement

**Subject:** MCC Breaker Testing

#### Recommendation:

POA No. 23-62-001: Approve the sole source Contract with ABB Inc., of Cary, North Carolina, for MCC Breaker Testing in an amount not to exceed \$9,899. The initial term of this Contract will commence upon written notice to proceed and end on final completion of the work and acceptance by FPUA, 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:

<b>System Director:</b>	<u>HUTCHINSON, BOWDOIN G.</u>	<u>Oct 25 2022</u>	<u>9:27AM</u>
<b>Director of Finance:</b>	<u>MIKA, BARBARA A.</u>	<u>Oct 25 2022</u>	<u>9:52AM</u>
<b>Director of Utilities:</b>	<u>CISNEROS, JAVIER</u>	<u>Oct 25 2022</u>	<u>2:29PM</u>



Memorandum

**TO:** Javier Cisneros, P.E., Director of Utilities  
**THROUGH:** Bowdoin G. Hutchinson, P.E., Director of W/WW Systems  
**FROM:** Brian Keith Stephens, Wr Superintendent  
**DATE:** October 25, 2022  
**SUBJECT:** **MCC Breaker Testing**  
**PRESENTER(S):** Keith Stephens

**RECOMMENDATION:**

POA No. 23-62-001: Approve the sole source Contract with ABB Inc., of Cary, North Carolina, for MCC Breaker Testing in an amount not to exceed \$9,899. The initial term of this Contract will commence upon written notice to proceed and end on final completion of the work and acceptance by FPUA, contingent on receiving the required Certificate(s) of Insurance.

**SUMMARY/SUPPORTING INFORMATION**

Breaker Testing is needed for the 480 volt switchgear required to provide the necessary normal and emergency power for the Water Treatment Plant. Specialized testing is required to be completed by a qualified technician. It is recommended that testing be completed every 5 to 8 years. The last testing was completed 8 years ago.

**ALTERNATIVES (IF ANY):**

None recommended, due to the fact that ABB is the original equipment manufacturer.

**ATTACHMENTS:**

FPUA Contract (Board Ready)

**FORT PIERCE UTILITIES AUTHORITY**  
**CONTRACT FOR**  
**MCC BREAKER TESTING**  
**POA NO. 23-62-001**

Contract is made between **Fort Pierce Utilities Authority (FPUA)** and **ABB Inc.**, of the City of Cary, State of North Carolina, 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: primary injection testing of the MCC Breakers in accordance with Contractor's quote No. G-M664367-0622TN R1 (Attachment B) appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Contract. In the event of a conflict between the terms of this Contract and the terms and conditions of any proposal, quote, statement of work, or purchase order provided by Contractor the terms of this Contract shall take precedence and control.

**Section 3**

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

**Section 4**

The job upon which Contractor is to perform the services shall be referred to as the MCC Breaker Testing, POA 23-62-001 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](mailto: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 \$9,899.00 (nine thousand eight hundred ninety-nine dollars and no cents) on the terms contained in the Contractor's proposal for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Contract.

## **Section 6**

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

## **Section 7**

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

## **Section 8**

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

## **Section 9**

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

## **Section 10**

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

## **Section 11**

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

## **Section 12**

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

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

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

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

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

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

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

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

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

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

### **Section 13**

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

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

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

H. **Public Records.**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@FPUA.COM, (772) 466-1600, OR PO BOX 3191, FORT PIERCE, FL 34948-3191.**

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

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

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

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

[signatures are on the following page]

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

Signed, sealed and delivered in the presence of:

**ABB INC.**

BY: Jeff Boaz  
Signature/Officer of Firm (Manual)

Jeff Boaz  
Name (Typed or Printed)

TITLE: Service Director

DATE: 10/11/2022

BY: Mark Hammes  
Signature/Officer of Firm (Manual)

Mark Hammes  
Name (Typed or Printed)

TITLE: Director - Commercial Operations

DATE: 10/24/2022

ATTEST:  
  
\_\_\_\_\_  
Secretary  
(FPUA Seal)

**FORT PIERCE UTILITIES AUTHORITY**

BY: \_\_\_\_\_  
Chairman

DATE: \_\_\_\_\_

APPROVED AS TO FORM & CORRECTNESS:

BY: RNK  
Fort Pierce Utilities Authority Attorney

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Certificates of Insurance must be completed as follows:**

**Additional Insured:**

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

**Certificate Holder**

**Fort Pierce Utilities Authority**

**Attn: Risk Management**

**PO Box 3191**

**Fort Pierce FL 34948-3191**

Certificates may be emailed to: [risk@fpu.com](mailto:risk@fpu.com)

(Rev. 02/2019)



Parts & Service: 1-888-434-7378

**BUYERS INFORMATION:**

Requested by	Joe Gibson
Company	Ft. Pierce Utilities Authority Water Resources
Address	715 South 25 <sup>th</sup> Street Ft. Pierce, FL 34947
Phone	772-466-1600, Ext. 4390
Email	<a href="mailto:jgilson@fpu.com">jgilson@fpu.com</a>
Ship To/End User: Products & Services	Ft. Pierce Utilities Authority 715 South 25 <sup>th</sup> Street Ft. Pierce, FL
ABB Service Contact	Rob Morris 216-389-8718
RE	Field Services

NOTICE: This quotation is void unless accepted within 30 days from date hereof and is subject to change upon notice. However, if ABB elects to perform the services covered by the quotation, in response to an order placed 30 or more days after the date of the quotation, the terms of the quotation will apply.

<b>PROPOSAL NO.</b>	G-M664367-0622TN_R1
<b>DATE Revised</b>	July 20, 2022

**SUBMIT PURCHASE ORDER TO:  
ABB INC.**

ABB Contact	Jacky Miles
Address	305 Gregson Drive Cary, NC 27511-6496
Phone	704-605-1094
Email	<a href="mailto:Jacky.Miles@us.abb.com">Jacky.Miles@us.abb.com</a>

**PLEASE REFERENCE PROPOSAL NO. ON ALL  
PURCHASE ORDERS**

**REMIT PAYMENT TO:**

**ABB INC.**  
29713 Network Place  
Chicago, IL 60673-1297  
**Tax ID: 36-3100018**

**Work Services Description**

ABB Inc. - Services is pleased to offer this Firm Fixed Price Proposal for field services to perform primary injection testing of breakers for Fort Pierce Utilities Authority located in Fort Pierce, Florida.

**Equipment Included:**

1. This Proposal covers services only. No equipment or parts are provided as part of this Quotation.

**Provided References:**

1. Misc. Photos of Equipment
2. Drawings Provided:
  - a. 0169D5869-1
  - b. 0169D5869-2
  - c. 0169D5869-0020
  - d. 0169D5869-0021
  - e. 0169D5869-0022
  - f. 0169D5869-0023

**Services:**

ABB will provide the manpower to execute the following Scope of Work:

1. Provide one (1) Field Resource to perform primary injection testing on eleven (11) breakers.
  - a. Service to be performed during normal working hours.
  - b. *Customer requesting testing to take place inside the electrical room and has provided photos for ABB's reference.*
  - c. *Pricing includes high current rental equipment and will be shipped to site the day before the outage begins.*
  - d. *Customer is in possession of two (2) spare breakers recently refurbished at ABB, Pelham facility. ABB will check the spare breakers while on site, that two (2) spares are compatible and have all the same options/features.*

2. ABB estimates the work scope above to take place over three (3) consecutive days, working three (3) eight-hour shifts utilizing one (1) field resource, during normal business hours, including travel.
  - a. Quoted work assumes all work to take place during regular business hours excluding weekends and ABB recognized holidays.
  - b. If additional time is desired, a Change Order will be issued.**
3. Upon receipt of an acceptable Purchase Order, ABB will schedule the appropriate resource(s) to perform the scope of work detailed in this Proposal once the customer has provided a firm date of service.
4. Upon completion ABB will provide a field service report detailing the services performed, test results, hours worked, and recommendations for future service.

#### Clarifications/Exceptions:

1. This proposal covers the equipment referred above only, if customer needs more equipment to be served, ABB will charge customer per attached T&M rates.
2. End customer site safety/security training time is not included in the proposal. If needed, ABB will charge customer with attached T&M rates.
3. Any Covid- 19 related costs are not included in the proposal. ABB FEs are vaccinated with government recommends vaccines. If customer has any special requirements, ABB will charge customer with attached T&M rates.
- 4. No repairs are included within this proposal. Additional scope or time required to complete the above work scope will be addressed in the form of a written change order and charged at ABB's currently published rates.**
5. All Protective settings shall be provided by others and are not included within this proposal.
6. Customer shall provide one copy of existing system schematics, drawings, and other equipment on site, and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.
7. All equipment being serviced to be de-energized before performing work.
8. Customer is to provide qualified electrician to assist ABB Field Engineers in orientation and to ensure proper safety lockout procedures are in place.
- 9. All mobilizations are to be mutually agreed upon by the Buyer and ABB.**
10. Any items or services not specifically outlined herein are not included.
11. Should Customer desire to have ABB perform work beyond the scope of work described in this proposal or should unforeseen work delays beyond the control of ABB occur, published rates in effect at the time of performance for changes in the work or delays will apply for all ABB project management personnel, field engineering service, and craftsmen. The price for additional materials, labor, or subcontractors will be based on ABB's cost plus 35%. No additional work scope shall proceed without written authorization from Customer.
- 12. Please note that advanced notice of four (4) weeks is required for assigning local field engineering resources. Less than four (4) weeks' notice may require the use of non-local resources resulting in additional travel and living costs.**
13. Work hours for Field Engineering Resources are as follows:
  - a. Straight time shall consist of eight (8) hour workdays, Monday thru Friday, 8 am to 5 pm exclusive of ABB holidays.
  - b. Overtime shall consist of any hours on a daily basis in excess of eight (8) hours worked on Saturdays, excluding Sunday.
  - c. Double time shall consist of hours worked on Sunday or ABB holidays.
- 14. ABB is providing professional Field Engineering Services. To ensure compliance with any site Prevailing Wage requirements that might exist, Customer is responsible to provide all field labor, tools, wire, and miscellaneous material necessary for the installation and interconnection wiring of the equipment. Craft labor and materials for installation are not included in this proposal.**
- 15. Emergency services are not included in this Proposal.**



### **Price, Terms and Conditions**

ABB will accomplish the above-described work scope for the firm fixed price of: **\$9,899.00 (USD)** which includes the cost of travel, travel time and accommodations utilizing local resources.

1. Invoice to be issued upon substantial completion of the onsite work scope.
2. Payment Terms: Net 30 days from the date of invoice.
3. Pricing does not include any applicable taxes, permits and licensing fees.

The sale of any service and products, and the integration thereof, ordered by the Buyer is expressly conditioned upon the terms and conditions contained in this quotation and Terms and Conditions for Sale of Products and Services (GTCs of Sale (2022-01 U.S.) (“Terms and Conditions”) as attached hereto. Any additional or different terms and conditions proposed by the Buyer at any time are expressly objected to and will not be binding upon ABB unless specifically agreed to in writing by ABB’s authorized representative. Any order for, or any statement of intent to purchase hereunder, or any direction to perform work and ABB’s performance of work shall constitute assent to the Terms and Conditions. Oral agreements and/or commitments to perform services are not enforceable.

If this contract is for the direct or indirect sale to any entity of and/or funded in whole or part of the U.S. government, then Buyer agrees that all products and services provided by Seller meet the definition of “commercial-off-the-shelf” (“COTS”) or “commercial item” as those terms are defined in Federal Acquisition Regulation (“FAR”) 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this contract, the country of origin of products is unknown unless otherwise specifically stated by Seller in this contract. If Buyer is procuring the products or services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the contract price.

### **Additional Services**

Should the Buyer desire to have ABB perform additional services beyond the scope of services described in this proposal, a change order request will be submitted for the additional associated costs. No additional services shall proceed without written authorization from the Buyer. Additional services will be performed per our published rates for Service, applicable at the time that work is performed, including work that extends through the weekend / holiday. The current rates for Service can be found in Attachment “Electrification USA Service Rates, April 1, 2022”.

### **Consideration on 2019-nCoV (Coronavirus Outbreak)**

If after submission of ABB’s bid or during the term of the agreement there are any measures taken by authorities, by ABB or others in connection with the current coronavirus (2019-nCoV) outbreak which affect the performance of the agreement, the parties agree that ABB will be entitled to cost compensation, time extension, or other reasonably required contract adjustments if any consequences in any way related to the coronavirus outbreak lead to delays in delivery of goods or provision of services or otherwise affect ABB’s contractual obligations or duties.

### **Consideration for Material Supply**

The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as of market fluctuations in the availability and cost of other raw materials, commodities, other critical components and transportation capacities. Notwithstanding anything to the contrary in the contract/terms and conditions/purchase order, if after the date of ABB’s proposal / offer or during the term of the performance of the contract/purchase order there are any

changes to availability and / or market conditions for electronic components, raw materials, commodities and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract/purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract/purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.

### **Consideration for Transportation**

The offer is based on Incoterms as stated. Due to current fluctuations in transportation cost, the transportation cost may be given as a separate line item and is to be considered a non-binding estimate based on current market prices. At the time of delivery, ABB will use reasonable efforts to get optimum transport arrangements and the actual cost will be invoiced by ABB to the Purchaser. In no case will ABB be liable for any increase in transportation cost at the time of delivery.

### **Buyer's Responsibilities**

The Buyer's responsibilities shall include, but are not limited to, the following:

- 1. Issue switching orders, schedule outages, and de-energize the electrical apparatus, including Lock-Out Tag-Out (LOTO) of all systems associated with ABB's work scope involved in the project. LOTO procedures shall meet or exceed Contractor or ABB's requirements, whichever are more stringent.**
- 2. Coordination of outages with Utilities and any/all necessary permitting will be the responsibility of others.**
- 3. Buyer is responsible for providing all craft labor to support ABB's field representative(s) in the performance of this scope of work, including transport of breakers.**
4. Prior to the start of the on-site work, Buyer shall familiarize ABB personnel with their safety practices, regulations in effect at jobsite, and any chemical and physical hazards, including process safety issues associated with the work environment. ABB shall be under no obligation to commence work unless safety practices are acceptable to ABB. As a safety precaution, prior to the commencement of work, access to a nearby telephone with the ability to call outside the facility will be provided by Buyer, as well as telephone numbers for local emergency services.
5. Buyer will dispose of all wastes generated at the work site. Buyer will be responsible for environmental conditions and will keep the equipment free of contaminants that would be detrimental to the performance of the equipment.
6. Buyer shall be responsible for the removal and replacement of any obstructions that may interfere with access to or removal of the existing equipment.
7. Buyer will provide an experienced electrician or electrical supervisor familiar with the power distribution system and trained in electrical safety and emergency response procedures including CPR, AED, and first aid for purposes of:
  - Directing ABB personnel in identifying and isolating the proper electrical equipment.
  - Shutting down electrical equipment in an emergency and providing emergency response during high risk operations including electrical work when a single ABB representative is dispatched. This person must be visually present during all electrical work and high risk operations. If not present then ABB will stop work and notify the Buyer.
  - Complying with OSHA 1910.269(l)(1) and 1910.269(b)
8. Buyer will provide all "special" maintenance tools including closing handles, test couplers, closing jacks, lifting devices, breaker cars/lift trucks, etc., furnished or defined by the original equipment manufacturer(s).

9. Buyer shall provide one (1) copy of existing system schematics, drawings and other information regarding the equipment/site that is needed and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.
10. All communication between, including meetings, all documents, notes on drawings, and submissions required under contract, shall be in the English language. Any language translation, if required, will be the responsibility of the Buyer.
11. Buyer must supply minimum power supply of 120V, 1-Phase, power source, if necessary.
12. Buyer will provide/operate/maintain services for drinking water, sanitary facilities, parking, trash containers, and lighting.
13. Buyer to supply, operate, and maintain all standard services to the site facility, such as electric power, lighting, water, air, etc., if required. Backup for these systems is not included in this proposal. These services are to be made available to ABB, including a suitable source of 60Hz 120/240 volts AC, unless otherwise provided herein.
14. Buyer to provide, and be responsible for, applicable codes, standard, laws, regulatory requirements, etc. required for the development of functional specification and system design and operation.
15. Buyer shall be responsible for the review of the installation to assure compliance with applicable codes. It is the intention of ABB to comply with the applicable codes, standards, laws, regulatory requirements, etc.; however, by law it is the responsibility of the Buyer for compliance of the total installation. ABB would be pleased to quote any additional features or equipment that the Buyer deems necessary to meet these requirements.

#### **Assumptions and Clarifications**

1. ***Relay and trip unit settings will be the responsibility of others, unless specifically identified as being included in the workscope, above. Settings are to be provided in an electronic format as applicable to the design/style of relay and or trip unit.***
2. ***Data Mapping, addressing and/or integration of equipment into the Customer's new or existing power/building management system will be the responsibility of others, unless specifically identified as being included in the workscope, above.***
3. ***Commissioning of new equipment is defined as inspecting and testing new equipment as per a defined procedure (typically a manufacturer's specification). Start-up support is not included as commissioning; however, stand-by and/or start-up support can be provided on a time and material basis using standard published rates (see below).***
4. ***For equipment and/or material being shipped to the Customer's site: receiving, inspection, offloading and storage will be the responsibility of others, unless specifically identified in this proposal as being included by ABB.***
5. ***If Onsite Customer Training is included within this proposal, no audio / video recording of the training will be allowed.***
6. ***Only the services listed above are included in this workscope.***
7. ABB assumes and is relying on the fact that any information furnished by Buyer is accurate and complete. To the extent that ABB obtains actual knowledge of any conditions with the equipment and/or the conditions at site are in addition to and/or different from those indicated in the Buyer's furnished documentation / information and/or there is a previously unknown physical condition that is found with the equipment and/or at the site, ABB shall notify the Buyer. If such condition(s) exist and this causes an increase in ABB's cost of and/or the time required for the performance of any part of the work under a contract, an equitable adjustment may be made, including without limitation, to the price and/or schedule.
8. With the exception of delays beyond the control of ABB, no additional work scope shall proceed without the written authorization of the Buyer.



9. Should any unforeseen work delays beyond the control of ABB occur, including those as a result of malfunctions or deficiencies encountered with the equipment (unless caused by ABB) or should the Buyer desire to have ABB perform work beyond the scope of work described in this proposal, that work will be billed at the published rates in effect at the time of performance of that the work scope and will apply to all ABB project management, field engineers, field engineering service technicians and/or craftsmen.
10. ABB expressly objects to any requirements, methods or conditions contained in any Buyer request that are not specifically addressed in this document, and such requirements, methods and conditions, if any, are outside the scope of this proposal.
11. Schedule: Unless otherwise stated in the scope, all work will be performed on a straight time basis. All work is to be performed on a mutually agreeable schedule. The foregoing work as described under work scope shall be performed during normal working hours Monday through Friday, Holidays excepted. If work is performed on an overtime basis, the premium for the time spent and other applicable cost will be billed in addition to the price quoted and will be billed at our published rates in effect at the time work is performed. Time and expense of ABB employees' travel from their headquarters to work site and return, shall be considered as time worked. ABB typically requires a minimum two (2) weeks advance notice to ensure availability of resources.
12. The services shall be considered "Substantially Complete" when the services to be performed by ABB or the designated portion thereof, are sufficiently complete in accordance with the contract documents, so that the Buyer can occupy or use the services or portion thereof for its/their intended use. For products only order, "substantially complete" shall mean the date of shipment of the products. A "Punchlist" is to be developed upon "Substantial Completion," and ABB's standard warranty shall provide coverage (when applicable) for issues that occur after "Substantial Completion." "Final Project Completion" shall be reached when all contractual responsibilities have been met and the final bill issued.

**ABB INC.**

By:	Jacky Miles
Title:	Business Development Manager
Email:	<a href="mailto:Jacky.Miles@us.abb.com">Jacky.Miles@us.abb.com</a>
Phone:	704-605-1094

**BUYER:**

Company:	[signature shown on signature page]
By:	(Signature)
Title:	
Date:	

This proposal and specification are submitted in confidence solely for use in consideration of the merits of the offering and for no other direct or indirect use by Buyer and its contents are proprietary to ABB. In taking receipt of this document, Buyer agrees not to reveal its contents except to those in its own organization who must evaluate it, to use this document and the information that it contains exclusively for the above-stated purpose and to avoid disclosure of the information to competitor of ABB.





ABB's field service engineers and consulting experts are on call to provide a wide range of service and repairs on both ABB and non-ABB equipment and engineered systems in Industrial and Balance-Of-Plant Power Plant Systems.

**8-Hour Daily Rates**

Classification	Weekday	Saturday	Sunday Holiday
Field & Service Center			
Class I - Specialized Field Engineer/Specialized Field Technician	\$2,786	\$4,056	\$5,324
Class II - Field Engineer/Service Center Specialist	\$2,290	\$3,310	\$4,332
Class III - Service Technician	\$1,704	\$2,568	\$3,340
Phone Support		\$1,500/case	
Emergency Standby Retainer		\$5,000/month	

**Tooling Rates**

IR Camera	\$83/day,	\$330/week
Vibration Test Set	\$138/day,	\$550/week
Online Motor Test Set	\$275/day,	\$1,100/week
Offline Motor Test Set	\$275/day,	\$1,100/week
Primary Current Injection Set	\$385/day,	\$1,540/week
Relay Test Set	\$550/day,	\$2,200/week
Power Factor Test Set	\$550/day,	\$2,200/week
Vacuum Oil Processor	\$2,750/day	

**Class I - Specialized Field Engineer**

These services include installation, commissioning, repair, service, maintenance, and upgrade work associated with:

- Medium voltage motors, & generators
- Paralleling Switchgear
- Synchronous motors & generators, including excitation
- Legacy control systems including: Series 5 & Series 6
- Specialty power system studies, including: Harmonic, Transient Switching & Grounding
- Shipboard and offshore work, with a minimum 14-hour / day billing. Platform work requires a pay differential.
- Gas Insulated Substation (GIS)

**Class II - Field Engineer & Service Center Specialist**

Service is technical advice and counsel from field personnel based on sound engineering, manufacturing, installation, and operation practices as applicable to the equipment. Such services may include analysis, adjustment, programming, and other similar services. They do not include supervision or management of purchaser's employees, agents or other contractors and design effort.

**Class III - Service Technician**

Craftsmen experienced in the inspection, test, installation, service, and repair of one or more of the following equipment types:

- Transformer (Mechanical, Electrical, Fluid)
- Motors, Electrical & Controls Equipment
- Switchgear
- Mechanical
- Hydro (Electrical, Mechanical & Controls)

**Typical Installations, Services, Repairs, and Products**

- Transformer (Including Mechanical, Electrical, Fluid)
- Power Delivery Equipment
- Motors, Electrical and Controls Equipment
- Distributed Control Systems and Programmable Logic Controls
- Instrumentation Related to Process Control and Automation Systems
- Marine Electrical Systems
- Power System Studies

**Rate Terms**

1. Work greater than 8 hours per day is billed per hour:	Overtime	Double Time
Class I - Specialized Field Engineer	\$475.50	\$634.00
Class II - Field Engineer/Service Center Specialist	\$382.25	\$510.00
Class III - Service Technician	\$289.50	\$386.00

For less than 24-hour response, a 1.40 multiplier is used for all rates.

Overtime applies to billable weekday hours 9-12 or outside of 7:00am to 6:00pm. Double Time applies to billable weekday hours greater than 12, Saturday hours greater than 8, Sundays and holidays.

- Preparation, travel, and report writing time will be charged at the applicable rate (i.e., daily rates, overtime and double time) on a round trip basis with point of departure based on the location of the ABB Representative's office/service center.
- Additional travel and living expenses include:
 

Overnight stay	\$200 per day
Air Travel / Rental Car charges	Cost + 20%
- Notes: Additional T&L charges may apply for high cost of living areas.
- Travel and living expenses outside the continental U.S.A., will be billed at a cost plus 20% minimum, or consult with your local ABB representative for a local per diem rate.
- Materials, subcontract labor and equipment if required will be provided at cost + 35%.
- All equipment is F.O.B. shipping point, seller's dock, with freight prepaid and charged 3% of material price (a minimum per shipment charge of \$100.00 shall apply). Seller reserves the right to select the method of transportation provided for all products unless specified by the client not less than 72 hours prior to shipment. Any premium transportation or required special handling is in addition and shall be for the account of the Buyer.
- Consult with local ABB office to determine applicable charges for other special tooling and/or test equipment or any taxes, fees or VAT that may be in addition to the above rates. Minimum daily billing of 8 hours for all services provided including standby time. A minimum order of \$500.00 shall apply for a parts/material only order.
- All rates are for hours worked, traveled, or on standby and are based on ABB's standard terms and conditions of sale. Price and data subject to change without notice. This quotation is not valid for PCB services, off shore or confined locations.
- Phone Support is a service provided on the phone by a Field Engineer for limited hardware and software troubleshooting services.
- Employee screening costs as required by the customer will be provided as follows:
 

Custom drug screen or background check	\$100
TWIC Card	\$250
BOISSET + HUET	\$1,500

All travel time to complete the screenings will be billed at the applicable hourly rate as set forth in 1 above plus expenses. All other specialty training will be billed at cost + 20%.

- All time to complete site specific training will be billed at the applicable hourly rate as set forth in 1 above plus expenses.
- A Critical Power Emergency Standby Retainer provides access to a qualified ABB Field Engineer at the customer site on the same day the need is identified by the customer. All time to support the emergency service, including travel to and from the customer site, will be billed at the applicable hourly rate as set forth in 1 above, however the 1.40 multiplier applied to work with less than 24hrs notice is waived.
- The Standard and Applicable rates shown on this sheet assume that services are being performed at a location that is not subject to a Location Premium which is an additional charge/rate that may be assessed for remote, inconvenient, confined or offshore work sites. Please contact ABB to see if a Location Premium applied to your location.

For more information contact your local ABB office or call our 24x7 customer service center at

**1-888-434-7378 or 540-387-8617** for legacy GE products  
**1-800-HELP-365 (1-800-435-7365)** for legacy ABB products

**ABB INC.**  
**GENERAL TERMS AND CONDITIONS OF SALE**  
**(2022-01 U.S.)**

**1. General.**

The terms and conditions contained herein, together with any additional or different terms contained in ABB's proposal, quotation and/or invoice ("Proposal"), if any, submitted to Purchaser (which Proposal, Policies, Addendum(s), if any, submitted to Purchaser shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the purchase order and supersede all prior communications and agreements regarding the purchase order. Acceptance by ABB of the purchase order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the purchase order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the purchase order. As used herein, the term "Purchaser" shall also include the initial end user of the Equipment and/or services; provided, however, that Article 14(a) shall apply exclusively to the initial end user.

**2. Prices.**

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof and may be modified or withdrawn by ABB before receipt of Purchaser's conforming acceptance. All quoted prices are subject to revision at any time in the event of any increase in raw material, energy costs or governmental actions such as tariffs.

(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.

(c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon purchase order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

(d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.

**3. Payment.**

(a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal. ABB is not required to commence or continue its performance unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, ABB shall be entitled to a matching extension of the schedule.

(b) If in the judgment of ABB, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB and suspend its performance until said advance payment or payment security is received or may terminate the purchase order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

(c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection. If Purchaser fails to make payment of any amounts due under any purchase order and fails to cure such default within ten (10) days after receiving written notice specifying such default, then ABB may by written notice, at its option, suspend its performance under the purchase order until such time as the full balance is paid or terminate the purchase order, as of a date specified in such notice. In the event of suspension, cancellation or termination hereunder, ABB will be entitled to recover all costs for work performed to date, costs associated with suspension, cancellation or termination of the work and all other costs recoverable at law.

**4. Changes.**

(a) Any changes requested by Purchaser affecting the ordered scope of work must first be reviewed by ABB and any resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

(b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

**5. Delivery.**

(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered FCA ABB point of shipment, Incoterms® 2020 unless otherwise mutually agreed in writing. Equipment shipped outside the continental United States is delivered FCA Incoterms® 2020 United States port of export unless otherwise mutually agreed in writing. Purchaser shall be responsible for any and all demurrage or detention charges.

(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten (10) days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

**6. Title & Risk of Loss.**

Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall transfer to Purchaser upon

delivery according to the applicable freight term. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage with respect to the sale of Equipment shall pass from ABB to Purchaser at delivery as defined in this Agreement.

#### 7. Inspection, Testing and Acceptance.

(a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours and subject to rules and regulations in place at the ABB premises.

(b) If the purchase order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

(c) If the purchase order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

#### 8. Warranties and Remedies.

(a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and Spare Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or thirty (30) days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) Exceptions. ABB shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses

incurred in connection with the repair or replacement, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) Software Warranty and Remedies. ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

#### 9. Intellectual Property Indemnification.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any use of the Equipment or Process contrary to ABB instructions; (v) any patent issued after the date hereof; or (vi) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Intellectual Property Indemnification" provision.

#### 10. Waiver of Consequential Damages.

In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages.

#### 11. Limitation of Liability.

(a) ABB's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Intellectual Property Indemnification") exceed the purchase order price.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one (1) year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and Services.

#### 12. Laws and Regulations.

ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall in all respects be

governed by, and construed, interpreted and enforced in accordance with the laws of the State of New York, USA, excluding its conflicts of laws rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and both parties hereby agree that any litigation concerning, arising out of, or related to this Agreement, whether claims are based on contract, tort, equity or otherwise, shall be conducted only in the state or federal courts functioning in the State of New York, Manhattan County and waive the defense of an inconvenient forum in respect to any such litigation. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

#### 13. OSHA.

ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

#### 14. Software License.

(a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment specified by ABB; (ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

#### 15. Intellectual Property, Inventions and Information.

(a) "Intellectual Property Rights" means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. "Technology" means all inventions, discoveries, ideas, concepts, methods, code, executables, manufacturing processes, unique compositions, mask works, designs, marks, and works of authorship fixed in the medium

of expression, and materials pertaining to any of the preceding; whether or not patentable, copyrightable or subject to other forms of protection.

(b) ABB shall maintain all right, title and interest in any Technology and Intellectual Property Rights that ABB owned, created, conceived or discovered prior to entering into this Agreement, or owns, creates or discovers separately from the activities contemplated by this Agreement. Unless otherwise agreed in writing by ABB and Purchaser, ABB shall have all right, title and interest in any Technology and Intellectual Property Rights that ABB creates, conceives or discovers in furtherance of this Agreement, and ABB shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the Equipment and Services. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a governmental body. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

#### 16. Force Majeure.

ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics, Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

#### 17. Cancellation.

Special order, custom designed, and made-to-order Equipment are non-cancelable and non-returnable. Any other purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges as set forth in the cancellation schedule included in the Proposal or payment of, including but not limited to, the purchase price of the work performed prior to the effective date of notice of termination, the costs identified to the purchase order incurred by ABB for work not completed, and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

#### 18. Termination.

(a) No termination by Purchaser for material default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

(b) If the event of termination for a material default, ABB shall reimburse Purchaser the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Purchaser to complete that scope, and Purchaser shall pay to ABB the portion of the Agreement price allocable to Equipment completed and any amounts due for Services performed before the effective date of termination.

(c) ABB may terminate the Agreement (or any affected portion thereof) immediately for cause if Purchaser becomes insolvent/bankrupt, or materially breaches the Agreement, including, but not limited to, failure or delay in Purchaser making any payment when due, or fulfilling any payment conditions.

#### 19. Export Control.

(a) Purchaser represents and warrants that the Equipment and Services provided hereunder, and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by ABB or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after purchase order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

#### 20. Bribery and Corruption

(a) Purchaser hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of Seller or any other party in a manner contrary to applicable laws (including but not limited to the Corruption of Foreign Public Officials Act (Canada), the Foreign Corrupt Practices Act (United States) and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.

(b) Nothing hereunder shall render Seller liable to reimburse Purchaser for any such consideration given or promised.

(c) Purchaser's material violation of any of the obligations contained in Section 19(a) above may be considered by Seller to be a material breach hereunder and shall entitle Seller to terminate this agreement with immediate effect and without prejudice to any further right or remedies on the part of Seller hereunder or applicable law. Purchaser shall indemnify Seller for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above-mentioned obligations and termination of this agreement.

(d) Purchaser understands that Seller's Code of Conduct is available for consultation online at <http://www.abb.com/integrity>. Purchaser agrees to perform its contractual obligations hereunder with substantially similar standards of ethical behavior as those found in Supplier's Code of Conduct.

(e) Seller has established the following reporting channels where Purchaser and its employees may report suspected violations of applicable laws, policies or standards of conduct:

Web portal: [www.abb.com/integrity](http://www.abb.com/integrity)

Telephone: number specified on the above Web portal

Mail: address specified on the above Web portal

**21. Assignment.**

Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

**22. Nuclear.**

Equipment and Services sold hereunder are not intended for use in connection with any nuclear facility or activity, and Purchaser warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of ABB. If, in breach of this, any such use occurs, ABB (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to any other rights of ABB, Purchaser shall indemnify and hold ABB (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any. Consent of ABB to any such use, if any, will be conditioned upon additional terms and conditions that ABB determines to be acceptable for protection against nuclear liability including but not limited to the requirement that the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage including without limitation physical damage to a nuclear facility itself or any surrounding properties, if any, resulting from a nuclear incident and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident including, but not limited to, any physical damage to the nuclear facility.

**23. Resale.**

If Purchaser resells any of the Equipment or Services, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder. Additionally, if the end-user intends to use the Equipment or Services in connection with any nuclear facility or activity, the Purchaser shall require the end-user comply with the financial requirements under Price-Anderson Act (PAA) and secure a written release of liability which flows from the end-user to the benefit of ABB.

**24. Environmental, Health and Safety Matters.**

(a) Purchaser shall be obligated to maintain safe working conditions at its facility or location (the "Site"), including the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

(b) Purchaser shall immediately advise ABB in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Purchaser's responsibilities hereunder, ABB has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

(c) If, in ABB's reasonable opinion, the health, safety, or security of personnel or the Site is, or is likely to be, imperiled by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, ABB may, in addition to other rights or remedies available to it, remove some or all of its personnel from Site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise work. Any such occurrence shall be considered a Force Majeure event. Purchaser shall reasonably assist in ensuring the safe departure of personnel from the Site.

(d) Purchaser shall not require or permit ABB's personnel to operate Purchaser's equipment at Site.

(e) Purchaser will make its Site medical facilities and resources reasonably available to ABB personnel who need medical attention.

(f) ABB has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site, which is the sole responsibility of Purchaser. Prior to ABB starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that ABB may encounter while performing under this Agreement. The provision of such documentation shall in no way release Purchaser from its responsibility for said conditions. Purchaser shall disclose to ABB industrial hygiene and environmental monitoring data regarding conditions that may affect ABB's work or personnel at the Site. Purchaser shall keep ABB informed of changes in any such conditions.

(g) ABB shall promptly notify Purchaser if ABB becomes aware of (i) conditions at the Site differing materially from those disclosed by Purchaser, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. If any such conditions cause an increase in ABB's cost of, or the time required for, performance of any part of the work under the Agreement, an equitable adjustment in price and schedule shall be made.

(h) If ABB encounters Hazardous Materials in Purchaser's equipment or at the Site that require special handling or disposal, ABB is not obligated to continue work affected by the hazardous conditions. In such an event, Purchaser shall at its sole cost and expense eliminate the hazardous conditions in accordance with applicable laws and regulations so that ABB's work under the Agreement may safely proceed, and ABB shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in ABB's cost of, or time required for, performance of any part of the work. Purchaser shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of ABB's work at the Site.

(i) Purchaser shall indemnify ABB for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

**25. Confidentiality.**

(a) ABB and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Agreement. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within fifteen (15) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered ABB's Confidential Information.

(b) Receiving Party agrees: (i) to use the Confidential Information only in connection with the Agreement and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party shall permit access to the other's Confidential Information only to its employees who:

(i) reasonably require access to Confidential Information for purposes approved by this Agreement, and (ii) have undertaken a binding obligation of confidentiality with respect to the confidential information of others entrusted to him or her, and (iii) have been apprised of the confidentiality obligations hereunder. ABB may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the purchase order. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Agreement entitles Receiving Party to retain an item of Confidential Information. ABB may also retain one archive copy of Purchaser's Confidential Information.

(c) The obligations under this Article 24 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

(d) As to any individual item of Confidential Information, the restrictions under this Article 24 shall expire five (5) years after the date of disclosure. This Article 24 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

#### 26. Non-Survival.

The following Articles shall not survive termination or cancellation of this Agreement: 5, 7, 8, 17 and 18. All other Articles shall survive the termination or cancellation of the Agreement.

#### 27. Entire Agreement.

This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided. As stated in Article 1 of this Agreement, ABB's Proposal, Policies, Addendum(s), if any, submitted to Purchaser, shall control over any conflicting terms. ABB specifically rejects any exceptions to this Agreement, Proposals, Policies, and/or Addendum(s) on the face of any purchase order. Purchaser shall advise ABB in writing of all conflicts, errors, omissions, or discrepancies among the Proposal, Policies, Addendum(s) and this Agreement immediately upon discovery. This Agreement shall supersede any standard, preprinted terms and conditions that are automatically attached to purchase orders issued by Purchaser.

#### 28. US Government Contracts.

(a) This Article 28 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

(b) Purchaser agrees that all Equipment and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Purchaser agrees, consistent with FAR 12.212, that commercial computer software and commercial computer software documentation are licensed under ABB's Software License. To the extent the Buy America(n) Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment is unknown unless otherwise specifically stated by ABB in this Agreement. Purchaser agrees any Services offered by ABB are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 28 shall be the one in effect on the effective date of this Agreement.

(c) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Purchaser further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Agreement price.

(d) If Purchaser is procuring the Equipment or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Purchaser agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the purchase order price.

#### 29. Data Protection.

(a) The parties agree that the protection of Personal Data is very important. If Purchaser discloses Personal Data to ABB, ABB shall comply with all applicable data protection laws and regulations. Purchaser shall comply with all applicable data protection laws and regulations in respect of any Personal Data it receives from ABB in the course of receiving the Equipment or Services.

(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of Personal Data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.

**ADDENDUM 1 TO THE**  
**ABB INC. ("CONTRACTOR")**  
**GENERAL TERMS AND CONDITIONS OF SALE**  
**(2022-01 U.S.)**

Effective **upon execution**, in consideration of the premises and of the mutual covenants and agreements contained herein, **ABB INC.** and **Fort Pierce Utilities Authority (FPUA)** agree to amend the above referenced **ABB Inc. General Terms and Conditions of Sale** as follows:

Notwithstanding anything to the contrary contained in any quote, proposal, purchase order or agreement provided by Contractor the following terms and conditions shall apply and take precedence and control over any conflicting terms contained in such document.

**1. Payment Terms**

Notwithstanding anything to the contrary contained herein, or in the Contractor's General Terms of Sale, or in any proposal, invoice or Purchase Order issued by Contractor, the Contractor shall be paid by FPUA in accordance with the Florida Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes, with payment(s) due NET 45 days unless Florida law requires payment within a different time frame. 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.

**2. Delivery Terms, Title & Risk of Loss**

Notwithstanding anything to the contrary contained herein, or in the Contractor's General Terms of Sale, or in any proposal, invoice or Purchase Order issued by Contractor, the shipping and delivery terms, including title and risk of loss shall be DAP (Delivered at Place). Title and risk of loss shall transfer to FPUA as the buyer upon delivery to the named destination.

**3. Indemnification**

The following shall be inserted after the last full sentence of Paragraphs 9, 21, 23, and any other paragraph or section requiring FPUA to indemnify Contractor or any third-party:

Notwithstanding anything to the contrary herein, to the extent FPUA is required to indemnify any party, and regardless of whether any such obligations are based on a tort, contract, statute, strict liability, negligence, product liability or otherwise, the indemnification obligations of FPUA 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.

#### **4. Choice of Law and Venue**

Notwithstanding anything to the contrary contained in the paragraph 12 of the Contractor's General Terms of Sale, or in any proposal, invoice or Purchase Order issued by Contractor, the terms of the agreement shall be construed in accordance with the laws of the State of Florida, without regard to any conflict of laws principles. Venue for any action shall be the federal or state courts located in St. Lucie County.

#### **5. Public Records and Confidentiality**

Paragraphs 25 shall be deleted in its entirety and replaced with the following:

##### **24.1 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.

##### **24.2 Trade Secret or Confidential Material.**

In accordance with Florida Statutes, including 119.01 (Public Records) and 815.045 (Trade Secret Information), if Contractor considers any information related to this Contract or the services to be provided to FPUA thereunder to be a trade secret or confidential material under Florida or federal law(s), Contractor shall designate such portions of the material by clearly marking it CONFIDENTIAL or TRADE SECRET when it is submitted to FPUA (hereinafter the Confidential Material). If FPUA receives a public records request for the Confidential Material FPUA will provide only the materials not designated

confidential or trade secret. If the requester of the information asserts a right to examine the Confidential Material FPUA will notify Contractor, and Contractor shall be responsible for responding to and resolving any claims for access to the Confidential Material. If FPUA is served with a request for discovery or order related to the Confidential Material, FPUA will promptly notify Contractor, and Contractor shall be responsible for filing the appropriate motion, objection, or seek an injunction to prevent disclosure of its Confidential Material. FPUA will provide the Confidential Material only if the Contractor fails to take appropriate action to protect the Confidential Material from disclosure within the timeframe(s) established by the applicable statute, rule or order. The Contractor agrees to protect, defend, and indemnify FPUA and its members and employees from all claims, fines or costs, including attorney's fees, arising from or relating to the designation of Confidential Material.

#### **6. 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.

#### **7. E-Verify Required**

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

Except as provided herein the above referenced agreement and terms and conditions shall remain unchanged and in full force and effect.

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:

**ABB INC.**

**BY:** [signature shown on signature page]  
Signature/Officer of Firm (Manual)

\_\_\_\_\_  
Name (Typed or Printed)

**TITLE:** \_\_\_\_\_

## Fort Pierce Utilities Authority

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



### Board Submission Form

10/25/2022

**Department:** 84 - Wastewater Collection

**Board Meeting Date:** 11/01/2022

**Item Type:** Contract Agreement

**Subject:** Part Washer Rental and Service Amendment No. 1

#### Recommendation:

POA No. 23-84-005: Approve Amendment No. 1 to the Parts Washer Rental and Service/Disposal Contract with Safety-Kleen Systems Inc., of Norwell, Massachusetts, to allow for two additional one-year renewal options and update pricing in Attachment A.

**Reviewed By Attorney:** NA (FPUA Standard Contract)

**Funds Available From:**  No Funds Needed  Budgeted  Contingency

#### Approvals:

**System Director:** HUTCHINSON, BOWDOIN G. Oct 25 2022 9:32AM

**Director of Finance:** MIKA, BARBARA A. Oct 25 2022 9:59AM

**Director of Utilities:** CISNEROS, JAVIER Oct 25 2022 2:32PM



Memorandum

**TO:** Javier Cisneros, P.E., Director of Utilities  
**THROUGH:** Bowdoin G. Hutchinson, P.E., Director of W/WW Systems  
**FROM:** Mark Kobbe, Wastewater Superintendent  
**DATE:** October 25, 2022  
**SUBJECT:** **Part Washer Rental and Service Amendment No. 1**  
**PRESENTER(S):** Mark Kobbe

**RECOMMENDATION:**

POA No. 23-84-005: Approve Amendment No. 1 to the Parts Washer Rental and Service/Disposal Contract with Safety-Kleen Systems Inc., of Norwell, Massachusetts, to allow for two additional one-year renewal options and update pricing in Attachment A.

**SUMMARY/SUPPORTING INFORMATION**

On 9/17/2017 the FPUA Board approved the contract with Safety-Kleen for them to provide rental parts washers and service them on a regular basis within the FPUA. They also provide routine servicing for parts washers owned by the FPUA. The original contract was approved with an amount not to exceed \$6,000 annually.

**ALTERNATIVES (IF ANY):**

Do not approve. This is not recommended as vendors providing this type of service are hard to come by and the likelihood of finding another vendor is doubtful.

**ATTACHMENTS:**

FPUA Contract (Board Ready)

**AMENDMENT 1**  
**TO THE CONTRACT FOR**  
**PARTS WASHER RENTAL AND SERVICE/DISPOSAL**  
**POA NO. 23-84-005**

Effective **September 5, 2022**, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto agree to amend the above-named Contract, between **Fort Pierce Utilities Authority (FPUA)** and **Safety-Kleen Systems, Inc.** (Contractor) entered into on **September 5, 2017** as follows:

**Attachment A, Revised Pricing**

**Replace:** The Price Quote, which was included in the original Contract as Attachment A, shall be deleted in its entirety and replaced with the updated Pricing included in a new (Attachment A), attached hereto.

**Section 9**

**Delete:** “There shall be four (4) one-year renewal options on terms and conditions that are mutually acceptable in writing to the parties. The Contract will remain in effect in the event of a natural disaster.”

**Replace with:** “There shall be six (6) one-year renewal options on terms and conditions that are mutually acceptable in writing to the parties. The Contract will remain in effect in the event of a natural disaster.”

**Section 14**

**Add:** The following shall be included as a new Section 14:

**A. E-Verify Required.** Pursuant to 448.095, Florida Statutes, FPUA and every Contractor and subcontractor entering into an agreement to provide labor, supplies or services to FPUA must use the E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to verify the work authorization status of any newly hired employees. If a Contractor subcontracts any of the labor or services for FPUA, the subcontractor must provide the Contractor with an affidavit stating that it does not employ, contract or subcontract with any person not authorized to work in the United States. The contractor must keep a copy of the affidavit on file for the duration of the contract. If FPUA or any Contractor or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly employed, hired, or recruited an unauthorized alien for

public or private employment, it must terminate the contract with that person or entity. Pursuant to 448.095 a contract terminated under this provision is not a breach of contract.

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

**C. 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.**

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- 1) Keep and maintain public records required by FPUA to perform the service;
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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.

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

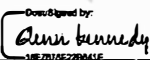
Except as provided herein the above referenced Contract shall remain unchanged and in full force and effect.

[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:

**SAFETY-KLEEN SYSTEMS, INC.**

BY:  10/19/2022

Signature/Officer of Firm (Manual)

Glenn Kennedy

Name (Typed or Printed)

TITLE: Vice President

ATTEST:

**FORT PIERCE UTILITIES AUTHORITY**

\_\_\_\_\_  
Secretary  
(FPUA Seal)

BY: \_\_\_\_\_  
Chairman

DATE: \_\_\_\_\_

APPROVED AS TO FORM & CORRECTNESS:

BY:   
Fort Pierce Utilities Authority Attorney

ATTACHMENT A

PARTS WASHER RENTAL AND SERVICE/DISPOSAL PRICING



September 6, 2022

Fort Pierce Utilities Authority  
403 Seaway Drive  
715 S 25<sup>th</sup> Street  
1701 S 37<sup>th</sup> Street  
Ft. Pierce, FL 34948

Dear Julie,

Thank you for allowing me to discuss your disposal needs at your Ft. Pierce locations. We are pleased to present this price quotation to you and look forward to working with you.

**SERVICE/DISPOSAL PRICING:**

<b>Used oil stop fee (without new oil purchase)</b>	<b>\$0.00</b>
<b>Used oil filters (without new oil purchase)</b>	<b>\$72.00 per drum</b>
<b>Empty oil filter drums</b>	<b>\$10.00 per drum</b>
<b>Waste absorbents</b>	<b>\$189.00 per drum</b>
<b>Profile fee for waste absorbents (per location)</b>	<b>\$85.00 ea. (one time)</b>
<b>Empty 55g replacement drum for absorbent waste</b>	<b>\$76.00 each</b>
<b>Safety-Kleen Rental Model 30 w/ 12 wk service term</b>	<b>\$200.00 per service</b>
<b>Safety-Kleen Rental Model 44 w/ 12 wk service term</b>	<b>\$393.30 per service</b>
<b>(2)Customer owned machine service 12 wk service term</b>	<b>\$140.00 each</b>

If you have any questions regarding the above quote, please do not hesitate to contact me at 727 220-8921. I look forward to hearing from you.

Sincerely,  
Roger Hernandez  
Bulk Product Services  
Safety-Kleen Systems, Inc.