Fort Pierce Utilities Authority
206 South 6th Street
Fort Pierce, FL 34950
772.466.1600

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

FORT PIERCE UTILITIES AUTHORITY BOARD
REGULAR MEETING
AGENDA

TUESDAY
September 1, 2026 - 4:00 PM
Fort Pierce City Commission Chambers
100 North US Highway 1
Fort Pierce, FL 34950

MEETING TO ORDER

Opening Prayer by Carol Wilson, Human Resources.

Pledge of Allegiance

ROLL CALL AND DECLARATION OF A QUORUM

A. SET THE AGENDA

B. COMMENTS FROM THE PUBLIC:

C. APPROVAL OF MINUTES:

1. Approval of Meeting Minutes
   Approval of Meeting Minutes of the Regular Meeting of August 18, 2026.

D. CONSENT AGENDA:

1. FPUA Monthly Community Activities September - October 2026
   For Information Only
2. Federal Department of Energy Grip Grant Agreement Modifications Toward Electric Grid Modernization & Resiliance
   Approve two modifications to the Grant Agreement with the U.S. Department of Energy Grid Deployment Office for implementing modernization and resilience upgrades to the FPUA electric grid, in the amount of $5,828,993, as requested by the Grantor.
3. Ortho/Polyphosphate Blended Liquid - Corrosion Inhibitor
   RFP 26-29A: Staff recommends approval to award contract for the purchase of approximately 125,400 pounds per year of Ortho/Polyphosphate Liquid (Corrosion Inhibitor)from Hawkins Water Treatment Group, of Roseville, MN, per vendors pricing submittal for the period of upon execution through May 31, 2031 with Prices, terms and conditions shall remain firm for the initial first year (12 months) of this agreement, with optional increases, at the time of renewal, based on the change in the most recently published Producer Price Index (Chemical Pricing) over the prior year but shall not exceed

3% and are subject to the same terms and conditions set forth herein, contingent on receiving required Certificate(s) of Insurance.

E. REGULAR AGENDA:

1. June 2026 Quarterly Financial Operating Results
   For Information Only.
2. Status Report on Electric Power Cost Adjustment (PCA) for July 2026
   Staff is recommending no change to the Power Cost Adjustment (PCA). For information only.
3. Wastewater Conveyance System Redirection Amendment No. 6
   22-98: Staff recommends approval of Amendment No 6 for the Systematic Wastewater Conveyance System Redirection to the new Water Reclamation and Reuse Facility contract with TLC Diversified, Inc of Palmetto, FL to modify the scope of work, include updated timeframes for completion and increase the contract amount by $15,072,918.66 which brings the estimated total value of the contract to $40,171,691.82 (this amount includes $150,000.00 contingency funds).

F. DIRECTOR COMMENTS:

G. ATTORNEY COMMENTS:

H. BOARD MEMBER COMMENTS:

I. ADJOURN:

CONTRACTS FOR SIGNATURE ONLY

In accordance with Article XII, Section 179 of the City's Charter, all contracts for services, construction, materials, supplies, equipment, or machinery exceeding $5,000.00 were procured through a competitive bidding process. Public notice was published for two consecutive weeks as required, and awards were made based on the lowest responsible and responsive bid. Exceptions to this requirement, such as sole-source procurements or those involving professional services, were reviewed to ensure alignment with the exemptions provided under this section.

AGENDA ITEM NO. C.1

Fort Pierce Utilities Authority Board

Board Submission Report

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

FROM: Grisel Cortes, Director of Utilities

DATE: September 1, 2026

SUBJECT: Approval of Meeting Minutes

PRESENTER(S): Grisel Cortes

RECOMMENDATION:

Approval of Meeting Minutes of the Regular Meeting of August 18, 2026.

ATTACHMENTS:

8-18-26 Minutes NEEDS SIGNATURE.pdf

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE UTILITIES AUTHORITY BOARD, TUESDAY, AUGUST 18, 2026, 4:00 PM, CITY COMMISSION CHAMBERS.

Members Present: Barbara Bennett, Pearl Davis, Kristina Gibbons, Linda Hudson, Hank Fee, Richard D Chess

MEETING TO ORDER

Opening Prayer by Calvin Daniels, Public Affairs & Sustainability.

Pledge of Allegiance

ROLL CALL AND DECLARATION OF A QUORUM

A. **SET THE AGENDA**

A motion was made by Linda Hudson, seconded by Kristina Gibbons, and unanimously carried to set agenda.

B. **COMMENTS FROM THE PUBLIC:**

C. **APPROVAL OF MINUTES:**

1. Approval of Meeting Minutes
   Approval of Meeting Minutes of the Regular Meeting of August 4, 2026.

A motion was made by Barbara Bennett, seconded by Linda Hudson, and unanimously carried to approve Minutes of the Regular Meeting of August 4, 2026.

D. **CONSENT AGENDA:**

A motion was made by Linda Hudson, seconded by Pearl Davis, and unanimously carried to approve Items 1 and 2.

A motion was made by Kristina Gibbons, seconded by Linda Hudson, and unanimously carried to approve Microsoft EA 3-Year Server Software.

A motion was made by Kristina Gibbons, seconded by Linda Hudson, and unanimously carried to approve Regatta Luxury Apartments PUD.

1. Fire Extinguishers Inspections, Recertifications, & Replacements
   RFIQ 26-35-036A: Staff recommends approval of Purchase Order Contract for Fire Extinguisher Inspections, Recertification & Replacement with Pye Barker Fire & Safety of Alpharetta, GA,in accordance with the contractors pricing sheet. The term of the Purchase Order Contract will be upon execution of the Purchase Order through July 27, 2029, contingent on receiving the requited Certificates of Insurance.

2. Sewer Main Lining & Manhole Rehabilitation
   POA 26-44: Staff recommends approval of the Contract for Waterworks Materials, Services, Operations and Related Solutions with Vortex Services LLC of Houston Texas in accordance

with the Master Agreement and Pricing Sheet through participating in the Region 14 Education Service Center Contract No 159592 available through OMNIA Partners, Public Sector, Inc. The Initial term of this contract will be upon execution of the contract and terminate at the expiration of the extensions of the award of the Master Contract #159592, contingent on receiving the required Certificates of Insurance.

3. Microsoft EA 3-Year Server Software
   POA 26-24: Staff Recommends Approval of funding for the purchase of Microsoft EA and server software from SHI International Corp. of NJ in an amount of $227,245.23. The term of this subscription is September 1, 2026 through August 31, 2029.

4. Regatta Luxury Apartments PUD
   Approve Post Budgeted Project/Budget Request for the Regatta Luxury Apartments PUD project in the amount of $334,465.52.

E. **REGULAR AGENDA:**

1. FPUA Inaugural Internship Program - Summer 2026 Highlights
   For information only.
   Presented by Veronica Combs

2. Resolution No UA 2026-16 Delegation of Authority
   Staff recommends approval to adopt Resolution No. 2026-16 updating, amending and restating the Delegation of Authority for the Director of Utilities and General Counsel. Mrs. Cortes read into the record "RESOLUTION NO. UA 2026-16 A RESOLUTION OF THE BOARD OF THE FORT PIERCE UTILITIES AUTHORITY UPDATING, AMENDING AND RESTATING THE POWERS, DUTIES, AND SIGNATURE AUTHORITY FOR THE DIRECTOR OF UTILITIES AND GENERAL COUNSEL POLICY; REPEALING RESOLUTION NO. UA 2023-14; AND PROVIDING FOR SCRIVENER'S ERRORS, REPEAL, SEVERABILITY AND AN EFFECTIVE DATE."

A motion was made by Linda Hudson, seconded by Kristina Gibbons, and unanimously carried to adopt Resolution No UA 2026-16 Delegation of Authority.

3. Resolution No UA 2026-17 Fees and Charges
   Staff recommends approval to adopt Resolution No. UA 2026-17, Authorizing the Director of Utilities to "Pass-Through" to Customers the Fees and Charges Imposed by other Local Governments.
   Mrs. Cortes read into the record "RESOLUTION NO. UA 2026-17 A RESOLUTION ADOPTING THE FEES AND CHARGES IMPOSED BY OTHER GOVERNMENTAL ENTITIES FOR SERVICES FURNISHED BY FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, AND AUTHORIZING THE DIRECTOR OF UTILITIES OR DESIGNEE TO CHARGE THE APPLICABLE FEE OR CHARGE TO THE CUSTOMER IN ACCORDANCE WITH ARTICLE XII OF THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR ADMINISTRATIVE ACTION, SCRIVENER'S ERRORS, REPEAL, SEVERABILITY AND AN EFFECTIVE DATE."

A motion was made by Kristina Gibbons, seconded by Linda Hudson, and unanimously carried to adopt Resolution No UA 2026-17 Fees and Charges.

4. Resolution No UA 2026-21 Amendment to Interlocal Agreement with St. Lucie Village

(Wastewater)

Approve the Amendment to the Interlocal Agreement with St. Lucie Village for the connection of up to 127 single family homes and one commercial business to FPUA wastewater system.

Mrs. Cortes read into the record "RESOLUTION NO. UA 2026-21 A RESOLUTION BY THE FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, AMENDING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF ST. LUCIE VILLAGE AND FORT PIERCE UTILITIES AUTHORITY FOR THE CONNECTION OF PHASE 1 PROPERTIES TO WASTEWATER SYSTEM; PROVIDING FOR SCRIVENER'S ERROR, REPEAL, SEVERABILITY, AND AN EFFECTIVE DATE."

A motion was made by Linda Hudson, seconded by Barbara Bennett, and unanimously carried to adopt Resolution No UA 2026-21 Amendment to Interlocal Agreement with St. Lucie Village for Wastewater Project.

F. **DIRECTOR COMMENTS:**

Mr. Cisneros provided an update on the implementation of the Extreme Weather Policy pursuant to Resolution 2024-02 and the upcoming Board meeting scheduled for Tuesday, September 1, 2026, at 4:00 pm at the City Chambers.

G. **ATTORNEY COMMENTS:**

H. **BOARD MEMBER COMMENTS:**

I. **ADJOURN:**

Meeting adjourned at 4:42 pm.

CONTRACTS FOR SIGNATURE ONLY

In accordance with Article XII, Section 179 of the City's Charter, all contracts for services, construction, materials, supplies, equipment, or machinery exceeding $5,000.00 were procured through a competitive bidding process. Public notice was published for two consecutive weeks as required, and awards were made based on the lowest responsible and responsive bid. Exceptions to this requirement, such as sole-source procurements or those involving professional services, were reviewed to ensure alignment with the exemptions provided under this section.

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.

AGENDA ITEM NO. D.1

Fort Pierce Utilities Authority Board

Board Submission Report

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

THROUGH: Rachel R. Tennent, Director of Public Affairs & Sustainability

FROM: Calvin Daniels, Public Affairs & Sustainability

DATE: September 1, 2026

SUBJECT: FPUA Monthly Community Activities September - October 2026

PRESENTER(S): Calvin Daniels

RECOMMENDATION:
For Information Only

SUMMARY/SUPPORTING INFORMATION:
Each month, FPUA Staff develops a schedule of upcoming Community Activities for the current and following month. This calendar informs Board Members of FPUA community engagement activities and invites them and the community to join us.

STRATEGIES: Organization Development - Communication

FINANCIAL IMPACT:
N/A

ALTERNATIVES (IF ANY):
N/A

ATTACHMENTS:
September-October FPUA Activities list.pdf
Sept-Oct Events Calendar.pdf

Fort Pierce Utilities Authority
Utility Advisory Committee
1701 S. 37th Street
Fort Pierce, FL 34947
772.466.1600

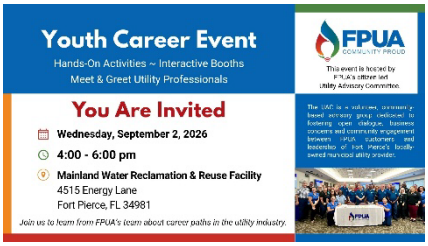
September and October 2026 Activities

SPECIAL: **Wastewater Wednesday Updates Every Wednesday!** Visit the FPUA Facebook page or the new blog link below for photos and updates about the construction progress of the Sewer Treatment Plant that we're currently building on Energy Lane. This project is a point of pride for Fort Pierce residents, environmentalists, agencies, policymakers, and so much more, and we are excited to share the progress with you here. Learn more at www.SustainableSewer.net/WastewaterWednesdays



September 1: Regularly scheduled **FPUA Board Meeting** at 4:00pm at City Commission Chambers

September 2: Utility Advisory Committee's **Youth Career Event**, 4PM-6PM at the Water Reclamation & Reuse Facility at 4515 Energy Lane. The 4th annual career event invites local youth to understand the various utility career opportunities available through FPUA.



September 7: Labor Day: **FPUA offices closed** in observance of Labor Day.

September 11: **Manatee Center's Monthly Lecture Series**: **Lunch & Learn**. Did you know invasive reptiles are impacting Florida's ecosystem in a big way? Join the Manatee Center on September 11 at noon with Fiorella Fernandez, Education and Outreach Specialist with Florida Fish and Wildlife Conservation Commission. Learn how invasive reptile species are affecting native wildlife, what's being done to manage them and how you can help protect our environment. Hosted by the Fort Pierce Yacht Club at 700 N Indian River Dr.



September 11: **Dunk the Director** will take place on Friday, September 11th from 11:00AM-2:00PM at Energy Services Center Gazebo (1701 S 37th St). END It! Corp is the recipient of this year's fundraising event! END It (Everyone's Not Doing It) is a local youth organization dedicated to empowering young people through education, inspiration, and positive opportunities in the performing arts. The organization encourages participants to develop their talents while gaining well-rounded experience across multiple creative disciplines, including acting, dance, music production, and visual and digital arts. By fostering both artistic expression and skill development, END It! Corp equips youth with confidence, creativity, and tools to create their own original content and pursue their passions.

September 12: **Community Cleanup**: Bring the family and join FPUA in our quarterly community cleanup in collaboration with the city of Fort Pierce's **Keep Fort Pierce Beautiful.** This is great opportunity to give back to our local community, enjoy the outdoors, and connect with colleagues. 8:30AM-12:00PM. Location and more details to come. To signup contact Veronica Combs at (combs@fpua.com).

September 15: **FPUA Board Meeting** at 2:00pm at Energy Services Center, 1701 South 37th St.

September 18: Join FPUA with Mayor Linda Hudson and Main Street Fort Pierce for **Coffee with the Mayor**. The event is held on the third Friday of the month (September through May) at the Fort Pierce Yacht Club in downtown Fort Pierce and is a positive networking experience for those that attend. Businesses, community organizations, and newcomers to the area are welcome to share information about upcoming events or activities occurring in the Treasure Coast region. September's sponsor will be Visit St. Lucie.



September 26: FPUA sponsors and hosts a community table at **Treasure Coast Food Bank's 6th Annual Out Run Hunger 5k** at Causeway Cove Marina, 7:00AM

September 28: Rachel Tennant, Director of Public Affairs and Sustainability, will present **Public Trust: The Missing Input in Infrastructure Finance** at WEFTEC, one of the world's largest annual conferences for water professionals, September 28-30 in New Orleans. The presentation will highlight FPUA's wastewater relocation project and how community engagement and public trust have supported the planning and implementation of this major infrastructure investment, sharing lessons learned with utility and water-sector professionals from around the globe.

October 2: **Food Truck Friday**: Join us for food truck fun at FPUA Administrative offices 206 South 6th St, 11:00AM-1:00PM

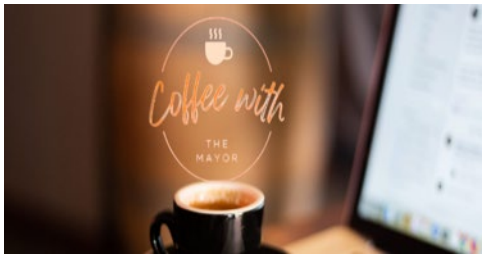
October 6: Regularly scheduled **FPUA Board Meeting** at 4:00pm at City Commission Chambers

October 7: Regularly scheduled **Utility Advisory Committee Meeting** at 4:00PM at Energy Services Center 1701 South 37th Street.

October 9: **Manatee Center Lunch & Learn**: Join the monthly Lunch & Learn Lecture Series, featuring engaging guest speakers and local experts on topics related to the Indian River Lagoon, wildlife, and conservation. Bring a brown bag lunch and a friend and enjoy an hour of learning and community connections and conservation! Fort Pierce Yacht Club 700 N. Indian River Drive.



October 16: Join FPUA with Mayor Linda Hudson and Main Street Fort Pierce for **Coffee with the Mayor**. The event is held on the third Friday of the month (September through May) at the Fort Pierce Yacht Club in downtown Fort Pierce and is a positive networking experience for those that attend. Businesses, community organizations, and newcomers to the area are welcome to share information about upcoming events or activities occurring in the Treasure Coast region. October's sponsor will be John Carroll High School.



October 20: Regularly scheduled **FPUA Board Meeting** at 4:00pm at City Commission Chambers

October 22: **58th Annual Farm-City Bar-B-Que:** FPUA is proud to sponsor Fort Pierce Sunrise Kiwanis as it hosts one of St. Lucie County's longest-standing community traditions! The **58th Annual Farm-City Bar-B-Que** brings together our agricultural and local business communities to support our most valuable asset—**our youth**. Featured speaker will be Congressman Brian Mast. For details and tickets visit fpsunrisekiwanis.com



October 27: FPUA will host **U.S. Environmental Protection Agency** Regional Administrator and Water Division leadership for a press event marking the kickoff of an EPA-funded wastewater conveyance project supporting the relocation of FPUA's wastewater treatment operations to the new Water Reclamation & Reuse Facility. The project is supported by federal funding secured through Congressman Brian Mast and will construct a key component of the conveyance system needed to transition wastewater flows to the new facility.

October 30: **Food Truck Friday**: Join us for food truck fun at FPUA Administrative offices 206 South 6th St, 11:00AM-1:00PM

SEPTEMBER

2026

SUN	MON	TUE	WED	THU	FRI	SAT
		1 **FPUA Board Meeting 4:00PM**	2 **Youth Career Event at WRRF 4PM-6PM**	3	4	5
6	7 **Labor Day FPUA Offices Closed**	8	9	10	11 **Manatee Center Lunch & Learn 12 PM-1 PM** **Dunk the Director fundraiser for End It Corp**	12 **Community Cleanup**
13	14	15 **FPUA Board Meeting @ ESC 2:00PM**	16	17	18 **Coffee w/ the Mayor @ FP Yacht Club 8AM**	19
20	21	22	23	24	25	26 **Treasure Coast Food Bank 5k Causeway Cove Marina 7:00AM**
27	28	29	30			

FPUA
COMMUNITY PROUD

OCTOBER

2026

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6 **FPUA Board Meeting 4:00PM**	7 **Utiliy Advisory Committee Meeting 4:00PM**	8	9 **Manatee Center Lunch & Learn 12:00pm-1:00PM**	10
11	12 **Columbus Day**	13	14	15	16 **Coffee w/ the Mayor @ FP Yacht Club 8AM**	17
18	19	20 **FPUA Board Meeting 4:00PM**	21	22 **Kiwanis Farm City BBQ 11:00AM**	23	24
25	26	27 **EPA Press Conference at WRRF 1:00PM**	28	29	30	31 **Halloween**

FPUA
COMMUNITY PROUD

AGENDA ITEM NO. D.2

Fort Pierce Utilities Authority Board

Board Submission Report

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

THROUGH: Rachel R. Tennent, Director of Public Affairs & Sustainability

FROM: Rachel R Tennant, Public Affairs & Sustainability

DATE: September 1, 2026

SUBJECT: Federal Department of Energy Grip Grant Agreement Modifications Toward Electric Grid Modernization & Resiliance

PRESENTER(S): Eric Meyer; Rachel Tennant

RECOMMENDATION:
Approve two modifications to the Grant Agreement with the U.S. Department of Energy Grid Deployment Office for implementing modernization and resilience upgrades to the FPUA electric grid, in the amount of $5,828,993, as requested by the Grantor.

SUMMARY/SUPPORTING INFORMATION:
The U.S. Department of Energy has issued two FPUA Assistance Agreement Modifications for our project "Mitigating Impacts of Extreme Weather and Natural Disasters through Increased Grid Resiliency." The first modification changes the DOE Grant Award Administrator. The second modification incorporates updated terms and conditions established by DOE that apply to all grant recipients, including FPUA, and does not change previously approved project scope, award, or costs.

STRATEGIES: Growth - Grant Funding

FINANCIAL IMPACT:
These modifications do not financially impact the previously approved project costs, which consists of $5,828,993 in federal funding and $2,962,665 in FPUA cost share.

ALTERNATIVES (IF ANY):
Do not approve the Grant Agreement Modifications with DOE. This is not recommended because project implementation is currently underway, and failure to approve the modifications could result in termination of the grant award.

ATTACHMENTS:

Assistance_DE-GD0000890_Mod_0001.pdf
Assistance_DE-GD0000890_Mod_0002.pdf
Attachment 1 - SOPO 0002v2.pdf
Attachment 2 - FARC 0002.pdf
Attachment 3 - Budget 0002.pdf
Attachment 4 - IP Provisions 0002.pdf
0002 Terms and Conditions.pdf

ASSISTANCE AGREEMENT

1. Award No.	2. Modification No.	3. Effective Date	4. CFDA No.
DE-GD0000890	0001	05/27/2025	81.254

5. Awarded To
FORT PIERCE UTILITIES AUTHORITY
Attn: Javier Cisneros
PO Box 3191
FORT PIERCE FL 349483191

6. Sponsoring Office
Grid Deployment Office (GD)
U.S. Department of Energy
1000 Independence Avenue, SW
Forrestal Building , GD-1
Washington DC 20585

7. Period of Performance
10/01/2024
through
09/30/2027

8. Type of Agreement
- [X] Grant
- [ ] Cooperative Agreement
- [ ] Other

9. Authority
See Page 2

10. Purchase Request or Funding Document No.

11. Remittance Address
FORT PIERCE UTILITIES AUTHORITY
Attn: Javier Cisneros
FINANCE DEPT
PO BOX 3191
FORT PIERCE FL 349483191

12. Total Amount
Govt. Share: $5,828,993.00
Cost Share : $2,962,665.00
Total : $8,791,658.00

13. Funds Obligated
This action: $0.00
Total : $5,828,993.00

14. Principal Investigator

15. Program Manager
Tyler A. Romberger
Phone: 304-285-5237

16. Administrator
U.S. DOE/NETL
NATIONAL ENERGY TECH LAB
3610 Collins Ferry Road
Morgantown WV 26505-2353

17. Submit Payment Requests To
VIPERS
https://vipers.doe.gov
Any questions, please contact
by call/email 855-384-7377 or
VipersSupport@hq.doe.gov

18. Paying Office
VIPERS
https://vipers.doe.gov
Any questions, please contact
by call/email 855-384-7377 or
VipersSupport@hq.doe.gov

19. Submit Reports To
See Attachment 3

20. Accounting and Appropriation Data
See Schedule

21. Research Title and/or Description of Project
Bipartisan Infrastructure Law (BIL) - Mitigating Impacts of Extreme Weather and Natural Disasters through Increased Grid Resiliency

For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer Martin J Byrnes	
23. Name and Title	24. Date Signed	26. Name of Officer Martin J. Byrnes	27. Date Signed 05/27/2025

NAME OF OFFEROR OR CONTRACTOR
FORT PIERCE UTILITIES AUTHORITY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	UEI: DCAYPEMKJJQ1 Project Period/Budget Period: 10/01/2024 - 09/30/2027 Block 9. Authority: • Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL) • Section 40101(c) – 42 USC §18711(c) • Public Law (PL) 95-91, DOE Organization Act • PL 109-58, Energy Policy Act 2005 • PL 110-140 Energy Independence and Security Act of 2007 Block 14. Principal Investigator: Eric Meyer 772-466-1600 ext. 6305 emeyer@fpua.com Recipient Business Point of Contact: Rachel Tennant 772-466-1600 ext. 3102 rtennant@fpua.com Block 15. DOE Program Manager: Tyler Romberger 304-285-5237 Tyler.Romberger@netl.doe.gov DOE Award Administrator: Andrew Kinsel andrew.kinsel@netl.doe.gov 412-386-9334 ASAP: NO: STD IMMEDIATE Extent Competed: COMPETED Davis-Bacon Act: YES PI: Eric Meyer				

The purpose of this amendment is to change the Department of Energy (DOE) Award Administrator. Accordingly, the agreement is amended as follows:

1. As reflected on Page 2 of the Assistance Agreement, the DOE Award Administrator is hereby changed to **Andrew Kinsel**.

2. All other terms and conditions remain the same and in full force and effect.

-END OF AMENDMENT 0001-

ASSISTANCE AGREEMENT

1. Award No.	2. Modification No.	3. Effective Date	4. CFDA No.
DE-GD0000890	0002	08/10/2026	81.254

5. Awarded To
FORT PIERCE UTILITIES AUTHORITY
Attn: Javier Cisneros
PO Box 3191
FORT PIERCE FL 349483191

6. Sponsoring Office
Grid Deployment Office (GD)
U.S. Department of Energy
1000 Independence Avenue, SW
Forrestal Building , GD-1
Washington DC 20585

7. Period of Performance
10/01/2024
through
09/30/2027

8. Type of Agreement
- [x] Grant
- [ ] Cooperative Agreement
- [ ] Other

9. Authority
See Page 2

10. Purchase Request or Funding Document No.
26GD000089

11. Remittance Address
FORT PIERCE UTILITIES AUTHORITY
Attn: Javier Cisneros
FINANCE DEPT
PO BOX 3191
FORT PIERCE FL 349483191

12. Total Amount
Govt. Share: $5,828,993.00
Cost Share : $2,962,665.00
Total : $8,791,658.00

13. Funds Obligated
This action: $0.00
Total : $5,828,993.00

14. Principal Investigator
Eric Meyer
772-466-1600 ext. 6305

15. Program Manager
Cody M. Panos
Phone: 412-596-0093

16. Administrator
U.S. DOE/NETL
NATIONAL ENERGY TECH LAB
3610 Collins Ferry Road
Morgantown WV 26505-2353

17. Submit Payment Requests To
VIPERS
https://vipers.doe.gov
Any questions, please contact
by call/email 855-384-7377 or
VipersSupport@hq.doe.gov

18. Paying Office
Multiple

19. Submit Reports To
See Attachment 2

20. Accounting and Appropriation Data
05309-2023-31-232453-41999-3123891-0000000-0000000-0000000

21. Research Title and/or Description of Project
Infrastructure Investment and Jobs Act (IIJA) - Mitigating Impacts of Extreme Weather and Natural Disasters through Increased Grid Resiliency

For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer Electronic Signature on File Signature on File	
23. Name and Title	24. Date Signed	26. Name of Officer Dorothy J. Pitre	27. Date Signed 08/11/2026

NAME OF OFFEROR OR CONTRACTOR

FORT PIERCE UTILITIES AUTHORITY

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	UEI: DCAYPEMKJJQ1 Project Period/Budget Period: 10/01/2024 - 09/30/2027 Block 9. Authority: • Infrastructure Investment and Jobs Act (IIJA) • Section 40101(c) – 42 USC §18711(c) • Public Law (PL) 95-91, DOE Organization Act • PL 109-58, Energy Policy Act 2005 • PL 110-140 Energy Independence and Security Act of 2007 Block 14. Principal Investigator: Eric Meyer 772-466-1600 ext. 6305 emeyer@fpua.com Recipient Business Point of Contact: Rachel Tennant 772-466-1600 ext. 3102 rtennant@fpua.com Block 15. DOE Program Manager: Cody Panos 412-386-9300 Cody.Panos@netl.doe.gov DOE Award Administrator: Andrew Kinsel andrew.kinsel@netl.doe.gov 412-386-9334 ASAP: NO: STD IMMEDIATE Extent Competed: COMPETED Davis-Bacon Act: YES PI: Eric Meyer Fund: 05309 Appr Year: 2023 Allottee: 31 Report Entity: 232453 Object Class: 41999 Program: 3123891 Project: 0000000 WFO: 0000000 Local Use: 0000000				

The purpose of this modification is to revise the award. Accordingly, the agreement is hereby modified as follows:

1. References to "Bipartisan Infrastructure Law (BIL)" in the Assistance Agreement have been changed to "Infrastructure Investment and Jobs Act (IIJA)" as reflected in the:
    a. Project Title in Block 21 of the Assistance Agreement and attachments 1 and 2; and
    b. Block 9 Authority detailed on Page 2 of the cover page.

2. As reflected in Block 15 and on Page 2 of the Assistance Agreement, the DOE Program Manager is hereby changed to **Cody Panos.**

3. The Special Terms and Conditions are deleted in their entirety. As per the effective date of this modification, the Terms and Conditions applicable to this award are now implemented through a two-document format; the Standard Terms and Conditions available at: http://energy.gov/node/4852619 and the Special Terms and Conditions attached to this modification.
    a. The Standard Terms and Conditions comply with 2 CFR 200.211(c) and provide a common set of financial assistance terms that can be applied to all applicable DOE awards.
    b. The Special Terms and Conditions are a companion document to the Standard Terms and Conditions, comply with 2 CFR 200.211(d), and address the unique aspects of a particular award driven by program specific requirements, statutory criteria, risks, or other considerations.
    c. Recipients must meet the requirements set forth in both the Standard Terms and Conditions and Special Terms and Conditions, if applicable.

4. Attachment 2, Statement of Project Objectives (SOPO), is deleted in its entirety and replaced with the SOPO attached to this modification. The SOPO is revised to reflect negotiated changes and is now Attachment 1 to the award.

5. Attachment 3, Federal Assistance Reporting Checklist (FARC), is deleted in its entirety and replaced with the FARC attached to this modification. The FARC has been revised to reflect updated reporting requirements and instructions and is now shown as Attachment 2 to the award.

6. Attachment 4, Budget Information, is deleted in its entirety and replaced with the Budget Pages attached to this modification. The Budget Pages are revised to reflect the approved budget and is now shown as Attachment 3 to the award.

7. Attachment 1, Intellectual Property (IP) Provisions, is deleted in its entirety and replaced with the IP provisions attached to this modification. The IP has been revised to reflect negotiated changes and is now shown as Attachment 4 to the award.

8. Attachment 5, Community Benefits Outcomes and Objectives, is deleted from the award in its entirety. Attachment number 5 is held in reserve to ensure continuity in attachment numbering only.

9. All other terms and conditions of the subject agreement remain unchanged and in full force and effect.

End of Modification 0002

ATTACHMENT 1 - STATEMENT OF PROJECT OBJECTIVES (SOPO)
Infrastructure Investment and Jobs Act (IIJA)
Mitigating Impacts of Extreme Weather and Natural Disasters through Increased Grid Resiliency

A. OBJECTIVES

The objective of this project is to build a more resilient and reliable electric utility grid to mitigate the disruptions which are caused by hurricanes, severe storms, and other natural disasters.

Accordingly, this three-part project seeks to meet the following objectives:

1. Increase grid reliability in the face of more severe storms and extreme weather
2. Increase grid reliability to reduce frequency and duration caused by transient Disruptors
3. Increase grid capacity to accommodate growing population

B. SCOPE OF WORK

This three-part project increases the capacity of key components within the FPUA electric grid:

1. **Transmission Reliability Upgrades** – The Recipient will upgrade critical automatic transformers at terminal substations and replace obsolete distribution transformers at customer substations, reducing the likelihood of outages during peak demand and storm surges and providing more reliability and resilience while accommodating future growth needs.

2. **Ring Bus Configuration** - The Recipient will reconfigure a substation to a ring bus configuration, allowing the recipient to utilize circuit breakers in place of manual switches in the substation. This allows for sectionalizing the exiting terminals to deenergize damaged portions of the substation bus automatically, meaning only the damaged area within the substation would be placed offline, leaving the substation still in service and only the damaged area without power.

3. **Mounted Reclosers** - The Recipient will deploy TripSavers to cover additional areas of our electric grid, reducing customer wait times during faults caused by transient disruptors and reducing utility maintenance costs and restoration man-hours.

The recipient will execute the three-part project in 4 phases as broken down below.

PHASE 1 – DESIGN, PERMITTING AND SITING

Task 2.1: Autotransformer Upgrade – Materials & Engineering
Task 3.1: Substation Transformer Replacement – Materials & Engineering

Task 4.1: Substation Ring Bus Configuration – Materials & Engineering
Task 5.1: Deployment of TripSavers – Materials & Engineering

PHASE 2 – PROCUREMENT AND ACQUISITION (MATERIALS AND SERVICES)

Task 2.1: Autotransformer Upgrade – Materials & Engineering
Task 3.1: Substation Transformer Replacement – Materials & Engineering
Task 4.1: Substation Ring Bus Configuration – Materials & Engineering
Task 5.1: Deployment of TripSavers – Materials & Engineering

PHASE 3 – CONSTRUCTION AND DEPLOYMENT

Task 2.2: Upgrade Autotransformers at Substation
Task 3.2: Replace Distribution Transformers
Task 4.2: Install Ring Bus Configuration Components
Task 5.2: Deployment of TripSavers

PHASE 4 – TESTING AND COMMISSIONING

Task 2.2: Upgrade Autotransformers at Substation
Task 3.2: Replace Distribution Transformers
Task 4.2: Install Ring Bus Configuration Components
Task 5.2: Deployment of TripSavers

C. TASKS TO BE PERFORMED

Task 1.0: Project Management and Planning

Subtask 1.1: Project Management Plan (PMP)

Within 30 days of award, the Recipient shall provide the Project Management Plan (PMP) to the designated Federal Project Manager (FPM). The Recipient shall not proceed beyond Task 1.0 until the PMP has been accepted by the FPM.

The PMP shall be revised and resubmitted as often as necessary, during the course of the project, to capture any major/significant changes to the planned approach, budget, key personnel, major resources, etc.

The Recipient shall manage and direct the project in accordance with the accepted PMP to meet all technical, schedule and budget objectives and requirements. The Recipient will coordinate activities to effectively accomplish the work. The Recipient will ensure that project plans, results, and decisions are appropriately documented, and that project reporting and briefing requirements are satisfied.

Subtask 1.2: Annual Project Review (Go/No-Go)

There are Go/No-Go Decision Points at annual intervals in this project, as follows.

Milestone	Type	Annual Review Completion Date
APR Decision Point 1	Go/No-Go	02/28/2027
APR Decision Point 2	Go/No-Go	02/28/2028
APR Decision Point 3	Go/No-Go	02/28/2029
APR Decision Point 4	Go/No-Go	02/28/2030

NOTE: The Recipient is not authorized to proceed beyond each annual Go/No-Go decision point without written approval from the DOE Contracting Officer.

At least 60 days prior to the Annual Review Completion Date, the Recipient will submit a summary report to the DOE regarding project progress, accomplishments, performance relative to milestones and metrics, and spending (as outlined in the PMP).

At least 30 days prior to the Annual Review Completion Date, the Recipient will host an Annual Project Review meeting with DOE. During the Annual Project Review meeting, the Recipient will brief the DOE on the project results to date, progress towards completion of project goals and objectives, and their plans going forward to project completion. As part of this review, the DOE will evaluate project performance, project schedule adherence, progress towards milestone completion, compliance with reporting requirements, and overall contribution to the program goals and objectives. Consistent with the Go/No-Go Decisions section of the Federal Involvement term of the award, DOE will use the results of the Go/No-Go review to make a determination on whether to continue the project, re-direct the project, or discontinue funding the project.

Subtask 1.3: National Environmental Policy Act (NEPA) Compliance

As required, the Recipient shall provide the documentation necessary for NEPA compliance.

Subtask 1.4: Regulatory, State, Local, Regional, and/or Federal Approval

As applicable, the Recipient will secure and maintain relevant regulatory agency, state, local, regional, and/or federal agencies approvals.

Task 2.0: Autotransformer Upgrades

Subtask 2.1: Materials & Engineering: The Recipient will engage a contractor to design and manufacture the autotransformer upgrade components which may include installing new radiators and fans, as well as upgrading the MCB, magnets, and wires for the fan lines within the control cabinet. Additionally, the wiring between the cooling fans and the control cabinet will be replaced.

Subtask 2.2: Upgrade Autotransformers at Substation. The Recipient will install the autotransformer upgrade components.

Task 3.0: Substation Transformer Replacement: The Recipient will replace existing Distribution Transformers with new and larger transformers.

Subtask 3.1: Materials & Engineering: The Recipient will engage a contractor to design and manufacture the new transformers.

Subtask 3.2: Replace Distribution Transformers: The Recipient, along with a contractor, will remove existing transformers and install new transformers in their place. This project is ready to launch upon contract acceptance and receipt of materials. Commencement will begin immediately upon receipt of materials.

Task 4.0: Substation Ring Bus Configuration: The Recipient will install ring bus configuration to automate a substation.

Subtask 4.1: Materials & Engineering: The Recipient will engage a contractor to design and manufacture the ring bus configuration components.

Subtask 4.2: Install Ring Bus Configuration Components: The Recipient, along with a contractor, will install ring bus configuration components. This project is ready to launch upon contract acceptance and the receipt of materials. Commencement will begin immediately upon receipt of materials.

Task 5.0: Deployment of TripSavers: The Recipient will install TripSavers for self-healing capabilities on the FPUA grid.

Subtask 5.1: Materials & Engineering: The Recipient will identify TripSaver deployment locations and purchase TripSavers.

Subtask 5.2: Deployment of TripSavers: The Recipient staff will install TripSavers. This project is ready to launch within 30 days upon contract acceptance and receipt of materials. FPUA is well-versed in TripSaver installation, and all necessary legal and logistical preparations are in place to proceed.

D. DELIVERABLES

In addition to the deliverables specified in the Federal Assistance Reporting Checklist, the Recipient will submit the following deliverables:

- Annual Go/No Go Decision Briefing Document(s)
- Project Baseline Report and Annual Impact Reports (format to be provided by the FPM)
- Final Project Accomplishments (format to be provided by the FPM, Due 30 days prior to the end of the performance period)

E. BRIEFINGS/TECHNICAL PRESENTATIONS

The Recipient will prepare, and present periodic briefings, technical presentations and demonstrations as requested by the Federal Project Manager, which may be held at a DOE or the Recipient's facility, other mutually agreeable location, or via webinar. Such meetings may include all or a combination of the following:

Kickoff Briefing - Not more than 60 days after submission of the Project Management Plan, the Recipient shall prepare and present a project summary briefing as part of a Project Kickoff Meeting.

Annual Project Review Go/No-Go Briefings – The Recipient shall brief the DOE on the project results to date, progress towards completion of project goals and objectives, and their plans going forward to project completion.

Final Project Briefing - Not less than 30 days prior to the end of the project, the Recipient shall prepare and present a Final Project Briefing on the results and accomplishments of the entire project.

Other Briefings – The Recipient shall prepare and present technical, financial, and/or administrative briefings as requested by the DOE. A project technical review briefing will be conducted no less than annually. Additionally, the DOE may require Recipients to make technical presentations at national and/or industry conferences.

U.S. DEPARTMENT of ENERGY

Federal Assistance Reporting Checklist

Attachment 2

1. Award Number:	2. Program/Project Title:
DE-GD0000890 0002	Infrastructure Investment and Jobs Act (IIJA) - Mitigating Impacts of Extreme Weather and Natural Disasters through Increased Grid Resiliency
3. Recipient:	
Fort Pierce Utilities Authority	

4. Reporting Requirements (see also the Special Instructions)	Frequency	Addresses
I. PROJECT MANAGEMENT REPORTING		
☒ A. Performance Report – Narrative	**Q**	A. EERE PMC
☒ B. Performance Report – Quantitative	**Q**	B. EERE PMC
☒ C. Financial Report (SF-425)	**F, Q**	C. EERE PMC
☐ D. Scientific and Technical Reporting		
☐ 1. Accepted Manuscript of Journal Article(s)	**A5, P**	D.1. OSTI E-Link
☐ 2. Conference Product(s)	**A5, P**	D.2. OSTI E-Link
☐ 3. Technical Report(s)	**A5, P**	D.3. OSTI E-Link
☐ 4. Software & Manual(s)	**A5, P**	D.4. DOE CODE
☐ 5. Dataset(s)	**A5, P**	D.5 OSTI E-Link Datasets
☐ 6. Other STI (Dissertation / Thesis, etc.)	**A5, P**	D.6. OSTI E-Link
☒ E. Intellectual Property Reporting		
☒ 1. Intellectual Property Reporting	**A5, P**	E.1. iEdison
☒ 2. Invention Utilization Report	**A5, P**	E.2. iEdison
☒ F. Project Management Plan (PMP)	**A5**	F. EERE PMC
☒ G. Special Status Report	**A5**	G. See section I.G for instructions and due dates
☐ H. Continuation Application	**A5**	H. EERE PMC
☒ I. Other Project Management Reporting (see Special Instructions)	**A5**	I. See Special Instructions
II. AWARD MANAGEMENT REPORTING		
☒ A. Current and Pending Support	**A5**	A. EERE PMC
☒ B. Demographic Reporting	**A5**	B. EERE PMC
☒ C. Financial Conflict of Interest Report	**A5**	C. EERE PMC
☐ D. Tangible Personal Property Report – Annual Property Report (SF-428 & SF-428A)	**Y**	D. EERE PMC
☒ E. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)	**A5**	E. EERE PMC
☒ F. Uniform Commercial Code (UCC) Financing Statements	**A5**	F. See section II. F. for instructions and due dates
☒ G. Federal Subaward Reporting System (FSRS)	**A5**	G. Sam.gov - FSRS
☐ H. Annual Incurred Cost Proposal (AICP)		
☐ 1. AICP -NETL Cognizant	**Y180**	H. See section II.H. for instructions and due dates
☐ 2. AICP – Other Agency Cognizant	**Y180**	H. See section II.H. for instructions and due dates
☒ I. Fringe Reconciliation Form	**Y180**	I. See Section II. I. for instructions and due dates
☐ J. DOE For-Profit Compliance Audit	**O**	J. See section II. J. for instructions and due dates
☒ K. Single Audit: States, Locals, Tribal Governments, and Non-Profits	**O**	K. See section II. K. for instructions and due dates
☒ L. Other Award Management Reporting (see Special Instructions)	**A5**	L. See Special Instructions
III. CLOSEOUT REPORTING		
☐ A. Final Scientific/Technical Report		
☐ A.1. Final Scientific/Technical Report – Unlimited	**F**	A.1. OSTI E-Link
☐ A.2. Final Scientific/Technical Report – Data Protection	**F**	A.2. OSTI E-Link
☒ B. Invention Certification (DOE F 2050.11)	**F**	B. EERE PMC
☒ C. Tangible Personal Property Report – Final Report (SF-428 & SF-428B)	**F**	C. EERE PMC
☐ D. Verification of Receipt of Accepted Manuscripts	**F**	D. See section III. D. for instructions and due dates
☐ E. Other Closeout Reporting (see Special Instructions)	**F**	E. See Special Instructions

U.S. DEPARTMENT of ENERGY

Federal Assistance Reporting Checklist

Attachment 2

IV. POST-PROJECT REPORTING		
☐ A. Scientific and Technical Reporting	**P**	A. OSTI E-Link
☒ B. Intellectual Property Reporting	**P**	B. iEdison
4. Reporting Requirements (see also the Special Instructions)	Frequency	Addresses
V. INFRASTRUCTURE INVESTMENT AND JOBS ACT/INFLATION REDUCTION ACT REPORTING		
☒ A. Direct Jobs	**O**	A. LCPtracker
☒ B. Davis Bacon Act Semi-Annual Labor Compliance Report	**O**	B. EERE PMC

FREQUENCY CODES AND DUE DATES:

A5 – As Specified or within five (5) calendar days after the event.

F – Final; within 120 calendar days after expiration or termination of the award.

O – Other: See instructions for further details.

P – Post-project (after the period of performance); within five (5) calendar days after the event, or as specified.

Q – Quarterly; within 30 calendar days after the end of the federal fiscal year quarter.

S – Semiannually; within 30 days after end of the reporting period.

Y – Yearly; within 90 calendar days after the end of the federal fiscal year or termination of the award.

Y180 – Yearly; within 180 calendar days after the close of the recipient's fiscal year.

FULL URLS:

OSTI E-Link: https://www.osti.gov/elink/2413-submission.jsp
OSTI E-Link Datasets: https://www.osti.gov/elink/2416-submission.jsp
DOE CODE: https://www.osti.gov/doecode/
iEdison: https://www.nist.gov/iedison
EERE PMC: https://www.eere-pmc.energy.gov/SubmitReports.aspx
FSRS: https://sam.gov/fsrs
LCPtracker: https://www.lcptracker.com

5. Special Instructions:

Recipient's fiscal year end date: 09/30

☒ No indirect costs proposed
☐ De minimis rate used and No fringe proposed

I. Project Management Reporting:

I. Other

If deliverables are identified in the Statement of Project Objectives, Award Attachment 1, the Recipient will submit the deliverables in accordance with the instructions contained therein.

II. Award Management Reporting

L. Trafficking in Persons

If the estimated value of services required to be performed under the grant or cooperative agreement outside the United States exceeds $500,000, private entities and State, local, government, Indian Tribe, or foreign public entities when a private entity could be a subrecipient must submit an annual certification to the cognizant Grants Officer that states the following:

- The recipient has implemented a plan meeting the requirements of 2 CFR 175.105(b)(3)-(5) to prevent the activities described in 2 CFR 175(a) and is in compliance with this plan;
- The recipient has implemented procedures to prevent activities described in 2 CFR 175(a) and to monitor, detect, and terminate any subrecipient, contractor, subcontractor, or employee of the recipient engaging in any activities described in 2 CFR 175.105(a); and
- To the best of the recipient's knowledge, neither the recipient, nor any subrecipient, contractor, or subcontractor of the selectee or any agent of the selectee or of such a subrecipient, contractor, or subcontractor, is engaged in any activities described in 2 CFR 175.105(a).

DOE may ask selectees to provide a copy of their Trafficking in Persons compliance plan.

III. Closeout Reporting:

E. Other:

The Recipient must submit a Scientific and Technical Information (STI) Certification to the cognizant Grants Management Specialist. The STI Certification can be found here: STI Form. The purpose of this certification is to ensure that the STI resulting from the DOE-funded research and development is properly submitted in accordance with the terms and conditions of the award. STI includes, but is not limited to, technical reports, scientific/technical conference papers and presentations, theses and dissertations, journal citations, manuscripts and published articles, videos, software, patents, and datasets.

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Reporting Instructions (04/2026)

Throughout the performance of the project, it is important that you mark Protected Data/Limited Rights Data as described in Appendix A. It is equally important that you not submit Protected Personally Identifiable Information (Protected PII) to DOE. See Appendix A for guidance on Protected PII.

I. Project Management Reporting

A. Performance Report Narrative (PRN)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 30 calendar days after the end of the quarterly reporting period (January 30, April 30, July 30, October 30)

Every quarter, the prime recipient is required to submit a Performance Report - Narrative (PRN) and a Performance Report Quantitative (PRQ) for the project. Together these two documents summarize the entirety of work performed by the prime recipient, subrecipients, and contractors. The Performance Report - Narrative contains qualitative information on the project progress. The Performance Report - Quantitative captures quantitative information on the project progress. The PRN must include the following information. A PRN template is available at: Performance Report Narrative | Department of Energy with the intent to reduce the administrative burden by promoting the use of common formats.

1. Cover Page

a. Federal Agency and Organization Element to Which Report is Submitted
b. Federal Grant or Other Identifying Number Assigned by Agency
c. Project Title
d. Program Director/Principal Investigator/Lead Project Manager (PD/PI) Name, Title, and Contact Information (e-mail address and phone number)
e. Business Contact Name, Title, and Contact Information (e-mail address and phone number)
f. Submission Date
g. Recipient Organization (Name and Address)
h. Period of Performance (Start Date, End Date)
i. Budget Period (Start Date, End Date)
j. Reporting Period (Start Date, End Date)
k. Certification by the Submitting Official that includes: Signature of Submitting Official (electronic signatures (i.e., Adobe Acrobat) are acceptable); date of signature; and the following certification statement:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001, Section 287 and Title 31, Sections 3729-3730). I further understand and agree that the information contained in this report are material to Federal agency's funding decisions and I have an ongoing responsibility to promptly update the report within the time frames stated in the terms and conditions of the above referenced Award, to ensure that my responses remain accurate and complete.

2. Summary

The purpose of the Summary is to describe a high-level status on the items listed below. This section should be a mix of short paragraphs and bullet points.

Major Goals and Objectives

Provide a summary of the major project goals and objectives. This should be the same from quarter to quarter and align with the Statement of Project Objectives (SOPO)/Statement of Work (SOW).

Technical Achievement(s)

Provide a summary of all significant technical progress of the project in achieving objective and programmatic goals during the life of the project. This should include key outcomes or other achievements, such as major findings, developments, or conclusions (both positive and negative), information dissemination, etc. This section should be a cumulative summary of technical achievements with newly added comments for the current reporting period highlighted.

Impact

State how the findings, results, or techniques developed in this project will continue to make an impact on the specific fields of research in this project and in other disciplines, which may include training and educational experiences; human resource development in science, engineering, and technology; technology transfer; and societal impacts.

Project Schedule Status

Provide a narrative summary of the status of tasks with respect to the plan for the quarter and budget period. If deviations from the schedule are noted, describe the impacts and mitigation alternatives that are in place or planned in the Changes/Problems section below.

Project Budget Status
Provide a summary of the project expenditures and costs with respect to the plan for the quarter and budget period. If applicable, describe the variance, associated impacts, and mitigation alternatives that are in place or planned in the Changes/Problems section below.

Changes/Problems
Include any planned or anticipated changes to scope, schedule, or budget. Proposed award modifications noted solely within a Performance Report do not constitute a proposed award modification. Significant changes to the award scope, schedule, and budget must be submitted to the Grants Management Specialist and the Project Officer and must be approved by the Grants Officer. If there is nothing significant to report during this reporting period, state "Nothing to Report."

Key Personnel Changes
Describe planned or actual changes in principal investigator, business contacts, or senior/key personnel and the impact to achieving project objectives.

Scope Issues
Describe issues with completing the required project scope identified in the SOPO/SOW, the impacts to achieving project objectives and program goals if applicable, and proposed mitigation alternatives. The quantitative impact to achievement of Technical Milestones and Go/No Go decision points and key deliverables should also be addressed.

Schedule Issues
Describe issues with achieving the planned activities identified in the project schedule and the impact to the award budget period end dates and the overall award period of performance. The quantitative impact to the timing of Technical Milestones and Go/No Go decision points, and key deliverables should also be addressed.

Budget Issues
Describe changes during the reporting period that may have a significant positive or negative impact on expenditures or the overall budget.

3. **Special Reporting**
Respond to any special reporting requirements specified in the award Terms and Conditions, as well as any award specific reporting requirements outlined in the FARC Special Instructions.

B. Performance Report Quantitative (PRQ)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 30 calendar days after the end of the quarterly reporting period (January 30, April 30, July 30, October 30)

Every quarter, the prime recipient is required to submit a Performance Report Narrative (PRN) and a Performance Report - Quantitative (PRQ) for the project. Together these two documents summarize the entirety of work performed by the prime recipient, subrecipients, and contractors. The Performance Report - Narrative contains qualitative information on the project progress. The Performance Report - Quantitative captures quantitative information on the project progress. The PRQ must include the following information. A template is available at: Performance Report Quantitative | Department of Energy with the intent to reduce the administrative burden by promoting the use of common formats.

1. **Organizations**
   Identify all subrecipients, contractors, U.S. National Laboratories, partners, and collaborating organizations. Recipients must also include all foreign collaborators as outlined in the Foreign Collaboration Considerations term of the award Terms and Conditions. For each, provide name, UEI, zip code or latitude/longitude, role in the project, contribution to the project, and start and end date.

2. **Tasks and Milestones**
   Enter all tasks and milestones identified in your Statement of Project Objectives (SOPO), Project Management Plan (PMP), or other document which outlines your project scope, schedule and budget, and Cybersecurity Plan (if directed by your DOE Project Team). Each quarter, update the status of the task/milestone, the physical percent complete, and, when applicable, the actual month complete.

3. **Contractual Cost Summary**
   For each subrecipient and contractor working on the project (excluding FFRDCs), provide a summary of the work, approved budget, and actual expenses.

4. **Cost Summary**
   Using your approved budget, enter the project costs by budget category and report actual expenses each quarter. Also include budgeted and actual recipient cost share.

5. **Spend Plan**
   For both federal and recipient cost share, enter the planned spending for the entire project period. Planned spend means when the project team anticipates incurring costs. Each quarter, update with actual federal and recipient spend.

6. **Earned Value Management**
   When required by your DOE project team, complete the table for Earned Value Management.

7. **Products**

   What has the project produced?

   List any products resulting from the project during the reporting period. Specific product submission instructions can be found in Scientific and Technical Reporting. Examples of products include: publications, conference papers, and presentations; website(s); technologies or techniques; inventions, patent applications, and/or licenses; and other products, such as data or databases, physical collections, audio or video products, software or NetWare, models, educational aids or curricula, instruments or equipment, research material, interventions (e.g., clinical or educational), new business creation or any other public release of information related to the project.

   a. **Publications, conference papers, and presentations**
      Report the publication(s) resulting from the work under this award.

      Please note: Recipients must use the DOE acknowledgement and legal disclaimer language as described in the Special Terms and Conditions.

      The recipient is reminded that all data produced under the award should comply with the award's data management plan (DMP), if applicable. The DMP provides a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publication. At a minimum, the DMP (1) describes how data sharing and preservation will enable validation of the results from the proposed work, how the results could be validated if data are not shared or preserved and (2) has a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publications.

      i. **Accepted Manuscript(s) of Journal Article**
         List peer-reviewed articles or papers that have been submitted for publication in scientific, technical, or professional journals. Include any paper submitted for peer-reviewed publication in the periodically published proceedings of a scientific society, a conference, or the like. A publication in the proceedings of a one-time conference, not part of a series, should be reported under "Books or other non-periodical, one-time publications."

         Identify for each publication: Author(s); title; journal; volume: year; page numbers; status of publication (published; accepted, awaiting publication; submitted, under review; other); acknowledgement of federal support (yes/no);

legal disclaimer language (yes/no). Also see instructions under **II. Scientific/Technical Reporting** regarding the submission of accepted manuscripts and other STI as appropriate.

ii. Books or other non-periodical, one-time publications

Report any book, monograph, dissertation, abstract, or the like published as or in a separate publication, rather than a periodical or series. Include any significant publication in the proceedings of a one-time conference or in the report of a one-time study, commission, or the like.

Identify for each one-time publication: author(s); title; editor; title of collection, if applicable; bibliographic information; year; type of publication (book, thesis or dissertation, other); status of publication (published; accepted, awaiting publication; submitted, under review; other); acknowledgement of federal support (yes/no); legal disclaimer language (yes/no).

iii. Other publications, conference papers and presentations

Identify any other publications, conference papers and/or presentations not reported above. Specify the status of the publication as noted above.

b. Website(s)

List the URL for any Internet site(s) that disseminates the results of the research activities. A short description of each site should be provided. It is not necessary to include the publications already specified above in this section.

c. Technologies or techniques

Identify technologies or techniques that have resulted from the research activities. Describe the technologies or techniques and how they are being shared.

d. Inventions, patent applications, and/or licenses

Identify inventions, patent applications with date, and/or licenses that have resulted from the research. Submission of this information as part of an interim report or Final Technical Report is not a substitute for any other invention reporting required under the terms and conditions of an award.

e. Other products

Identify any other significant products that were developed under this project. Describe the product and how it is being shared. Examples of other products are: Data or databases; Physical collections; Audio or video products; Software or NetWare; Models; Educational aids or curricula; Instruments or equipment; Research material (e.g., germplasm, cell lines, DNA probes, animal models); Interventions (e.g. clinical, educational); new business creation; and Other.

8. **Participants**
   The following information on participants (individuals) was provided during award negotiations. On a quarterly basis, provide updates as needed. For changes to covered individuals, please refer to the Current and Pending Support reporting for additional requirements.

   a. **What individuals have worked on the project?**
      Provide the following information for individuals at the prime recipient and subrecipient level: (1) all senior and key personnel; and (2) each person who has worked or is expected to work at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort).
      i. Name
      ii. Organization
      iii. Job Title
      iv. Role in the project
      v. Start and end date (month and year) working on the project
      vi. State, U.S. territory, and/or country of residence
      vii. Whether this person collaborated with an individual or entity located in a foreign country in connection with the scope of this Award, and
      viii. If yes to a.vii, whether the person traveled to the foreign country as part of that collaboration, and, if so, where and what the duration of stay was.

9. **Special Reporting Requirements**
   Respond to any special reporting requirements specified in the award terms and conditions, as well as any award specific reporting requirements.

C. Financial Report SF-425 Federal Financial Report

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 30 calendar days after the end of the quarterly reporting period (January 30, April 30, July 30, October 30) **and** within 120 calendar days after expiration or termination of the award

Every quarter, the prime recipient is required to submit a completed SF-425 for the project to DOE, covering the entirety of work performed by the prime recipient, subrecipients, and contractors – to DOE. A fillable version of the SF-425 is available at Post-Award Reporting Forms | Grants.gov.

D. Scientific and Technical Reporting

The dissemination of scientific and technical information (STI) ensures public access to the results of federally funded research. STI refers to information products in any medium or format used to convey results, findings, or technical innovations from research and

development or other scientific and technological work that are prepared with the intention of being preserved and disseminated in the broadest sense applicable (i.e., to the public or, in the case of controlled unclassified information or classified information, disseminated among authorized individuals). By properly submitting STI to DOE Energy Link System (E-Link), the information will be made available to the public through OSTI.GOV.

NOTE: SCIENTIFIC/TECHNICAL PRODUCTS INTENDED FOR PUBLIC RELEASE MUST NOT CONTAIN PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII). Please refer to Appendix A for more information.

NOTE: For awards made after August 8, 2024, the digital persistent identifier (e.g., ORCID iD) for individuals must be used when publishing products (when that is an option). The digital persistent identifier for individuals must be provided when reporting outputs to the Department of Energy Office of Scientific and Technical Information (DOE OSTI).

1. Accepted Manuscript of Journal Article

Submit to:	DOE Energy Link System (E-Link) available at https://www.osti.gov/elink/2413-submission.jsp
Submission deadline:	No later than the published online date of the article

Public access to scholarly publications is enabled by providing the Accepted Manuscript (AM) of the Journal Article to DOE OSTI and is consistent with the U.S. Government's retained license to published results of federally-funded research. If the recipient has a journal article accepted for publication which includes information/data produced under the award, then the recipient must submit an AN 241.3, as described below, no later than the published online date of the article.

Content. The recipient is to provide the final peer-reviewed AM, i.e., the version of a journal article that has been peer reviewed and accepted for publication in a journal. Do NOT submit the journal's published version of the article, i.e., do NOT submit a copyrighted reprint.

DOE will make no additional review of the content of the AM because the AM is the version of the journal article with the content to be published (i.e., publicly released) by the journal publisher.

The recipient must self-certify at the time of submission to DOE via E-Link that the content is appropriate and that it is not a copyrighted reprint, i.e., the final version of the published article. Recipients are reminded that the article is to include an acknowledgement of federal support and a legal disclaimer as required in the "Publications" Term in the award Special Terms and Conditions.

The recipient is also reminded that all data produced under the award should comply with the award's data management plan (DMP). The DMP provides a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publication. At a minimum, the DMP (1) describes how data sharing and preservation will enable validation of the results from the proposed work, how the results could be validated if data are not shared or preserved and (2) has a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publications.

Electronic Submission Process. The AM of the Journal Article must be provided electronically via the DOE Energy Link System (E-Link) and must be accompanied by a completed DOE Announcement Notice (AN) 241.3 (https://www.osti.gov/elink/2413-submission.jsp).

2. Conference Product(s)

Submit to:	DOE Energy Link System (E-Link) available at https://www.osti.gov/elink/2413-submission.jsp
Submission deadline:	Within five (5) calendar days after the event, or as specified

The recipient must submit a copy of any scientific/technical conference papers, proceedings, or presentations.

Content: The content should include a copy of the paper, presentation, or proceeding and: (1) name of conference; (2) location of conference; (3) date of conference; and (4) conference sponsor. Also include an acknowledgement of federal support and a legal disclaimer as described in the Special Terms and Conditions.

Electronic Submission Process: Scientific/technical conference proceedings, papers/presentations or must be submitted via the DOE Energy Link System (E-Link) with a completed DOE Announcement Notice (AN) 241.3 (https://www.osti.gov/elink/2413-submission.jsp).

The recipient is responsible for ensuring the suitability of the content for public release. The terms and conditions of award provide that submissions must not contain any Protected Personally Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

3. Technical Report(s)

Submit to:	DOE Energy Link System (E-Link) available at https://www.osti.gov/elink/2413-submission.jsp
Submission deadline:	Within five (5) calendar days after the event, or as specified

The recipient must submit a copy of any scientific/technical reports.

Content: The content should include a copy of the report as well as an acknowledgement of federal support and a legal disclaimer as described in the Special Terms and Conditions.

Electronic Submission Process: Scientific/technical reports must be submitted via the DOE Energy Link System (E-Link) with a completed DOE Announcement Notice (AN) 241.3 (https://www.osti.gov/elink/2413-submission.jsp).

The recipient is responsible for ensuring the suitability of the content for public release. The terms and conditions of award provide that submissions must not contain any Protected Personally Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

4. Software & Manual(s)

Submit to:	DOE CODE: https://www.osti.gov/doecode/
Submission deadline:	Within five (5) calendar days after the event, or as specified

The recipient must submit all software deliverables created under the award, as well as any accompanying documentation or manuals.

DOE CODE is DOE's software services platform for submitting and searching for software resulting from DOE-funded research. Through submission to DOE CODE, users have the option to obtain a Digital Object Identifier (DOI) for the code, making it more easily discoverable, citable, and shared.

Content. When a recipient submits software to OSTI through DOE CODE, a set of required metadata elements and a link to the software repository must be provided.

Submission Process. Recipients will submit software by going to https://www.osti.gov/doecode/. Before submissions can be made, the recipient will be required to create an account. The recipient may create an account by visiting the top right of the DOE CODE homepage. Once the account is created, submissions may be

made through the submit software/code link on the homepage. For more information about DOE CODE please visit https://www.osti.gov/doecode/faq.

5. Dataset(s)

Submit to:	DOE Energy Link System (E-Link) available at https://www.osti.gov/elink/241-6-submission.jsp
Submission deadline:	Within five (5) calendar days after the event, or as specified

Scientific/technical datasets (data-streams, data files, etc.) support the technical reports and published literature resulting from DOE-funded research. They are also recognized as valuable information entities in their own right that, now and in the future, need to be available for citation, discovery, retrieval, and reuse. The assignment and registration of a Digital Object Identifier (DOI) is a free service for DOE-funded researchers which is provided by OSTI to enhance access to this important resource. In order to obtain a DOI, provide to OSTI the specific data elements relevant to the dataset, as specified in DOE AN 241.6.

Content. If the recipient generates publicly available datasets resulting from work funded by DOE, they may announce these datasets to OSTI and have them registered with DataCite to obtain a DOI, which ensures long-term linkage between the DOI and the dataset's location. To register and publicly announce a dataset, the recipient must provide an AN 241.6, including the required data elements needed for describing the dataset. Note: Do NOT submit the dataset itself, only the metadata for registering the dataset, obtaining a DOI, and announcing its availability.

Electronic Submission Process. Notification of scientific datasets must be submitted electronically via the DOE Energy Link System (E-Link) and must be accompanied by a completed DOE Announcement Notice (AN) 241.6 (https://www.osti.gov/elink/241-6-submission.jsp). Within the AN 241.6, provide relevant information about the dataset as well as the URL where the dataset can be accessed.

6. Other STI (Dissertation / Thesis, etc.)

Submit to:	https://www.osti.gov/elink/2413-submission.jsp
Submission deadline:	Within five (5) calendar days after the event, or as specified

Recipients are encouraged to announce other forms of STI especially if they are the primary means by which certain research results are disseminated or if they contain research results not already announced to DOE by the recipient in technical reports, accepted journal articles, conference products, software, and datasets.

Other types of scientific and technical information produced which may be used for public dissemination of project results include: dissertation/thesis, patent, book, or other similar products. These types of STI may also be announced using DOE AN 241.3 by following instructions on the E-Link website (https://www.osti.gov/elink/2413-submission.jsp).

E. Intellectual Property Reporting

1. Intellectual Property Reporting

Submit to:	https://www.nist.gov/iedison
Submission deadline:	Within five (5) calendar days after the event, or as specified

iEdison requires a login and password. If the recipient's organization does not already have an iEdison administrator account, the recipient may register for one at: iEdison Registration.

In accordance with the patent rights clause of the award, the recipient and subrecipient(s), if any, must complete the following intellectual property reports in iEdison when applicable:

Disclosing a subject invention, including anticipated uses and sales (use iEdison's Invention Report);

Reporting publications, manuscript submissions, or other public disclosures concerning a subject invention (add documents to the Invention Report);

If authorized by the award agreement, electing (or declining) to retain title to a subject invention (modify the Invention Report and input "Title Election Date" or "Not Elect Title Reason");

Disclosing the filing or termination of patent applications on a subject invention (i.e., patent applications disclosing or claiming a subject invention). Patent disclosures must be made (using iEdison's Patent Report) for filing the following patent applications:

- An initial domestic patent application (including provisional or non-provisional);
- A domestic divisional or continuation patent application;
- A domestic continuation-in-part application; and
- A foreign patent application.

Discontinuing prosecution of a patent application, maintenance of a patent, or defense in a patent reexamination or opposition proceeding, regardless of jurisdiction (modify the Patent Report); and,

Requesting an extension of time to:

- Elect (or decline) to retain title to a subject invention (modify the Invention Report); and
- File an initial domestic or foreign patent application (modify the Invention Report).

Failure to submit Intellectual Property Reporting Forms in a timely manner may result in forfeiture of the recipient's or subrecipient's rights in the subject inventions and related patent applications.

2. Invention Utilization Report

Submit to:	https://www.nist.gov/iedison
Submission deadline:	For each subject invention, reports are due annually once the recipient or subrecipient elects to retain title to the subject invention and must continue to be provided for 10 years thereafter

The recipient and subrecipient(s) must provide Invention Utilization Reports for each subject invention that the recipient or subrecipient retains ownership. Reports are due annually starting one year after the recipient or subrecipient elects to take title and must continue to be provided for 10 years thereafter or until the recipient or subrecipient informs DOE in writing that it no longer wants to retain title in the subject invention. Failure to submit Invention Utilization Reports in a timely manner may result in forfeiture of the recipient's or subrecipient's rights in the subject inventions.

F. Project Management Plan (PMP)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within six (6) weeks of the effective date of the award

Iterations and Maintenance

The recipient is required to develop, update, and adhere to a project management plan. The purpose of the plan is to establish cost, schedule, and technical performance baselines, and to formalize the processes by which the project will be managed. These processes include considerations such as risk management, change management, and communications management. While it is primarily the project recipient's responsibility to maintain the plan, federal staff may request changes. The plan is intended to be a living document, modified as necessary, and comprising the following iterations:

Application Draft

The recipient must submit a draft of the project management plan with the initial application for financial assistance.

Negotiation Draft
The selected recipient may be required by the selecting Office to revise its project management plan during the negotiation phase.

Active Plan
Following formal award of the financial assistance agreement, the recipient must submit an updated project management plan, to include any changes requested during negotiation and a timeline based upon the actual award date.

1. **Revised Plan(s)**

   During the life of the project the recipient must submit a revised project management plan based on the following circumstances:

   a. Developments that have a significant favorable impact on the project.

   b. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award, or which may require the program office to respond to questions relating to such events from the public. Specifically, the recipient must update the plan when any of the following incidents occur:

   i. Any event which is anticipated to cause significant schedule or cost changes, such as changes to the funding and costing profile or changes to the project timeline.
   ii. Any change to Technology Readiness Level.
   iii. Any significant change to risk events (including both potential and realized events) or to risk management strategies.
   iv. Failure to meet a milestone or milestones; any dependencies should be adjusted.
   v. Any changes to partnerships.
   vi. Any significant change to facilities or other project resources.
   vii. Any other incident that has the potential for high visibility in the media.

2. **Content of revised PMP**

   Project Title: The DOE award number and project title
   Recipient Organization: Official name of the recipient organization
   Principal Investigator: The name and title of the project director/ principal investigator
   Date of Plan: The date the plan or plan revision was completed

   The revised PMP must describe changes to any of the following sections of the PMP as well as provide updated versions of any logs, tables, charts, or timelines.

a. Executive Summary:
Provide a description of the project that includes the objective, project goals, and expected results. The description should include a high-level description of the technology, potential use or benefit of the technology, location of work sites and a brief discussion of work performed at each site, along with a description of project phases (if the project includes phases).

b. Technology Readiness Levels (TRLs):
Identify the readiness level of the technology associated with the project as well as the planned progression during project execution. A detailed explanation of the rationale for the estimated technology readiness level should be provided. Specific entry criteria for the next higher technology readiness level should be identified.

c. Risk Management:
Provide a summary description of the proposed approach to identify, analyze, and respond to potential risks associated with the proposed project. Project risk events are uncertain future events that, if realized, impact the success of the project. At a minimum, include the initial identification of significant technical, resource, and management issues that have the potential to impede project progress and strategies to minimize impacts from those issues. The risk management approach should be tailored to the TRL. If a project or task is expected to progress to a higher TRL, then the risk plan should address the retirement of any risks associated with the first TRL and identify new risks related to moving to the next TRL. Additionally, the risk management approach should include risk opportunities that if realized, could benefit the project.

d. Milestone Log:
Provide milestones for each budget period (or phase) of the project. Each milestone should include a title and planned completion date. Milestones should be quantitative (e.g., a date, a decision to be made, a key event) and show progress toward budget period and/or project goals. Milestones should also be important and few. Higher TRL projects (Demonstration and Deployment) typically have the most detailed milestone logs compared to lower TRL level projects (Research and Development). If applicable, milestones chosen should clearly reflect progress through various TRL stages.

Note: The Milestone Status must present actual performance in comparison with the Milestone Log, and include:

- The actual status and progress of the project,
- Specific progress made toward achieving the project's milestones, and
- Any proposed changes in the project's schedule required to complete milestones.

e. Funding and Costing Profile:
Provide a table (the Project Funding Profile) that shows, by budget period, the amount of government funding going to each project team member. Also, a table (the Project Costing Profile) which projects, by month, the expenditure of both government and recipient funds for the first budget period, at a minimum. The Funding and Costing Profile should show the relationships with the Milestone Log (Item d above) and Project Timeline (Item f below); for example, Funding and Costing information could be shown as an overlay on milestone or timeline charts.

f. Project Timeline:
Provide a timeline of the project (similar to a Gantt chart) broken down by each task and subtask, as described in the Statement of Project Objectives. The timeline should include a start date and end date for each task, as well as interim milestones. The timeline should also show interdependencies between tasks and include the milestones that are identified in the Milestone Log (Item d above). The timeline should also show the relationship to the Project Costing Profile (Item e above). If applicable, the timeline should include activities and milestones related to achieving succeeding TRLs.

g. Success Criteria at Decision Points:
Provide well-defined success criteria for each decision point in the project, including go/no-go decision points and the conclusions of budget periods and the entire project. The success criteria should be objective and stated in terms of specific, measurable, and repeatable data. Usually, the success criteria pertain to desirable outcomes, results, and observations from the project. Key milestones can be associated with success criteria. If applicable, the success criteria should include exit criteria for progressing from one TRL to the next.

h. Key Partnerships, Teaming Arrangements and Team Members:
Provide a list of key team members in the project as well as the role and contact information of each. A hierarchical project organization and structure chart should be provided along with a description of the role and responsibilities of each team member in terms of contribution to project scope. The section should also include key team members who fulfill single or multiple roles within a project as well as the contact information for each.

i. Facilities and Resources:
Provide a list of project locations along with a discussion of capabilities and activities performed at each site in terms of contribution to project scope. The address of each work site should be provided.

j. Communications Management:
Describe the communications needs and expectations for the project team members. The communications plan may be simple or detailed, depending on the

complexity of the project. At a minimum, the plan should include contact information, methods of communicating and anticipated frequency.

k. Change Management:
Provide a description of the process for managing change on the project. Describe how change will be monitored, controlled and documented within the project. This includes, but is not limited to, changes to the Scope, Schedule, and Budget. If applicable, Change Management should include assessing how changes impact TRLs.

G. Special Status Reports

Submit to:	See instructions below, submit either by email to the Federal Project Manager or to https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	As specified, see instructions below, submit either in 48 hours or within five (5) business days after the event

Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award, or which may require DOE to respond to questions relating to such events from the public. The recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition.

Within forty-eight (48) hours, provide notification to the DOE Federal Project Manager by email, with a copy to the DOE cognizant Grants Officer, the following events:

1. Any fatality, injury, or illness that results in loss of consciousness or requires medical treatment beyond first aid involving an employee, or member of the public.
2. An imminent or actual environmental contamination or the need for environmental cleanup (including, but not limited to, contamination or cleanup resulting from an accident connected to or arising from the presence, leakage or spill of hazardous materials) in accordance with National Environmental Policy Act 42 USC §§4321, et seq. Examples of due care may include, but are not limited to, visual site inspection of any portions of the property where environmental contamination is likely or suspected, or other reasonable measures. Such notice must be made to DOE following any immediate mitigation efforts, as appropriate, and contacts made to requisite agencies.
3. Actual physical property damage in excess of $50,000.

Within 48 hours, the recipient is responsible for reporting cybersecurity incident(s) as follows:

4. The recipient is responsible for identifying a cybersecurity incident. In general, a cybersecurity incident is identified as any incident that may cause financial harm or loss of intellectual property created or supported in performance of the award, including malware and ransomware attacks; affecting operations or the security of,

or access to, data, including disruption of both physical operations and business operations for a duration greater than one (1) hour or any Cybersecurity incidents that have national security implications.

Once identified, the Recipient is responsible for reporting Cybersecurity incidents to the Cyber Incident mailbox within 48 hours of the incident. The recipient sends a password protected document via email attachment that includes the date and time of the incident, a high-level description of the incident, a summary of the known impacts, and current and planned mitigation activities. The recipient sends a second email to the Cyber Incident mailbox including the password to the protected document.

Within 5 business days, submit to https://www.eere-pmc.energy.gov/SubmitReports.aspx:

5. If the recipient or project team member receives any other award of federal funds for activities that potentially overlap with the activities funded under the DOE award, the recipient must promptly notify DOE in writing of the potential overlap and state whether project funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under the DOE award;
6. If an individual on the project team is or is believed to be participating in a foreign government-sponsored talent recruitment program of a foreign country of risk.
7. If the recipient is considering new collaborations with foreign entities and governments, the recipient must provide written notification to DOE and await further guidance from DOE prior to contacting the proposed foreign entity or government regarding the potential collaboration or negotiating the terms of any potential agreement. In general, a collaboration will involve some provision of a thing of value to, or from, the recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the DOE award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the DOE award but resulting in provision of a thing of value from or to the DOE award must also be reported.
8. Any current or pending subsidiary, foreign business entity, or offshore entity that is based in or funded by any foreign country of risk or foreign entity based in a country of risk;
9. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an entity owned by a country of risk or foreign entity based in a country of risk;
10. Any current or pending change in ownership structure of the recipient or subrecipients that increases foreign ownership related to a country of risk. Each notification shall be accompanied by a complete and up-to-date capitalization table showing all equity interests, held including limited liability company (LLC) and

partnership interests, as well as derivative securities. Include both the number of shares issued to each equity holder, as well as the percentage of that series and of all equity on fully diluted basis. For each equity holder, provide the place of incorporation and the principal place of business, as applicable. If the equity holder is a natural person, identify the citizenship(s);

11. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
12. Any current or pending technology licensing, transfer or intellectual property sales to a foreign country of risk within the same technology area as the award (e.g., batteries, biotechnology, grid, energy generation and storage, advanced computing);
13. Any changes to the recipient or the subrecipient's board of directors, including additions to the number of directors, the identity of new directors, as well as each new director's citizenship, shareholder affiliation (if applicable); each notification shall include a complete up-to-date list of all directors (and board observers), including their full name, citizenship and shareholder affiliation, date of appointment, duration of term, as well as a description of observer rights as applicable.
14. Any proposed changes to the equipment used on the project that would result in:
    a. Unmanned aircraft, control, and communications components originally made or manufactured in a foreign country of risk (including relabeled or rebranded equipment).
    b. Coded equipment where the source code is written in a foreign country of risk.
    c. Equipment from a foreign country of risk that will be connected to the internet or other remote communication system.
    d. Any entity from a foreign country or risk that will have physical or remote access to any part of the equipment used on the project after delivery.
15. Potential or actual violations of environmental, health, safety, or labor laws and regulations, any significant environmental permit violation, and any incident which causes a significant process or hazard control system failure;
16. Any incident arising out of or relating to work under the award that has the potential for high visibility in the media;
17. Potential or actual violations of federal, state, and municipal laws arising out of or relating to work under the award;
18. Potential or actual noncompliance with DOE reporting requirements under the award;
19. Potential or actual bankruptcy/insolvency of the prime recipient or subrecipient;
20. Potential or actual violation of U.S. export control laws and regulations arising out of or relating to the work under the award;
21. Any notices or claims of patent or copyright infringement arising out of or relating to the performance of the DOE award;
22. Refusal of a subrecipient to accept flow down requirements in the Special Terms and Conditions and/or any Attachment to the DOE award;

23. Any improper claims or excess payments arising out of or relating to work under the award;
24. Potential or actual violations of the cost share requirements under the award;
25. Potential or actual violations of the lobbying restrictions in the award;
26. Any event which is anticipated to cause a significant schedule slippage or cost increase; and
27. Developments that have a significant favorable impact on the project.

H. Continuation Application

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within five (5) calendar days after the event, or as specified

A continuation application is a non-competitive application for an additional budget period within a previously approved period of performance. The continuation application should be submitted at least ninety (90) calendar days before the end of each budget period, or as specified in the Special Terms and Conditions of the award.

I. Other (see Special Instructions)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within five (5) calendar days after the event, or as specified

II. Award Management Reporting

A. Current and Pending Support

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx or as instructed below.
Submission deadline:	Within thirty (30) calendar days only when there is a change to Current and Pending Support for existing covered individuals

Prior to award, the Recipient was required to provide current and pending support disclosure statements (*"CPS Common Form"*) and a Biographical Sketch (*"Biosketch"*) for each covered individual, as defined by the award Terms and Conditions, at the recipient and subrecipient level, regardless of funding source.

New Covered Individuals:
Before new covered individuals may start work on the project, the Recipient must submit *CPS Common Forms* and *Biosketch(es)* for new covered individuals and must receive prior approval from DOE/NNSA. R&D covered individuals must comply with the Digital Persistent Identifier (PID) and Research Security Training Requirements Terms and Conditions.

Changes to Previously Submitted Current and Pending Support Disclosures During the Period of Performance of the Award:
The Recipient must ensure that the covered individuals are aware that, should circumstance changes which impact the responses previously provided on either the *CPS Common Form* or the *Biosketch*, the individual must submit an updated *CPS Common Form* and/or updated *Biosketch*. The Recipient must submit the updated *CPS Common Form(s)* and updated *Biosketch(s)* to DOE within 30 calendar days after the end of the quarterly reporting period in which the change occurred. Reporting Timeframe Exception: Adjustments to level of effort on previously reported support that is not foreign country of concern (FCOC)-related may be reported with the next scheduled annual progress report.

How to Submit New or Updated Forms:
Generate the *CPS Common Form* and *Biosketch* via SciENcv (Science Experts Network Curriculum Vitae). SciENcv will produce a DOE compliant PDF version of the Common Forms. Reder to the Special Terms and Conditions associated with the award for additional information.

Instructions for First-Time SciENcv Users:

1. Navigate to SciENcv (Science Experts Network Curriculum Vitae)
2. To log in, click More Options, Login.gov, then sign in
3. From the dashboard, click Manage SciENcv, then click Create New Document
4. Select DOE Biographical Sketch or DOE Current and Pending (Other) Support
5. From there, it is an easy web interface to add responses
6. When ready, click Download PDF, which will prompt the user to certify their responses, then the document will download and can be sent to DOE.

B. Demographic Reporting

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 30 days after issuance of award

DEMOGRAPHIC INFORMATION FOR SIGNIFICANT CONTRIBUTORS

Demographic data (i.e., gender, ethnicity, race, and disability status) should be provided directly by the Principal Investigator, Program Director, and Business Contact with the understanding that the submission of this report is mandatory. There are no adverse consequences for responding “Do not wish to provide” in any question. Confidentiality of demographic data will be in accordance with agency’s policy and practices for complying with the requirements of the Privacy Act. Demographic Reporting is submitted via a web-based form in the PMC and includes the questions outlined below.

Gender:
- Male
- Female
- Do not wish to provide

Ethnicity:
- Hispanic or Latina/o
- Not-Hispanic or not-Latina/o
- Do not wish to provide

Race (select one or more):
- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or other Pacific Islander
- White
- Do not wish to provide

Disability Status:

- Yes (check yes if any of the following apply to you)
  - Deaf or serious difficulty hearing
  - Blind or serious difficulty seeing even when wearing glasses
  - Serious difficulty walking or climbing stairs
  - Other serious disability related to a physical, mental, or emotional condition.
- No
- Do not wish to provide

This measure is designed as a binary measure; it encompasses all self-reported disabilities. Please do not use it to report the number of individuals who have different types of disabilities (e.g., hearing impairments).

Note: This construct is not designed to be used at an individual-level (i.e., it should not be used for determining accommodation needs or disability status for particular individuals associated with the project).

C. Financial Conflict of Interest Report

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within thirty (30) calendar days only when there is a change

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). The Recipient must be in full compliance with the requirements set forth in DOE's interim COI Policy https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance. Further, the recipient must submit updated reports within 30 days of a change.

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) is applicable to all recipients that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

D. Tangible Personal Property Report – Annual Property Report (SF-428 & SF-428A)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 90 calendar days after the end of the annual reporting period

The prime recipient must submit an annual inventory of federally-owned property (government-furnished) where the award specifies that title to the property vests with the federal government, whether it is in the possession of the prime recipient or subrecipient(s). The prime recipient must complete an SF-428 and SF-428A, available at Post-Award Reporting Forms – Grants.gov or https://www.netl.doe.gov/business/business-forms/financial-assistance.

E. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 5 calendar days of the event or as specified

The prime recipient must request disposition instructions for, or report disposition of federally-owned property or equipment acquired with project funds, whether the property or equipment is/was in the possession of the prime recipient or subrecipient(s). Recipients may also be required to provide compensation to the awarding agency when acquired

equipment is sold or retained for use on activities not sponsored by the federal government. Any equipment with an acquisition cost above $10,000 must be included in the inventory.

If disposition occurs at any time other than award closeout (i.e., at any time throughout the life of the project or after project completion and closeout as long as the federal government retains an interest in the item), the prime recipient must complete an SF-428 and SF-428C, available at Post-Award Reporting Forms | Grants.gov or https://www.netl.doe.gov/business/business-forms/financial-assistance.

If disposition instructions are requested at the time of award closeout, the prime recipient must submit the SF-428 and SF-428B (see section III Closeout Reporting).

Please note that the SF-428 family of documents is in the process of being updated to increase the threshold to $10,000 per the 2024 updates to 2 CFR effective October 1, 2024. Only the DOE Grants Officer has authority to approve disposition requests and issue disposition instructions.

F. Uniform Commercial Code (UCC) Financing Statements

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within five (5) calendar days after the event, or as specified.

If a for-profit recipient or subrecipient desires to purchase a piece of equipment for their project, and the per-unit dollar value of said equipment is $10,000 or more, and the federal share of the financial assistance agreement is more than $1M, the recipient or subrecipient must file a UCC financing statement.

A UCC financing statement provides public notice that the federal government has an undivided reversionary interest in the equipment, and as such the equipment cannot be sold or used as collateral for a loan (encumbered).

The for-profit recipient or subrecipient must file the UCC financing statement(s) with the Secretary of State where the equipment will be physically located and must pay any associated costs for such filings.

The initial UCC financing statement may also be referred to as a UCC1. For additional pieces of equipment not specified in the award budget, TBD equipment, or equipment needed in future budget periods, the recipient can file an amendment to the original UCC1 financing statement, by submitting the UCC3 financing statement amendment.

Each UCC financing statement or amendment is to be filed with the appropriate Secretary of State office, where the equipment will be physically located.

Note: All costs associated with filing UCC financing statements, UCC financing statement amendments, and UCC financing statement terminations, are allowable and allocable costs which can be charged to the federal award.

At a minimum, the recipient must have stated in their UCC financing statement in block 4. (collateral) the following:

- "Title to all equipment (not real property) purchased with federal funds under this financial assistance agreement is conditional pursuant to the terms of 2 CFR 910.360, and the federal government retains an undivided reversionary interest in the equipment at the federal cost-share proportion specified in the award terms and conditions."

- Federal Award Identification Number (e.g., DE-XX000XXXX)

G. Federal Subaward Reporting System (FSRS)

Submit to:	https://www.sam.gov/fsrs
Submission deadline:	The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to $30,000. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds $30,000.

The Federal Subaward Reporting System (FSRS) within Sam.gov is the reporting tool prime recipients use to capture and report subaward and executive compensation data regarding their first-tier subrecipients to meet the FFATA reporting requirements. Prime recipients will report against subrecipients' awards. The subrecipient information entered in FSRS will then be displayed on USASpending.gov associated with the prime recipient's award furthering federal spending transparency.

The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-award greater than or equal to $30,000. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds $30,000.

H. Annual Incurred Cost Proposals

Submit to:	If DOE is the Cognizant Federal Agency, send the Annual Incurred Cost Proposal to one of the following offices: • CostPrice@ee.doe.gov (if the Golden Field Office is Cognizant) OR • IndirectRates@hq.doe.gov (if OCED is Cognizant) OR • FITS@netl.doe.gov **and** PricingGroup@netl.doe.gov (if NETL is Cognizant)

	Otherwise, submit the proposal to the Recipient's appropriate Cognizant Federal Agency office.
Submission deadline:	Within 180 calendar days after the close of the recipient's fiscal year* *The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.

Prime recipients must submit a certified annual Incurred Cost Proposal (ICP), reconciled to its financial records, in order to finalize and reconcile billing rates incurred and billed to the Government.

An ICP submission is required unless one of the following conditions apply to the DOE award:

- Recipient elected to apply the de minimis rate of up to 15% as allowed under 2 CFR 200.414(f);
- Recipient proposed fringe benefits **only**; or
- Recipient has a pre-determined Negotiated Indirect Cost Rate Agreement (NICRA).

Recipients are strongly encouraged to self-assess their ICP using the Defense Contract Audit Agency's (DCAA) ICP Adequacy Checklist to ensure an adequate submission. The ICP must be reconciled to the recipient's financial statements, within 180 calendar days after the close of the recipient's fiscal year, unless the award is based on a predetermined or fixed indirect rate(s), or a fixed amount for indirect or facilities and administration (F&A) costs. The Contracting Officer for Indirect Cost Rates may grant, in writing, reasonable extensions for exceptional circumstances only. The written request for extension should be sent to the cognizant DOE office email address. The format and content of the incurred cost proposal should follow the DCAA ICE (Incurred Cost Electronically) Model in order to be considered an adequate proposal. DCAA's ICE Model and Adequacy Checklist can be found on the DCAA website at: https://www.dcaa.mil/Home/ICEmodel and https://www.dcaa.mil/Home/ICSubmissionAdequacy.

I. Fringe Reconciliation Form

Submit to:	FITS@netl.doe.gov **and** PricingGroup@netl.doe.gov
Submission deadline:	Within 180 calendar days after the close of the recipient's fiscal year* *The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.

Prime recipients must submit a certified annual Fringe Reconciliation Form, reconciled to its financial records, to finalize and reconcile fringe billing rates incurred and billed to the Government.

A Fringe Reconciliation Form submission is required when one of the following circumstances apply to the DOE award:

- Recipient elected to apply the de minimis rate of up to 15% as allowed under 2 CFR 200.414(f) **and** proposed fringe; or
- Recipient proposed fringe benefits **only**.

The Fringe Reconciliation Form must be reconciled to the recipient's financial statements, within 180 calendar days after the close of the recipient's fiscal year. The Grants Officer for Fringe Costs may grant, in writing, reasonable extensions for exceptional circumstances only. The written request for extension should be sent to PricingGroup@netl.doe.gov. To be considered an adequate submission, Recipients must use the Fringe Reconciliation Form located at: Fringe Reconciliation Form. The Fringe Reconciliation Form must be sent to FITS@NETL.DOE.GOV and PricingGroup@netl.doe.gov.

J. DOE For-Profit Compliance Audit

Submit to:	Email a copy of the annual DOE For-Profit Compliance Audit to: • DOE-Audit-Submission@hq.doe.gov and • The DOE Grants Officer • For awards administered by OCED, also email a copy to RecipientAudits@hq.doe.gov • For awards administered by the DOE NETL Office, also email a copy to PricingGroup@netl.doe.gov and FITS@netl.doe.gov
Submission deadline:	Within the earlier of 30 days after receipt of the auditor's report(s) or 9 months after the end of the audit period (recipient's fiscal year-end)* *The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.

A-for-profit recipient which expends $1 million or more during the recipient's fiscal year in DOE awards may have a compliance audit conducted for that year in accordance with 2 CFR 910.500 through .521 (subject to any deviation issued pursuant to 2 CFR § 910.133).

The DOE For-Profit Compliance Audit must be conducted in accordance with the regulations at 2 CFR 910.500-521 (subject to any deviation issued pursuant to 2 CFR § 910.133) and must refer to the appropriate regulations used by the auditor in their examination.

The compliance audit report must be submitted, along with audited financial statements, if required and available.

K. Single Audit: States, Local Government, Tribal Governments, Institution of Higher Education (IHE), or Non-Profit Organization

Submit to:	Federal Audit Clearinghouse - https://www.fac.gov/
Submission deadline:	Within the earlier of 30 days after receipt of the auditor's report(s) or 9 months after the end of the audit period (recipient's fiscal year-end)* *The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.

As required by 2 CFR 200 Subpart F, recipients that expend $1 million or more during the recipient's fiscal year in federal awards must have a single or program-specific audit conducted. The single audit must be conducted in accordance with §200.514 Scope of audit, except when it elects to have a program-specific audit conducted.

For most single audits, the requirement is for annual single audits. However, there are occasions where a single audit is not required annually. Per 2 CFR 200.504 - Frequency of audits, a state, local government, or Indian tribe that is required by constitution or statute to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. Also, any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its single audits biennially.

For a program-specific audit, when a recipient expends federal award funds under only one federal program (excluding R&D) and the federal program's statutes, regulations, or the terms and conditions of the federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the federal awards expended were received from the same federal agency, or the same federal agency and the same pass-through entity, and that federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

The single audit report shall include audited financial statements.

L. Other (see Special Instructions)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within five (5) calendar days after the event, or as specified

III. Closeout Reporting

A. Final Scientific/Technical Report

Submit to:	DOE Energy Link System (E-Link) available at https://www.osti.gov/elink/2413-submission.jsp
Submission deadline:	Within 120 calendar days after expiration or termination of the award

The prime recipient must submit a Final Scientific/Technical Report to DOE for all projects.

The scientific/technical report is intended to increase the diffusion of knowledge gained by DOE-funded research, and all requirements shall be interpreted in that light.

Content: Research findings and other significant scientific and technical information (STI) resulting from the DOE-sponsored projects shall be included in the final scientific/technical report, subject to the following provisions:

1. The scientific/technical report is to cover the entire period of performance. For Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) awards, a final scientific/technical report must be submitted after the completion of each phase, e.g., Phase I, Phase II, and sequential Phase II, as described in the Special Instructions.

2. STI that is publicly accessible need not be duplicated in the report if a citation with a link to where the information may be found is included in the report. For example, articles found in PAGES (i.e., DOE's Public Access Gateway for Energy and Science, https://www.osti.gov/pages/) are accessible to the public.

3. Provide identifying information: the DOE award number; sponsoring program office; name of recipient; project title; name of project director/principal investigator; and consortium/team members.

4. Include the DOE acknowledgement and legal disclaimer language as described in the Special Terms and Conditions.

5. Include any limitations on public release of the report, if authorized by the award agreement. If the document being submitted contains patentable material or protected data (i.e., data first produced in the performance of the award that is protected from public release for a period of time by terms of the award agreement) as set forth in the award agreement, then (1) prominently display on the cover of the report any authorized distribution limitation notices, such as patentable material or protected data and (2) clearly identify patentable or protected data on each page of the report. Reports delivered without such notices or with restrictive notices not authorized by the award agreement may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use or reproduction of such reports. Any restrictive markings must also be noted in the distribution limitation section of the Announcement Notice (AN) 241.3. No protected PII should be included.

6. Provide an abstract or executive summary, which should be a minimum of one paragraph and written in terms understandable by an educated layperson. (Refer to https://www.osti.gov/stip/standards for ANSI/NISO guidance as needed.) The abstract included in an application may serve as a model for this.

7. Summarize project activities for the entire period of funding, including original hypotheses, approaches used, and findings. Include, if applicable, facts, figures, analyses, and assumptions used during the life of the project to support the results

in a manner that conveys to the scientific community the STI created during the project. To minimize duplication, the report may reference STI, including journal articles, that is publicly accessible. See also #2.

8. For guidance offered by the National Information Standards Organization on typical attributes and content of a technical report, if needed, refer to ANSI/NISO Z39.18-2005 (R2010), Scientific and Technical Reports – Preparation, Presentation, and Preservation (see https://www.osti.gov/stip/standards).

Electronic Submission Process: The final scientific/technical report must be submitted via the DOE Energy Link System (E-Link) with a completed electronic version of DOE Announcement Notice (AN) 241.3, "U.S. Department of Energy (DOE), Announcement of Scientific and Technical Information (STI)." The recipient can complete, upload, and submit the DOE AN 241.3 online via E-Link (https://www.osti.gov/elink/2413-submission.jsp). Please refer to https://www.osti.gov/stip/best-practices-portable-document-format-pdf-creation for PDF document creation.

The recipient must mark the appropriate block in the "Intellectual Property/Distribution Limitations" Section of the DOE AN 241.3. Reports that are electronically uploaded must not contain any limited rights data (proprietary data), classified information, protected PII, information subject to export control classification, or other information not subject to release. During the upload process, the recipient must self-certify that no content of this nature is being submitted. For assistance with reports containing such content, contact the Grants Officer.

1. Final Technical Reports – Unlimited

If the award does ***NOT*** authorize the recipient, under the provisions of the Energy Policy Act of 2005, to protect the data produced during the award, where public release of the technical report is protected for a limited period-of-time, the technical report must be submitted to E-Link as a "Final Technical Report" (covering the entire project period of performance) and must not have any data protection markings on the cover page. The "STI Product Type" of "Technical Report" with the "Report Sub Type" of "Final Technical Report" must be selected. When submitting the final technical report to E-Link, the recipient must select "unlimited" from the Intellectual Property/Distribution Limitation selections. The final technical report will be released without any protections and may become publicly available immediately.

2. Final Technical Reports – Protected Data.

If the award authorizes the recipient, under the provisions of the Energy Policy Act of 2005, to protect the data produced during the course of the award, where public release of the final technical report is protected for a limited period-of-time, and the recipient elects to protect the report, the recipient will be required to 1) submit a final

technical report with the protected data (which will be protected during the identified data protection period) and 2) a version of the technical report that can be publicly disseminated immediately.

For the protected data version of the final technical report, the report must cover the entire project period of performance, include the proper data protection marking (included in the terms of the award), and place that marking on the cover page of the final technical report before submitting it to E-Link. The "STI Product Type" of "Technical Report" with the "Report Sub Type" of "Final Technical Report" must be selected. The recipient must also select the block in the Intellectual Property/Distribution Limitation section of the DOE AN 241.3 as "Protected Data" and provide a release date for the technical report when submitting the final technical report.

The release date is the date the technical report will become publicly available. The release date must be based on the data protection period authorized by the award. The release date must coincide with the data marking on the technical report.

Additionally, the Department's policy is to ensure timely public access to unrestricted scientific and technical research results. To make these results publicly accessible, even when the award authorizes the recipient to protect the data for a period-of-time, the recipient must also submit an "unlimited" version of the technical report. This version should not include any data subject to data protections. The "unlimited" version of the technical report must be uploaded to E-Link without any markings. The "STI Product Type" of "Technical Report" with the "Report Sub Type" of "Technical Report Other" must be selected. The recipient must select "unlimited" from the Intellectual Property/Distribution Limitation selections. The "unlimited" version of the technical report is submitted with unlimited data rights, and the Government assumes no liability for the disclosure, use or reproduction of such report.

B. Invention Certification (DOE F 2050.11)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 120 calendar days after expiration or termination of the award

The prime recipient is required to submit an Invention Certification DOE F 2050.11. The Invention Certification form is available at https://www.netl.doe.gov/business/business-forms/financial-assistance.

The Invention Certification must include a list of all subcontracts at any tier containing a patent rights clause (or state that there were none).

C. Tangible Personal Property Report – Final Report (SF-428 & SF-428B)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 120 calendar days after expiration or termination of the award

The prime recipient must submit a final inventory of and request disposition instructions for any federally-owned property and/or property or equipment acquired with project funds with an acquisition cost above $10,000, whether the property is/was in the possession of the prime recipient or subrecipients.

The prime recipient must complete an SF-428 and SF-428B, available at Post Award Reporting Forms | Grants.gov or https://www.netl.doe.gov/business/business-forms.

If disposition occurs at any time other than award closeout, the prime recipient must complete an SF-428 and SF-428C (see section II).

Only the DOE Grants Officer has authority to approve disposition requests and issue disposition instructions.

D. Verification of Receipt of Accepted Manuscripts

Recipients are required to submit Accepted Manuscripts of Journal Articles resulting in whole or in part from a DOE-funded project to E-Link (see section I. C. 1. Accepted Manuscript of Journal Article).

As part of the closeout process, DOE will verify that all accepted manuscripts have been submitted. Recipients are required to submit all missing accepted manuscript before closeout is finalized.

E. Other (see Special Instructions)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 120 calendar days after expiration or termination of the award

IV. Post-Project Reporting

A. Scientific and Technical Reporting

Scientific and Technical Reporting requirements as outlined in I. C. Scientific and Technical Reporting remain applicable after the award ends. If the recipient has created Scientific and Technical Information (STI) such as publications, conference products, technical reports, book chapters, etc. which include information/data produced under the award, they are

required to submit this document to https://www.osti.gov/elink/forms.jsp. Recipients must continue to include proper DOE Acknowledgement and Legal Disclaimer language in all STI. Please see section I. C. Scientific and Technical Reporting for additional information on submissions.

Note that after the project ends, recipients are no longer required to submit notification of STI directly to DOE.

B. Intellectual Property Reporting

Intellectual Property Reporting requirements as outlined in section I. D. Intellectual Property Reporting remain applicable after the award ends.

Recipients are required to continue submitting intellectual property reports, as applicable, to iEdison at https://public.era.nih.gov/iedison.

Note that after the project ends, recipients are no longer required to submit notification of intellectual property directly to DOE.

V. Infrastructure Investment and Jobs Act/Inflation Reduction Act Reporting

A. Direct Jobs

Submit to:	https://www.lcptracker.com/
Submission deadline:	Weekly

This award is funded under Division D of the Infrastructure Investment and Jobs Act (IIJA). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

The Recipient must ensure the timely electronic submission of weekly certified payrolls to LCPtracker unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

B. Davis Bacon Act Semi-Annual Labor Compliance Report

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx and email DBAenforcementreports@hq.doe.gov
Submission deadline:	**As Specified,** April 21 and October 21

This award is funded under Division D of the Infrastructure Investment and Jobs Act (IIJA). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Calendar year semi-annual reports are required on compliance with and enforcement of the labor standards provisions of the Davis-Bacon Act and its related acts covering the periods of October 1st through March 31st, and April 1st through September 30th, respectively. Please submit your semi-annual report to DOE three weeks after the end of semi-annual reporting period by April 21st and October 21st for the applicable performance period. The Davis Bacon Semi-Annual Labor Compliance Report may be accessed at https://www.energy.gov/infrastructure/davis-bacon-act.

VI. Appendix A: Notice To Recipients (Prime Recipients And Subrecipients) Regarding Protected Data, Limited Rights Data And Protected Personally Identifiable Information

I. PROTECTED DATA AND LIMITED RIGHTS DATA

The recipient is required to mark protected data and limited rights data in accordance with the IP clause set of the award agreement. Failure to properly mark data may result in its public disclosure under the Freedom of Information Act (FOIA, 5 U.S.C. § 552) or otherwise.

A. Protected Data - Technical Data or Commercial or Financial Data First Produced in the Performance of the Award

The U.S. Government normally retains unlimited rights in any technical data, or commercial or financial data produced in performance of Government financial assistance awards, including the right to distribute to the public.

However, under certain DOE awards, the recipient may mark certain categories of data produced under the award as protected from public disclosure for a period of time ("Protected Data"). If the award agreement provides for protected data and the recipient wants the data to be protected, the recipient must properly mark any documents containing Protected Data. The recipient should review the IP clause set of the award agreement to determine the applicability of protected data, the maximum length of period of time for data protection and the required markings that must be used to invoke data protection for the award.

B. Limited Rights Data - Data Produced Outside of the Award at Private Expense

Limited Rights Data is data (other than computer software) developed at private expense outside any Government financial assistance award or contract that embody trade secrets or are commercial or financial and confidential or privileged. Prior to including any Limited Rights Data in any documents to DOE, the recipient should review the award agreement. In most DOE awards, the recipient should not deliver any limited rights data to DOE if the recipient wants to protect the Limited Rights Data. If the DOE award does allow and require the delivery of limited rights data, then the recipient must properly mark any documents containing Limited Rights Data as set forth in the IP clause of the award agreement.

II. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION

The recipient should not include any Protected Personally Identifiable Information (Protected PII) in their submissions to DOE. Protected PII is defined as any data that, if compromised, could cause harm to an individual such as identify theft. Protected PII includes, but is not limited to:

- Social Security Numbers in any form;
- Place of Birth associated with an individual;
- Date of Birth associated with an individual;
- Mother's maiden name associated with an individual;
- Biometric record associated with an individual;
- Fingerprint;
- Iris Scan;
- DNA;
- Medical history information associated with an individual;
- Medical conditions, including history of disease;
- Metric information, e.g., weight, height, blood pressure;
- Criminal history associated with an individual;
- Ratings;
- Disciplinary actions;
- Passport number;
- Educational transcripts;
- Financial information associated with an individual;
- Credit card numbers; and
- Security clearance history or related information (not including actual clearances held).

Applicant Name: Fort Pierce Utilities Authority Award Number: DE-GD0000890 0002 Attachment 3

Budget Information - Non Construction Programs

OMB Approval No. 0348-0044

Section A - Budget Summary

Grant Program Function or Activity	Catalog of Federal Domestic Assistance Number	Estimated Unobligated Funds		New or Revised Budget		
		Federal	Non-Federal	Federal	Non-Federal	Total
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1. Budget Period 1	81.254			$5,828,993	$2,962,665	$8,791,658
2.						$0
3.						$0
4.						$0
5. Totals				$5,828,993	$2,962,665	$8,791,658

Section B - Budget Categories

6. Object Class Categories	Grant Program, Function or Activity				Total (5)
	Budget Period 1 (Federal)	Budget Period 1 (Non-Federal)	(3)	(4)	
a. Personnel	$0	$258,034			$258,034
b. Fringe Benefits	$0	$124,631			$124,631
c. Travel	$0	$0			$0
d. Equipment	$120,813	$0			$120,813
e. Supplies	$1,374,600	$0			$1,374,600
f. Contractual	$4,333,580	$2,580,000			$6,913,580
g. Construction	$0	$0			$0
h. Other	$0	$0			$0
i. Total Direct Charges (sum of 6a-6h)	$5,828,993	$2,962,665			$8,791,658
j. Indirect Charges	$0	$0			$0
k. **Totals** (sum of 6i-6j)	$5,828,993	$2,962,665			$8,791,658
7. Program Income					$0

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Section C - Non-Federal Resources					
(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e) **Totals**
8. 81.254 BP1		$2,962,665			$2,962,665
9.					
10.					
11.					
12. **Total** (sum of lines 8 - 11)				$0	$2,962,665
Section D - Forecasted Cash Needs					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th quarter
13. Federal	$1,751,704	$437,926	$437,926	$437,926	$437,926
14. Non-Federal	$40,659	$10,165	$10,165	$10,165	$10,165
15. **Total** (sum of lines 13 and 14)	$1,792,363	$448,091	$448,091	$448,091	$448,091
Section E - Budget Estimates of Federal Funds Needed for Balance of the Project					
		Future Funding Periods (Years)			
(a) Grant Program		(b) First	(c) Second	(d) Third	(e) Fourth
16. 81.254 (Federal share fully funded at the time of award)		$1,751,704	$1,660,802	$631,852	$1,784,626
17.					
18.					
19.					
20. **Total** (sum of lines 16-19)		$1,751,704	$1,660,802	$631,852	$1,784,626
Section F - Other Budget Information					
21. Direct Charges	$8,791,658	22. Indirect Charges	$0		
		No indirect costs proposed			
23. Remarks					

Department of Energy

Standard Intellectual Property (IP) Provisions for Financial Assistance Awards issued ON OR AFTER October 1, 2021

Recipient Name	Fort Pierce Utilities Authority
Award Number	DE-GD0000890
Type of Award	Grant
Type of Project	Research Development or Demonstration (RD&D)
Type of Recipient	Large Business, Government Entity or Foreign
US Manufacture/DEC	US Comp. (S&E DEC)
Patent Waiver	S3/S4
Special Data Statute	None -- No Special Data (Unlimited Rights)
Delivery of Limited Rights Data	Yes
Delivery of Restricted Computer Software	No
Data Management Plan	N/A or Included Elsewhere
Supplemental Instructions	Appendix 1 Special Data Clause
DOE IP Clause Number	GLB-821-US (Waiver) (Limited Rights Alt. I)
Data Rights	Data General (Unlimited Rights) with Alt. I
Patent Rights	Large Business -- S3/S4 Class Patent Waiver
USM Requirements	U.S. Comp. – Patent Waiver
Provisions	2 CFR 910.362 Appendix A of Subpart D, Rights in Data - General with Alternate I Patent Rights - Waiver (10 C.F.R. 784, DOE Patent Waiver Regulations) - Terms and Conditions of W(C) 2022-03 Class Patent Waiver for Inventions Made Under Science, Innovation, and Infrastructure Financial Assistance Agreements by Domestic Large Businesses (5/11/2023)

The recipient and any subrecipients are subject to the U.S. Competitiveness Provision set forth herein that requires products embodying or made through a Subject Invention be substantially manufactured in the U.S. Implementation of the U.S. Competitiveness Provision for domestic small businesses and nonprofits is through the Determination of Exceptional Circumstances (DEC) under the Bayh-Dole Act to Further Promote Domestic Manufacture of DOE Science and Energy Technologies executed by DOE on June 7, 2021. A copy of the DEC is available at https://www.energy.gov/gc/determination-exceptional-circumstances-decs. For all other types of entities, the implementation of the U.S. Competitiveness Provision is through DOE patent waivers and policy.

In reading these provisions, any reference to "contractor" or "subcontractor" shall mean "recipient" or "subrecipient," and any reference to "contract" or "subcontract" shall mean "award" or "subaward." Likewise, any reference to "recipient" or "subrecipient" shall mean "contractor" or "subcontractor," and any reference to "award" or "subaward" shall mean "contract" or "subcontract."

Failure to comply with the terms of the agreement may result in a loss of rights in Subject Inventions, including, but not limited to, forfeiture of retained rights. All Subject Inventions (conceived or first actually reduced to practice in the performance of the above identified agreement) must be timely reported at https://www.nist.gov/iedison. Invention reporting is required regardless of any patent protection sought or the subject matter (e.g. software invention). Any manuscript describing the invention for publication or of any on sale or public use planned for an invention must be promptly reported through iEdison. For assistance with iEdison, please contact iedison@nist.gov. For assistance regarding DOE's administration of Subject Inventions or patents, please contact Intellectual Property Law (IPL) at (630) 283-7117 or Chicago-IP@science.doe.gov.

Department of Energy

2 CFR 910.362 Appendix A of Subpart D, Rights in Data - General with Alternate I

(a) Definitions

Computer Data Bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software, as used in this clause, means (i) computer programs which are data comprising a series of instructions, rules, routines or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created or compiled. The term does not include computer data bases.

Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to administration, such as financial, administrative, cost or pricing, or management information.

Form, fit, and function data, as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

Limited rights, as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

Limited rights data, as used in this clause, means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

Technical data, as used in this clause, means data (other than computer software) which are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.

Unlimited rights, as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocations of Rights

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in --

(i) Data first produced in the performance of this agreement;

(ii) Form, fit, and function data delivered under this agreement;

(iii) Data delivered under this agreement (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this agreement; and

(iv) All other data delivered under this agreement unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(v) Project Baseline Report and Annual Impact Reports.

(2) The Recipient shall have the right to --

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Recipient in the performance of this agreement, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take over appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this agreement to the extent provided in paragraph (c)(1) of this clause.

(c) Copyright

(1) Data first produced in the performance of this agreement. Unless provided otherwise in paragraph (d) of this clause, the Recipient may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in data first produced in the performance of this agreement. When claim to copyright is made, the Recipient shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgement of Government sponsorship (including agreement number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For such copyrighted data, including computer software, the Recipient grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(2) Data not first produced in the performance of this agreement. The Recipient shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this agreement any data not first produced in the performance of this agreement and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Recipient identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in paragraph (g)(3) of this clause if included in this agreement or as otherwise may be provided in a collateral agreement incorporated in or made part of this agreement.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, Publication and Use of Data

(1) The Recipient shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Recipient in the performance of this agreement, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this agreement.

(2) The Recipient agrees that to the extent it receives or is given access to data necessary for the performance of this award, which contain restrictive markings, the Recipient shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the contracting officer.

(e) Unauthorized Marking of Data

(1) Notwithstanding any other provisions of this agreement concerning inspection or acceptance, if any data delivered under this agreement are marked with notices or any other restrictive or limiting markings not authorized by this agreement, the Contracting Officer may at any time either return the data to the Recipient or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Recipient affording the Recipient 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Recipient fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Recipient provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Recipient shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Recipient a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Recipient files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(f) Omitted or Incorrect Markings

(1) Data delivered to the Government without either a notice authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Recipient may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Recipient's expense, and the Contracting Officer may agree to do so if the Recipient:

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also:

(i) Permit correction at the Recipient's expense of incorrect notices if the Recipient identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or

(ii) Correct any incorrect notices.

(g) Protection of Limited Rights Data and Restricted Computer Software

(1) When data other than that listed in paragraphs (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this agreement and qualify as either limited rights data or restricted computer software, if the Recipient desires to continue protection of such data, the Recipient shall withhold such data and not furnish them to the Government under this agreement. As a condition to this withholding, the Recipient shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Notwithstanding paragraph (g)(1) of this clause, the agreement may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Recipient may affix the following “Limited Rights Notice” to the data and the Government will thereafter treat the data, in accordance with such Notice:

Limited Rights Notice

(a) These data are submitted with limited rights under Government agreement No. DE-GD0000890
These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Recipient, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

(1) Use (except for manufacture) by Federal support services contractors within the scope of their contracts;

(2) This “limited rights data” may be disclosed for evaluation purposes and, to ensure clarity, DOE and program evaluation purposes, such as analysis, performance, benefits and effectiveness, under the restriction that the “limited rights data” be retained in confidence and not be further disclosed;

(3) This “limited rights data” may be disclosed to other contractors participating in the Government's program of which this Recipient is a part for information or use (except for manufacture) in connection with the work performed under their awards and under the restriction that the “limited rights data” be retained in confidence and not be further disclosed;

(4) This “limited rights data” may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the “limited rights data” be retained in confidence and not be further disclosed; and

(5) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government. This Notice shall be marked on any reproduction of this data in whole or in part.

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(h) Subaward/Contract

The Recipient has the responsibility to obtain from its subrecipients/contractors all data and rights therein necessary to fulfill the Recipient's obligations to the Government under this agreement. If a subrecipient/ contractor refuses to accept terms affording the Government such rights, the Recipient shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with the subaward/contract award without further authorization.

(i) Additional Data Requirements

In addition to the data specified elsewhere in this agreement to be delivered, the Contracting Officer may, at any time during agreement performance or within a period of 3 years after acceptance of all items to be delivered under this agreement, order any data first produced or specifically used in the performance of this agreement. This clause is applicable to all data ordered under this subparagraph. Nothing contained in this subparagraph shall require the Recipient to deliver any data the withholding of which is authorized by this clause, or data which are specifically identified in this agreement as not subject to this clause. When data are to be delivered under this subparagraph, the Recipient will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(j) The recipient agrees, except as may be otherwise specified in this award for specific data items listed as not subject to this paragraph, that the Contracting Officer or an authorized representative may, up to three years after acceptance of all items to be delivered under this award, inspect at the Recipient's facility any data withheld pursuant to paragraph (g) of this clause, for purposes of verifying the Recipient's assertion pertaining to the limited rights or restricted rights status of the data or for evaluating work performance. Where the Recipient whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if the inspection were made by a particular representative, the Contracting Officer shall designate an alternate inspector.

Department of Energy

Patent Rights - Waiver (10 C.F.R. 784, DOE Patent Waiver Regulations) - Terms and Conditions of W(C) 2022-03 Class Patent Waiver for Inventions Made Under Science, Innovation, and Infrastructure Financial Assistance Agreements by Domestic Large Businesses (5/11/2023)

(a) Definitions.

As used in this clause:

Background patent means a domestic patent covering an invention or discovery which is not a subject invention and which is owned or controlled by the Recipient at any time through the completion of this contract:

(i) Which the Recipient, but not the Government, has the right to license to others without obligation to pay royalties thereon, and

(ii) Infringement of which cannot reasonably be avoided upon the practice of any specific process, method, machine, manufacture or composition of matter (including relatively minor modifications thereof) which is a subject of the research, development, or demonstration work performed under this contract.

Contract means any contract, grant, agreement, understanding, or other arrangement, which includes research, development, or demonstration work, and includes any assignment or substitution of parties.

DOE patent waiver regulations means the Department of Energy patent waiver regulations at 10 CFR Part 784.

Invention as used in this clause, means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

Patent Counsel means the Department of Energy Patent Counsel assisting the procuring activity.

Practical application means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Secretary means the Secretary of Energy.

Small business firm means a small business concern as defined at Section 2 of the Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the

purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121 will be used.

Subject invention means any invention of the Recipient conceived or first actually reduced to practice in the course of or under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act (7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights.

Whereas DOE has granted a waiver of rights to subject inventions to the Recipient, the Recipient may elect to retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause. With respect to any subject invention in which the Recipient elects to retain title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent applications by Recipient.

(1) The Recipient shall disclose each subject invention to the Patent Counsel within six months after conception or first actual reduction to practice, whichever occurs first in the course of or under this contract, but in any event, prior to any sale, public use, or public disclosure of such invention known to the Recipient. The disclosure to the Patent Counsel shall be in the form of a written report and shall identify the inventors and the contract under which the invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Patent Counsel, the Recipient shall promptly notify the Patent Counsel of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient shall elect in writing whether or not to retain title to any such invention by notifying the Patent Counsel at the time of disclosure or within eight (8) months of disclosure, as to those countries (including the United States) in which the Recipient will retain title; provided, that in any case where publication, on sale, or public use has initiated the one (1) year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by DOE to a date that is no more than 60 days prior to the end of the statutory period. The Recipient shall notify the Patent Counsel as to those countries (including the United States) in which the Recipient will retain title not later than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, at least 60 days prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the Recipient files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the

first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to the Patent Counsel, election, and filing may, at the discretion of DOE, be granted, and will normally be granted unless the Patent Counsel has reason to believe that a particular extension would prejudice the Government's interest.

(d) Conditions when the Government may obtain title notwithstanding an existing waiver.

The Recipient shall assign and hereby assigns to DOE, title to any subject invention--

(1) If the Recipient elects not to retain title to a subject invention;

(2) If the Recipient fails to disclose or elect the subject invention within the times specified in paragraph (c) of this clause;

(3) In those countries in which the Recipient fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Recipient has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of DOE, the Recipient shall continue to retain title in that country;

(4) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention;

(5) If the waiver authorizing the use of this clause is terminated as provided in paragraph (p) of this clause; or

(6) Upon a breach of paragraph (h) or paragraph (t) of this clause.

(e) Minimum rights to Recipient when the Government retains title.

(1) The Recipient shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title under paragraph (d) of this clause except if the Recipient fails to disclose the subject invention within the times specified in paragraph (c) of this clause or breaches paragraph (h) or paragraph (t). The Recipient's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Recipient is a part and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of DOE except when transferred to the successor of that part of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by DOE to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in 37 CFR part 404 and DOE licensing regulations. This license shall not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to

the public. The license in any foreign country may be revoked or modified at the discretion of DOE to the extent the Recipient, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, DOE shall furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient shall be allowed 30 days (or such other time as may be authorized by DOE for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR part 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Recipient action to protect the Government's interest.

(1) The Recipient agrees to execute or to have executed and promptly deliver to DOE all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and

(ii) convey or confirm the transfer of title to DOE in subject inventions when DOE obtains title (e.g. pursuant to paragraphs (d), (n)(2) and (p)) of this clause, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under contract in order that the Recipient can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) Not less than sixty (60) days before the expiration of any period required by the relevant patent office (including all extension requests available as a matter of right by the relevant patent office), the Recipient shall notify Patent Counsel of any decision not to:

(i) continue the prosecution of a patent application;

(ii) file a U.S. non-provisional patent application within the statutory period for claiming priority to the initial patent application; and

(iii) pay maintenance fees or defend in a reexamination or opposition proceeding on a patent, in any country.

(4) The Recipient agrees to include, within the specification of any United States patent application and

any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under DE-GD0000890 awarded by DOE. The Government has certain rights in this invention."

(5) The Recipient shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Recipient personnel responsible for patent matters within six (6) months of conception or first actual reduction to practice, whichever occurs first in the course of or under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Recipient shall furnish the Patent Counsel a description of such procedures for evaluation and for determination as to their effectiveness.

(6) The Recipient agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through Military Assistance Program of the Government or otherwise derived through the Government; to refund any amounts received as royalty charges on the subject invention in acquisitions for, or on behalf of, the Government; and to provide for such refund in any instrument transferring rights in the invention to any party.

(7) The Recipient shall furnish the Patent Counsel the following:

(i) Interim reports every twelve (12) months (or such longer period as may be specified by the Patent Counsel) from the date of the contract, listing subject inventions during that period and certifying that all subject inventions have been disclosed or that there are no such inventions.

(ii) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

(8) The Recipient shall promptly notify DOE in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subrecipient, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of DOE, the Recipient shall furnish a copy of such subcontract, and no more frequently than annually, a listing of the subcontracts that have been awarded.

(9) The Recipient shall provide the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention for which the Recipient has retained title.

(10) Upon request, the Recipient shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(g) Subawards/contracts.

(1) The Recipient will include in all subawards/contracts, regardless of tier, for experimental, developmental, or research work the patent rights clause directed by the Contracting Officer.

(2) The Recipient shall not, as part of the consideration for awarding the subaward/contract, obtain rights in the subrecipient's/contractor's subject inventions.

(3) In the case of subrecipients/contractors at any tier, DOE, the subrecipient/contractor, and Recipient agree that the mutual obligations of the parties created by this clause constitute a contract between the subrecipient/contractor and DOE with respect to those matters covered by this clause.

(h) Reporting on utilization of subject inventions.

(1) The Recipient agrees to submit annual reports on the utilization of each waived subject invention or on efforts at obtaining such utilization that are being made by the Recipient and any of its licensees or assignees including compliance with paragraph (t) of this clause. Each report shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, products that embody or are made through the use of the waived subject invention, manufacturing locations of such products and such other data and information as DOE may reasonably specify.

(2) The Recipient also agrees to provide additional reports as may be requested by DOE in connection with any march-in proceedings undertaken by DOE in accordance with paragraph (j) of this clause.

(3) To the extent data or information supplied under this paragraph is considered by the Recipient, its licensee or assignee to be privileged and confidential and is so marked, DOE agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

(i) Preference for United States industry.

Notwithstanding any other provision of this clause, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by DOE upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights.

The Recipient agrees that with respect to any subject invention in which it has acquired title, DOE has the right in accordance with the procedures in 48 CFR 27.304-1(g) to require the Recipient, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request, DOE has the right to grant such a license itself if DOE determines that--

(1) Such action is necessary because the Recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field

of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Recipient, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Background Patents [reserved]

(l) Communications.

Unless otherwise directed by DOE Patent Counsel, all reports and notifications required by this clause shall be submitted in accordance with the instructions provided in the Federal Assistance Reporting Checklist (FARC) for this contract.

(m) Other inventions.

Nothing contained in this clause shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(n) Examination of records relating to inventions.

(1) DOE shall, until three (3) years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Recipient relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

(i) Any such inventions are subject inventions;

(ii) the Recipient has established and maintains the procedures required by paragraphs(f)(2) and (f)(5) of this clause; and

(iii) the Recipient and its inventor have complied with the procedures.

(2) If DOE learns of an unreported invention of the Recipient which DOE believes may be a subject invention, the Recipient may be required to disclose the invention to DOE for a determination of ownership rights.

(3) Any examination of records under this paragraph shall be conducted in such a manner as to protect the confidentiality of the information involved.

(o) Withholding of payment.
NOTE: This paragraph does not apply to subcontracts or grants.

(1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding $50,000 or 5 percent of the amount of the contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Recipient fails to--

(i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to paragraph (f)(5) of this clause;

(ii) Disclose any subject invention pursuant to paragraph (c)(1) of this clause;

(iii) Deliver acceptable interim reports pursuant to paragraph (f)(7)(I) of this clause;

(iv) Provide the information regarding subcontracts pursuant to paragraph (f)(6) of this clause; or

(v) Convey to the Government, using a DOE-approved form, the title and/or rights of the Government in each subject invention as required by this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Recipient has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Recipient delivers to the Patent Counsel all disclosures of subject inventions required by paragraph (c)(1) of this clause, an acceptable final report pursuant to paragraph (f)(7)(ii) of this clause, and all past due confirmatory instruments, and the Patent Counsel has issued a patent clearance certification to the Contracting Officer.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. If the maximum amount authorized above is already being withheld under other provisions of the contract, no additional amount shall be withheld under this paragraph. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(p) Waiver Terminations.

Any waiver granted to the Recipient authorizing the use of this clause (including any retention of rights pursuant thereto by the Recipient under paragraph (b) of this clause) may be terminated at the discretion of the Secretary or his designee in whole or in part, if the request for waiver by the Recipient is found to contain false material statements or nondisclosure of material facts, and such were specifically relied upon by DOE in reaching the waiver determination or the cost share requirement as set forth in the applicable statement of considerations is not met. Prior to any such termination, the Recipient will be given written notice stating the extent of such proposed termination and the reasons therefor, and a period of 30 days, or such longer period as the Secretary or his designee shall determine for good cause shown in writing, to show cause why the waiver of rights should not be so terminated. Any waiver termination may be subject to the Recipient's

minimum license as provided in paragraph (e) of this clause.

(q) Atomic Energy.

No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1954, as amended, shall be asserted by the Recipient or its employees with respect to any invention or discovery made or conceived in the course of or under this contract.

(r) Publication.

It is recognized that during the course of work under this contract, the Recipient or its employees may from time to time desire to release or publish information regarding scientific or technical developments conceived or first actually reduced to practice in the course of or under this contract. In order that public disclosure of such information will not adversely affect the patent interests of DOE or the Recipient, approval for release of publication shall be secured from Patent Counsel prior to any such release or publication. In appropriate circumstances, and after consultation with the Recipient, Patent Counsel may waive the right of prepublication review.

(s) Forfeiture of rights in patents and patent applications on unreported subject inventions.

(1) As noted above in paragraph (d), the Recipient shall assign and hereby assigns to the Government, all rights in any subject invention which the Recipient fails to disclose a subject invention as required by this patent rights clause.

(2) The Recipient acknowledges and agrees the assignment of the unreported subject invention of the Recipient includes all rights in any and all patent applications and patents worldwide on the undisclosed subject invention.

(3) Pending written assignment of the patent application and patents on a subject invention determined by Patent Counsel to be forfeited (such determination to be a Final Decision under the Disputes clause of this contract; in the absence of a Disputes clause 2 CFR 910.128, Disputes and appeals is hereby incorporated by reference), the Recipient shall be deemed to hold the invention and the patent applications and patents pertaining thereto in trust for the Government. The forfeiture provision of this paragraph shall be in addition to and shall not supersede any other rights and remedies which the Government may have with respect to subject inventions.

(t) U. S. Competitiveness

The Recipient agrees that any products embodying any subject invention or produced through the use of any subject invention will be manufactured substantially in the United States unless the Recipient can show to the satisfaction of DOE that it is not commercially feasible. In the event DOE agrees to foreign manufacture, there will be a requirement that the Government's support of the technology be recognized in some appropriate manner, e.g., alternative binding commitments to provide an overall net benefit to the U.S. economy. The Recipient agrees that it will not license, assign or otherwise transfer any subject invention to any entity, at any tier, unless that entity agrees to these same requirements. Should the Recipient or other such entity receiving rights in the invention(s): (1) undergo a change in ownership amounting to a controlling

interest, or (2) sell, assign, or otherwise transfer title or exclusive rights in the invention(s), then the assignment, license, or other transfer of rights in the subject invention(s) is/are suspended until approved in writing by DOE. The Recipient and any successor assignee will convey to DOE, upon written request from DOE, title to any subject invention, upon a breach of this paragraph. The Recipient will include this paragraph in all subawards/contracts, regardless of tier, for experimental, developmental or research work.

(u) The requirements, rights and administration of paragraph (t) are further clarified as follows:

1. Waivers. The Recipient (or any entity subject to paragraph (t)) may request a waiver or modification of paragraph (t). Such waivers or modifications may be granted when DOE determines that (1) the Recipient (or any entity subject to paragraph (t)) has demonstrated, with quantifiable data, that manufacturing in the United States is not commercially feasible and (2) a waiver or modification would best serve the interests of the United States and the general public.

2. Final determination of breach of paragraph (t). If DOE determines the Recipient is in breach of paragraph (t), the Department may issue a final written determination of such breach. If such determination includes a demand for title to the subject inventions under the award, the demand for title will cause an immediate conveyance and assignment of all rights to all subject inventions under the award to the United States Government, including all pending patent applications and all patents that cover any subject invention, without compensation. Any such final determination shall be signed by the cognizant DOE Contracting Officer with the concurrence of the Assistant General Counsel for Technology Transfer & Intellectual Property. Advanced notice will be provided for comment to the Recipient before any final written determination by DOE is issued.

3. For clarity, if DOE determines that the Recipient is in breach of paragraph (t), the Recipient shall not be entitled to any compensation, or to the license to the subject invention including the reserved license in section (e)(1), unless DOE re-grants a license through a separately agreed upon licensing agreement.

(End of clause)

Appendix 1 Special Data Clause

1. Special Provision Regarding the Use of Proprietary Application Information

Proprietary Information means trade secrets and commercial or financial information that is privileged or confidential, and that is marked indicating the information's proprietary nature.

The Recipient grants the DOE the right to use, review and analyze Proprietary Information contained in the Recipient's application, as submitted or revised, or otherwise provided, for DOE and program evaluation purposes, such as analysis, performance, benefits and effectiveness. Recipient's marked Proprietary Information disclosed to the DOE with obligations of confidentiality will be treated in accordance with those obligations, unless otherwise agreed to in writing between the Recipient and DOE.

Special Terms and Conditions

Fort Pierce Utilities Authority ("recipient"), which is identified in Block 5 of the Assistance Agreement, and the United States Department of Energy ("DOE"), enter into this award, referenced above, to achieve the project objectives stated in the Attachments to this award.

This award consists of the Assistance Agreement, Standard Terms and Conditions, Special Terms and Conditions, and the following Attachments:

Attachment Number	Title
1	Statement of Project Objectives
2	Federal Assistance Reporting Checklist and Instructions
3	Budget Information SF-424A
4	Intellectual Property Provisions
5	-RESERVED-

Applicability of Special Terms and Conditions

These Special Terms and Conditions comply with 2 CFR 200.211(d) and are a companion document to the Standard Terms and Conditions, available at Funding Opportunities, and address the unique aspects of a particular award driven by program specific requirements, statutory criteria, risks, or other considerations. The Standard Terms and Conditions comply with 2 CFR 200.211(c) and provide a common set of financial assistance terms that can be applied to all applicable DOE awards. Recipients must meet the requirements set forth in both the Standard and Special Terms and Conditions. In instances where requirements may conflict, the Special Terms and Conditions will take precedence.

Notice Regarding Use of Hyperlinks

Hyperlinks are provided to improve the readability of the terms as a convenience to the recipient. The hyperlinked citation is applicable and in full effect on the effective date of Assistance Agreement, (or amended terms and conditions as may be applicable). If a hyperlink is broken, dead, or orphaned, the referenced regulation remains applicable.

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I. Administrative Terms

A. Prior Approvals

The following programmatic decisions or costs require prior approval from the Grants Officer as described below and, when applicable, in the corresponding term. Prior approvals must be submitted in writing to the Grants Officer, Specialist, and Federal Project Manager for your award. You are not authorized to proceed until you receive written notification from the Grants Officer.

Prior Approval Description	Location	Applicability/Disposition
Change in scope to include site changes or the objective of the project or program (even if there is no associated budget revision requiring prior approval).	2 CFR 200.308(f)(1)	Applicable to all awards
Change in key personnel or new covered individuals if applicable.	2 CFR 200.308(f)(2) and Special Terms, "Current and Pending Support"	Applicable to all awards
Disengagement within regulatory limits from the project by the project director or principal investigator.	2 CFR 200.308(f)(3)	Applicable to all awards
Inclusion of costs that require prior approval in accordance with 2 CFR 200 Subpart E.	2 CFR 200.308(f)(4)	Applicable to all awards
Transfer of participant support costs to other budget categories.	2 CFR 200.308(f)(5)	Applicable to all awards
Change in subrecipients (including national laboratories) from those in the original Federal award.	2 CFR 200.308(f)(6) and Standard Terms, "Subrecipient Change Notification"	Applicable to all awards
Changes in total approved cost sharing amount.	2 CFR 200.308(f)(7)	Applicable to all awards
Need for additional federal funds to complete the project.	2 CFR 200.308(f)(8)	Applicable to all awards
Transfer of funds between construction and non-construction activities.	2 CFR 200.308(f)(9)	Applicable to awards with construction activities
A no-cost extension (meaning, an extension of time that does not require the obligation of additional Federal funds) of the period of performance.	2 CFR 200.308(f)(10)	Applicable to all awards

Prior Approval Description	Location	Applicability/Disposition
Potential or actual change of control of a recipient requires Grants Officer notification. Grants Officer approval is required for any actual change of control.	2 CFR 910.368	Applicable to all awards
All costs incurred prior to the award effective date.	2 CFR 200.308(f)(1) / 2 CFR 200.458	N/A - Pre-awards costs are not authorized under this award.
Any increase in the total project cost or transfer of funds between direct categories that exceed 10 percent of the total budget.	Standard Terms, "Budget Changes" and 2 CFR 200.308	Applicable to all awards
Any changes to the use of indirect costs.	2 CFR 200.306(c)	Applicable to awards with indirect costs
Any changes to the information, disclosures, representations, and/or certifications provided in the pre-award information sheet.	Standard Terms, "Pre-Award Information"	Applicable to all awards
Expenditures more than the federal share authorized to a particular budget period.	Special Terms, "Funding of Budget Periods"	Applicable to all awards with multiple budget periods
Requests for reassignment of the award to any entity as described in the award term.	Standard Terms, "Prohibition Against Re-Assignment"	Applicable to all awards
Potential covered transaction identified in accordance with 2 CFR 180.335 prior to entering into such a transaction.	Standard Terms, "Nonprocurement Debarment and Suspension"	Applicable to all awards
Any changes or additions to Wage Determinations.	Special Terms, "Davis Bacon Act Requirements"	To avoid voluminous attachments under this award, all applicable wage determination(s) included in the www.sam.gov database and uploaded to LCPtracker are incorporated by reference herein as if set forth and attached in full. The applicable wage determination(s) are effective herein even if they have not been attached to the contract/subcontract(s) or subrecipient awards thereunder or have not been correctly identified and obtained from www.sam.gov and/or uploaded to LCPtracker.

Prior Approval Description	Location	Applicability/Disposition
Awards made after July 21, 2025: If DOE directly funds the FFRDC, the recipient must notify the Grants Officer when the required agreement (e.g., CRADA, Technical Assistance Agreement, Technical Service Agreement, etc.) between the recipient and the FFRDC is finalized and provide the agreement number prior to initiation of work by the FFRDC.	Special Terms, "Funding of Federally Funded Research and Development Centers (FFRDC)"	Not Applicable
New potential collaborations with foreign entities, organizations, or governments in connection with the DOE-funded award scope.	Standard Terms, "Foreign Collaboration Considerations"	Applicable to all awards
Any project activity or cost that has not already received prior approval on historic properties listed in or eligible for listing in the National Register of Historic places.	Standard Terms, "Historic Preservation"	Applicable to all awards
Any project activity that has not already received prior approval involving research on human subjects, biospecimens, or identifiable private information.	Standard Terms, "Human Subjects Research"	Applicable to all awards
Any project activity that has not already received prior approval involving research on vertebrate animals.	Standard Terms, "Animal Welfare"	Applicable to all awards
Any project task, activity, or associated cost that has not already received a National Environmental Policy Act (NEPA) determination or an associated prior approval.	Standard Terms, "National Environmental Policy Act" Special Terms, "NEPA Determination"	Applicable to all awards.
Any project activity or cost associated with an unmanaged or unmanageable financial conflict of interest.	Standard Terms, "Interim Conflict of Interest Policy for Financial Assistance"	Applicable to all awards
Any project activity or cost associated with an organizational conflict of interest.	Standard Terms, "Organizational Conflict of Interest"	Applicable to all awards
Any project activity or cost that has not yet received prior approval associated with or impacting the resources or reserved rights of Indian Tribe(s).	Standard Terms, "Impacted Indian Tribes"	Applicable to all awards

Prior Approval Description	Location	Applicability/Disposition
Any project activity or cost performed outside the United States (including foreign travel) that has not received prior approval, except the purchase of supplies or equipment.	Special Terms, "Performance of Work in the United States Waiver"	No activities outside of the US.
Any project activity or cost associated with subrecipients or contractors that are foreign entities as defined in the NOFO that have not received prior approval.	Special Terms, "Foreign Entity Participation as a Recipient, Subrecipient, or Contractor"	Applicable to all awards. When applicable, approved activities or costs associated with subrecipients or contractors that are foreign entities are found in the Foreign Entity Participation as a Recipient, Subrecipient, or Contractor Term.
Any property or equipment cost that has not yet received prior approval must receive prior written approval from the Grants Officer; disposition of all property and equipment must follow the requirements of 2 CFR 200.313 and 2 CFR 910.360.	2 CFR 200.313 and 2 CFR 910.360	Applicable to all awards
Any project activity or cost associated with the use of any federally owned equipment required to achieve project objectives that has not yet received prior approval.	Standard Terms, "Federally Owned Property (Government-Furnished)"	No federally owned equipment.
Any project activity or cost associated with project travel outside the United States that has not yet received prior approval.	Special Terms, "Foreign Travel"	Applicable to all awards. When applicable, approved travel outside the United States is found in the Foreign Travel Term.

Prior approvals may include specific conditions in accordance with 2 CFR 200.208 that must be achieved for the activities and associated project costs to be allowable under the award. If the recipient elects not to fully achieve all the specific conditions, the costs may be deemed unallowable and all previously reimbursed costs associated with the unallowable activities will be required to be reimbursed, see 2 CFR 200.410.

Prior approvals are limited to the scope and conditions included within the request. If the scope or conditions associated with the prior approval change, authorization for the change will also require prior approval. Additionally, if a project cost is subject to multiple prior approvals, the project cost will remain unallowable until such time as all associated prior approvals are dispositioned.

If the Recipient elects to undertake activities prior to authorization from the Grants Officer, the Recipient does so at the risk of not receiving Federal funding for those activities and such costs may not be recognized as allowable cost share.

Recipients must coordinate the use of waived prior approvals included within 2 CFR 200.308(g) (1-3) with the Grants Officer.

II. National Policy Terms

A. NEPA Determination

In accordance with the National Environmental Policy Act Term (see Standard Terms and Conditions), the NEPA Compliance Officer has completed review of the Statement of Project Objectives (SOPO) approved by the Grants Officer and information within NEPA documents submitted by the Recipient and provided a determination. The NEPA determination and associated conditions to reduce the risk of environmental impacts are at the sole discretion of DOE and are specific to the project activities and locations as described in the SOPO approved by the Grants Officer and the DOE NEPA Determination. See Prior Approvals term for additional information.

NEPA Compliance Officer (NCO) Determination	Approval	Conditions
Categorical Exclusion (CX) (1)	100% of SOPO tasks and activities.	No additional conditions apply. All project costs for approved activities are authorized as described in the CX Determination (CX)
(1): Authorization is limited to the project scope identified within the SOPO approved by the Grants Officer and the information provided by the recipient.		

III. DOE Terms

A. Indemnity

The recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

B. Federal Stewardship

DOE will exercise federal stewardship in monitoring project activities performed under this award. DOE will review financial, performance, and audit reports to ensure that the objectives, terms, and conditions of the award are accomplished and in compliance with the award. DOE will ensure that the recipient's financial management and accounting systems are adequate to administer this Award and provide oversight of general administrative requirements.

DOE will conduct ongoing project risk reviews and assessments and review performance after completion. Activities may include, but are not limited to:

1. Review Meetings

The recipient, including but not limited to the principal investigator (or, if applicable, co-principal investigators), is required to participate in periodic review meetings with DOE. Review meetings enable DOE to assess the work performed under this award and determine whether the recipient has timely achieved the technical objectives and deliverables stated in Attachment 1 to this award.

DOE shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. DOE will provide the recipient with reasonable notice of the review meetings.

For each review meeting, the recipient is required to provide a comprehensive overview of the project, including:

1. The recipient's technical progress compared to the technical objectives-and Annual Project Reviews (Go/No Go) Summary Table stated in Attachment 1 to this award.
2. The recipient's actual expenditures compared to the approved budget attached to this award.
3. Other subject matter specified by the DOE Technology Manager/Federal Project Manager.

2. Project Meetings

The recipient is required to notify DOE in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by DOE, the recipient is required to provide DOE with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings. The recipient is not expected to delay any work under this award for the purpose of government insight.

3. Site Visits

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The recipient must provide, and must require subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

4. Go/No Go Decisions

Attachment 1 to this award establishes Go/No Go decision points. For each Go/No Go decision point, DOE must determine whether the recipient has fully and satisfactorily completed

the work described in Attachment 1 to this award. As a result of a Go/No Go review, in its discretion, DOE may take one of the following actions:

- Authorize federal funding for the next annual Go/No Go decision point
- Recommend redirection of work under the project;
- Place a hold on the federal funding for the project, pending further supporting data; and/or
- Discontinue providing federal funding for the project beyond the current budget period as the result of insufficient progress, change in strategic direction, or lack of available funding.

If it is determined that it would not be advantageous for the Government to proceed beyond the technical milestone(s), the Grants Officer will notify the recipient in writing of such decision and the award is considered completed. The maximum liability to the Government is limited to the allowable, allocable, and reasonableness of the cost incurred by the recipient within the funds made available. The Government reserves the right to deobligate any remaining funds from the award. The recipient shall submit all final deliverables, including final project accomplishments, for the completed work in accordance with the reporting requirements of the award.

5. DOE Access

The recipient must provide any information, documents, site access, or other assistance requested by DOE for the purpose of its federal stewardship or substantial involvement.

DOE authorized representatives must have access to records in accordance with 2 CFR 200.337 to conduct audits, execute site visits, conduct research, technology and economic security due diligence reviews and monitoring, or for any other official use.

The recipient and its subrecipients must report significant developments in accordance with 2 CFR 200.329(e) and provide access to information and documents in addition to reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. DOE will make reasonable efforts to ensure these site visits or audits do not interfere with or unduly delay project work to the maximum extent practicable.

IV. Research, Technology, and Economic Security Terms

A. Definitions

For purposes of Research, Technology, and Economic Security terms, the following definitions are applicable:

1. Covered Individual:

Covered Individual means an individual who (i) contributes in a substantive, meaningful way to the development or execution of the scope of work of a project funded by DOE, and (ii) is designated as a covered individual by DOE. Often, these individuals have doctoral or other professional degrees, although individuals at the master's or PhD level may be considered covered individuals if their involvement meets this definition. Consultants, graduate students, and those with a postdoctoral role also may be considered covered individuals if they meet this definition.

DOE designates as covered individuals any principal investigator (PI); project director (PD); co-principal investigator (Co-PI); co-project director (Co-PD); project manager; and any individual regardless of title that is functionally performing as a PI, PD, Co-PI, Co-PD, or project manager. Status as a consultant, graduate (master's or PhD) student, or postdoctoral associate does not automatically disqualify a person from being designated as a "covered individual" if they meet the definition in (i) above.

The recipient is responsible for assessing the applicability of (i) above against each person listed on the project (i.e., listed by the recipient in the application for federal financial assistance, approved budget, progress report, or any other report submitted to DOE by the recipient regarding the subject project). Further, the recipient is responsible for identifying any such individual to DOE for designation as a covered individual, if not already designated by DOE as described above.

The recipient's submission of a current and pending support disclosure and/or biosketch/resume for a particular person serves as an acknowledgement that DOE designates that person as a covered individual.

DOE may further designate covered individuals during the award period of performance.

2. Current and Pending Support

i. All resources made available, or expected to be made available, to an individual in support of the individual's RD&D efforts, regardless of:

   a. Whether the funding source is foreign or domestic;
   b. Whether the resource is made available through the entity applying for an award or directly to the individual; or
   c. Whether the resource has monetary value; and

ii. Includes in-kind contributions requiring a commitment of time and directly supporting the individual's RD&D efforts, such as the provision of office or laboratory space, equipment, supplies, employees, or students. This term has the same meaning as the term Other Support as applied to researchers in National Security Presidential Memorandum – 33 (NSPM-33): For researchers, Other Support includes all resources made available to a researcher in support of and/or related to all of their professional RD&D efforts, including resources provided directly to the individual or through the organization, and

regardless of whether or not they have monetary value (e.g., even if the support received is only in-kind, such as office/laboratory space, equipment, supplies, or employees). This includes resource and/or financial support from all foreign and domestic entities, including but not limited to, gifts provided with terms or conditions, financial support for laboratory personnel, and participation of student and visiting researchers supported by other sources of funding.

3. Malign Foreign Talent Recruitment Program as defined in P.L. 117-167, Section 10638 (4)

i. Any program, position, or activity that includes compensation in the form of cash, in-kind compensation, including research funding, promised future compensation, complimentary foreign travel, things of non de minimis value, honorific titles, career advancement opportunities, or other types of remuneration or consideration directly provided by a foreign country at any level (national, provincial, or local) or their designee, or an entity based in, funded by, or affiliated with a foreign country, whether or not directly sponsored by the foreign country, to the targeted individual, whether directly or indirectly stated in the arrangement, contract, or other documentation at issue, in exchange for the individual—

a. Engaging in the unauthorized transfer of intellectual property, materials, data products, or other nonpublic information owned by a United States entity or developed with a federal research and development award to the government of a foreign country, or an entity based in, funded by, or affiliated with a foreign country regardless of whether that government or entity provided support for the development of the intellectual property, materials, or data products;
b. Being required to recruit trainees or researchers to enroll in such program, position, or activity;
c. Establishing a laboratory or company, accepting a faculty position, or undertaking any other employment or appointment in a foreign country or with an entity based in, funded by, or affiliated with a foreign country if such activities are in violation of the standard terms and conditions of a federal research and development award;
d. Being unable to terminate the foreign talent recruitment program contract or agreement except in extraordinary circumstances;
e. Through funding or effort related to the foreign talent recruitment program, being limited in the capacity to carry out a research and development award or required to engage in work that would result in substantial overlap or duplication with a federal research and development award;
f. Being required to apply for and successfully receive funding from the sponsoring foreign government's funding agencies with the sponsoring foreign organization as the recipient;
g. Being required to omit acknowledgment of the recipient institution with which the individual is affiliated, or the federal research agency sponsoring the research and development award, contrary to the institutional policies or standard terms and conditions of the federal research and development award;

h. Being required to not disclose to the federal research agency or employing institution the participation of such individual in such program, position, or activity; or
i. Having a conflict of interest or conflict of commitment contrary to the standard terms and conditions of the federal research and development award; and

ii. A program that is sponsored by—

a. A foreign country of concern or an entity based in a foreign country of concern, whether or not directly sponsored by the foreign country of concern.
b. An academic institution on the list developed under section 1286(c)(8) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (10 U.S.C. 2358 note; Public Law 115–232); or
c. A foreign talent recruitment program on the list developed under section 1286(c)(9) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (10 U.S.C. 2358 note; Public Law 115–232).

iii. Consistent with applicable law, this term does not prohibit, unless such activities are funded, organized, or managed by an academic institution or a foreign talent recruitment program on the lists developed under paragraphs (8) and (9) of section 1286(c) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (10 U.S.C. 4001 note; Public Law 115–232)—

a. Making scholarly presentations and publishing written materials regarding scientific information not otherwise controlled under current law;
b. Participation in international conferences or other international exchanges, research projects or programs that involve open and reciprocal exchange of scientific information, and which are aimed at advancing international scientific understanding and not otherwise controlled under current law;
c. Advising a foreign student enrolled at an institution of higher education or writing a recommendation for such a student, at such student's request; and
d. Other international activities determined appropriate by the federal research agency head or designee.

B. Current and Pending Support

1. Disclosure Requirements

Prior to award, the recipient was required to provide current and pending support disclosure statements ("*CPS Common Form*") and a Biographical Sketch ("*Biosketch*") for each covered individual, as defined by the Award Terms and Conditions, at the recipient and subrecipient level, regardless of funding source.

New Covered Individuals:

Before new covered individuals may start work on the project, the recipient must submit *CPS Common Forms* and *Biosketch(es)* for new covered individuals and must receive prior approval from DOE/NNSA. R&D covered individuals must comply with the Digital Persistent Identifier (PID) and Research Security Training Requirements Terms and Conditions.

Changes to previously submitted current and pending support disclosures during the period of performance of the award:

The recipient must ensure that the covered individuals are aware that, should circumstances change which impact the responses previously provided on either the *CPS Common Form* or the *Biosketch*, the individual must submit an updated *CPS Common Form* and/or updated *Biosketch*. The recipient must submit the updated *CPS Common Form(s)* and updated *Biosketch(es)* to DOE within thirty (30) calendar days after the end of the quarterly reporting period in which the change occurred. Reporting Timeframe Exception: Adjustments to level of effort on previously reported support that is not foreign country of concern (FCOC)-related may be reported with the next scheduled annual progress report.

Where to Submit New or Updated Forms

See the Federal Assistance Reporting Checklist for this award for instructions on where to submit the *CPS Common Form* and *Biosketch*.

How to Submit New or Updated Forms

Generate the *CPS Common Form* and *Biosketch* via SciENcv (Science Experts Network Curriculum Vitae). SciENcv will produce a DOE compliant PDF version of the Common Forms.

2. Required Information

The recipient must ensure DOE has an up-to-date *CPS Common Form* and *Biosketch* for each covered individual on the project. Consistent with the instructions in NSPM-33 Implementation Guidance Pre- and Post-award Disclosures Relating to the Biographical Sketch and Current and Pending (Other) Support[1] and the **DOE Award-Specific Common Form Instructions** below, the *CPS Common Form* and *Biosketch Common Form* must together include a list of all sponsored activities, awards, and appointments, whether paid or unpaid; provided as a gift with terms or conditions; full-time, part-time, or voluntary; faculty, visiting, adjunct, or honorary; cash or in-kind; foreign or domestic; governmental or private-sector; directly supporting the individual's research or indirectly supporting the individual by supporting students, research staff, space, equipment, or other research expenses. All connections with malign foreign talent recruitment programs must be identified in current and pending support.

Please note the following:

- With the exception of "covered individual", which is defined in IV.A. Research, Technology, and Economic Security Terms, Definitions, all other definitions of terms used in the *CPS Common Form* and *Biosketch* are available at: NSPM-33 Definitions.
- If there is any conflict between NSPM-33 Implementation Guidance Pre- and Post-award Disclosures Relating to the Biographical Sketch and Current and Pending (Other) Support and the **DOE Award-Specific Common Form Instructions** below, **follow the DOE Award-Specific Common Form Instructions**.

[1] This table supersedes in its entirety, Table 2a and Paragraph 7 of the Disclosure Requirements and Standardization Section of the NSPM-33 Implementation Guidance.

DOE Award-Specific Common Form Instructions	
Part 1: CPS Common Form	
Persistent Identifier (PID) of the Covered Individual	The PID field is required for all Awards that encompass R&D activities, or technical assistance to support R&D activities. For NOFOs and Awards that do not meet the criteria above, the PID field is optional.
Reporting Timeframe for Proposals, Projects, and In-Kind Contributions	Disclose only **current** and **pending** support, as defined in the "Status of Support" field of the SciENcv CPS Common Form.
Types of Proposals and Active Projects to Disclose	"Current and pending support" is a term most relevant to research and development (R&D) activities in the academic setting. For individuals employed by for-profit entities and/or individuals who do not conduct R&D, examples of activities to report on the Current and Pending Support form include: • Consulting activities that are outside your full-time employment • Any "moonlighting" • Honoraria & Appointments
Disclosure Instructions for In-Kind Travel	DOE in-kind disclosure requirements for the "Travel supported/paid by an external entity to attend a conference or workshop" line of the table entitled, NSPM-33 Implementation Guidance Pre- and Post-award Disclosures Relating to the Biographical Sketch and Current and Pending (Other) Support differs as follows: Disclosure is required for: • "Travel supported/paid by an external entity to attend a conference or workshop" located in a foreign country of concern (FCOC), and/or • "Travel supported/paid by an external entity to attend a conference or workshop" when the supporting/paying external entity is located in an FCOC. Disclosure is not required for: • "Travel supported/paid by an external entity to attend a conference or workshop" that is not located in an FCOC; and/or • "Travel supported/paid by an external entity to attend a conference or workshop" when the supporting/paying external entity is not located in an FCOC.

Current and Pending (Other) Support Addendum	The Current and Pending (Other) Support Addendum is **not** required for covered individuals on this Award.
Part 2: Biosketch	
Appointments and Positions Reporting Timeframe	Identify all domestic and foreign professional appointments and positions, both inside and outside the primary organization. There should be no lapses in time over the past 10 years or since age 18, whichever period is shorter.
Products: Limitation on number provided	List up to 10 products or activities most closely related to the proposed project.

V. Financial Terms

A. Cost Match

Cost Matching Obligations

a. "Cost Matching" for the non-federal share is calculated as a percentage of the Federal funds only, rather than the Total Project Cost. The Total Project Cost is the sum of the Government share and Recipient match. The Recipient's cost match must come from non-Federal sources unless otherwise allowed by law.

Each Recipient is required to match 100 percent of the amount of the grant (100 percent of the Federal funds). Exception: eligible small utilities that sells not more than 4,000,000 megawatt hours of electricity per year, is required to match one-third cost of the grant.

Table 1

DOE Cost	Recipient Cost Match		Total Estimated Costs
$	$	%	
$5,828,993	$2,962,665	50.8%	$8,791,658

By accepting federal funds under this award, the Recipient is liable for the cost match percentage of total expenditures incurred, even if the project is terminated early or is not funded

to its completion. **At a minimum, Recipient's should meet the required cost match percentage by each go/no go decision point specified in the Statement of Project Objectives (Attachment 1).**

b. If the Recipient discovers that you may be unable to provide the required cost matching under this award, the Recipient should immediately provide written notification to the DOE Award Administrator indicating whether the Recipient will continue or phase out the project. If you plan to continue the project, the notification must describe how replacement cost matching will be secured.

c. The Recipient must maintain records of all project costs that you claim as cost match, including in-kind costs, as well as records of costs to be paid by DOE/NNSA. Such records are subject to audit.

d. Failure to provide the cost matching required by this term may result in the subsequent recovery by DOE of some or all the funds provided under the award.

B. Unallowable Project Costs

Project costs must comply with 2 CFR 200 Subpart E-Cost Principles and 2 CFR 910 Subpart E-Cost Principles.

The following costs are unallowable:

- Costs that do not meet the criteria set forth in 2 CFR 200.403;
- For non-profit entities, institutions of higher education, and state and local governments and Indian tribes: unallowable costs identified in 2 CFR 200 Subpart E-Cost Principles;
- For for-profit entities: unallowable costs identified in 2 CFR 910.352 and 48 CFR 31;
- Facility Decontamination and/or Decommissioning (D&D) costs;
- Costs deemed unallowable under specific conditions, see 2 CFR 200.208;
- Costs for project activities that have not yet been authorized by prior written approval from the Grants Officer (prior approval); and,
- Other unallowable items specified in the NOFO under which the project was selected, if any.

C. Unallowable Cost Share/Cost Match Sources

The recipient and subrecipient(s) may not use the following sources to meet cost share obligations:

- Unallowable cost share sources identified within 2 CFR 910.130(d)(3);
- Funds that do not meet the criteria set forth in 2 CFR 200.306(b);
- Funds derived from the DOE loan program;
- Funds from an entity designated as a contractor per 2 CFR 200.331;
- De minimis indirect rate charges authorized under 2 CFR 200.414(f) per 2 CFR 200.306(b)(1);
- Fee or profit, including foregone fee or profit per 2 CFR 200.400(g);

- Existing data as an in-kind contribution (e.g., data owned by an entity, that is not routinely sold commercially but is instead donated to the project and assigned a value);
- Proceeds from prospective rebates, credits, or discounts in addition to deferred or avoided costs; and
- Other items specified in the NOFO under which the project was selected, if any.

D. Payment Procedures - Reimbursement

Method of Payment	Requesting Reimbursement	Timing of Submittals
Reimbursement through Automated Clearing House (ACH)	Requests for reimbursements must be made electronically through Department of Energy's Oak Ridge Financial Service Center (ORFSC) VIPERS. To access and use VIPERS, the recipient must enroll at https://vipers.doe.gov. Detailed instructions on how to enroll are provided on the web site.	Submittal of the Standard Form SF-270, "Request for Advance or Reimbursement" or Standard Form SF-271, "Outlay Report and Request for Reimbursement for Construction Programs" Standard Form SF-271, "Outlay Report and Request for Reimbursement for Construction Programs" should coincide with the recipient's normal billing pattern, but not more frequently than a two week billing period. Requests for reimbursement must be limited to the amount of disbursements made during the billing period for the federal share of direct project costs and the proportionate share of any allowable indirect costs incurred during that billing period.

1. Payments

The DOE approving official will approve the invoice as soon as practical, but not later than 30 days after the recipient's request is received, unless the billing is improper. Upon receipt of an invoice payment authorization from the DOE approving official, the ORFSC will disburse payment to the recipient. The recipient may check the status of payments at the VIPERS web site. All payments are made by electronic funds transfer to the bank account specified on the Bank Information Form that the recipient filed with the U.S. Department of Treasury.

2. Supporting Documents for Agency Approval of Payments

For non-construction awards, the recipient must submit a Standard Form SF-270, "Request for Advance or Reimbursement", at https://vipers.doe.gov and attach a file containing appropriate supporting documentation. **At a minimum, Recipient's should meet the required cost match percentage (specified in the Cost Match Term) by each go/no go decision point specified in the Statement of Project Objectives (Attachment 1).**

The following additional items are required:

Invoice Attachment Number	Description
1	Summary cost data, for the billing period and cumulative cost data, showing all categories listed in the SF-424A and identifying federal, non-federal, and total amounts.
2	UCC Filing: If a for-profit recipient or subrecipient purchases equipment or contributes the equipment as cost share, reimbursements associated with the equipment are not authorized until 1) the draft UCC financing statement(s) is sent to the Grants Officer and concurrence is provided to file with the state and 2) the UCC financing statement(s) is filed with the State and proof of filing submitted to DOE or otherwise provided for in the relative financial assistance agreement in accordance with 2 CFR 910.360(4).
3	If the award includes Specific Conditions (see 2 CFR 200.208) that prohibit reimbursement for any cost (unauthorized costs or phases), the recipient must attach a statement to the payment request affirming that no invoiced costs are related to the prohibition.
4	Explanation of cost match for the invoicing period, including cost category and rationale if cost match share exceeds or is below award requirements.
5	Invoices or summary cost data showing all categories listed in the SF-424A for subrecipients with over $500,000 total project costs.
6	Invoices for Contractors with over $250,000 total project costs.
7	Invoices/receipts for all Travel, Equipment, Supplies, Contractual, and Other Direct Costs.

E. Indirect Costs

1. Indirect Cost Allocation:

The budget for this award does not include an allocation of segregated indirect billing rates. Therefore, indirect charges shall not be charged under allocated billing rates, nor shall reimbursement be requested for this project for segregated indirect cost billing rates, nor shall any indirect charges for this project be allocated to any other federally sponsored project. The recipient cannot claim indirect costs separately as cost share.

2. Fringe Cost Allocation:

Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect labor. Under a segregated cost pool,

the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

3. Subrecipient Indirect Costs (If Applicable):

The recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this award and 2 CFR Part 200 as adopted and supplemented by 2 CFR Part 910.

VI. Equipment & Real Property Terms

A. FY23 Section 309 Authority – Unconditional Title Vesting

Pursuant to the FY23 Consolidated Appropriations Act (Pub. L. No. 117-328), Division D, Title III, Section 309 ("Section 309 authority"), the Secretary of Energy, or the Secretary's designee may, at their discretion, vest unconditional title or other property interests acquired under this project in the award recipient, subrecipient, or successor in interest, regardless of the fair market value of the property, at the conclusion of the award period. Under this award, if requested by the recipient, DOE will not unreasonably withhold exercising Section 309 authority to vest unconditional title or other property interests acquired under this project in equipment and real property in the recipient at the conclusion of the award period, provided that the recipient satisfies the following conditions. recipient agrees to:

1. comply with award terms and conditions, including all applicable DOE program requirements, including any amendments;
2. use the equipment or real property during the award period for its originally authorized project purpose;
3. complete all tasks, objectives, and milestones included in Attachment 1, Statement of Project Objectives;
4. certify that it will not sell or transfer the equipment or real property to a Foreign Country of Risk or State Sponsor of Terrorism, or to an entity owned, controlled by, incorporated in, or located in those countries, after the conclusion of the award period; and
5. ensure installed grid assets were installed appropriately, contributing to safe and reliable delivery of electric service as appropriate, and are maintained appropriately to ensure their anticipated service lives.

Recipient is required to advise DOE on its progress on the above conditions at various points throughout the life of the award, including but not limited to, continuations, go/no-go decision points, and budget periods. DOE will require a final presentation and/or written narrative by recipient immediately prior to the conclusion of the award period for the recipient to demonstrate to DOE's satisfaction that it has satisfied the above conditions, prior to DOE effecting any final transfer of title under Section 309. After any disposition of DOE's reversionary interest, a continuing agreement between recipient and DOE may nonetheless remain in place to fulfill other award requirements or to properly effectuate the exercise of Section 309 authority (if not otherwise incorporated into the award), regardless of the success of the project or ongoing performance under this award.

B. Indenture Encumbrance – Real Property and Equipment

Where an applicable preexisting mortgage indenture treats the Federal property interest under this award as an "excepted encumbrance" or similar type of interest, recipient must request prior approval from the DOE Grants Officer for the indenture encumbrance. Where an applicable preexisting mortgage indenture treats the Federal property interest under this award not as an "excepted encumbrance" or similar type of interest but as a type of interest/encumbrance which requires agreement among parties regarding position of the interests/encumbrances (e.g., a "permitted lien"), recipient must request prior approval from the DOE CO for the indenture encumbrance and an additional agreement may be necessary to establish the positions of the Federal property interest and indenture interest, most likely in a *pari passu* manner. The DOE Grants Officer approval must be obtained prior to acquisition of the equipment under this award.

C. Continued Use of Real Property and Equipment

In accordance with 2 CFR 200.311(b), 2 CFR 200.313(c)(1), and 2 CFR 910.360(b)(1), the recipient may continue to use real property and equipment for authorized purposes beyond the award period with prior approval of the Grants Officer. The prior approval request must include:

- Authorized purpose for continued use of the property.
- Proposed use period (e.g., perpetuity, until fully depreciated, or a calendar date where the recipient expects to submit disposition instructions).
- A list of the property to be used.
- Current fair market value of the property.
- Estimated Useful Life or depreciation schedule for equipment.
- Acknowledgement that the recipient will continue to comply with 2 CFR 200.311, 2 CFR 200.313, and 2 CFR 200.316, and 2 CFR 910.360 and report on the status of the equipment at least annually.

Continued use of real property and equipment must not be requested until the end of the award period and is not authorized absent Grants Officer authorization.

When the property is no longer needed for authorized project purposes, the recipient must request disposition instructions from DOE. For-profit entity disposition requirements are set forth at 2 CFR 910.360. Property disposition requirements for other entities are set forth in 2 CFR 200.310 – 200.316.

VII. Award Specific Terms

A. Use of Program Income

The recipient is encouraged to earn income that may be applied toward costs incurred

during the period of performance or allowable closeout costs in accordance with 2 CFR 200.307 and 2 CFR 200.472(b) respectively.

If the recipient earns program income during the period of performance as a result of this award, the program income must be deducted from the total allowable project costs, reducing the overall total amount of the federal award (2 CFR 200.307(b)(1)).

B. Foreign Travel

If foreign travel is permitted in the NOFO under which the project was selected, the recipient is required to obtain the prior written approval of the Grants Officer for any foreign travel costs.

In addition to requesting prior approval, the recipient is required to submit a foreign work waiver for the following subset of foreign travel types:

- For travel to any country, the recipient is required to submit a foreign work waiver for foreign travel conducted in connection with the scope of the award where the purpose of the travel is a not a conference, scholarly workshop, or symposium.
- If the purpose of the travel is a conference, scholarly workshop, or symposium, the recipient is only required to submit a foreign work waiver if the travel is to a foreign country of concern. (See Standard Terms, Transparency of Foreign Connections for the definition of foreign country of concern.)

See Performance of Work in the United States (Foreign Work Waiver) in the Standard Terms and Conditions for details.

All international travel must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC 40118), commonly referred to as the "Fly America Act," and implementing regulations at 41 CFR 301-10.131 through 41 CFR 301-10.143. The law and regulations require air transport of people or property to, from, between, or within a country other than the United States, the cost of which is supported under this award, to be performed by or under a cost-sharing arrangement with a U.S. flag carrier, if service is available.

Current "Open Skies Agreements" that are in effect can be found here: Fly America Act | GSA.

It is the recipient's responsibility for making determinations and documenting the decision as to whether an exemption to this requirement applies.

Exceptions vary depending on the direction of travel and are outlined in 41 CFR 301-10.136 and 41 CFR 301-10.137.

VIII. Program Specific Terms (Reserved)

IX. Infrastructure, Investment, and Jobs Act (IIJA) Terms

A. Reporting, Tracking, and Segregation of Incurred Costs

Infrastructure, Investment, and Jobs Act (IIJA) funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the IIJA and related Office of Management and Budget (OMB) Guidance. If applicable, the recipient must keep separate records for IIJA funds and must ensure those records comply with the requirements of the IIJA.

B. Davis-Bacon Act Requirements

If the award is funded under Division D of the Infrastructure, Investment, and Jobs Act (IIJA) per the Notice of Funding Opportunity Statutory Authority, all laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair work in excess of $2,000 on projects funded directly by or assisted in whole or in part by and through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The recipient must comply with all Davis-Bacon Act requirements, including but not limited to:

1. Ensuring prior approval of Wage Determinations used for the award by the Grants Officer.
2. Ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subrecipient or contract awards.
3. Being responsible for compliance by any subrecipient or contractor with the Davis-Bacon labor standards.

4. Receiving and reviewing certified weekly payrolls submitted by all subrecipients or contractors for accuracy and to identify potential compliance issues.
5. Maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
6. Conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subrecipients and contractors and as requested or directed by the DOE.
7. Cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
8. Posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
9. Notifying the Grants Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR part 4, 29 CFR part 6, 29 CFR part 7, and 29 CFR part 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this award, subrecipient award, contract or subcontract.
10. Preparing and submitting to the Grants Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year, in accordance with the reporting instructions in the Federal Assistance Reporting Checklist attached to the award.

The recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Grants Officer will notify the recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement.

The recipient must ensure the timely submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act.

The Department of Energy has contracted with LCPtracker, a third-party DBA electronic payroll compliance software application, and the use of LCPtracker is mandatory absent a waiver. A waiver for the use of LCPtracker may be granted to a particular recipient if they are unable or limited in their ability to use or access the software.

To avoid voluminous attachments under this award, all applicable wage determination(s) included in the www.sam.gov database and uploaded to LCPtracker are incorporated by reference herein as if set forth and attached in full. The applicable

wage determination(s) are effective herein even if they have not been attached to the contract/subcontract(s) or subrecipient awards thereunder or have not been correctly identified and obtained from www.sam.gov and/or uploaded to LCPtracker.

Davis-Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the start of work subject to Davis-Bacon Act requirements (e.g., construction, alteration, or repair work). The recipient does not have the right to appeal DOE's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see Davis-Bacon and Related Acts and Protections for Workers in Construction under the Infrastructure Investment and Jobs Act.

X. Program Specific Plans

A. Operations Workforce Continuity Plan

An Operations Workforce Continuity Plan template is provided for administrative convenience. If the template is not used, the recipient must ensure that all the information requested in the template is provided. A report on the recipient's progress toward meeting the objectives and milestones set forth in the Operations Workforce Continuity Plan must be included in the continuation application or as otherwise directed by the Grants Officer.

If at any time it becomes apparent that the recipient is non-compliant with their Operations Workforce Continuity Plan, additional reporting may be required.

AGENDA ITEM NO. D.3

Fort Pierce Utilities Authority Board

Board Submission Report

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

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

FROM: Steve Murto, Water Resources

DATE: September 1, 2026

SUBJECT: Ortho/Polyphosphate Blended Liquid - Corrosion Inhibitor

PRESENTER(S): Steve Murto

RECOMMENDATION:

RFP 26-29A: Staff recommends approval to award contract for the purchase of approximately 125,400 pounds per year of Ortho/Polyphosphate Liquid (Corrosion Inhibitor)from Hawkins Water Treatment Group, of Roseville, MN, per vendors pricing submittal for the period of upon execution through May 31, 2031 with Prices, terms and conditions shall remain firm for the initial first year (12 months) of this agreement, with optional increases, at the time of renewal, based on the change in the most recently published Producer Price Index (Chemical Pricing) over the prior year but shall not exceed 3% and are subject to the same terms and conditions set forth herein, contingent on receiving required Certificate(s) of Insurance.

SUMMARY/SUPPORTING INFORMATION:

Use of this additive is mandated by the Florida Department of Environmental Protection. The Request for Proposal (RFP) was uploaded to DemandStar on July 9, 2026, and was advertised on July 13 & 20, 2026 with responses due by July 24, 2026. The RFP was sent to 148 vendors, twelve (12) vendors requested specifications with six (6) responding & one (1) No Proposal, resulting in a 50% response rate. A recommendation was received from the Water Resources Superintendent on August 07, 2026, to request authorization from the Board to accept the Proposal from Hawkins Water Treatment Group.

STRATEGIES: Modernization - Infrastructure Hardening

FINANCIAL IMPACT:

Board approved FY2026 O&M Budget. Prices, terms and conditions shall remain firm for the initial first year (12 months) of this agreement, with optional increases, at the time of renewal, based on the change in the most recently published Producer Price Index (Chemical Pricing) over the prior year but

shall not exceed 3% and are subject to the same terms and conditions set forth herein

ALTERNATIVES (IF ANY):

Do not accept low proposer and select a higher priced proposer.

ATTACHMENTS:

26-29A Hawkins Water Treatment Group Inc - (ready for Board).pdf
26-29A RFP Corrosion Inhibitor Evaluation Rating & Ranking Summary.pdf
26-29A RFP Corrosion Inhibitor Proposal Tabulation-Recommendation & Notice of Intent to Accept.pdf

FORT PIERCE UTILITIES AUTHORITY
CONTRACT

THIS CONTRACT ("Contract"), effective as of the date last signed below ("Effective Date"), is made between the Fort Pierce Utilities Authority ("FPUA") and Hawkins Water Treatment Group, Inc a Foreign Profit Corporation, with its principal address at 2381 Rosegate, Roseville, MN 55113 ("Contractor").

WHEREAS, the FPUA issued a Request for Proposal ("RFP") # 26-29A for Ortho/Polyphosphate Blended Liquid (Corrosion Inhibitor) on July 9, 2026, attached hereto as Exhibit "A" and incorporated by reference;

WHEREAS, the FPUA has determined that it is necessary, expedient, and in the best interest of the FPUA to retain a contractor to supply Ortho/Polyphosphate Blended Liquid (Corrosion Inhibitor) ("Services");

WHEREAS, the FPUA evaluated the responses received and found the Contractor licensed and insured to perform the Services;

WHEREAS, the Contractor has reviewed the Contract and is qualified, willing and able to provide and perform the Services in accordance with the terms and conditions hereafter set forth.

NOW THEREFORE, the FPUA and the Contractor, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, do agree as follows:

1. **Recitals.** The foregoing recitals are true and correct as forming the intent and purpose of the agreement between the parties and hereby incorporated into this Contract.

2. **Services.** The Contractor shall provide Ortho/Polyphosphate Blended Liquid (Corrosion Inhibitor) in accordance with Contractor's proposal submitted in response to RFP 26-29A and attached hereto as Exhibit "B" ("Contractor's Proposal"). In the event of a conflict between the terms and conditions of the RFP 26-29A Contractor's Proposal, and this Contract, the terms and conditions of this Contract shall control, followed by the RFP, followed by the Contractor's Proposal.

3. **Term.** This Contract shall commence upon execution and terminate on May 31, 2031, unless otherwise terminated earlier as provided herein or extended by mutual agreement of both parties. Prices, terms and conditions shall remain firm for the initial first year (12 months) of this agreement, with optional increases, at the time of renewal, based on the change in the most recent published Producer Price Index (Chemical Pricing) over the prior year but shall not exceed 3% and are subject to the same terms and conditions set forth herein. This agreement will remain in effect in the event of natural disaster, pandemic or other emergency event(s).

4. **Amendment**. The Contract may also be amended at any time during its term, provided that such amendments are made in writing and signed by both parties. The DOU is

authorized to execute any instruments modifying or expanding the Services within the delegation of authority granted by the FPUA Board.

5. Compensation.

5.1. The FPUA shall pay the Contractor for Services rendered hereunder and completed in accordance with the Contractor's Proposal, attached hereto as Exhibit "B".

5.2. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a purchase order from the FPUA. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and FPUA may elect to issue no purchase orders. If a purchase order is issued, the FPUA reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

5.3. The FPUA's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the FPUA Board. The FPUA shall promptly notify the Contractor if the necessary appropriation is not made.

6. Method of Payment.

6.1. The FPUA shall pay the Contractor through payment issued by its Finance Department in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Contractor's invoice and written approval of same by the FPUA's Project Manager indicating that services have been rendered in conformity with this Contract. Payment shall be made within forty-five (45) days of receipt of accepted invoice.

6.2. The Contractor shall submit invoices for payment to the address indicated on the purchase order for those specific services provided pursuant to the Contractor's Proposal attached hereto and incorporated herein.

6.3. The Contractor's invoices shall be in a form satisfactory to the FPUA Finance Department, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the FPUA.

7. Termination.

7.1. Termination for Convenience. This Contract may be terminated by the FPUA, in its sole discretion, for convenience at any time and without cause, upon thirty (30) days written notice to Contractor. In the event of termination for convenience by the FPUA, the Contractor shall cease work and shall deliver to the FPUA all Deliverables as defined herein prepared or obtained by the Contractor in connection with its Services. The FPUA shall upon receipt of the aforesaid documents, pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to (1) the fee for each completed and accepted task plus (2) the fee for the percentage of the work completed in any authorized but uncompleted task, less (3) all previous payments made. Contractor acknowledges that the 30 days' notice provision

set forth in this Section is adequate additional consideration supporting this Termination for Convenience clause.

7.2. Termination for Cause.

7.2.1. This Contract may be terminated before the expiration date of the Term on written notice:

7.2.1.1.by Contractor, only in the event the FPUA fails to pay the Contractor's properly documented and submitted invoice and such failure continues for ninety (90) days after FPUA's receipt of written notice of nonpayment;

7.2.1.2.by FPUA, if the Contractor breaches any provision of this Contract and either the breach cannot be cured or, if the breach can be cured, it is not cured by the Contractor with 15 days after the FPUA's receipt of written notice of such breach;

7.2.1.3.by FPUA, if the Contractor (A) becomes insolvent, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a general assignment for the benefit of its creditors, (E) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business, or (F) the Contractor or any employee, servant, or agent of Contractor is indicted for any crime arising out of or in conjunction with any work being performed by Contractor for or on behalf of FPUA.

7.2.2. In the event of termination for cause by the FPUA, the Contractor shall promptly discontinue all Services. The FPUA may take over the Services and perform the Services to completion by agreement with another party or otherwise, including utilizing the services of Contractor's subcontractors. In such case, Contractor shall be liable to FPUA for any additional cost occasioned to FPUA thereby. In doing so, FPUA shall not waive its right to pursue any remedy that it may have against Contractor arising out of Contractor's performance hereunder. Upon Contractor's request, Contractor shall assign to FPUA, any subcontractor agreement that is required in order to complete the Services.

7.2.3. When FPUA terminates for cause, Contractor shall not be entitled to receive payment for any Services not actually and adequately completed.

7.2.4. In the event the Contract is terminated by FPUA for cause pursuant to this subsection 6.2 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 6.1 and the provisions of subsection 6.2 shall apply.

7.3. 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 6.1.

7.4. In connection with any termination of the Contract for any reason whether for convenience, for cause, or for non-appropriation Contractor shall have no entitlement to recover any lost or anticipated profit or compensation for Services or other work not performed as of the effective date of termination. In no event will the FPUA be responsible for lost profits of the Contractor or any asserted damages which may arise out of an alleged premature termination of this Contract.

7.5. Termination of the Contract or a portion thereof for any reason shall not relieve Contractor of its responsibility for its Services which shall survive the termination. Contractor's obligations to FPUA arising from Contractor's improper acts or omissions, including but not limited to indemnity and insurance obligations under this Contract, shall survive the termination of this Contract.

7.6. The obligations and duties imposed by this Contract on Contractor and FPUA's rights and remedies available hereunder are in addition to, and not a limitation of, any other obligations, duties, rights and remedies provided by law or under this Contract.

8. FPUA Project Manager. The Project Manager is hereby designated by the FPUA to be the Water Resources Superintendent, or other alternate designate who shall represent the FPUA in all technical matters pertaining to and arising from the Services performed under this Contract. The Project Manager is designated to do all things necessary to properly administer the terms and conditions of this Contract, including but not limited to:

8.1. Review of all Contractor payment requests for approval or rejection.

8.2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's Services during the period of this Contract.

9. Standards of Conduct.

9.1. The Contractor shall be responsible for the quality, technical accuracy, and the coordination of all Services performed by or at the behest of the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its Services.

9.2. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

9.3. The Contractor warrants that he has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

9.4. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the services required hereunder. The Contractor further represents that no person having any such interest shall be employed to perform those services. The Contractor agrees to incorporate the provisions of this Section in any subcontract into which it might enter with reference to the work performed.

9.5. Contractor shall, under no circumstance, look to FPUA to provide any labor or equipment for Contractor or the Services to be performed pursuant to this Contract. Contractor shall provide all of the labor and equipment necessary to perform the Services contracted for at the expense and sole risk of Contractor.

10. Compliance with Federal, State and Local Laws.

10.1. General. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

10.2. Permits. Contractor shall procure the permits, certificates, and licenses necessary to allow Contractor to perform the Services.

10.3. Public Records. Florida Public Records Law, Chapter 119, Florida Statutes, applies to this Contract.

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 FPUA'S CUSTODIAN OF PUBLIC RECORDS AT PO BOX 3191, FORT PIERCE, FL 34948; 772-466-1600; PUBLICRECORDS@FPUA.COM.

If, under this Contract, the Contractor is providing Services and is acting on behalf of a public agency as provided under Section 119.011(2), Florida Statutes, the Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency 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, Florida Statutes, 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 the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

10.4. Protection of Trade Secret or Confidential Material. If the Contractor considers any information made or received in the course of performing the Contract to be a trade secret or otherwise confidential under Florida or federal law, Contractor must designate that portion of the materials by clearly marking it CONFIDENTIAL or TRADE SECRET when it is submitted to FPUA (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.

10.5. 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: (a) of 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, or (b) 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 (c) is engaged in business operations in Cuba or Syria. Contractor further acknowledges that FPUA may immediately terminate any contract if Contractor 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.

10.6. Public Entity Crimes. Pursuant to Section 287.133(2) (a), Florida Statutes, a contractor who has been placed on the Convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide services for a public entity, may not be awarded a contract and may not transact business with a public entity for services, the value of which exceeds the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Contractor hereby represents that it does not fall within the class of persons identified in the previous sentence such that Contractor would be precluded from entering into this Contract.

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

10.8. State and Federal Funding. If FPUA determines that modifications to this Contract or any Addenda hereto are required to qualify for State or Federal funding for Contractor's Services, and if Contractor shall fail to consent to such modifications, or if Contractor is unable to comply within a reasonable time with applicable Federal or State laws and regulations governing the grant of such funds for Services, FPUA shall have the right to terminate this Contract for its convenience.

11. Force Majeure. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the FPUA's purchase order or specified by the FPUA's Project Manager, subject only to delays caused by force majeure, or as otherwise defined herein. "Force Majeure" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Contract, and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, strikes, work slowdowns or other labor disturbances, judicial restraint, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either FPUA or Contractor under this Contract. Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to

the other party describing the circumstances and uncontrollable force preventing continued performance of the obligations of this Contract.

12. Insurance.

12.1. General. Contractor shall be responsible for all damage to life and property due to the negligent acts, errors, or omissions of Contractor, their subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of its work, both temporary and permanent. Contractor will not be given a Notice to Proceed until Contractor has furnished an insurance certificate or certificates in a form satisfactory to FPUA, showing that Contractor has complied with this Section.

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

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

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

12.4. Commercial General Liability. The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy. FPUA and FPUA's board members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured – Owners, Lessees, Contractors or Contractors). The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence	$1,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Medical Expense (any one person)	$Nil
Damage to Rented Premises (ea. Occurrence)	$Nil

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after termination or expiration of the Contract. 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.

12.5. 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	$1,000,000

12.6. Pollution/Environmental Impairment Liability. Contractor shall provide coverage for third party liability and clean-up costs at the proposed site resulting from pollution or other environmental impairment arising out of the activities that are contemplated by the agreement. Such insurance shall be on a form acceptable to FPUA. 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 years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis, FPUA (and if required the project engineer) and its board members, officials, officers and employees shall be included as "additional Insureds" on the policy.

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

Each Clain/Occurrence	$1,000,000
Annual Aggregate	$1,000,000

12.7. Miscellaneous Provisions.

12.7.1. 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.

12.7.2. The insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances approved in writing, 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 Contract. 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.

12.7.3. Contractor agrees that FPUA and its board members, officials, officers and employees shall be included as additional insureds under such policy or policies of insurance as required herein, except for the workers' compensation/employers' liability and professional liability insurance coverage.

12.7.4. Insurance coverage shall be maintained with insurers lawfully authorized to do business in Florida and acceptable to FPUA, which companies shall, at a minimum, have a rating of not less than "A-" as to management and "VIII" as to strength in the latest edition of Best's Insurance Guide.

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

12.7.6. Until such insurance is no longer required by this Contract, 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.

12.8. 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, if applicable) 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. Any deductible or self-insurance retention should be indicated on the certificate of insurance. With respect to Property Insurance, Contractor shall provide a Certificate of Property Insurance form or other evidence satisfactory to FPUA.

12.9. Certificates. Certificates of Insurance must be completed as follows:

Additional Insured:
Fort Pierce Utilities Authority and its board members, officials, officers and employees.

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

Certificates may be emailed to: risk@FPUA.com

13. Indemnification. The Contractor shall save, defend, indemnify and hold harmless the FPUA from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Contract. This section shall survive the termination or expiration of this Contract.

13.1. Except as otherwise required pursuant to law, all Deliverables, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the FPUA or at its expense will be considered proprietary and will be kept confidential by the Contractor and will not be disclosed to any other party, directly or indirectly, without the FPUA's prior written consent.

14. Sovereign Immunity. The FPUA expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the FPUA beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the FPUA for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the FPUA, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

15. Miscellaneous.

15.1. Assignability. Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of FPUA, provided that claims for the money due or to become due to Contractor from FPUA under this Contract may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to FPUA.

15.2. Attorney's Fees. Contractor agrees to pay FPUA's legal defense costs, including reasonable attorney's fees, in the event legal proceedings are brought by third parties against FPUA and/or Contractor and it is finally determined that said claim or legal proceedings are based upon the negligent acts, errors, or omissions of Contractor in the performance of this Contract.

15.3. Survivability. The provisions of this Contract which by their terms call for performance subsequent to termination of Contractor hereunder, or of this Contract, shall so survive such termination, whether or not such provisions expressly state that they shall so survive.

15.4. Severability. The invalidity, illegality, or un-enforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

15.5. 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.

15.6. Waiver. Neither the FPUA's review, approval, or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract. The rights and remedies of the parties provided for under this Contract are in addition to any other rights and remedies provided by law.

15.7. Independent Contractor. Contractor undertakes performance of the services as an independent contractor and shall be wholly responsible for the method of performance. FPUA has no obligation to supervise the methods used, but FPUA shall have the right, but not the obligation to observe such performance. Contractor shall work closely with FPUA in performing services under this Contract.

15.8. Notices. Any notice or other communication required to be given pursuant to this Agreement shall be deemed duly given if delivered personally or by overnight courier service or mailed by certified mail, return receipt requested, to the respective parties at the following addresses, or at such other address as shall be designated by any party in a written notice to the other party.

If to FPUA:

Fort Pierce Utilities Authority
Attn: Grisel Cortes
206 S. 6th Street
Fort Pierce, FL 34950

With Copy to:

Fort Pierce Utilities Authority
Attn: General Counsel
206 S. 6th Street
Fort Pierce, FL 34950

If to Contractor:

Hawkins Water Treatment Group, Inc.
2381 Rosegate
Roseville, MN 5513

15.9. Entire Contract. This Contract (including any Attachments hereto) constitutes the entire Contract between FPUA and Contractor, 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.

15.10. Counterparts. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have caused their duly authorized representative to execute this Contract on the date set forth below.

FORT PIERCE UTILITIES AUTHORITY	**HAWKINS WATER TREATMENT GROUP, INC.**
_____	_____
Board Chair	Signature
_____	Dan Louismet
Date	Printed Name
ATTEST:	Vice President, Secretary and General Counsel
	Title
_____	8/26/2026
Board Secretary	Date

APPROVED AS TO LEGAL FORM:

_____

FPUA General Counsel

FPUA COMMUNITY PROUD	**Fort Pierce Utilities Authority (FPUA)** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
RETURN TO: Purchasing Program Manager Fort Pierce Utilities Authority **DELIVER/MAIL TO:** 206 South 6th Street Fort Pierce, FL 34950	**Contact:** Nancy Palka Purchasing Manager@FPUA.com (772-)466-1600x3272 **RFP No:** RFP 26-29A
Pre-Proposal Conference Date: N/A	**RFP Title:** ORTHO/POLYPHOSPHATE BLENDED LIQUID (CORROSION INHIBITOR)
Pre-Proposal Conference Location: N/A	**RFP Opening Event:** Friday, July 24, 2026 @ 11:30AM EST Proposal Openings shall ONLY be conducted via a Zoom Meeting, see instructions, go to SECTION IV – Special Terms and Conditions and Additional Instructions to Proposers
Sealed Proposal Due Date & Time Deadline: Friday, July 24, 2026 @ 11:00 AM EST	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: Hawkins, Inc. **Mailing Address:** 2381 Rosegate, Roseville MN 55113	***I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this proposal for the Proposer.*** X _____ **Authorized Signature (Manual)**
Phone Number: 612-331-6910	**Typed or Printed Name:** Douglas Lange
Fax Number: 612-331-5304	**Title:** V.P. Water Treatment Group
E-Mail Address: bids@hawkinsinc.com	**If returning as a "No Proposal," please state reason:**

PROPOSAL RESPONSE FORM

RFP Item:	ORTHO/POLYPHOSPHATE BLENDED LIQUID (CORROSION INHIBITOR)

RFP Number	RFP 26-29A	Due Date and Time	Friday, July 24, 2026 @ 11:00 AM EST

The offeror agrees to furnish and deliver to the Fort Pierce Utilities Authority at the place specified, the following items or services in accordance with specifications and scope of work herein at the prices quoted below:

Approximate Quantity Annually	Description	Unit Price Per Pound	Total Annual Price
125,400 Pounds	Ortho/Polyphosphate Blended Liquid (Corrosion Inhibitor), including FOB delivery of ***approximately 6-8 totes bi-annually.***	$0.82/lb	$ 102,828.00

 # 5-7 OF CALENDAR DAYS FOR DELIVERY AFTER RECEIPT OF ORDER (ARO)
DELIVERY MUST BE F.O.B. FORT PIERCE, FLORIDA

The Proposer hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE
1	July 16, 2026

Vendor Hawkins, Inc.
Address 2381 Rosegate, Roseville MN 55113 (CORPORATE)
City, State, Zip Code 2263 Clark St, Apopka FL 32703 (local branch)
Email Address bids@hawkinsinc.com
Typed Name, Title Douglas Lange, V.P. Water Treatment Group
Signature _____ **Date** July 22, 2026
Telephone # 612-331-6910 **Fax #** 612-331-5304

Is this business registered with the State of Florida as a minority-owned, disadvantaged business?

Yes / No



Detail by FEI/EIN Number

Foreign Profit Corporation
HAWKINS WATER TREATMENT GROUP, INC.

Cross Reference Name

HAWKINS, INC.

Filing Information

Document Number	F14000004437
FEI/EIN Number	41-0771293
Date Filed	10/20/2014
State	MN
Status	ACTIVE

Principal Address

2381 ROSEGATE
ROSEVILLE, MN 55113

Mailing Address

2381 ROSEGATE
ROSEVILLE, MN 55113

Registered Agent Name & Address

NATIONAL REGISTERED AGENTS, INC.
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title D

Tang, Faith
2381 ROSEGATE
ROSEVILLE, MN 55113

Title D

Spethmann, Jeff
2381 ROSEGATE
ROSEVILLE, MN 55113

Title President, CEO, Director

HAWKINS, PATRICK
2381 ROSEGATE
ROSEVILLE, MN 55113

Title VP

Lange, Douglas
2381 ROSEGATE
ROSEVILLE, MN 55113

Title Treasurer, CFO

Oldenkamp, Jeff
2381 ROSEGATE
ROSEVILLE, MN 55113

Title VP

Grahek, Drew
2381 ROSEGATE
ROSEVILLE, MN 55113

Title VP

Mangine, David
2381 ROSEGATE
ROSEVILLE, MN 55113

Title Director

Faulconbridge, James
2381 ROSEGATE
ROSEVILLE, MN 55113

Title Director

Thompson, James
2381 ROSEGATE
ROSEVILLE, MN 55113

Title Director

Wright, Jeffrey
2381 ROSEGATE
ROSEVILLE, MN 55113

Title Director

Schumacher, Mary
2381 ROSEGATE
ROSEVILLE, MN 55113

Title Director

Stauber, Daniel
2381 ROSEGATE
ROSEVILLE, MN 55113

Title Secretary

Louismet, Daniel
2381 Rosegate
Roseville, MN 55113

Annual Reports

Report Year	Filed Date
2025	01/15/2025
2026	04/17/2026
2026	07/08/2026

07/08/2026 -- AMENDED ANNUAL REPORT	View image in PDF format
04/17/2026 -- ANNUAL REPORT	View image in PDF format
01/15/2025 -- ANNUAL REPORT	View image in PDF format
02/05/2024 -- ANNUAL REPORT	View image in PDF format
02/01/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
02/10/2021 -- ANNUAL REPORT	View image in PDF format
07/30/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
01/08/2020 -- ANNUAL REPORT	View image in PDF format
01/03/2019 -- ANNUAL REPORT	View image in PDF format
01/09/2018 -- ANNUAL REPORT	View image in PDF format
01/17/2017 -- ANNUAL REPORT	View image in PDF format
03/02/2016 -- ANNUAL REPORT	View image in PDF format
01/13/2015 -- ANNUAL REPORT	View image in PDF format
10/20/2014 -- Foreign Profit	View image in PDF format

Exhibit "B"

State of Florida
Department of State

I certify from the records of this office that HAWKINS WATER TREATMENT GROUP, INC. is a Minnesota corporation authorized to transact business in the State of Florida, qualified on October 20, 2014.

The document number of this corporation is F14000004437.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on April 17, 2026, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of May, 2026

Secretary of State

Tracking Number: 5985288729CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

FORT PIERCE UTILITIES AUTHORITY (FPUA)

RFP NO. 26-29A

ORTHO/POLYPHOSPHATE BLENDED LIQUID (CORROSION INHIBITOR)

ADDENDUM NO. 1

July 16, 2026

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the Request for Proposal (RFP) as follows:

1. **Clarification:**
   SECTION II – SPECIAL TERMS AND CONDITIONS AND ADDITIONAL INSTRUCTIONS TO PROPOSERS – Item EVALUATION CRITERA – Item A. Cost, page 11:

   Delete:

   "A. Cost 40
   - a. Price Per Pound
   - b. Number of days from ARO

   B. Chemical & Physical Requirements 40
   - a. Chemical Ratio
   - b. Liquid Clarity and Impurity
   - c. pH
   - d. Specific gravity
   - e. Additional proposer information"

   Replace with:

   "A. Cost 40
   - a. Price Per Pound **(up to 30 points)**
   - b. Number of days from ARO **(up to 10 points)**

   B. Chemical & Physical Requirements 40
   - a. Chemical Ratio **(up to 10 points)**
   - b. Liquid Clarity and Impurity **(up to 10 points)**
   - c. pH **(up to 10 points)**
   - d. Specific gravity **(up to 10 points)**"

2. **Question**: Will technical service and supplier support resources be considered during scoring?

   Answer: No, technical service and supplier support resources will not be considered during scoring.

3. **Clarification:** Evaluation points are awarded on a "zero up-to" point system that is indicated in the Evaluation Criteria, with the exception of: NSF verification and Country of Original which are set points as stated in the criteria and the Local Vendor Preference which are set points as indicated on the chart.

4. **Question:** What if bidder receives full score for Local Vendor Preference, however doesn't fully comply with the technical specs and yet receives the highest overall score?

   Answer: Per evaluation, the proposer with the highest total points will be awarded.

All other conditions of this RFP remain the same.

Please acknowledge receipt of this addendum and include it with your Proposal Submission.

Signature: _____
Manual

Name: Douglas Lange
Typed or Printed

Company Name: Hawkins, Inc.

Address: 2381 Rosegate, Roseville MN 55113

Date: July 22, 2026

Exhibit "B"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/16/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
6160 Golden Hills Drive
Minneapolis MN 55416

CONTACT NAME: Centralized Accounts Servicing Team
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: CAST@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: NAUTILUS INSURANCE COMPANY	17370
INSURER B: Aspen Specialty Insurance Company	10717
INSURER C: Great Divide Insurance Company	25224
INSURER D: American Casualty Company of R	20427
INSURER E: Transportation Insurance Compa	20494
INSURER F:	

INSURED HAWKINC
Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113

COVERAGES **CERTIFICATE NUMBER:** 568452700 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLP2033069-15	9/30/2025	9/30/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			BAP2033068-16	9/30/2025	9/30/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X MCS-90 X CA 99 48						Liability Deductible	$ 50,000
A	UMBRELLA LIAB X OCCUR			FFX2033070-15	9/30/2025	9/30/2026	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED X RETENTION $ 0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7040063527	9/30/2025	9/30/2026	X PER STATUTE OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N/A		7040063575	9/30/2025	9/30/2026	E.L. EACH ACCIDENT	$ 1,000,000
E	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			7040086306	9/30/2025	9/30/2026	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
E				7040086323	9/30/2025	9/30/2026	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Pollution Liability (Primary)			SSP201587913	9/30/2024	9/30/2027	Total Limit with primary and excess	$25,000,000 Occ
B	Pollution Liability (Excess)			EXAFVXW24	9/30/2024	9/30/2027		$25,000,000 Agg

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

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Hawkins Inc

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

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

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

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

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

2381 Rosegate

Requester's name and address (optional)

6 City, state, and ZIP code

Roseville, MN 55113

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number: ☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number: 41 - 0771293

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person [signature] Date 07/21/2026

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Exhibit "B"

HAWKINS

Product Name:	ClearFlow PT 5036	**Product Code:**	42813
Grade:		**Lot Number:**	78RC030926
Date Manufactured:	9MAR26	**Expiration Date:**	9MAR27
Technician:	Joe Sarrubbo		

CERTIFICATE OF ANALYSIS

TEST	SPECIFICATION	RESULT	TEST METHOD	PERFORMED BY
Specific Gravity (20 °C)	1.38 - 1.42	1.39	LP-0221	Hawkins
pH	4.0 - 7.0	5.0	LP-0244	Hawkins
Total Phosphate	35.0 - 37.0 wt.%	Conforms	Based on raw material specifications	Suppliers
Orthophosphate	17.0 - 19.0 wt.%	Conforms	Based on raw material specifications	Suppliers
Polyphosphate	17.0 - 19.0 wt.%	Conforms	Based on raw material specifications	Suppliers
Appearance	Clear, Amber Liquid	Conforms	Visual	Hawkins

Name Joe Sarrubbo Date 23MAR26

This is an electronically issued document. The above signee has reviewed the contents of this document to confirm test results and product information are accurate for the specified lot.

Exhibit "B"

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, July 21, 2026** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=HAWKINS&TradeName=5036&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
United States
800-328-5460
612-331-6910
Visit this company's website (http://www.hawkinsinc.com)

Facility : Apopka, FL

Blended Phosphates

Trade Designation	*Product Function*	*Max Use*
ClearFlow PT 5036	Corrosion & Scale Control	24mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1
Number of matching Products is 1
Processing time was 0 seconds

SAFETY DATA SHEET

Issue Date: 27-Mar-2023 **Revision Date:** 27-Mar-2023 **Version** 1

1. Identification

Product Identifier
Product Name: ClearFlow PT 5036

Other means of identification
Product Code: 62319
Synonyms: Condensed Inorganic Phosphate Blend

Recommended use of the chemical and restrictions on use
Recommended Use: Industrial, Manufacturing or Laboratory use.
Restrictions on Use: None known

Details of the supplier of the safety data sheet
Manufacturer: Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
(612) 331-6910

Emergency telephone number
Emergency Telephone: CHEMTREC: 1-800-424-9300 (US) / +1 703-741-5970 (International)

Other Information
Corrosion Inhibitor

2. Hazard(s) identification

Classification
This chemical is not considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Hazards not otherwise classified (HNOC)
Not applicable

Label elements
Signal word: None

Hazard statements:
Not a hazardous substance or mixture according to the Globally Harmonized System (GHS)

As part of good industrial and personal hygiene and safety procedure, avoid all unnecessary exposure to the chemical substance and ensure prompt removal from skin, eyes and clothing.

Unknown Acute toxicity: Not applicable

Other Information
Not applicable

3. Composition/information on ingredients

Chemical name	CAS No	Weight-%
Trade Secret 1	Trade secret	20-25
Trade Secret 2	Trade secret	20-25
Trade Secret 3	Trade secret	Proprietary
Water	7732-18-5	Balance

Any concentration shown as a range is due to batch variation or the exact percentage has been withheld as a trade secret.

4. First-aid measures

Description of first aid measures

Inhalation Remove to fresh air. If symptoms persist, call a physician.

Eye contact Rinse thoroughly with plenty of water for at least 15 minutes, lifting lower and upper eyelids. Consult a physician.

Skin contact Immediately flush eyes or skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. If skin irritation persists, call a physician.

Ingestion Clean mouth with water and drink afterwards plenty of water. If symptoms persist, call a physician.

Most important symptoms and effects, both acute and delayed

Symptoms No information available.

Indication of any immediate medical attention and special treatment needed

Note to physicians Treat symptomatically.

5. Fire-fighting measures

Suitable Extinguishing Media Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Large Fire CAUTION: Use of water spray when fighting fire may be inefficient.

Unsuitable extinguishing media Do not scatter spilled material with high pressure water streams.

Specific hazards arising from the chemical Thermal decomposition can lead to release of irritating and toxic gases and vapors. Do not allow run-off from fire-fighting to enter drains or water courses.

Hazardous combustion products Phosphorus oxides. Sodium oxides.

Explosion Data

Sensitivity to mechanical impact None.

Sensitivity to static discharge None.

Special protective equipment for fire-fighters Firefighters should wear self-contained breathing apparatus and full firefighting turnout gear. Use personal protection equipment.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Personal precautions Ensure adequate ventilation.

Methods and material for containment and cleaning up

Methods for containment Prevent further leakage or spillage if safe to do so. Prevent dust cloud. Keep out of drains,

sewers, ditches and waterways.

Methods for cleaning up Dike far ahead of liquid spill for later disposal. Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Pick up and transfer to properly labeled containers. Clean contaminated surface thoroughly. After cleaning, flush away traces with water.

7. Handling and storage

Precautions for safe handling

Advice on safe handling Handle in accordance with good industrial hygiene and safety practice.

Conditions for safe storage, including any incompatibilities

Storage Conditions Keep containers tightly closed in a dry, cool and well-ventilated place.

Incompatible Materials Strong reducing agents. Strong oxidizing agents, strong acids, and strong bases.

8. Exposure controls/personal protection

Control parameters

Exposure Limits This product, as supplied, does not contain any hazardous materials with occupational exposure limits established by the region specific regulatory bodies.

Appropriate engineering controls

Engineering controls Showers
Eyewash stations
Ventilation systems.

Individual protection measures, such as personal protective equipment

Eye/face protection Tight sealing safety goggles.

Skin and body protection Wear suitable protective clothing.

Respiratory protection No protective equipment is needed under normal use conditions. If exposure limits are exceeded or irritation is experienced and ventilation is insufficient, a suitable respirator or evacuation may be required.

Environmental exposure controls Do not allow into any sewer, on the ground or into any body of water.

General hygiene considerations Handle in accordance with good industrial hygiene and safety practice.

9. Physical and chemical properties

Information on basic physical and chemical properties

Physical State:	Liquid
Appearance:	Aqueous solution
Color:	Clear
Odor:	Odorless
Odor Threshold:	No information available
pH:	No information available
Salt Out Point:	No information available
Melting Point/Freezing Point:	-11 °C / 12 °F
Boiling Point/Boiling Range:	No information available
Flash Point:	No information available
Evaporation Rate (BuAc=1):	No information available
Flammability (solid, gas):	No information available

Flammability Limits in Air:	No information available
Vapor Pressure (mm Hg):	No information available
Vapor density (Air =1):	No information available
Specific Gravity (H_2O=1):	No information available
Water Solubility:	No information available
Solubility(ies):	No information available
Partition Coefficient (n-octanol/water):	No information available
Autoignition Temperature:	No information available
Decomposition Temperature:	No information available
Kinematic Viscosity:	No information available
Dynamic Viscosity:	No information available

Other information

Explosive properties	No information available
Oxidizing properties	No information available
Molecular Weight:	N/A

10. Stability and reactivity

Reactivity	No information available.
Chemical stability	Hygroscopic.
Possibility of hazardous reactions	None under normal processing.
Conditions to avoid	Exposure to air or moisture over prolonged periods.
Incompatible Materials	Strong reducing agents. Strong oxidizing agents, strong acids, and strong bases.
Hazardous decomposition products	Phosphorus oxides. Sodium oxides.

11. Toxicological information

Information on likely routes of exposure

Product Information

Inhalation	Specific test data for the substance or mixture is not available.
Eye contact	Specific test data for the substance or mixture is not available.
Skin contact	Specific test data for the substance or mixture is not available.
Ingestion	Specific test data for the substance or mixture is not available.

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms No information available.

Numerical measures of toxicity

Acute Toxicity:

The following values are calculated based on chapter 3.1 of the GHS document

ATEmix (oral)	8,768.60 mg/kg
ATEmix (dermal)	23,525.90 mg/kg

Component Information

Chemical name	Oral LD_{50}	Dermal LD_{50}	LC_{50} (Lethal Concentration)
Trade Secret 1	= 8290 mg/kg (Rat)	> 7940 mg/kg (Rabbit)	> 0.83 mg/L (Rat) 4 h
Trade Secret 2	= 3053 mg/kg (Rat)	-	-

Trade Secret 3	= 5,000 mg/kg (Rat)	-	-
Water 7732-18-5	> 90 mL/kg (Rat)	-	-

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Skin corrosion/irritation No information available.

Serious eye damage/eye irritation No information available.

Respiratory or skin sensitization No information available.

Germ cell mutagenicity No information available.

Carcinogenicity This product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.

Reproductive toxicity No information available.

STOT - single exposure No information available.

STOT - repeated exposure No information available.

Aspiration hazard No information available.

Other Adverse Effects: No information available.

12. Ecological information

Ecotoxicity The environmental impact of this product has not been fully investigated.

Chemical name	Toxicity to algae	Toxicity to fish	Toxicity to microorganisms	Toxicity to daphnia and other aquatic invertebrates
Trade Secret 3	>100 mg/L (EC50 72h Algae)	>1,000 mg/L (LC50 96h Sheepshead minnow) >1,000 mg/L (LC50 96h Fish)	-	320 mg/L (EC50 48h Water Flea) 186 mg/L (EC50 48h Acartia tonsa) >1,000 mg/L (EC50 72h Skeletonema sp.)

Persistence and Degradability: No information available.

Bioaccumulation: There is no data for this product.

Component Information

Chemical name	Partition Coefficient:
Trade Secret 3	<0

Mobility: No information available.

Other Adverse Effects: No information available.

13. Disposal considerations

Waste treatment methods

Waste from residues/unused products Dispose of in accordance with local, state, and national regulations. Dispose of waste in accordance with environmental legislation.

Contaminated packaging Do not reuse empty containers.

14. Transport information

DOT

Description Not DOT Regulated

15. Regulatory information

International Inventories

Chemical name	TSCA	AICS	DSL	NDSL	EINECS	ELINCS	ENCS	IECSC	KECL	PICCS
Trade Secret 1	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present
Trade Secret 2	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present
Water 7732-18-5	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory
AICS - Australian Inventory of Chemical Substances
DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List
EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances
ENCS - Japan Existing and New Chemical Substances
IECSC - China Inventory of Existing Chemical Substances
KECL - Korean Existing and Evaluated Chemical Substances
PICCS - Philippines Inventory of Chemicals and Chemical Substances

US Federal Regulations

SARA 313
Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

SARA 311/312 Hazard Categories
Under the amended regulations at 40 CFR 370, EPCRA 311/312 Tier II reporting for the 2017 and later calendar years will need to be consistent with updated hazard classifications.

CERCLA
This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material.

Clean Water Act (CWA)
This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

OSHA - Process Safety Management - Highly Hazardous Chemicals
This product does not contain any substances regulated under Process Safety Management (29 CFR 1910.119).

Department of Homeland Security - Chemical Facility Anti-Terrorism Standards (CFATS)
This product does not contain any substances regulated under the Chemical Facility Anti-Terrorism Standards (6 CFR 27).

16. Other information

NSF/ANSI 60 Certification

Certified to NSF/ANSI/CAN 60

Maximum Use (mg/L unless otherwise indicated):	24
Prepared By:	HSE Department
Issue Date:	27-Mar-2023
Revision Date:	27-Mar-2023
Revision Note:	New Product.

Disclaimer:
The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

ClearFlow PT 5036

Polyorthophosphate

- NSF/ANSI/CAN Standard 60 Certified
- Offers Balanced Protection
- Effective Fe/Mn sequestration
- Maintains corrosion protection

Usage

PT 5036 is a liquid polyorthophosphate 50/50 blend designed for protection of drinking water distribution lines. It has been formulated to actively provide both corrosion protection and sequestration.

By forming a microscopic film, corrosion protection is maintained. This limits lead, copper and iron from being released resulting in greater chlorine residuals in the system. In addition, PT 5036 sequesters iron and manganese thus reducing stains, discoloration and rusty water. This sequestration minimizes chlorine consumption.

Description

Appearance:	Clear liquid
% PO_4 :	36.0
Specific Gravity:	1.28 - 1.42
pH:	4.0 - 7.0

Application

This product should be applied using a metering pump, fed neat from the storage vessel without dilution. Passivation dosage is 10 – 15 ppm while maintenance requires 3 – 9 ppm.

Handling

PT 5036 is non-hazardous and not regulated by DOT guidelines. Avoid contact with skin or eyes and wash affected areas with water if contact is made. Refer to the SDS for more detailed instructions.

Shipping

PT 5036 is packaged in drums and totes. It is also available in full tanker loads and in smaller quantities through our Mini-Bulk service.

Customer Service

Hawkins, Inc. can provide a complete treatment program to meet your water quality needs. On-site inspection, system assessment, chemical recommendations and continued technical support are all a part of the Hawkins approach. For additional information, please contact your sales professional or Hawkins customer service.

The information provided has been obtained from sources believed to be reliable and is accurate to the best of our knowledge. Government regulations and standards change without notice. Further, handling and use of the product is beyond our control. Hawkins provides no warranties, either expressed or implied, and assumes no responsibility for the accuracy or completeness of the data contained herein. This information is offered for your consideration and investigation. You should satisfy yourself that you have all current data relevant to your particular use.

Scan this QR code to link to our Hawkins Video
www.hawkinsinc.com

800.328.5460
wtg@hawkinsinc.com

TDS - 0244, V2 - 8.06.2024

ClearFlow PT 5036

Polyorthophosphate

Product Numbers:

Item # 46993 ClearFlow PT 5036, 5 GA PA
Item # 42811 ClearFlow PT 5036, 15 GA DD
Item # 42812 ClearFlow PT 5036, 55 GA DR
Item # 42813 ClearFlow PT 5036, 1 GA BLK (Mini-Bulk)
Item # 43957 ClearFlow PT 5036, 55 GA DR Natural

Waste Disposal

This material must be disposed of in accordance with all applicable federal, state, and local regulations and permits. Consult the SDS for additional regulatory information.

Before using this product, review SDS for specific information

A precautionary approach should be used when there is potential for chemical exposure – this includes minimizing exposure potential, rapid decontamination, and medical follow-up. **Note:** A Safety Data Sheet (SDS) for this product is available on request from Hawkins, Inc. Customer Service Dept, 2381 Rosegate, Roseville, MN 55113. **800 328-5460** or **(612) 331-6910**

Important Notice Regarding the Attached Information:

The statements, technical information and recommendations contained in the accompanying document(s) are based on tests and data that are believed to be reliable. Further, as the actual use of our products by others is beyond our control, no guarantee of any kind is made as to the effects of such use, or the results to be obtained, whether the use is made in accordance with the recommendations or suggestions contained herein or otherwise. The accompanying document(s) is not contractual and NOTHING HEREIN CONSTITUTES A REPRESENTATION OR WARRANTY THAT THE GOODS DESCRIBED ARE FIT FOR A PARTICULAR PURPOSE OF A CUSTOMER or that their use does not conflict with any existing patent rights. The exclusive source of any warranty and of any other customer rights whatsoever is on the Hawkins invoice. Also, since the accompanying data sheet(s) may be provided by electronic media, Hawkins cannot guarantee the accuracy or originality hereof. Any alterations made to the accompanying document(s) other than by Hawkins corporate headquarters is expressly prohibited.

RFP No. 26-29A

AFFIDAVIT

I, the undersigned ("Affiant"), am an officer or representative of Hawkins, Inc. ("Entity") authorized to do business in the State of Florida, after being sworn, I hereby attest before engaging in business with the Fort Pierce Utilities Authority:

1. I am over the age of 21 years old.
2. I have personal knowledge of each, and every statement of fact contained herein.
3. The Entity not an entity owned by the government of a foreign country of concern or is not an entity in which a government of a foreign country of concern has a controlling interest.
4. The Entity is not an entity organized under the laws of or has its principal place of business in a foreign country of concern, as defined in section 287.138, Florida Statutes.
5. The Entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes (Anti-Human Trafficking).
6. The Entity making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham.
7. The Entity has complied with the Code of Ethics, Chapter 112, Florida Statutes.
8. The Entity has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the **Fort Pierce Utilities Authority**, or any person interested in the proposed contract.
9. All statements in the proposal or bid are true.
10. Affiant is authorized to execute this Affidavit on behalf of the Entity.

Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and reasonable belief, that the above-stated facts are true and correct.

ENTITY Name: Hawkins, Inc.

By: _____

Name: Douglas Lange

Title: V.P. Water Treatment Group

A person who knowingly makes a false declaration is guilty of the crime of perjury by false written declaration, a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

STATE OF ~~FLORIDA~~ MINNESOTA
COUNTY OF RAMSEY

The foregoing instrument was sworn and subscribed before me by means of ☑ physical presence ☐ online notarization, this 22nd day of July, 2026, by Douglas Lange, as V.P. Water Treatment Group on behalf of the Entity who is ☑ personally known to me or ☐ has produced N/A (Type of Identification) as identification.

_____
Signature of Notary Public

David W Schindeldecker
Notary Public
Minnesota
My Commission Expires January 31, 2027

David W Schindeldecker
Print, Type or Stamp Name of Notary

1297926/00032
Serial Number, if any

NOTE: THIS FORM MUST BE SUBMITTED WITH BID DOCUMENTS

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Hawkins, Inc. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business=s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee=s community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature: _____

Douglas Lange

Date: July 22, 2026

Exhibit "B"

ORIGINAL

FORT PIERCE UTILITIES AUTHORITY (FPUA)

Request for Proposal
ORTHO/POLYPHOSPHATE BLENDED LIQUID (CORROSION INHIBITOR)
RFP 26-29A

Bid due date: July 24, 2026, at 11:30 A.M.

Contact for Ordering:
Doug Pegel
Branch Manager
Office: 407-221-6570
Doug.Pegel@HawkinsInc.com

Contact for Bids/Contracts:
Felicia Lashley
Business Development/Bid Coordinator
Office: 321-335-6645
Bids@HawkinsInc.com

Hawkins, Inc.
2263 Clark Street
Apopka, FL 32703

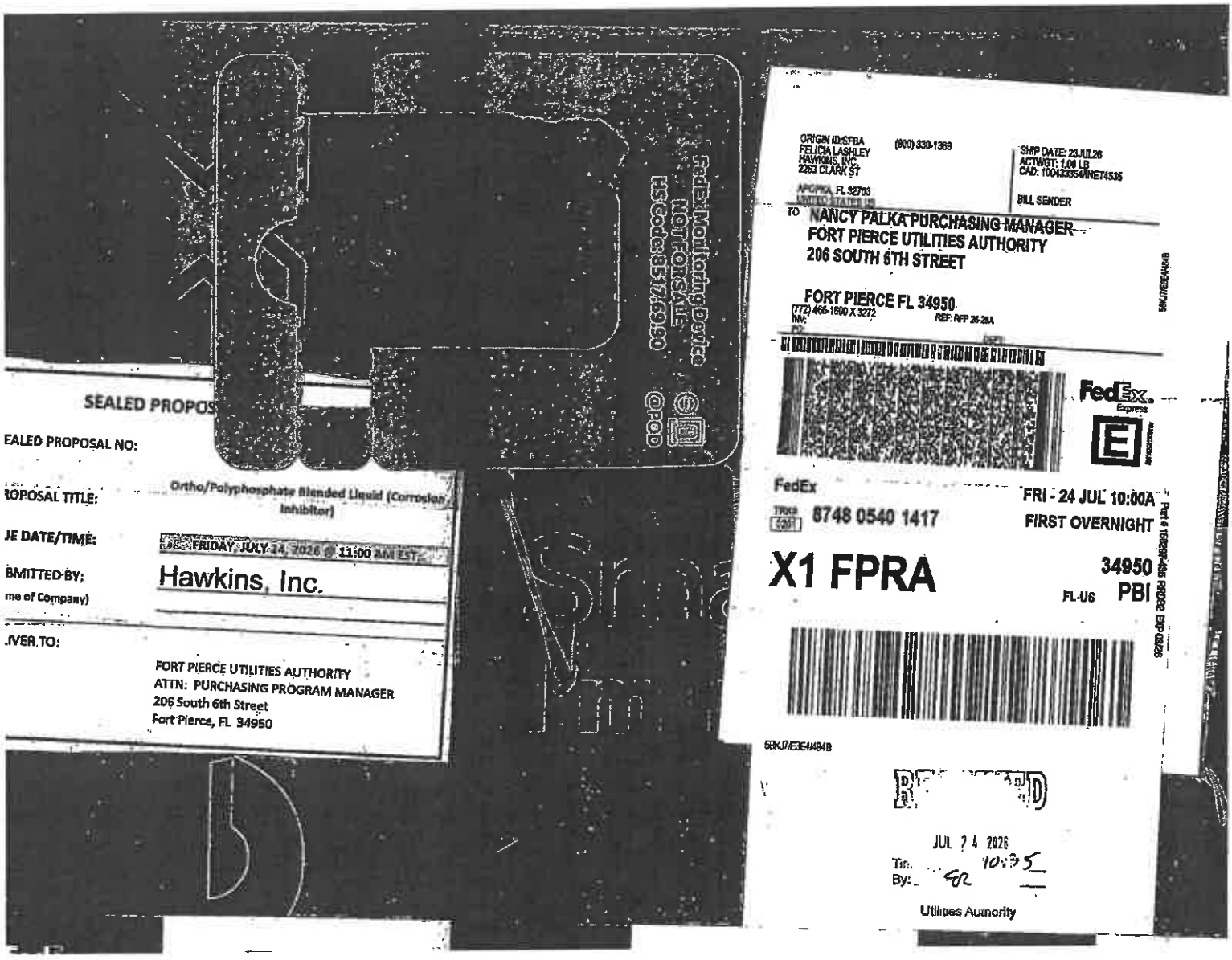

SEALED PROPOS
EALED PROPOSAL NO:
ROPOSAL TITLE:
Ortho/Polyphosphate Blended Liquid (Corrosion Inhibitor)
JE DATE/TIME:
FRIDAY JULY 24, 2026 @ 11:00 AM EST
BMITTED BY:
me of Company)
Hawkins, Inc.
.IVER TO:
FORT PIERCE UTILITIES AUTHORITY
ATTN: PURCHASING PROGRAM MANAGER
206 South 6th Street
Fort Pierce, FL 34950
FedEx Monitoring Device
NOT FOR SALE
@POD
ORIGIN ID:SFBA
FELICIA LASHLEY
HAWKINS, INC.
2623 CLARK ST
APOPKA, FL 32703
(800) 330-1369
SHIP DATE: 23JUL26
ACTWGT: 1.00 LB
CAD: 100433354/INET4535
BILL SENDER
TO NANCY PALKA PURCHASING MANAGER
FORT PIERCE UTILITIES AUTHORITY
206 SOUTH 6TH STREET
FORT PIERCE FL 34950
(772) 466-1600 X 3272
REF: RFP 26-28A
FedEx Express
FedEx
8748 0540 1417
FRI - 24 JUL 10:00A
FIRST OVERNIGHT
X1 FPRA
34950
FL-US
PBI
JUL 24 2026
Time: 10:35
By: GR
Utilities Authority

Exhibit "B"

SEALED PROPOSAL - DO NOT OPEN

SEALED PROPOSAL NO:	RFP 26-29A
PROPOSAL TITLE:	Ortho/Polyphosphate Blended Liquid (Corrosion Inhibitor)
DUE DATE/TIME:	FRIDAY, JULY 24, 2026 @ 11:00 AM EST
SUBMITTED BY: (Name of Company)	Hawkins, Inc.

DELIVER TO:

FORT PIERCE UTILITIES AUTHORITY
ATTN: PURCHASING PROGRAM MANAGER
206 South 6th Street
Fort Pierce, FL 34950

HAWKINS WATER TREATMENT GROUP, INC

RFP No. 26-29A

PROPOSAL SUBMITTAL CHECKLIST

RFP 26-29-A	ORTHO/POLYPHOSPHATE BLENDED LIQUID (CORROSION INHIBITOR)

This Proposal Submittal Checklist includes all of the documents that must be provided, with signature(s) when specified, in order for your Proposal Response to be fully compliant. It is the responsibility of each Proposer to submit all the required document(s), with the exception of those labelled as "Not-Mandatory," and to read and comply with the Request for Proposal in its entirety. Please submit in the following order:

ITEM	DESCRIPTION OF REQUIRED SUBMISSION FORMS NAD OTHER REQUIRED DOCUMENTS	Indicate if items are included with Bid: YES	NO/NA	FPUA USE PASS /FAIL
REQUIRED DOCUMENTS:				
A	PROPOSERS SUBMITTAL CHECKLIST, *signed*	✓		
B	REGISTRATION WITH STATE OF FLORIDA	✓		
C	REQUEST FOR PROPOSAL AND PROPOSER ACKNOWLEDGEMENT (COVER PAGE), *signed*	✓		P / F
D	ALL PROPOSAL ADDENDUM(S), WHEN ISSUED, *signed*	✓		P / F
E	REQUIRED PROOF OF INSURANCE *"proof copy"*	✓		P / F
F	IRS FORM W-9, *signed*	✓		P / F
G	Certificate of Analysis *(COA) copy*	✓		P / F
H	NSF Product Registration *Copy*	✓		P / F
I	Safety Data Sheet (SDS) *Copy*	✓		P / F
J	AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138 Contracting with entities of foreign countries, 787.06 Civil actions by victims of human trafficking & Non-Collusion *SIGNED and NOTARIZED*	✓		P / F
K	DRUG-FREE WORKPLACE, *signed, if submitting* (NOT MANDATORY)	✓		
L	LOCAL VENDOR PREFERENCE CERTIFICATION STATEMENT *must be signed if submitting*	✓		EVAL
M	PROPOSAL RESPONSE FORM (COST), *must be signed*	✓		EVAL
N	COUNTRY OF ORIGIN, *document*	✓		EVAL
O	ADDITIONAL DATA, *if submitting (NOT MANDATORY)*	✓		
REMINDERS:				
	PERSON WHO SIGNS THE BID PACKAGE MUST HAVE AUTHORITY TI SUBMIT A PROPOSAL ON BEHALF OF THE COMPANY	✓		
	ALL PRICES, PRICE EXTENSIONS AND TOTALS HAVE BEEN THOROUGHLY REVIEWED FOR MATHEMATICAL ACCURACY, AND ALL PRICE CORRECTIONS INITIALED	✓		
	ONE (1) COMPLETE HARD COPY PROPOSAL PACKAGE-LABELED ORIGINAL	✓		
	OUTSIDE OF PROPOSAL EVELOPE/BOX CLEARLY MARKED AS REQUIRED OR APPLY SUPPLIED LABEL	✓		

When preparing all documents, be sure to use the proper company legal entity name as it is registered in the state in which you are established, followed by any DBA/fictitious name.

Company Hawkins, Inc. Signature _____ Date: July 22, 2026

Douglas Lange

FORT PIERCE UTILITIES AUTHORITY

EVALUATION RATING & RANKING SUMMARY

BY COMMITTEE

RFP NO. 26-29A ORTHO/POLYPHOSPHATE BLENDED LIQUID (CORROSION INHIBITOR)

VENDORS	POINTS AWARDED BY COMMITTEE MEMBER			TOTAL POINTS AWARDED	RANKING
	MEMBER 1	MEMBER 2	MEMBER 3		
Hawkins Water Treatment Group, Inc. Roseville, MN Office: Plantation, FL	116	116	114	346	1
Carus LLC Peru, IL	95	93	89	277	2
Cedar Chem LLS, a Solenis LLC Company Wilmington, DE	88	96	91	275	3
Shannon Chemical Corporation Malvern, PA	82	81	85	248	4

FORT PIERCE UTILITIES AUTHORITY
TABULATION OF PROPOSALS

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.

PROPOSAL ON:	**Ortho/Polyphosphate Blended Liquid (Corrosion Inhibitor)**
PROPOSAL (RFP) NUMBER:	26-29A
DATE/TIME:	July 24, 2026 @ 11:30AM EST
RECOMMENDATION and NOTICE OF INTENT TO ACCEPT:	Hawkins Water Treatment Group, Inc.

VENDOR	DELVIERY DAYS AFTER RECEIPT OF ORDER	UNIT PRICE PER POUND (ON APPROX. 125,400 lbs.	TOTAL PRICE	RANK
Hawkins Water Treatment Group, Inc. Roseville, MN Office: Plantation, FL	5-7	$0.82	$102,828.00	1
Carus LLC Peru, IL	5	$0.93	$116,622.00	2
CedarChem LLC, a Solenis LLC Company Wilmington, DE	10-12 business days	$0.82	$102,828.00	3
Shannon Chemical Corporation Malvern, PA	7-10	$1.37	$171,798.00	4
Brenntag Mid-South, LLC* Henderson, KY Office: Orlando, FL	5-10	$1.19	$149,226.00*	N/A
Sterling Water Technologies LLC* Croydon, PA	7-10 Business days	$0.9866	$123,719.64*	N/A
USAlco Baltimore, MD	n/a	NO BID	NO BID	N/A

*Administratively Non-Compliant

AGENDA ITEM NO. E.1

Fort Pierce Utilities Authority Board

Board Submission Report

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

FROM: Michele Harris, Chief Financial Officer

DATE: September 1, 2026

SUBJECT: June 2026 Quarterly Financial Operating Results

PRESENTER(S): Michele Harris

RECOMMENDATION:
For Information Only.

SUMMARY/SUPPORTING INFORMATION:
See attached.

STRATEGIES: Organizational Development - Knowledge Continuity

ATTACHMENTS:
AR2026-xx June 2026 QTRLY Board Packet.pdf
Update for BoD - Warehouse Inventory Purchasing - Q3 FY-2026.docx

Fort Pierce Utilities Authority

Memorandum

To:	Javier Cisneros, P.E., Director of Utilities
Through:	Michele Harris, CGFO, Chief Financial Officer
From:	Andrea Trasferini-Slown, Finance Manager
Date:	August 26, 2026
Subject:	June 2026 Quarterly Financial Operating Results

RECOMMENDATION:

For information only.

SUMMARY/SUPPORTING INFORMATION:

Financial Summary - Page 5

Summarizing the analysis of our financial statements for the nine months ending June 30, 2026, FPUA experienced income from system operations of $15,535,000. This increase of $358,000 as reported for the previous year was a result of an increase in bulk water sales, and marginally higher consumption. The recognition of $9,107,000 in Capital Contributions, in addition to income from operations, generated a year-to-date change in Net Position of $22,059,000.

During this quarter, the Manatee Center logged 18,693 visitors, and volunteers contributed 1,720 hours (valued at $24,080). The value of the volunteer assistance is not reflected in these financial statements.

Statement of Net Position - Pages 6-7

FPUA's financial condition is illustrated in the figures below (in thousands):

	6/30/2026	9/30/2025	Increase/ (Decrease)
Utility Plant in Service	$ 552,863	$ 547,078	$ 5,785
Construction Work in Progress	228,645	192,879	35,766
Restricted Current Assets	35,195	33,510	1,685
Unrestricted Current Assets	85,198	113,548	(28,350)

Current Unrestricted Equity in Pooled Cash and Investments, excluding balances in the Electric and Gas Rate Stabilization Funds, totaled $36,690,000. FPUA had $14,259,000 in Accounts Payable and Accrued Expenses as of June 30, 2026. Restricted Assets include funds FPUA has committed for principal and interest payments on bonds, capital improvement charges, customer deposits, debt service, emergencies, and renewals and replacements.

Actual Revenues vs. Budget - Page 8-9
The budget figures for revenue presented in this report were those presented to and approved by the Board on August 5, 2025.

Analysis of revenues for all systems reveals that actual amounts were below budgeted figures by $14,228,000. Water and Electric revenues exceeded budgeted amounts by 10.2% and 2.8%, respectively, while Wastewater and Gas revenues were less than budgeted amounts by 39.2% and 11.8%. Timing differences in grant revenue recognition, in addition to decreases in Gas contract sales, were the primary component of the differences between projected and actual amounts.

Actual Expenses vs. Budget - Page 10
The budget figures for expenses presented in this report were those presented to and approved by the Board on August 5, 2025. Actual expenses include expenses and capitalized salary cost.

Overall, year-to-date expenses were $4,566,000 less than budgeted amounts. Lower than projected Salaries, Wages and related expenses of $1,347,000 along with lower purchases for resale of $889,000 accounted for the majority of the reduction when compared to the budget.

Statement of Revenues and Expenses - Page 11
Year-to-date operating revenues for FY 2026 increased by $6,390,000 (6.5%) compared to last year. This increase was primarily due to marginal increases in both consumption and services billed for most systems, along with adjustments to the Power Cost Adjustment (PCA) billed to electric customers.

Year-to-date operating expenses increased by $6,032,000 (7.3%) compared to last year. The most significant changes were attributable to increases in Purchases for Resale of $3,484,000, and General and Administrative Expenses of $1,870,000. Moderate increases were experienced in all other expense categories, with the exception of depreciation expense.

Distribution to the City of Fort Pierce - Page 12
The distribution to the City of Fort Pierce for the nine months ending June 30, 2026 (payable in FY 2027) calculated at 6% of gross revenue will be $5,957,000.

Calculation of Debt Service Coverage - Page 13
The debt service coverage ratio was at 3.96 times for the twelve months ended June 30, 2026, compared with the ratio of 3.87 on September 30, 2025. This coverage ratio continues to stay well above the minimum requirement of 1.25.

Net Position Ratio Calculations - Page 14

The current ratio on unrestricted and restricted accounts remains strong at 5.27 and 1.97 respectively. These ratios reflect the number of times FPUA's short-term assets exceed short-term liabilities and are a key indicator of solvency. The debt to total assets ratio was 0.36, which indicates 36% of FPUA's assets are financed by debt. The debt-to-equity ratio was 0.58, which shows that for every dollar of internal financing, there was $0.58 in debt financing.

Statistics - Pages 16-19

Fiscal year-to-date Wastewater units billed increased by 2.7%, while Water and Electric units sold increased by 2.4% and 1.9%, respectively. Gas units sold decreased by 12.8%. Included in the Gas decrease was a 27.5% decrease in Contract Sales.

Schedule of Investments

In accordance with our investment policy, our primary objective is safety of principal, while maintaining liquidity and earning a rate of return comparable to the prevailing market.

For the quarter ended June 30, 2026, FPUA had $83,332,199 in investments and earned $495,537 in investment income. This is $20,744 less than the amount earned for the same quarter in 2025. As of June 30, 2026, FPUA's investments were distributed as follows:

Category	Amount	% of Total	Interest Rate
Seacoast Grant Reimbursement	$30,816,412	37.0%	2.72%
Seacoast National Bank - Sweep Account	25,496,316	30.6%	1.46%
SBA - Florida PRIME	6,757,911	8.1%	3.83%
Seacoast National Bank - Money Market	6,652,387	8.0%	2.72%
Seacoast National Bank - CDs	5,694,474	6.8%	1.47%
PNC Bank - Money Market	5,645,399	6.8%	2.00%
Trust Co - CD	1,163,776	1.4%	3.79%
South state Community Bank - CDs	1,054,778	1.3%	3.67%
Seacoast National Bank - CD - SLC LOC	50,000	0.1%	3.00%
Seacoast National Bank - Sweep Account - Bond P	746	0.0%	1.43%
Totals:	$83,332,199	100%	

ALTERNATIVES (IF ANY):

None

ATTACHMENTS:

June 2026 Quarterly Financial Operating Results
Inventory Quarterly Update


FPUA
COMMUNITY PROUD

Fort Pierce Utilities Authority

FINANCIAL SUMMARY

For the Nine Months Ended June 30, 2026 - Unaudited

(Dollars in Thousands)

	Electric	Water	Gas	Wastewater	FPUAnet	Manatee Center	FY 2026 Combined	FY 2025 Combined
CURRENT MONTH								
Operating Revenues	$7,579	$2,501	$419	$1,809	$202	$25	$12,535	$11,983
Operating Expenses	(6,406)	(1,836)	(399)	(1,483)	(160)	(62)	(10,346)	(10,067)
Operating Income (Loss)	1,173	665	20	326	42	(37)	2,189	1,916
Distribution to City	-	-	-	-	-	-	-	-
Other Non-Operating Revenues (Expenses)	2	(58)	13	(74)	(8)	37	(88)	12
Capital Contributions	24	1,169	9	676	-	-	1,878	211
Capacity Reductions	-	-	-	-	-	-	-	-
Extraordinary Income (Expense)	-	-	-	-	-	-	-	-
CHANGE IN NET POSITION	1,199	1,776	42	928	34	-	3,979	2,139
Distribution Adjustment	(391)	(144)	(30)	(108)	-	-	(672)	(659)
Adj. Change in Net Position	$808	$1,632	$12	$820	$34	-	$3,307	$1,480
YEAR TO DATE								
Operating Revenues	$59,333	$21,999	$4,825	$15,906	$1,820	$299	$104,182	$97,792
Operating Expenses	(53,696)	(15,680)	(4,518)	(12,515)	(1,634)	(604)	(88,647)	(82,615)
Operating Income (Loss)	5,637	6,319	307	3,391	186	(305)	15,535	15,177
Distribution to City	(4,686)	(1,728)	(357)	(1,299)	-	-	(8,070)	(7,908)
Other Non-Operating Revenues (Expenses)	1,260	805	(122)	3,541	(69)	72	5,487	(705)
Capital Contributions	1,062	3,389	60	4,595	1	-	9,107	5,992
Capacity Reductions	-	-	-	-	-	-	-	-
Extraordinary Income (Expense)	-	-	-	-	-	-	-	-
CHANGE IN NET POSITION	3,273	8,785	(112)	10,228	118	(233)	22,059	12,556
Distribution Adjustment	1,172	432	89	325	-	-	2,017	1,977
Adj. Change in Net Position	$4,445	$9,217	($23)	$10,553	$118	($233)	$24,076	$14,533

DEBT SERVICE COVERAGE

For the Twelve Months Ended June 30, 2026	3.96 x
For the Twelve Months Ended September 30, 2025	3.87 x

Fort Pierce Utilities Authority
STATEMENT OF NET POSITION
For the Nine Months Ending June 30, 2026 - Unaudited
(Dollars in Thousands)

	June 30, 2026	September 30, 2025	Variance
ASSETS AND DEFERRED OUTFLOWS			
CURRENT ASSETS			
Current Assets:			
Equity in Pooled Cash and Investments	46,158	79,035	$ (32,877)
Accounts Receivable, net of Allowance			
for Uncollectible Accounts	14,630	9,838	$ 4,792
Restricted portion $459 in 2026, and $1,283 in 2025			
Grants Receivable	-	792	(792)
Unbilled Receivables	8,550	8,585	(35)
Due from Other Governments	337	628	(291)
Inventories and Other Current Assets	15,982	15,953	29
Restricted Equity in Pooled Cash and Investments	34,736	26,650	8,086
Restricted Cash with Fiscal Agent	-	5,577	(5,577)
Total Current Assets	120,393	147,058	(26,665)
Noncurrent Assets:			
Capital Assets:			
Utility Plant in Service	552,863	547,078	5,785
Construction Work in Progress	228,645	192,879	35,766
Less Accumulated Depreciation	(358,347)	(347,103)	(11,244)
Right to Use Lease Assets	156	156	-
Less Accumulated Amortization	(107)	(82)	(25)
Right to Use Subscription Assets	442	441	1
Less Accumulated Amortization	(421)	(347)	(74)
Total Capital Assets			
(net of Accumulated Depreciation)	423,231	393,022	30,209
Other Noncurrent Assets:			
Restricted Equity in Pooled Cash and Investments	3,377	3,377	-
FMPA Working Capital Receivable	1,919	1,919	-
PFAS Settlement Receivable	2,007	2,007	-
Total Other Noncurrent Assets	7,303	7,303	-
Total Noncurrent Assets	430,534	400,325	30,209
TOTAL ASSETS	550,927	547,383	3,544
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflow	1,662	1,662	-
Deferred OPEB Outflow	207	207	-
Deferred Amount on Debt Refunding	343	358	(15)
Total Deferred Outflows of Resources	2,212	2,227	(15)
TOTAL ASSETS AND DEFERRED OUTFLOWS	**$ 553,139**	**$ 549,610**	**$ 3,529**

Fort Pierce Utilities Authority
STATEMENT OF NET POSITION
For the Nine Months Ending June 30, 2026 - Unaudited
(Dollars in Thousands)

	June 30, 2026	September 30, 2025	Variance
LIABILITIES, DEFERRED INFLOWS AND NET POSITION			
LIABILITIES			
Current Liabilities:			
Accounts Payable and Accrued Expenses	$ 14,259	$ 22,843	$ (8,584)
Due to the City of Fort Pierce	1,458	1,340	118
Customer Deposits - restricted assets	10,381	10,133	248
Line of Credit Payable	68	-	68
Revenue Bonds Payable - restricted assets	5,871	5,685	186
Accrued Interest Payable - restricted assets	1,623	3,340	(1,717)
Accrued Compensated Absences	246	246	-
Capital Lease Liability	34	34	-
Other Current Liabilities	105	51	54
Total Current Liabilities	34,045	43,672	(9,627)
Noncurrent Liabilities:			
Revenue Bonds Payable, Net of Unamortized Discounts/Premiums	144,939	151,343	(6,404)
Accrued Compensated Absences	3,420	3,420	-
Other Post Employment Benefits	1,365	1,307	58
Net Pension Liability	14,027	14,027	-
Capital Lease Liability	24	50	(26)
Other Noncurrent Liabilities	12	12	-
Total Noncurrent Liabilities	163,787	170,159	(6,372)
TOTAL LIABILITIES	197,832	213,831	(15,999)
DEFERRED INFLOWS OF RESOURCES			
Purchased Power and Gas Over-Collection	9,468	12,139	(2,671)
Reserve for Emergencies	419	279	140
Deferred Pension Inflow	7,002	7,002	-
Deferred OPEB Inflow	158	158	-
Total Deferred Inflows of Resources	17,047	19,578	(2,531)
NET POSITION			
Net Investment in Capital Assets	265,630	221,040	44,590
Restricted Capital Improvement Charges	11,664	8,368	3,296
Restricted for Debt Service	1,977	1,977	-
Restricted for Emergencies	900	900	-
Restricted for Renewal and Replacements	500	500	-
Restricted for Capital Projects	9,130	7,991	1,139
Unrestricted	48,459	75,425	(26,966)
Total Net Postion	338,260	316,201	22,059
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	**$ 553,139**	**$ 549,610**	**$ 3,529**

Fort Pierce Utilities Authority
ACTUAL REVENUES VS. BUDGET
For the Nine Months Ending June 30, 2026 - Unaudited
(Dollars in Thousands)

	Actual	Budget	Variance $	Variance %
ELECTRIC				
Operating Revenues				
Residential Sales	$ 25,718	$ 25,837	$ (119)	(0.5%)
General Service Sales	32,766	31,344	1,422	4.5%
Other Operating Revenues	849	771	78	10.1%
Total Operating Revenues	59,333	57,952	1,381	2.4%
Investment and Other Income	645	133	512	385.0%
Grant Revenue	1,155	861	294	34.1%
Gain (Loss) on Disposal of Capital Assets	-	-	-	0.0%
Contributed Capital	1,062	1,537	(475)	(30.9%)
	62,195	60,483	1,712	2.8%
WATER				
Operating Revenues				
Residential Sales	8,950	8,869	81	0.9%
General Service Sales	10,352	10,541	(189)	(1.8%)
Sales for Resale	2,387	1,914	473	24.7%
Other Operating Revenues	310	288	22	7.6%
Total Operating Revenues	21,999	21,612	387	1.8%
Investment and Other Income	1,433	68	1,365	2007.4%
Grant Revenue	67	-	67	0.0%
Gain (Loss) on Disposal of Capital Assets	-	-	-	0.0%
Contributed Capital	3,389	2,715	674	24.8%
	26,888	24,395	2,493	10.2%
GAS				
Operating Revenues				
Residential Sales	1,201	1,208	(7)	(0.6%)
General Service Sales	3,580	4,377	(797)	(18.2%)
Other Operating Revenues	44	38	6	15.8%
Total Operating Revenues	4,825	5,623	(798)	(14.2%)
Investment and Other Income	124	26	98	376.9%
Grant Revenue	12	-	12	0.0%
Gain (Loss) on Disposal of Capital Assets	-	-	-	0.0%
Contributed Capital	60	46	14	30.4%
	5,021	5,695	(674)	(11.8%)

Fort Pierce Utilities Authority
ACTUAL REVENUES VS. BUDGET
For the Nine Months Ending June 30, 2026 - Unaudited
(Dollars in Thousands)

			Variance	
	Actual	Budget	$	%
WASTEWATER				
Operating Revenues				
Residential Sales	7,105	7,084	21	0.3%
General Service Sales	7,403	7,538	(135)	(1.8%)
Revenues from Public Authorities	1,137	867	270	31.1%
Other Operating Revenues	261	223	38	17.0%
Total Operating Revenues	15,906	15,712	194	1.2%
Investment and Other Income	866	605	261	43.1%
Grant Revenue	5,642	24,796	(19,154)	(77.2%)
Gain (Loss) on Disposal of Capital Assets	-	-	-	0.0%
Contributed Capital	4,595	3,328	1,267	38.1%
	27,009	44,441	(17,432)	(39.2%)
MANATEE OBSERVATION AND EDUCATION CENTER				
Operating Revenues	299	575	(276)	(48.0%)
Investment and Other Income	72	-	72	0.0%
Grant Revenue	-	30	(30)	(100.0%)
Gain (Loss) on Disposal of Capital Assets	-	8	(8)	(100.0%)
Contributed Capital	-	-	-	0.0%
	371	613	(242)	(39.5%)
FPUAnet COMMUNICATIONS				
Operating Revenues	1,820	1,993	(173)	(8.7%)
Investment and Other Income	3	4	(1)	(25.0%)
Grant Revenue	1	-	1	0.0%
Gain (Loss) on Disposal of Capital Assets	-	-	-	0.0%
Contributed Capital	1	19	(18)	(94.7%)
	1,825	2,016	(191)	(9.5%)
TREASURE COAST ENERGY CENTER				
Investment and Other Income	1,650	1,544	106	6.9%
TOTAL REVENUES	**$ 124,959**	**$ 139,187**	**$ (14,228)**	(10.2%)

Fort Pierce Utilities Authority
ACTUAL EXPENSES VS. BUDGET BY OBJECT CODE
For the Nine Months Ending June 30, 2026 - Unaudited
(Dollars in Thousands)

			Variance	
	Actual	Budget	$	%
1010 Salaries and Wages	14,832	15,876	1,044	6.6%
1020 Overtime	1,215	1,036	(179)	(17.3%)
2110 Advertising	34	54	20	37.0%
2122 Rentals	51	166	115	69.3%
2131 Maintenance of Buildings	67	137	70	51.1%
2132 Maintenance of Vehicles	263	189	(74)	(39.2%)
2133 Maintenance of Equipment	283	208	(75)	(36.1%)
2139 Maintenance/Service Contracts	2,789	3,142	353	11.2%
2140 Postage	168	173	5	2.9%
2151 Printing	32	69	37	53.6%
2161 Professional Fees - Audit	61	40	(21)	(52.5%)
2164 Professional Fees - Consultants and Engineers	632	1,332	700	52.6%
2165 Temporary Labor	17	14	(3)	(0)
2166 Professional Fees - Other	184	474	290	61.2%
2170 Training	249	265	16	6.0%
2171 Travel	11	19	8	42.1%
2172 Car Allowance	94	81	(13)	(16.0%)
2190 Communications	1,379	1,183	(196)	(16.6%)
2200 Utilities	2,054	2,051	(3)	(0.1%)
2230 Employee/Volunteer Relations	56	56	0	"-"
2240 Business Relations	2	21	19	90.5%
2250 Community Relations	46	43	(3)	(7.0%)
2260 Memberships - Professional	62	50	(12)	(24.0%)
2262 Memberships - Civic	65	52	(13)	(25.0%)
2290 Collection Rebate - Housing Authority	2	2	-	-
3311 Office Supplies	54	94	40	42.6%
3313 Subscriptions	1,108	1,082	(26)	(2.4%)
3316 Operating Supplies	1,302	1,336	34	2.5%
3320 Chemicals	1,316	1,221	(95)	(7.8%)
3331 Vehicle Supplies	240	296	56	18.9%
3340 Small Tools	75	73	(2)	(2.7%)
3360 Purchases for Resale	39,445	40,334	889	2.2%
4010 Cost of Goods Sold	58	63	5	7.9%
4015 Sales Discounts	6	4	(2)	(50.0%)
4020 Cash (Over) Short	(3)	-	3	-
4050 Retirement	3,012	3,472	460	13.2%
4060 FICA	1,157	1,294	137	10.6%
4070 Employees' Insurance	4,484	4,404	(80)	(1.8%)
4080 Employee Suggestions and Awards	4	7	3	42.9%
4110 Net OPEB Expense	58	58	-	-
4509 Other Taxes	50	30	(20)	(66.7%)
4510 Gross Receipts Tax	1,438	1,982	544	27.4%
4520 Licenses and Permits	86	85	(1)	(1.2%)
4531 Civic Contributions	127	440	313	71.1%
4600 Workers' Compensation	203	165	(38)	(23.0%)
4610 Property and Liability Insurance	1,485	1,383	(102)	(7.4%)
4640 Unemployment Claims	-	3	3	100.0%
4666 Inventory Adjustments	143	116	(27)	(23.3%)
4700 Utility Bad Debt Expense	157	270	113	41.9%
5710 Storm Expenses	-	318	318	100.0%
5721 Interest - Bonds	4,870	4,870	-	-
5723 Interest - Deposits	175	165	(10)	(6.1%)
5729 Interest - Other	6	19	13	68.4%
5730 Bank Charges	133	172	39	22.7%
5731 Amortization of Bond Discounts and Expenses	(518)	(518)	-	-
9000 City Distribution	8,070	7,979	(91)	(0)
9005 Duplicate Charges - Credit	(38)	(39)	(1)	0
9030 Depreciation Expense	11,342	11,348	6	0.1%
	104,693	109,259	4,566	4.2%

Fort Pierce Utilities Authority
STATEMENT OF REVENUES, EXPENSES AND CHANGE IN NET POSITION
For the Nine Months Ending June 30, 2026 - Unaudited
(Dollars in Thousands)

	Quarter Ended June 30		Year to Date	
	2026	2025	2026	2025
OPERATING REVENUES				
Residential Sales	$ 14,948	$ 14,296	$ 42,974	$ 39,935
General Service Sales	18,630	18,274	55,238	52,588
Sales for Resale	825	715	2,387	1,888
Other Operating Revenues	1,175	1,143	3,583	3,381
Total Operating Revenues	35,578	34,428	104,182	97,792
OPERATING EXPENSES				
Purchases for Resale	13,398	12,665	39,445	35,961
Plant Operations	2,383	2,263	6,709	6,278
Field Operations	3,396	3,277	10,205	9,880
General & Administrative	7,559	6,589	20,946	19,076
Depreciation	3,712	3,966	11,342	11,420
Total Operating Expenses	30,448	28,760	88,647	82,615
OPERATING INCOME	5,130	5,668	15,535	15,177
NONOPERATING REVENUES (EXPENSES)				
Investment and Other Income	2,517	1,101	4,722	3,705
Grant Revenue	4,426	247	6,948	2,247
Interest Expense	(1,513)	(1,575)	(4,533)	(4,678)
Distribution to City of Fort Pierce	(8,070)	(7,908)	(8,070)	(7,908)
Gain (Loss) on Disposal of Capital Assets	-	12	-	12
TCEC Expenses	(524)	(532)	(1,650)	(1,502)
Storm Expense	-	-	-	(489)
Total Nonoperating Revenues (Expenses)	(3,164)	(8,655)	(2,583)	(8,613)
INCOME BEFORE CAPITAL CONTRIBUTIONS	1,966	(2,987)	12,952	6,564
Capital Contributions	2,599	2,251	9,107	5,992
INCOME BEFORE EXTRAORDINARY ITEMS	4,565	(736)	22,059	12,556
Extraordinary Income (Expense)	-	-	-	-
CHANGE IN NET POSITION	**$ 4,565**	**$ (736)**	**$ 22,059**	**$ 12,556**
Distribution Adjustment	6,052	5,931	2,017	1,977
Adj. Change in Net Position	$ 10,617	$ 5,195	$ 24,076	$ 14,533

Fort Pierce Utilities Authority
DISTRIBUTION TO THE CITY OF FORT PIERCE
For the Nine Months Ending June 30, 2026 - Unaudited
(Dollars in Thousands)

	Budget	Actual
BASED ON THE 6% DISTRIBUTION FORMULA		
GROSS REVENUE	$ 139,187	124,959
PLUS:		
Power Cost Adjustment	824	(4,116)
FMPA Management Fee	31	28
	140,042	120,871
LESS:		
Purchased Gas Adjustment	1,226	531
PFAS Settlement	-	1,225
Capital Contributions	7,645	9,107
FMPA TCEC O&M Expense Recovery	1,544	1,650
FPUAnet Operating Revenue	1,993	1,820
FPUAnet Other Revenue	-	3
The Manatee Center Operating Revenue	575	299
Grant Revenue	25,686	6,948
ADJUSTED GROSS REVENUE	$ 101,373	$ 99,288
CALCULATED DISTRIBUTION TO CITY	$ 6,082	$ 5,957

DISTRIBUTION TO THE CITY OF FORT PIERCE
For the Nine Months Ending June 30, 2026 - Unaudited
(payable in subsequent fiscal year) 5,957

Fort Pierce Utilities Authority

CALCULATION OF DEBT SERVICE COVERAGE

For the Twelve Months Ended June 30, 2026

(Dollars in Thousands)

OPERATING INCOME	$ 20,936
ADD:	
Depreciation Expense	15,553
Investment & Other Income	12,348
Gain on Disposal of Assets	1
Extraordinary Income (Expense)	-
Net OPEB Expense	88
NET AVAILABLE INCOME	$ 48,926
DEBT SERVICE - Revenue Bonds	
Principal	$ 5,824
Interest	6,540
NET CASH DEBT SERVICE	$ 12,364
DEBT SERVICE COVERAGE	3.96 x

Fort Pierce Utilities Authority
NET POSITION RATIO CALCULATIONS
June 30, 2026 - Unaudited

		June 30 2026	September 30 2025
Current Ratios:			
Unrestricted	Total Unrestricted Current Assets / Total Unrestricted Current Liabilities	5.27	4.63
Restricted	Total Restricted Current Assets / Total Current Liabilities Payable from Restricted Assets	1.97	1.75
Debt to Total Assets	Total Liabilities / Total Assets	0.36	0.39
Debt to Equity Ratio	Total Liabilities / Total Net Position	0.58	0.68


FPUA
COMMUNITY PROUD

Fort Pierce Utilities Authority

ELECTRIC STATISTICS

June 2026

(In Megawatt Hours)

	Current Month		9 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
POWER PURCHASED FROM FMPA						
All-Requirements Project	51,678	49,033	363,320	344,238	520,621	507,343
St. Lucie Nuclear	7,911	9,652	73,254	84,848	100,640	107,488
TOTAL POWER PURCHASED	59,589	58,685	436,574	429,086	621,261	614,831
MEGAWATT HOURS SOLD						
Residential	26,283	25,532	180,710	175,581	264,608	258,426
General Service	29,880	29,356	233,379	230,551	327,677	322,225
Traffic Signals	67	67	603	603	804	804
Public Street & Highway Lighting	269	268	2,420	2,396	3,224	3,186
Rental Lights	356	370	3,259	3,354	4,361	4,498
TOTAL MEGAWATT HOURS SOLD	56,855	55,593	420,371	412,485	600,674	589,139
Non-Revenue Electric Departments	78	77	576	583	807	812
TOTAL MWH ACCOUNTED FOR	56,933	55,670	420,947	413,068	601,481	589,951
MWH not accounted for					19,780	24,880
Percent not accounted for					3.18%	4.05%
Gross Peak Demand (60 min. integrated)	118	116	122	117	124	122

SERVICES BILLED			% Change
Residential - Inside City	21,008	20,741	1.3%
Residential - Outside City	4,353	4,114	5.8%
General Service - Inside City	4,344	4,384	-0.9%
General Service - Outside City	854	851	0.4%
TOTAL	30,559	30,090	1.6%
Above services do not include:			
Rental Light Services	5,251	5,198	

Fort Pierce Utilities Authority

NATURAL GAS STATISTICS

June 2026

(In CCFs)

	Current Month		9 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
GAS PURCHASED FOR RESALE						
Purchases for Non-Contract Customers	233,202	260,408	2,724,103	2,899,599	3,528,398	3,719,030
Purchases for Contract Customers	92,980	121,780	883,060	1,259,240	1,251,290	1,607,570
TOTAL INPUT TO SYSTEM	326,182	382,188	3,607,163	4,158,839	4,779,688	5,326,600
CCFS SOLD						
Residential	31,812	31,678	329,813	328,277	417,432	416,493
General Service	217,118	225,418	2,230,008	2,397,295	2,893,441	3,082,657
Heat Only	4	-	530	551	530	555
Contract Sales			-	-	-	-
Commercial	34,130	32,890	303,330	292,180	405,810	384,703
Industrial	52,870	86,580	590,880	941,110	874,280	1,222,150
TOTAL CCFS SOLD	335,934	376,566	3,454,561	3,959,413	4,591,493	5,106,558
CCF's not accounted for					188,195	220,042
Percent not accounted for					3.94%	4.13%

SERVICES BILLED			% Change
Residential	3,606	3,603	0.1%
General Service	542	534	1.5%
Heat Only	18	-	0.0%
TOTAL	4,166	4,137	0.7%

Fort Pierce Utilities Authority

WATER STATISTICS

June 2026

(In Thousands of Gallons)

	Current Month		9 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
WATER AVAILABLE FOR SALE						
Raw Water Treated	321,023	317,574	2,942,881	2,877,743	3,889,981	3,807,308
Water from Distribution System	5,335	4,856	20,811	48,511	39,606	59,023
Less RO Plant Concentrate	(34,471)	(30,174)	(313,949)	(300,455)	(413,678)	(399,290)
Less Used in Plant	(1,620)	(1,620)	(14,742)	(14,742)	(19,710)	(19,710)
Water from or (left-in) Storage	(138)	681	(75)	64	(527)	(142)
FINISHED WATER FROM PLANT	290,129	291,317	2,634,926	2,611,121	3,495,672	3,447,189
Purchased for Resale (Interconnects)	-	-	-	-	-	-
TOTAL WATER AVAILABLE FOR SALE	290,129	291,317	2,634,926	2,611,121	3,495,672	3,447,189
GALLONS SOLD						
Residential - Inside City	68,741	72,539	594,656	603,619	803,799	808,878
Residential - Outside City	23,194	21,523	196,975	183,693	262,952	244,487
General Service - Inside City	81,483	83,283	692,614	710,155	926,709	950,505
General Service - Outside City	44,873	54,849	483,203	487,148	645,903	655,936
Sales for Resale	44,796	36,948	379,847	308,594	496,446	404,673
TOTAL GALLONS SOLD	263,087	269,142	2,347,295	2,293,209	3,135,809	3,064,479
System Use	13,648	14,704	110,978	138,403	159,848	187,934
TOTAL GALLONS ACCOUNTED FOR	276,735	283,846	2,458,273	2,431,612	3,295,657	3,252,413
Gallons not accounted for					200,015	194,776
Percent not accounted for					5.72%	5.65%
Average Daily Usage	9,671	9,711	9,655	9,567	9,579	9,447
Highest Daily Usage	10,476	10,560	11,103	11,059	11,103	11,059

SERVICES BILLED			% Change
Residential - Inside City	14,738	14,756	-0.1%
Residential - Outside City	5,344	5,109	4.6%
General Service - Inside City	3,176	3,155	0.7%
General Service - Outside City	700	684	2.3%
TOTAL	23,958	23,704	1.1%
Above services include:			
Irrigation	481	472	
Unmetered Fire Protection	499	479	
TOTAL	980	951	

Fort Pierce Utilities Authority

WASTEWATER STATISTICS

June 2026

(In Thousands of Gallons)

	Current Month		9 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
GALLONS BILLED						
Residential - Inside City	59,796	63,175	516,281	524,200	696,693	701,805
Residential - Outside City	6,422	5,623	56,099	48,865	74,106	63,521
General Service - Inside City	62,188	59,655	537,254	546,579	712,264	727,002
General Service - Outside City	13,716	14,219	124,325	128,264	166,722	168,474
SLC Bulk	18,249	12,924	155,301	101,250	199,327	130,536
Leachate Disposal	-	1,289	5,446	9,008	8,386	11,139
TOTAL GALLONS BILLED	160,371	156,885	1,394,706	1,358,166	1,857,498	1,802,477

WASTEWATER TREATED			% Change
(In Millions of Gallons per Day)			
Average Daily Flow	4.13	4.49	-8.0%
Peak Flow	4.83	5.07	-4.7%

SERVICES BILLED			
Residential - Inside City	13,193	13,202	-0.1%
Residential - Outside City	1,908	1,746	9.3%
General Service - Inside City	2,430	2,432	-0.1%
General Service - Outside City	267	258	3.5%
TOTAL	17,798	17,638	0.9%

FPUA
COMMUNITY PROUD

3rd Quarter - Warehouse Inventory Purchasing Update: (full year budget is $ 10.0 M)

Purchasing Activity (# of purchase orders and lines) & Total Spend

	YTD - Jun 30, FY-2026			FY-2025			FY-2024			FY-2023		
	PO's	Lines	$ Spend	PO's	Lines	$ Spend	PO's	Lines	$ Spend	PO's	Lines	$ Spend
Oct - Dec	214	359	1,269,772	204	406	1,164,436	185	327	1,132,006	161	371	3,825,745
Jan - Mar	189	300	1,258,499	175	360	2,693,767	218	376	2,061,228	161	347	752,150
Apr - Jun	335	574	2,487,663	261	490	2,146,730	254	446	2,657,862	222	479	1,752,112
Jul - Sep				140	218	811,673	204	381	1,819,856	205	372	1,990,492
Total	738	1,233	$ 5,015,935	780	1,474	$ 6,816,606	861	1,530	$ 7,670,952	749	1,569	$ 8,320,499

- The above table reflects both the Purchasing Activity (PO's and Lines) and the Purchasing Spend
- While increased purchasing activity often means increased spending, that is not the whole story as we have also seen price increases and tariff sur-charges being passed along. We anticipate year-end spend will be a little higher than last year but not likely as high as FY-2024. Some of this is attributable to the ripple effect of the pandemic related supply chain issues most specifically related to transformers that saw us spending at a historic level.

Competitive Bidding - # of Request for Quote events held

YTD - Jun 30, FY-2026		FY-2025		FY-2024		FY-2023	
Electric	189	Electric	186	Electric	208	Electric	214
Gas	72	Gas	64	Gas	73	Gas	73
W / WW	57	W / WW	62	W / WW	73	W / WW	65
RFQ Total	**318**	**RFQ Total**	**312**	**RFQ Total**	**354**	**RFQ Total**	**352**

- The above table reflects the RFQ event activity on AURSI (e-commerce platform)
- Over 90 % of our annual spend is competitively bid on AURSI.
- The overall RFQ activity is already higher than FY-2025 and will likely exceed all previous years…this is related more to cross-training activities amongst the Warehouse Inventory Purchasing Team to create deep bench strength (business continuity) while eliminating single-point failures.

Spend Distribution across Utility Systems

	YTD - Jun 30, FY-2026	FY-2025	FY-2024	FY-2023
	$ Spend	$ Spend	$ Spend	$ Spend
Admin	689,621	570,511	638,894	486,689
Comm / Fiber	382,242	239,555	407,246	388,974
Electric	2,849,556	4,746,027	5,690,833	5,609,086
Gas	299,545	440,245	282,394	280,197
WasteWater	57,698	35,172	26,900	29,908
Water	737,273	785,084	624,687	1,525,646
Total	5,015,935	6,816,594	7,670,953	8,320,501

Overall – we continue to work very closely with both Engineering and the Systems Operations to evaluate more manufacturers products for approval so we have more options when we are sourcing products. More approved products and manufacturers puts FPUA in the best position to realize expense savings and shorter delivery times!

Andy Gauthier, C.P.M., A.P.P.
Manager: Purchasing, Fleet & Supply Chain

AGENDA ITEM NO. E.2

Fort Pierce Utilities Authority Board

Board Submission Report

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

THROUGH: Michele Harris, Chief Financial Officer

FROM: Andrea Trasferini-Sloan, Finance

DATE: September 1, 2026

SUBJECT: Status Report on Electric Power Cost Adjustment (PCA) for July 2026

PRESENTER(S): Andrea Trasferini-Sloan

RECOMMENDATION:
Staff is recommending no change to the Power Cost Adjustment (PCA). For information only.

SUMMARY/SUPPORTING INFORMATION:
See attached.

ATTACHMENTS:
AR 2026-07 PCA Information July 2026 Board Packet.pdf

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: 09/01/2026

Item: X Regular Agenda ____ Consent Agenda

Subject: Status Report on Electric Power Cost Adjustment (PCA) for July 2026

Recommendation:

Staff is recommending no change to the power cost adjustment (PCA). For information only.

Reviewed By Attorney: ____ Yes X No

Funds Available From: X No Funds Needed ____ Budgeted

Approvals:

System Director: Michele Harris

Chief Financial Officer: N/A

Director of Utilities: _____

Fort Pierce Utilities Authority

Memorandum

To:	Javier Cisneros, P.E., Director of Utilities
Through:	Michele Harris, CGFO, Chief Financial Officer
From:	Andrea Trasferini-Slown, Finance Manager
Date:	August 26, 2026
Subject:	**Status Report on Electric Power Cost Adjustment (PCA) for July 2026**

RECOMMENDATION:

Staff is recommending no change to the power cost adjustment (PCA). For information only.

SUMMARY/SUPPORTING INFORMATION:

A portion of the cost of purchased power to FPUA is subject to change based upon the current market price for natural gas. The pre-purchasing of natural gas used in the production of power through FMPA is providing stabilization to the cost of purchased power for FPUA. FPUA is protected from natural gas prices escalations for approximately 75% of our monthly purchases through September 2026 with additional pre-purchase targets of natural gas through FY 2027. In order to further shield our customers from pricing anomalies, staff is currently targeting a Rate Stabilization Fund (RSF) average balance of $10.0M. The amount of the targeted balance was determined based upon the power cost experienced during the hot summer months, operating without the benefit of FMPA's gas futures purchasing practices. This memo and the attached tables and charts will bring you up to date on the preliminary results for July 2026 and include projections of FPUA's power costs through September of 2027.

The PCA, for the month of July was $4.00 per 1,000 KWh. The forecasted rates indicate that the average cost of power sold for the upcoming twelve-month period will be $80.20 per MWh. In July FPUA recovered $83.52 for every 1,000 KWh sold with the average cost sold for the month of $83.18 (preliminary figures). The projections of FPUA's power costs, exhibited in the following graphs and charts, were prepared by Raftelis Financial Consultants (Raftelis), which were, in turn, based upon the most recent forecasts prepared by Florida Municipal Power Agency (FMPA).

Attached is a table of the amount of power cost paid to FMPA and recovered from FPUA's customers each month for the past 24 months. The cost of power purchased from FMPA for the month of July was billed to FPUA at a blended rate of $79.74 for 1,000 KWh, a decrease of $2.76 since this was last reported with the April 2026 results. Preliminary numbers indicate FPUA over-recovered approximately $20,599 from customers for the month of July, bringing the cumulative balance of power costs recovered to an over-recovery of approximately $8,075,660. Also attached is a table of FMPA All-Requirements all-in rate projections vs. actual billings. Projections for the month of July 2026, over the prior 11 months at the 50% confidence level, were an average of 7.40% less than the actual rate billed.

FMPA's estimate of the cost of purchased power for the upcoming 12 months is projected to decrease approximately 5.98% from the current average rate. Longer term projections can be less certain, and with a narrower fixed margin of pre-purchased levels, the latest projections indicate a 10.23% decrease in the average cost of power purchased, per MWh by the end of fiscal year 2027. Staff has reviewed current projections focusing on the near 12-months with a targeted RSF balance of $10 million, and optimal range of $8 to $12 million. The updated projections from FMPA trend for power costs to decrease through September 2027 with the annual average cost to FPUA per MWh in the $77.00 range.

At this time staff is recommending no change to the Power Cost Adjustment.

Staff will continue to oversee changes to the forecast each month and present updates to the Board, recommending changes that best align with the goals of FPUA.

ALTERNATIVES:

An alternative to this recommendation would be for the Board to consider and approve an adjustment to the PCA.

ATTACHMENTS:

Table of Power Costs Paid and Recovered
Chart of Power Costs Charged and Paid for 1,000KWh
Chart of Power Cost Adjustment (PCA) for 1,000KWh
Table of FMPA All-Requirements All-In Rate Projections vs. Actual – 60% Load Factor
Chart of FMPA All-Requirements All-In Rate Projections vs. Actual – 60% Load Factor
Chart of Projected Power Cost Adjustment Over (Under) Collection
Long-Range Projection of RSF – through September 2026

Fort Pierce Utilities Authority

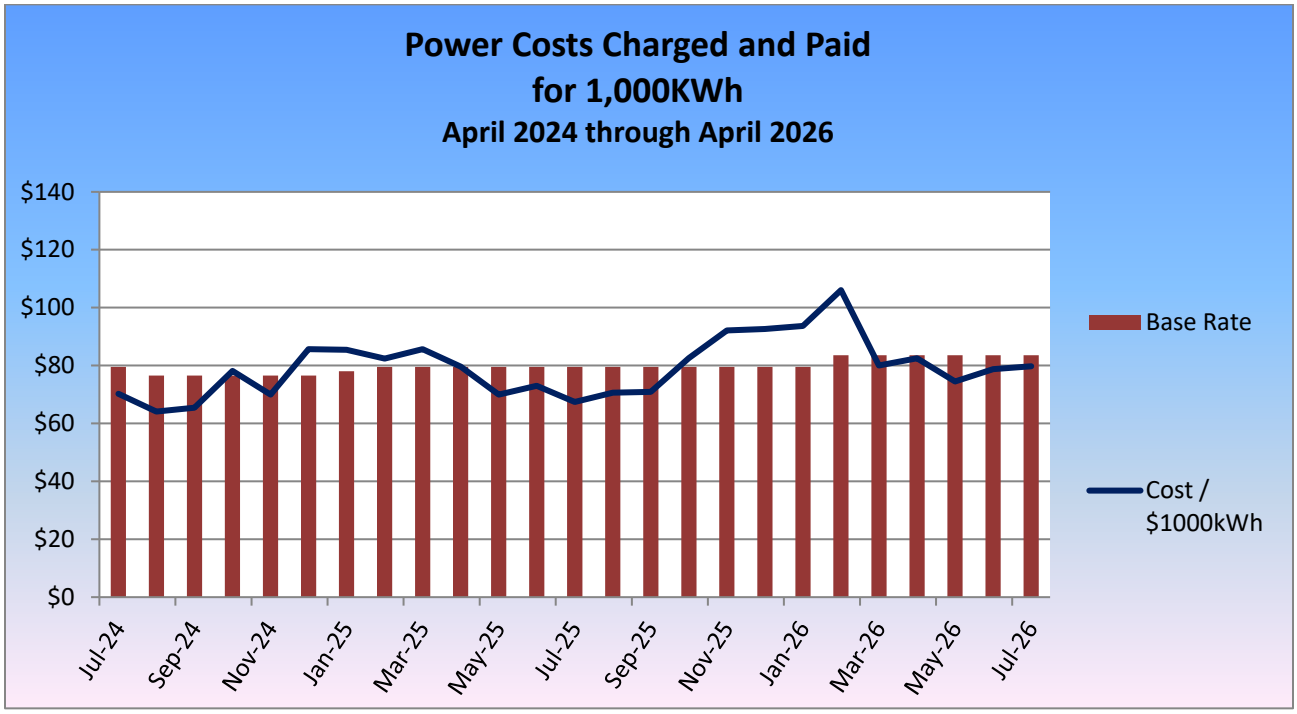
Power Costs Paid and Recovered

24 Months Ended July 30, 2026

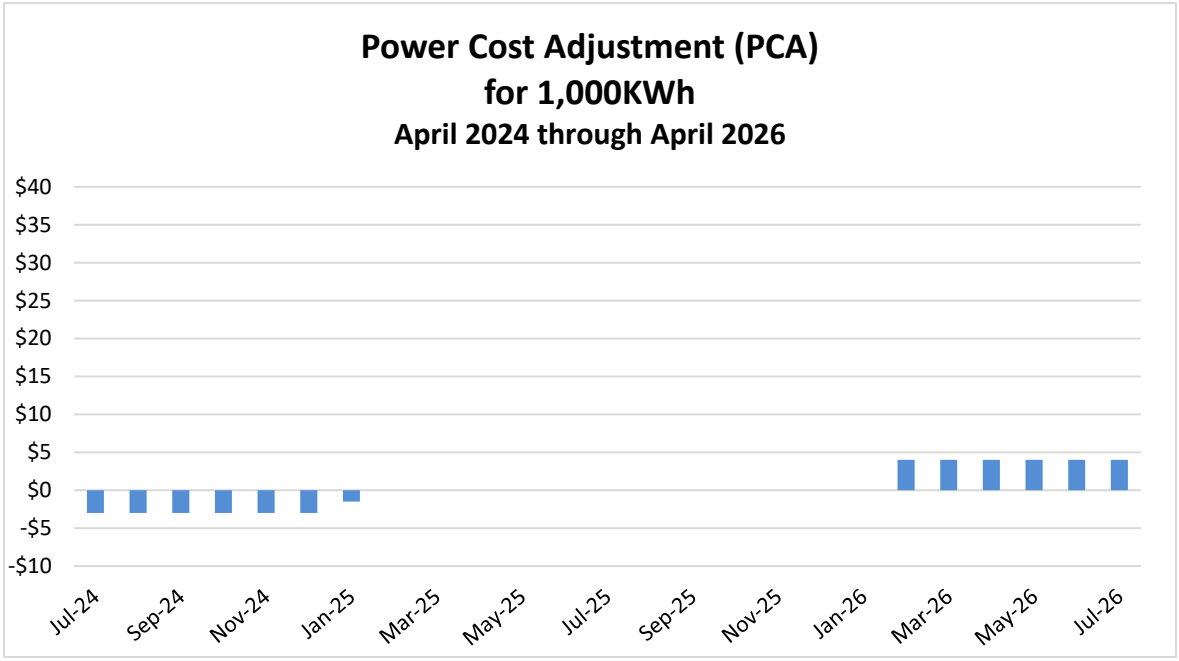
	PCA PER 1,000 KWH	POWER COST PAID PER MONTH	CUSTOMER RECOVERY PER MONTH*	MONTHLY OVER (SHORT)	CUMULATIVE OVER (SHORT)
August 2024	-$3.00	$3,988,112	$4,666,649	$678,537	$10,322,333
September 2024	-$3.00	$3,885,354	$4,478,285	$592,931	$10,915,264
October 2024	-$3.00	$4,003,283	$4,426,369	$423,086	$11,338,350
November 2024	-$3.00	$3,199,472	$3,789,095	$589,624	$11,927,974
December 2024	-$3.00	$3,539,114	$3,137,858	($401,256)	$11,526,718
January 2025	-$1.50	$3,727,582	$3,058,243	($669,339)	$10,857,379
February 2025	-$1.50	$3,293,641	$3,086,922	($206,719)	$10,650,660
March 2025	$0.00	$3,689,902	$3,351,702	($338,200)	$10,312,460
April 2025	$0.00	$3,843,132	$3,315,884	($527,248)	$9,785,212
May 2025	$0.00	$4,038,078	$3,750,973	($287,105)	$9,498,107
June 2025	$0.00	$4,305,437	$4,426,992	$121,555	$9,619,662
July 2025	$0.00	$4,237,363	$4,710,439	$473,076	$10,092,738
August 2025	$0.00	$4,580,888	$4,680,944	$100,056	$10,193,513
September 2025	$0.00	$4,057,464	$4,965,116	$1,041,879	$11,234,673
October 2025	$0.00	$4,363,500	$4,369,087	$5,587	$11,240,260
November 2025	$0.00	$3,893,839	$3,959,543	$65,704	$11,305,964
December 2025	$0.00	$3,969,410	$3,401,600	($567,811)	$10,738,153
January 2026	$0.00	$4,104,209	$3,160,286	($943,923)	$9,794,230
February 2026	$4.00	$4,517,772	$3,619,375	($898,397)	$8,895,833
March 2026	$4.00	$3,742,270	$3,572,196	($170,074)	$8,725,759
April 2026	$4.00	$3,925,094	$3,654,135	($270,960)	$8,454,799
May 2026	$4.00	$4,370,916	$3,917,840	($453,076)	$8,001,723
June 2026	$4.00	$4,701,783	$4,755,122	$53,338	$8,055,061
** **July 2026**	$4.00	$5,104,380	$5,124,979	$20,599	$8,075,660

* The customer recovery per month includes $79.52 per 1,000 kWh included in the base rate plus or minus the power cost adjustment (PCA).

Presented below is a chart of FPUA's power cost recovery as compared to the amount FMPA has charged FPUA to purchase power for the past 25 months. Please note how volatile FMPA's costs have been. The cost of power purchased from FMPA for the month of July was billed to FPUA at a blended rate of $79.74 for 1,000 KWh, a $2.76 decrease compared to the previous report for April 2026. FPUA recovered $83.52 for the same time period.



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



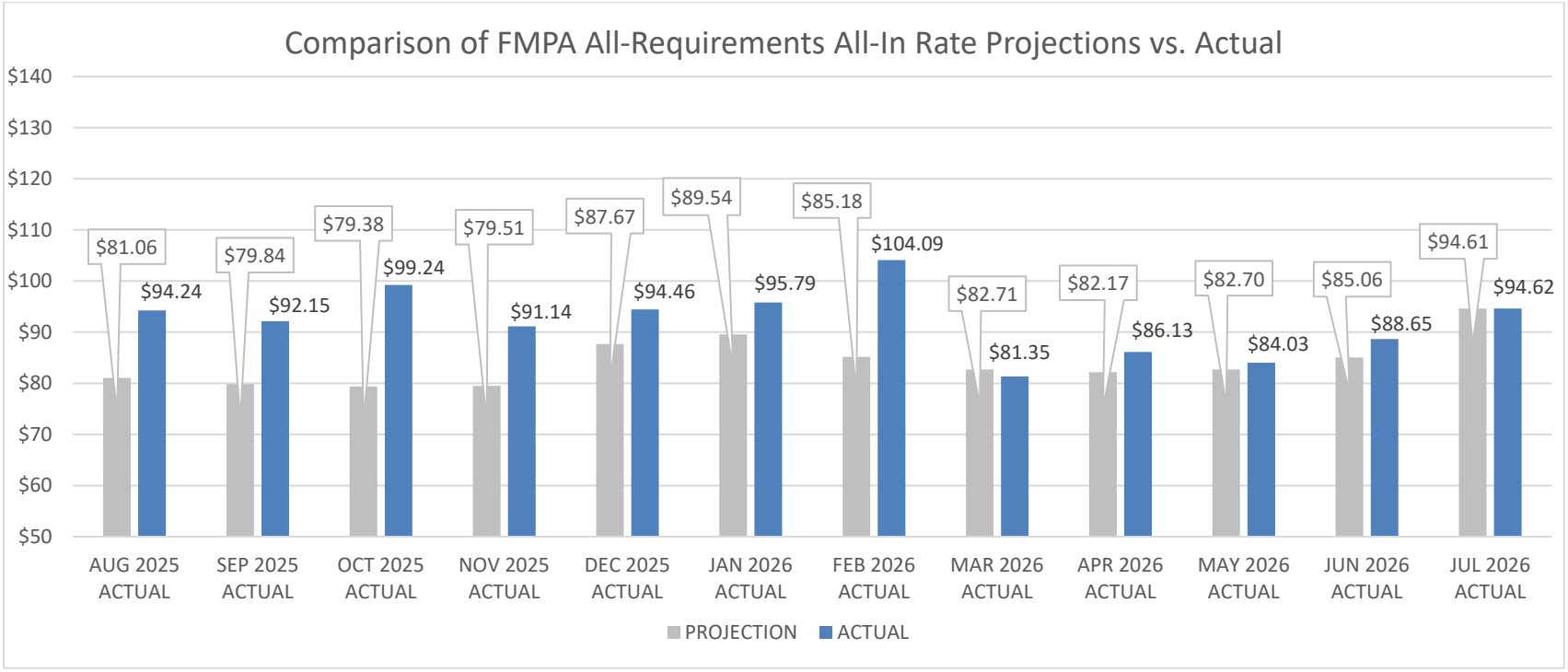
FMPA ALL-REQUIREMENTS ALL-IN RATE PROJECTIONS VS. ACTUAL - 60% LOAD FACTOR

The tables below display the accuracy level of FMPA's rate projections over time compared to the actual results in the column at the right.
The variances, below or (above) projections, are shown at the bottom of the page.

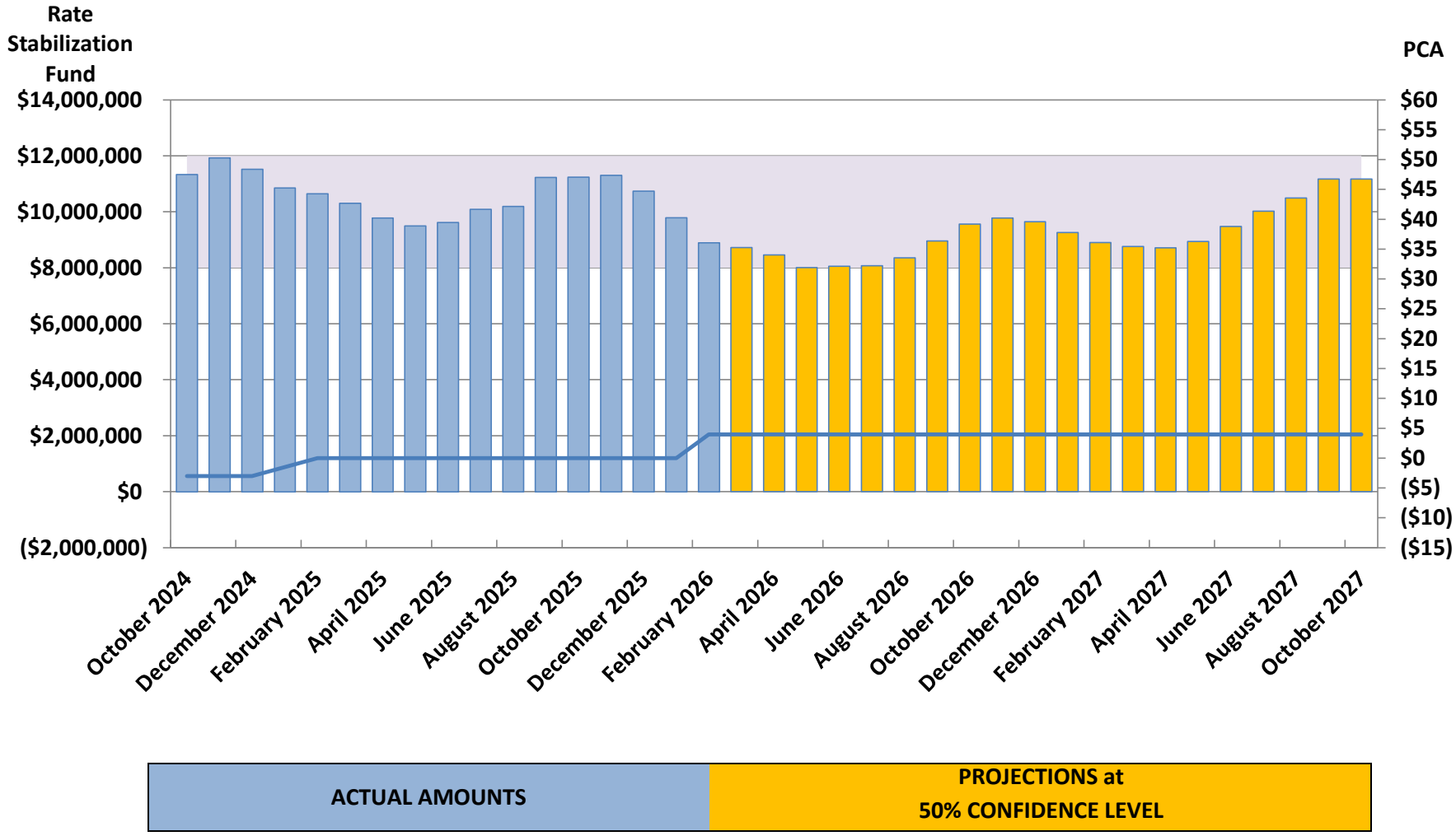
	PROJECTIONS												ACTUAL
	DATE PROJECTED												
	AUG 2025	SEP 2025	OCT 2025	NOV 2025	DEC 2025	JAN 2026	FEB 2026	MAR 2026	APR 2026	MAY 2026	JUN 2026	JUL 2026	
AUG 2025	$ 94.24												$ 94.24
SEP 2025	$ 90.29	$ 92.15											$ 92.15
OCT 2025	$ 96.88	$ 96.79	$ 99.24										$ 99.24
NOV 2025	$ 96.76	$ 96.15	$ 98.63	$ 91.14									$ 91.14
DEC 2025	$ 98.68	$ 98.58	$ 101.14	$ 92.73	$ 94.46								$ 94.46
JAN 2026	$ 102.15	$ 102.01	$ 104.21	$ 95.73	$ 96.34	$ 95.79							$ 95.79
FEB 2026	$ 99.37	$ 99.42	$ 101.13	$ 91.96	$ 89.15	$ 124.90	$ 104.09						$ 104.09
MAR 2026	$ 95.58	$ 95.61	$ 96.85	$ 87.14	$ 85.04	$ 90.16	$ 81.69	$ 81.35					$ 81.35
APR 2026	$ 95.15	$ 94.93	$ 95.43	$ 85.67	$ 83.93	$ 87.52	$ 80.68	$ 83.91	$ 86.13				$ 86.13
MAY 2026	$ 90.67	$ 90.57	$ 91.56	$ 81.32	$ 79.51	$ 82.53	$ 76.82	$ 81.82	$ 82.59	$ 84.03			$ 84.03
JUN 2026	$ 90.36	$ 90.19	$ 91.07	$ 81.28	$ 79.72	$ 82.69	$ 77.10	$ 80.87	$ 81.43	$ 82.32	$ 88.65		$ 88.65
JUL 2026	$ 94.61	$ 94.69	$ 95.31	$ 85.03	$ 84.06	$ 86.16	$ 81.88	$ 84.72	$ 84.90	$ 84.59	$ 87.86	$ 94.62	$ 94.62

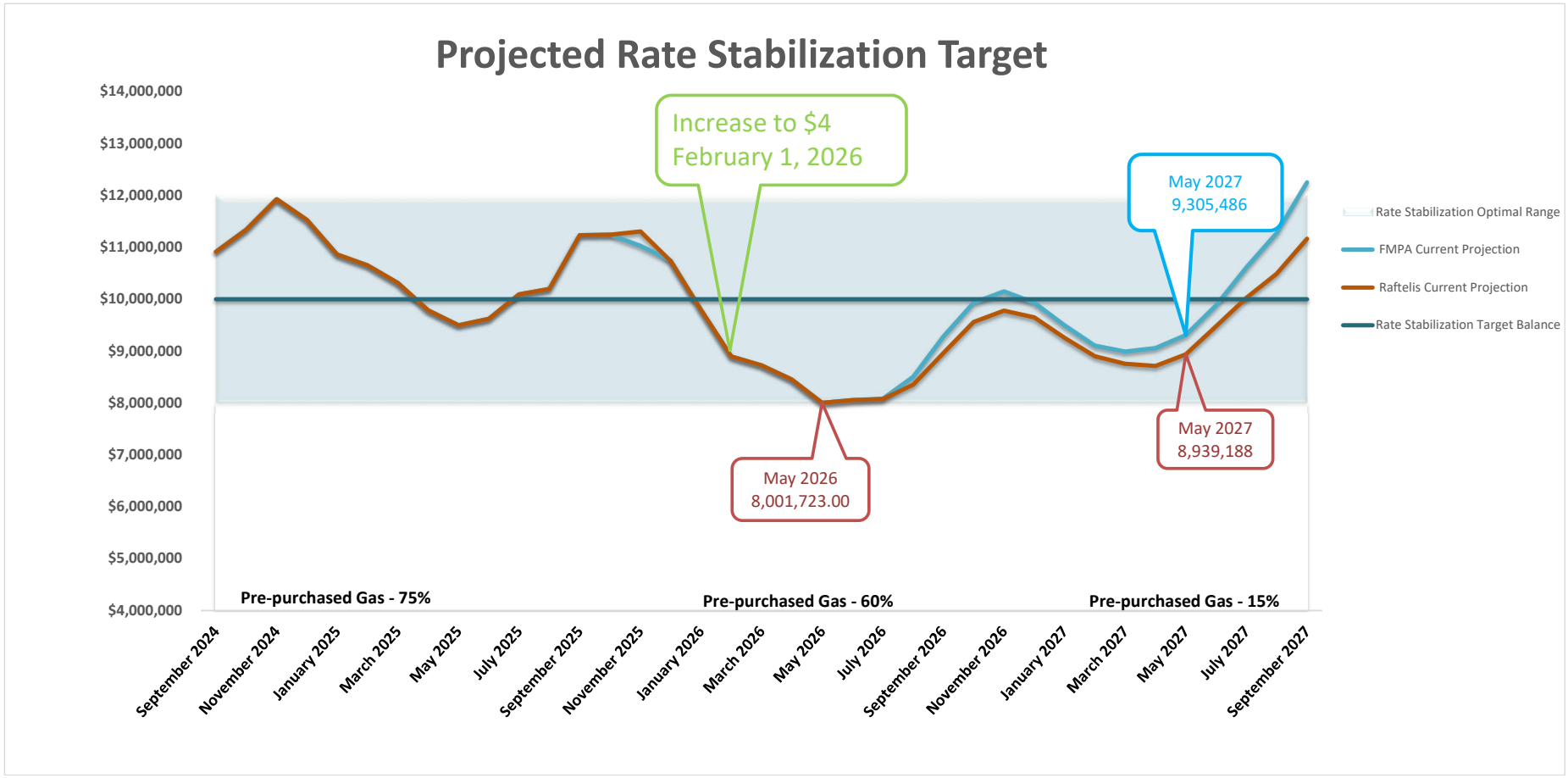
	ACTUAL RATE UNDER (OVER) PROJECTION											
	DATE PROJECTED											
	AUG 2025	SEP 2025	OCT 2025	NOV 2025	DEC 2025	JAN 2026	JUN 2024	JUL 2024	AUG 2024	MAY 2026	JUN 2026	JUL 2026
AUG 2025	$ -											
SEP 2025	$ (1.86)	$ -										
OCT 2025	$ (2.36)	$ (2.45)	$ -									
NOV 2025	$ 5.62	$ 5.01	$ 7.49	$ -								
DEC 2025	$ 4.22	$ 4.12	$ 6.68	$ (1.73)	$ -							
JAN 2026	$ 6.36	$ 6.22	$ 8.42	$ (0.06)	$ 0.55	$ -						
FEB 2026	$ (4.72)	$ (4.67)	$ (2.96)	$ (12.13)	$ (14.94)	$ 20.81	$ -					
MAR 2026	$ 14.23	$ 14.26	$ 15.50	$ 5.79	$ 3.69	$ 8.81	$ 0.34	$ -				
APR 2026	$ 9.02	$ 8.80	$ 9.30	$ (0.46)	$ (2.20)	$ 1.39	$ (5.45)	$ (2.22)	$ -			
MAY 2026	$ 6.64	$ 6.54	$ 7.53	$ (2.71)	$ (4.52)	$ (1.50)	$ (7.21)	$ (2.21)	$ (1.44)	$ -		
JUN 2026	$ 1.71	$ 1.54	$ 2.42	$ (7.37)	$ (8.93)	$ (5.96)	$ (11.55)	$ (7.78)	$ (7.22)	$ (6.33)	$ -	
JUL 2026	$ (0.01)	$ 0.07	$ 0.69	$ (9.59)	$ (10.56)	$ (8.46)	$ (12.74)	$ (9.90)	$ (9.72)	$ (10.03)	$ (6.76)	$ -

Presented below is a comparison of FMPA All-Requirements Projections vs. Actual, as previously presented to the FPUA Board monthly, but in a different format. The rate projections displayed below were prepared 11 months prior. For example, in August 2024, the September 2025 rates were projected to be $79.84; actual rates were $92.15. The projected rates were provided by FMPA for members with a 60% load factor, based on 50% confidence. Because FPUA's load factor varies, the actual rates presented below are at a 60% load factor, and are not the rates actually paid by FPUA each month. The projections presented below, on average, are 7.40% less than the actuals.



Power Cost Adjustment and Rate Stabilization Fund




Projected Rate Stabilization Target
$14,000,000
$13,000,000
$12,000,000
$11,000,000
$10,000,000
$9,000,000
$8,000,000
$7,000,000
$6,000,000
$5,000,000
$4,000,000
Increase to $4
February 1, 2026
May 2027
9,305,486
May 2026
8,001,723.00
May 2027
8,939,188
Pre-purchased Gas - 75%
Pre-purchased Gas - 60%
Pre-purchased Gas - 15%
September 2024
November 2024
January 2025
March 2025
May 2025
July 2025
September 2025
November 2025
January 2026
March 2026
May 2026
July 2026
September 2026
November 2026
January 2027
March 2027
May 2027
July 2027
September 2027
Rate Stabilization Optimal Range
FMPA Current Projection
Raftelis Current Projection
Rate Stabilization Target Balance

AGENDA ITEM NO. E.3

Fort Pierce Utilities Authority Board

Board Submission Report

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

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

FROM: Lugey Dawson, Water/Wastewater Engineering

DATE: September 1, 2026

SUBJECT: Wastewater Conveyance System Redirection Amendment No. 6

PRESENTER(S): Lugey Dawson; Shane Ostrander

RECOMMENDATION:

22-98: Staff recommends approval of Amendment No 6 for the Systematic Wastewater Conveyance System Redirection to the new Water Reclamation and Reuse Facility contract with TLC Diversified, Inc of Palmetto, FL to modify the scope of work, include updated timeframes for completion and increase the contract amount by $15,072,918.66 which brings the estimated total value of the contract to $40,171,691.82 (this amount includes $150,000.00 contingency funds).

SUMMARY/SUPPORTING INFORMATION:

See attached memo

STRATEGIES: Growth - Major Capital Projects

FINANCIAL IMPACT:

This is budgeted in the FY 26 - FY 30 Capital Improvement Plan and is expected to be funded by grant reimbursements and bond proceeds.

ALTERNATIVES (IF ANY):

Do not approve. This is not recommended, as wastewater flows must be redirected to the new MWRF in order to allow for the decommissioning of the WRRF.

ATTACHMENTS:

Amend 6 Board Memo_09.01.26.docx
Amendment 6 - Overview Map.pdf
Amendment 6 (Partially executed).pdf

Exhibit A Kimley Design Schedule - 08.10.2026.pdf
Exhibit A1 CIP 5,6,7,12 - Design Scope & Budget - 08.07.2026 REV9.pdf
Exhibit B TLC CIP 2.2B Jenkins Extension GMP Proposal REV4 08.10.2026.pdf
Location Map CIP 2.2B.pdf
Master PDB Contract (Fully Executed).pdf
PPT 08.27.26 V1_edit.pptx

Fort Pierce Utilities Authority

Memorandum

To:	Javier Cisneros, P.E., Director of Utilities
Through:	Bowdoin G. Hutchinson, P.E., Director of W/WW Systems
From:	Lugey Dawson, P.E., Supervising Engineer, W/WW Eng. Depart. L.D.
Date:	August 20, 2026.
Subject:	Amendment #6 to the February 7th, 2023, Progressive Design Build Agreement for FPUA Systematic Wastewater Conveyance System Redirection to the New MWRF with TLC Diversified, Inc. (Master Contract)

RECOMMENDATION:

Staff recommendations:

(1) Approval of Amendment 6 to the Contract with TLC Diversified Inc for the Systematic Wastewater Conveyance System Redirection to the New Water Reclamation and Reuse Facility.

(2) Authorize a $150,000 FPUA contingency independent of the Capital Improvement Project (CIP) 2.2B GMP.

(3) Authorization for the Director of Utilities to enter into change orders or instruments pursuant to the authority granted via Resolution 2026-16.

SUMMARY/SUPPORTING INFORMATION:

Working under TLC Diversified (Design Builder), Kimley-Horn and Associates (Design Engineer) completed the preparation of the data collection, hydraulic model and preliminary design report (PDR) that identified the capital improvements that are required to meet the near term and long-term objectives of starting up the new Water Reclamation and Reuse Facility (WWRF) and decommissioning the existing Island Water Reclamation Facility (IWRF). The PDR, completed in January 2024, outlined three distinct phases of improvements required to complete the systematic redirection of the sanitary sewer system and ultimately decommission the IWRF.

This Amendment 6 amends the Master Services Agreement executed in contemplation of this Project with the Design-Builder (TLC Diversified, Inc). This amendment intends to clarify engineering fees, include timeframes for completion of design work, modify the scope of design for Phase 1B, Design Phase 2, CIP 12, and include

Construction of CIP 2.2B (Force main extension from 10 Mile Creek to the WRRF). CIP 2.2B is 7,500 LF of the 11,000 LF considered by CIP 2.1.

The Design-Builder provided the Scope of Services and Proposal for the Final Design and Permitting for Modified Phase 1B, which includes CIP 5, 6, 7, and CIP 12 – Jenkins/Okeechobee Repump Station/Booster Station, now the Church Booster Station ("Phase 2, CIP 12") to be designed by Kimley-Horn. If approved, Sec. 7.4. of the MSA is amended to include an additional 3% fee for Contractor's project management over the designer (Kimley-Horn) for the Modified Phase 1B Design Project. This 3% is not in addition to the 10% authorized by 7.4.1. This 3% is intended solely for Design services as contemplated by this Amendment.

The Scheduled Completion Date of these designs, as contemplated by Sec. 6.4 of the MSA, is:
Task 2- 1/26/2027
Task 3- 1/26/2027
Task 4- 3/24/2027
Task 5- 4/21/2027

The design component of this Amendment is expected to cost $2,235,286, and the construction (Guaranteed Maximum Price) of CIP 2.2B is expected to cost $12,687,632.66, which brings the estimated total value of this Contract to **$40,171,691.82.**

Staff is requesting authorization for a $150,000 FPUA-controlled contingency independent of the GMP.

Further, staff requests authorization for the Director of Utilities to enter into change orders or instruments pursuant to the authority granted via Resolution 2026-16.

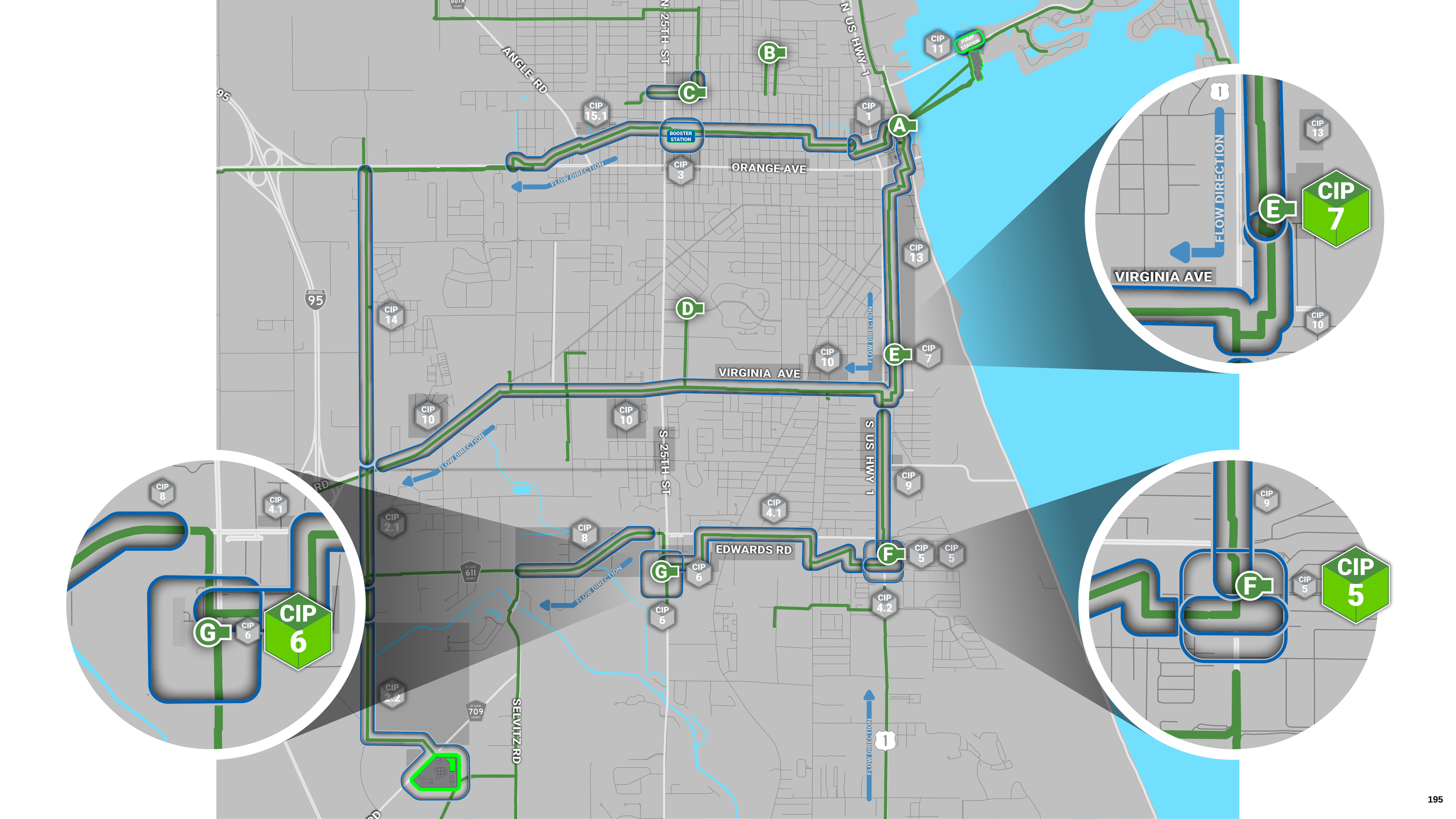
Funding is available in the FY 2026- FY 2030 Capital Budget under Project No. 876 (Wastewater Conveyance to the MWRF). $15,133,000.00, which includes in-house costs and contingencies, is being requested to fund the projects.

Amendment No. 6 CIPs are eligible for grant reimbursement and bond proceeds.

ALTERNATIVES (IF ANY)

Do not approve. This is not recommended, as wastewater flows must be redirected to the new MWRF in order to allow for the decommissioning of the IWRF.

ATTACHMENTS:


ANGLE RD
N 25TH ST
N US HWY 1
ORANGE AVE
VIRGINIA AVE
EDWARDS RD
S 25TH ST
S US HWY 1
SELVITZ RD
95
BOOSTER STATION
PUMP STATION
FLOW DIRECTION
A
B
C
D
E
F
G
CIP 1
CIP 2.1
CIP 2.2
CIP 3
CIP 4.1
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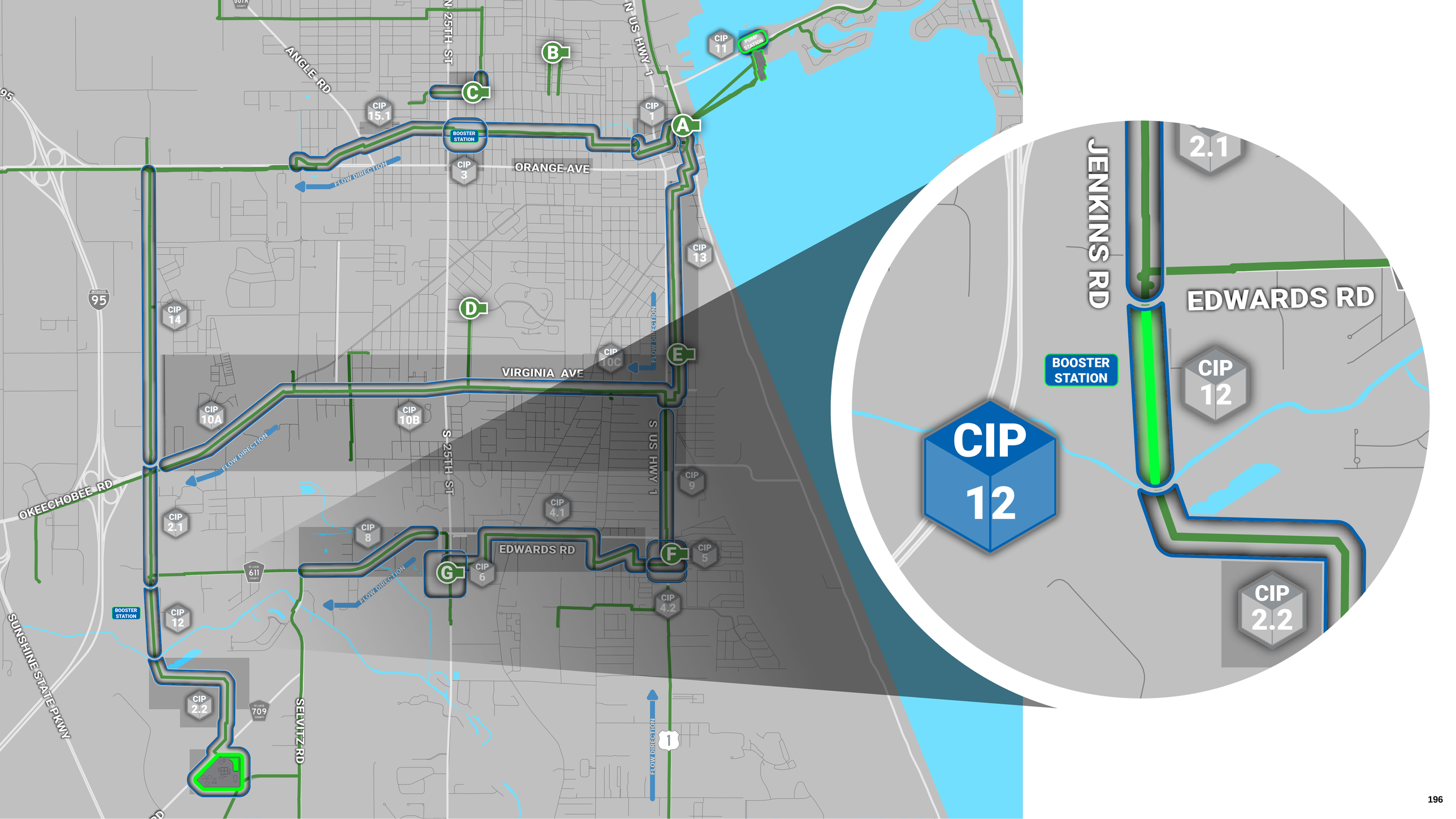
CIP 9
CIP 10
CIP 11
CIP 13
CIP 14
CIP 15.1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N 25TH ST
N US HWY 1
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VIRGINIA AVE
EDWARDS RD
OKEECHOBEE RD
S 25TH ST
S US HWY 1
SUNSHINE STATE PKWY
SELVITZ RD
JENKINS RD
BOOSTER STATION
PUMP STATION
FLOW DIRECTION
CIP 1
CIP 2.1
CIP 2.2
CIP 3
CIP 4.1
CIP 4.2
CIP 5
CIP 6
CIP 8
CIP 9
CIP 10A
CIP 10B
CIP 10C
CIP 11
CIP 12
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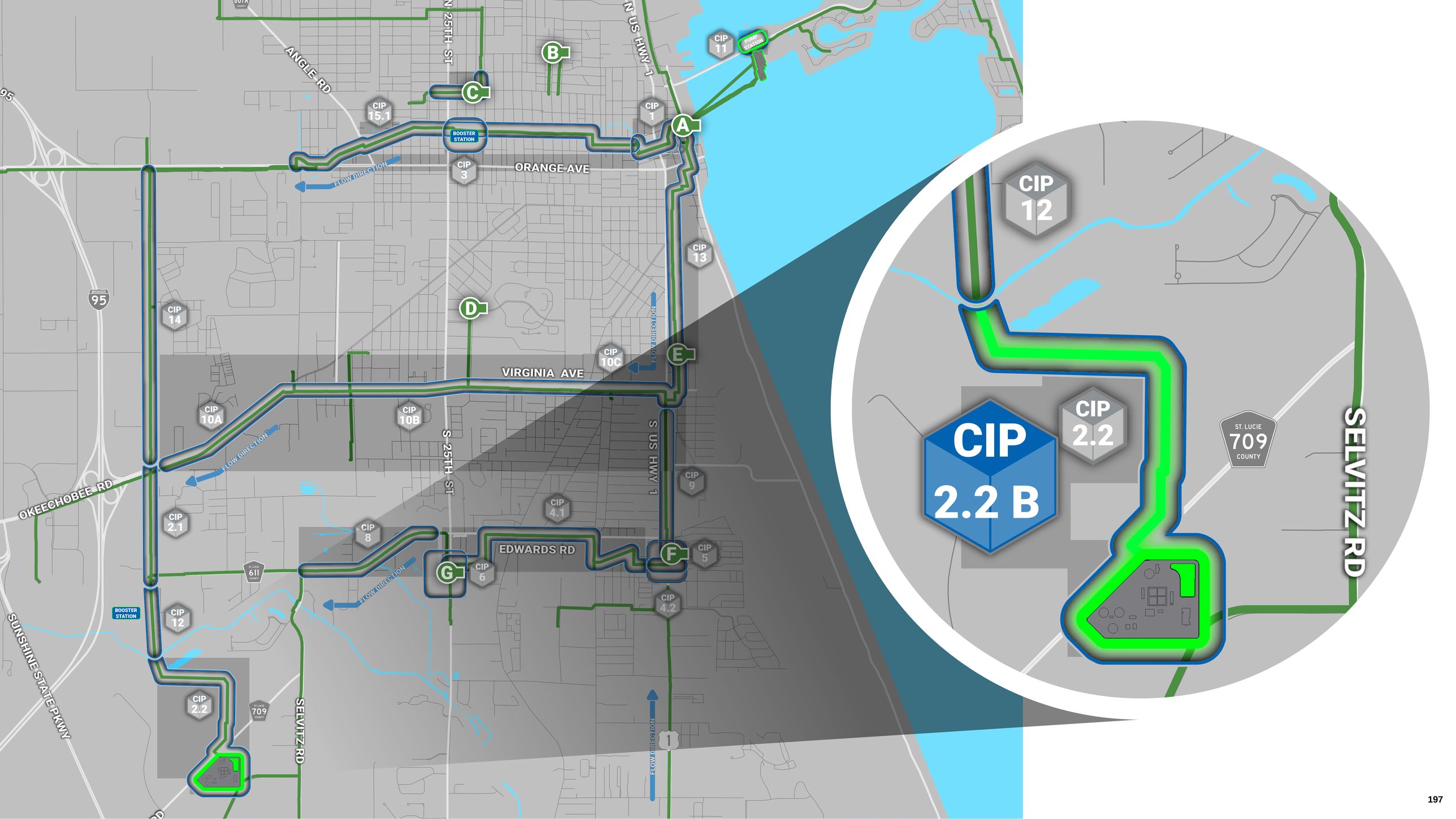
611 COUNTY
709 COUNTY


CIP 12
CIP 2.2
CIP 2.2 B
ST. LUCIE 709 COUNTY
SELVITZ RD
ANGLE RD
S 25TH ST
N US HWY 1
S US HWY 1
ORANGE AVE
VIRGINIA AVE
EDWARDS RD
OKEECHOBEE RD
SUNSHINE STATE PKWY
INTERSTATE 95
BOOSTER STATION
PUMP STATION
FLOW DIRECTION
A
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CIP 1
CIP 2.1
CIP 3
CIP 4.1
CIP 4.2
CIP 5
CIP 6
CIP 8
CIP 9
CIP 10A
CIP 10B
CIP 10C
CIP 11
CIP 13
CIP 14
CIP 15.1
ST. LUCIE 611 COUNTY

Progressive Design-Build

Contract Amendment #6

Amendment Number: 006		Amendment Effective Date: September 1, 2026
Project:	POA# 22-98 Systematic Wastewater Conveyance System Redirection to the New Mainland Water Reclamation Facility	Design-Builder's Project No: 22-98 Date of Agreement: Feb 7, 2023
Owner:	Fort Piece Utilities Authority	Design Builder: TLC Diversified, Inc.

PREAMBLE

Working under TLC Diversified (Design Builder), Kimley-Horn and Associates (Design Engineer) completed the preparation of the data collection, hydraulic model and preliminary design report (PDR) that identified the capital improvements that are required to meet the near term and long-term objectives of starting up the new Mainland Water Reclamation Facility (MWRF) and decommissioning the existing Island Water Reclamation Facility (IWRF). The PDR, completed in January 2024, outlined three distinct phases of improvements required to complete the systematic redirection of the sanitary sewer system and ultimately decommission the IWRF.

HISTORY AND SUMMARY

Contract	Summary	Value		Total Revised Cost
POA #22-98	Agreement	N/A		$528,047.00
Amendment 1	Phase 1A Design	$1,859,903.00		$2,387,950.00
Amendment 2	CIP 2.1 Jenkins	$5,443,398.98		$7,831,348.98
Amendment 3	AE Backus Force Main Extension and Lift Station "A"	$8,757,943.52		$16,589,292.50
Amendment 4	Booster Station (Moore's Creek and N 25th Street)	$5,383,547.98		$21,972,840.48
Amendment 5	CIP 2.2A Jenkins Road from Edwards Road to 10 Mile Creek	$3,275,932.68		$25,248,773.16
Amendment 6	**Amend MSA for Engineering Fee, Include Time Frame for Completion of Work for Modified Phase 1B (CIP 5,6,7) Phase 2, CIP 12**	**$2,235,286**		**$27,484,059.16**
Amendment 6	**Construction of 2.2B (GMP)**	**$12,687,632.66**		**$40,171,691.82**

POA #22-98 ("MSA") - Progressive Design-Build Agreement for the Conveyance System Redirection to the MWRF

Amendment 1 – Design for Phase IA ***This Amendment was subsequently modified via Addendum.**

Amendment 2 – Amended to include Construction of CIP 2.1

Amendment 3 – Amended the cost for construction of CIP 1 "AE Backus FM Extension & LSA", provide text for Owner Direct Purchase by the FPUA of certain materials and clarify Contractor's requirements to comply with recent changes to Florida Law.

Amendment 4 – Amended the cost for construction of CIP 3 "Booster Station (Moore's Creek)", provide text for Owner Direct Purchase of certain materials and compliance with recent changes to Florida Law.

Amendment 5 – Amended the Cost of Construction to include CIP 2.2A (Jenkins FM Extension Edwards Rd to 10 Mile Creek)

Amendment 6 – Amending the MSA to clarify engineering fees, include projected timeframe for completion of design work, modify the scope of design for Phase 1B, Design Phase 2, CIP 12 and Construction of 2.2B

Phase	Capital Improvement Project (CIP)	Title	Type	Qty.
Phase 1A	1	AE Backus FM Extension & LSA	Force Main/Lift Station Upgrades	1,900 LF
	2.1*	Jenkins FM HDD Extension to New MWRF	Force Main	11,000 LF
	2.2	Jenkins FM Open-Cut Extension to New WRF	Force Main	2,800 LF
	3	Booster Station (Moore's Creek)	Booster Station	1
	2.2A	Jenkins FM Extension Edwards Rd to 10 Mile Creek	Force Main	2,500 LF
	2.2B	**FM Extension from 10 Mile Creek to MWRF**	**Force Main**	**7,500 LF**

*CIP 2.2B is 7,500 LF of the 11,000 LF considered by CIP 2.1.

Grants Impacting this Project:
FDEP Resilient Florida
FDEP Water Quality

Attachments:
Exhibit “A” – Design Schedule
Exhibit “A1” Final Design and Development of Cost for Modified Phase 1B
Exhibit “B” – Construction of 2.2B 10 Mile Creek to MWRF

AMENDMENT #6
POA# 22-98 PROGRESSIVE DESIGN-BUILD AGREEMENT FOR THE
FPUA SYSTEMATIC WASTEWATER
CONVEYANCE SYSTEM REDIRECTION TO THE
NEW MAINLAND WATER RECLAMATION FACILITY

This Amendment #6 (“Amendment”) is entered into between the Fort Pierce Utilities Authority (“FPUA”) and TLC Diversified, Inc. (“Contractor”) based on the terms and conditions contained herein as follows:

WHEREAS, the FPUA and Contractor entered into that certain Agreement on February 7, 2023 via POA #22-98 (“MSA”) for the progressive design build of the wastewater conveyance system in anticipation of the completion of the new wastewater treatment facility (“Project”) amended via Amendments 1-5 (collectively referred to as “the Agreement”);

WHEREAS, the Agreement identified a “phased” approach to the design and build of the conveyance system as follows:

> **Early Work** – Contractor developed a Preliminary Design Report and overall approach for re-directing the conveyance system. Work included hydraulic modeling and consideration of alternatives for price, timeline, and millions of gallons of conveyance capacity needed throughout the service territory. The PDR outlined three distinct phases of improvements required to complete the systematic redirection of the sanitary sewer system and ultimately decommission the IWRF. Each phase contained multiple Capital Improvement Projects (CIPs).
>
> **Phase 1** – Contractor provided design, pricing and other services for the Project and establishing a contract price for Phase 2 – Construction. Upon completion of this Phase, Contractor shall provide a Guaranteed Maximum Price (“GMP”) with a guaranteed completion date via a proposal.
>
> **Phase 2** – Contractor shall complete the design of the Project and procure materials and equipment for construction of the Project. Upon receipt of the proposal, the FPUA has the option to proceed with construction of any given phase;

WHEREAS, GMP proposals for each phase of construction will continue to modify the Progressive Design-Build Agreement for subsequent CIPs, Services include completing the design

for individual CIPs, the procurement of all materials and equipment, performing construction services, conducting the start-up, testing, commissioning, and providing warranty services;

WHEREAS, Contractor, by and through its subconsultant, Kimley-Horn, has provided a schedule for completion of Design, attached hereto as Exhibit "A";

WHEREAS, Contractor provided the Scope of Services and Proposal, attached hereto as Exhibit "A1" for the Final Design and Permitting for Modified Phase 1B, which includes CIP 5, 6 and 7 ("Modified Phase 1B") and CIP 12 – Jenkins/Okeechobee Repump Station/Booster Station, now Church Booster ("Phase 2, CIP 12") to be designed by Kimley-Horn;

WHEREAS, Phase 2, CIP 12 and Modified Phase 1B design shall be collectively referred to as "the Design Project;"

WHEREAS, Section 2.2.2 of the MSA provides that "Phase 2 Services" consists of the completion of design services for the Project;

WHEREAS, Exhibit "B" contemplates the GMP and construction of CIP 2.2B;

WHEREAS, if this Amendment is approved, Articles 3 and 7 of the MSA are amended to reflect the conditions provided herein,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. **Recitals**. The foregoing recitals, including reference to Attachments or Exhibits, are hereby incorporated as forming the intent and purpose of this Amendment and hereby incorporated as a Contract Document contemplated by Article 3 of the MSA.

2. **Amendment**

   a. **Article 7. Contract Price and Additional Terms**. Article 7 is hereby amended as follows:

      i. Sec. 7.1.1 is hereby amended to an amount not to exceed **$40,171,691.82** which reflects the completion of design for Modified Phase 1B and the Construction of CIP 2.2B.

      ii. Sec. 7.4. is hereby amended to include an additional 3% fee for Contractor's project management over the designer (Kimley-Horn) for the Modified Phase 1B Design Project. This 3% is *not* in addition to the 10% authorized by 7.4.1. This 3% is intended solely for Design services as contemplated by this Amendment.

   b. **Contract Terms**.

i. **Modified Phase 1B Design Project**. The Term of this Amendment shall commence when fully executed and terminate on the Scheduled Completion Date. Contractor shall use commercially reasonable efforts to endeavor to complete the Modified Phase 1B Design Project tasks as follows:

Task 2 - 1/26/27
Task 3 - 1/26/27
Task 4 - 3/24/27
Task 5 - 4/21/27

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ii. CIP 2.2B.

1. Term. The Term of this Amendment commences upon Notice to Proceed and terminates the earlier of Scheduled Completion or August 1, 2027, unless otherwise agreed to in writing by both Parties.
2. CIP 2.2B is a "Phase 2" Project anticipated by the MSA. Therefore, delay may trigger the liquidated damages provision anticipated by the MSA.

3. **Miscellaneous.**
   a. All other terms and conditions of the Agreement remain in effect, except to the limited extent superseded by any express clause set forth in this Amendment.
   b. By executing this Amendment, FPUA and Contractor agree to modify the Agreement as stated herein.
   c. The parties have both had the opportunity to consult with legal counsel prior to executing this Amendment.
   d. In the event of a conflict between this Amendment and the Agreement, the provisions contained in this Amendment shall control and take precedence.

SIGNATURE PAGE FOLLOWS

The parties have caused their duly authorized representatives to execute this Amendment.

Fort Piece Utilities Authority

_____ _____
Hank Fee IV, Chairman Date

_____
Secretary

_____
Stefanie Beskovoyne, General Counsel

DESIGN-BUILDER
TLC Diversified, Inc.


_____ August 24, 2026
Name Date

Dalas Lamberson / President
Title

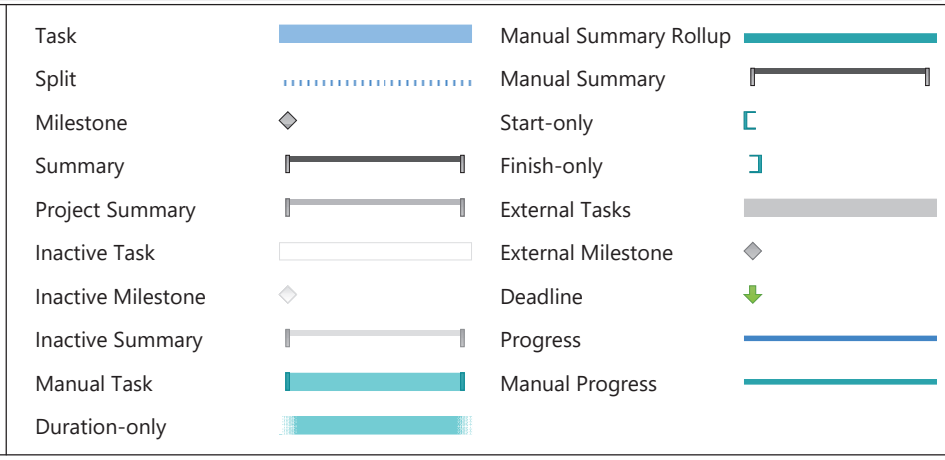
ID	Task Mode	Task Name	Duration	Start	Finish
1		**Task 2 - CIP 5 LS F Design**	**96 days**	**Tue 9/1/26**	**Tue 1/12/27**
2		**2.1 Preliminary Configuration**	**12 days**	**Tue 9/1/26**	**Wed 9/16/26**
3		Site Visit	1 day	Tue 9/1/26	Tue 9/1/26
4		Hydraulic Analysis/Model Review	3 days	Tue 9/1/26	Thu 9/3/26
5		Equipment Manuf Coordination	5 days	Tue 9/1/26	Mon 9/7/26
6		KHA Prelim Plan	5 days	Wed 9/2/26	Tue 9/8/26
7		Submit to FPUA	1 day	Wed 9/9/26	Wed 9/9/26
8		Client Review Time	5 days	Thu 9/10/26	Wed 9/16/26
9		**2.2 Survey and Geotech**	**15 days**	**Wed 9/2/26**	**Tue 9/22/26**
10		**2.3 60% Plans**	**49 days**	**Wed 9/9/26**	**Mon 11/16/26**
11		KHA Initial Initial Plans Production	8 days	Wed 9/9/26	Fri 9/18/26
12		KHA QC	2 days	Mon 9/21/26	Tue 9/22/26
13		Survey Clean Up	2 days	Wed 9/23/26	Thu 9/24/26
14		Submit to EDA Motor Load List	1 day	Wed 9/23/26	Wed 9/23/26
15		EDA Plans One Line	10 days	Mon 9/14/26	Fri 9/25/26
16		KHA Mech/Struc Plans Production	15 days	Tue 9/29/26	Mon 10/19/26
17		KHA Gen/Pump Plans Production	5 days	Tue 9/29/26	Mon 10/5/26
18		Specifications	15 days	Tue 9/29/26	Mon 10/19/26
19		KHA QC	3 days	Tue 10/20/26	Thu 10/22/26
20		Submit to EDA	1 day	Fri 10/23/26	Fri 10/23/26
21		EDA Plans/Specs	10 days	Mon 10/26/26	Fri 11/6/26
22		Submit FPUA	1 day	Mon 11/9/26	Mon 11/9/26
23		Client Review Time	5 days	Tue 11/10/26	Mon 11/16/26
24		**2.4 90% Plans and Specifications**	**18 days**	**Tue 11/17/26**	**Thu 12/10/26**
25		KHA Plans/Specs Production	10 days	Tue 11/17/26	Mon 11/30/26
26		KHA QC	3 days	Tue 12/1/26	Thu 12/3/26
27		EDA Plans	10 days	Tue 11/17/26	Mon 11/30/26
28		Submit FPUA	1 day	Thu 12/3/26	Thu 12/3/26
29		Client Review Time	5 days	Fri 12/4/26	Thu 12/10/26
30		**2.5 Final Plans and Specifications**	**24 days**	**Thu 12/10/26**	**Tue 1/12/27**
31		KHA Plans/Specs Production	5 days	Fri 12/11/26	Thu 12/17/26
32		KHA QC	3 days	Mon 1/4/27	Wed 1/6/27

Project: CIP56712 Full Schedule
Date: Mon 8/10/26

Task		Manual Summary Rollup	
Split		Manual Summary	
Milestone		Start-only	
Summary		Finish-only	
Project Summary		External Tasks	
Inactive Task		External Milestone	
Inactive Milestone		Deadline	
Inactive Summary		Progress	
Manual Task		Manual Progress	
Duration-only			

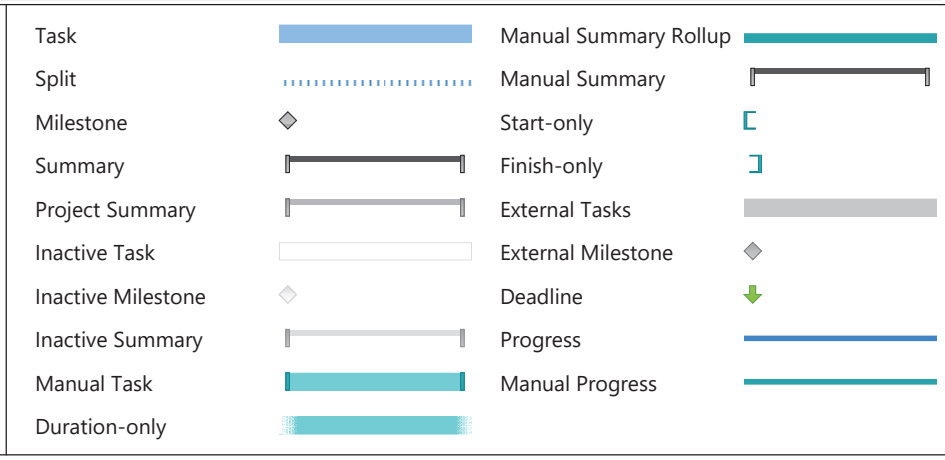
ID	Task Mode	Task Name	Duration	Start	Finish
33		EDA Plans	5 days	Thu 12/10/26	Wed 12/16/26
34		Submit FPUA	1 day	Wed 1/6/27	Wed 1/6/27
35		Client Review Time	5 days	Wed 1/6/27	Tue 1/12/27
36		**2.6 Permitting - FDEP**	50 days	Tue 10/20/26	Mon 12/28/26
37		**GMP Prep and FPUA Board Approval**	30 edays	Tue 1/12/27	Thu 2/11/27
38		**2.7 General Services During Construction (10 Months)**	300 edays	Thu 2/11/27	Wed 12/8/27
39					
40					
41		**Task 3 - CIP 5 LS G Design**	**96 days**	**Tue 9/1/26**	**Tue 1/12/27**
42		**3.1 Preliminary Configuration**	**12 days**	**Tue 9/1/26**	**Wed 9/16/26**
43		Site Visit	1 day	Tue 9/1/26	Tue 9/1/26
44		Hydraulic Analysis/Model Review	3 days	Tue 9/1/26	Thu 9/3/26
45		Equipment Manuf Coordination	5 days	Tue 9/1/26	Mon 9/7/26
46		KHA Prelim Plan	5 days	Wed 9/2/26	Tue 9/8/26
47		Submit to FPUA	1 day	Wed 9/9/26	Wed 9/9/26
48		Client Review Time	5 days	Thu 9/10/26	Wed 9/16/26
49		**3.2 Survey and Geotech**	**15 days**	**Wed 9/2/26**	**Tue 9/22/26**
50		**3.3 60% Plans**	**49 days**	**Wed 9/9/26**	**Mon 11/16/26**
51		KHA Initial Plans Production	8 days	Wed 9/9/26	Fri 9/18/26
52		KHA QC	2 days	Mon 9/21/26	Tue 9/22/26
53		Survey Clean Up	2 days	Wed 9/23/26	Thu 9/24/26
54		Submit to EDA Motor Load List	1 day	Wed 9/23/26	Wed 9/23/26
55		EDA Plans One Line	10 days	Mon 9/14/26	Fri 9/25/26
56		KHA Mech/Struc Plans Production	15 days	Tue 9/29/26	Mon 10/19/26
57		KHA Gen/Pump Plans Production	5 days	Tue 9/29/26	Mon 10/5/26
58		Specifications	15 days	Tue 9/29/26	Mon 10/19/26
59		KHA QC	3 days	Tue 10/20/26	Thu 10/22/26
60		Submit to EDA	1 day	Fri 10/23/26	Fri 10/23/26
61		EDA Plans/Specs	10 days	Mon 10/26/26	Fri 11/6/26
62		Submit FPUA	1 day	Mon 11/9/26	Mon 11/9/26
63		Client Review Time	5 days	Tue 11/10/26	Mon 11/16/26

Project: CIP56712 Full Schedule
Date: Mon 8/10/26



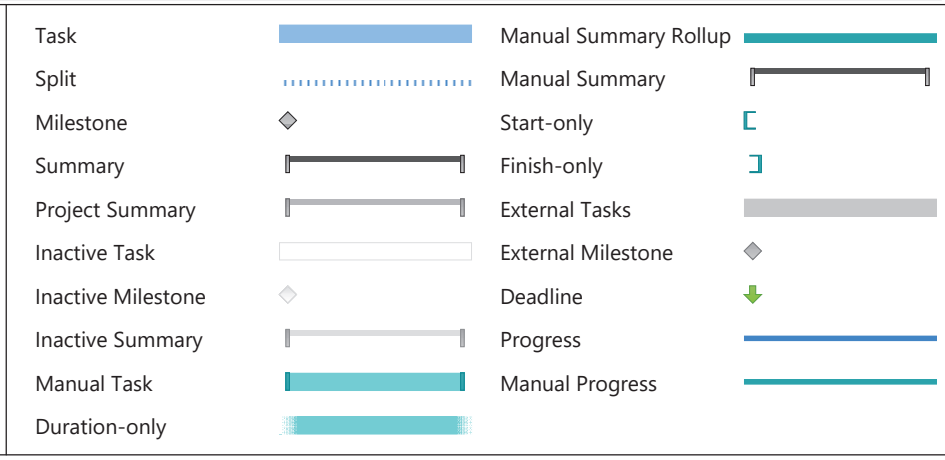
ID	Task Mode	Task Name	Duration	Start	Finish
64		**3.4 90% Plans and Specifications**	**18 days**	**Tue 11/17/26**	**Thu 12/10/26**
65		KHA Plans Production	10 days	Tue 11/17/26	Mon 11/30/26
66		Specifications	10 days	Tue 11/17/26	Mon 11/30/26
67		KHA QC	3 days	Tue 12/1/26	Thu 12/3/26
68		EDA Plans	10 days	Tue 11/17/26	Mon 11/30/26
69		Submit FPUA	1 day	Thu 12/3/26	Thu 12/3/26
70		Client Review Time	5 days	Fri 12/4/26	Thu 12/10/26
71		**3.5 Final Plans and Specifications**	**24 days**	**Thu 12/10/26**	**Tue 1/12/27**
72		KHA Plans/Specifications Production	5 days	Fri 12/11/26	Thu 12/17/26
73		KHA QC	3 days	Tue 1/5/27	Thu 1/7/27
74		EDA Plans	5 days	Thu 12/10/26	Wed 12/16/26
75		Submit FPUA	1 day	Wed 1/6/27	Wed 1/6/27
76		Client Review Time	4 days	Thu 1/7/27	Tue 1/12/27
77		**3.6 Permitting - FDEP**	50 days	Tue 10/20/26	Mon 12/28/26
78		**GMP Prep and FPUA Board Approval**	30 edays	Tue 1/12/27	Thu 2/11/27
79		**3.7 General Services During Construction (10 Months)**	300 edays	Thu 2/11/27	Wed 12/8/27
80					
81					
82		**Task 4 - CIP 7 LS E Design**	**113 days**	**Mon 10/5/26**	**Wed 3/10/27**
83		**4.1 Preliminary Configuration**	**14 days**	**Mon 10/5/26**	**Thu 10/22/26**
84		Site Visit	1 day	Mon 10/5/26	Mon 10/5/26
85		Model/As Buit Review	5 days	Tue 10/6/26	Mon 10/12/26
86		KHA Prelim Plan	2 days	Tue 10/13/26	Wed 10/14/26
87		Submit to FPUA	1 day	Thu 10/15/26	Thu 10/15/26
88		Client Review Time	5 days	Fri 10/16/26	Thu 10/22/26
89		**4.2 Survey and Geotech**	**30 days**	**Tue 9/1/26**	**Mon 10/12/26**
90		**4.3 60% Plans**	**59 days**	**Fri 10/23/26**	**Wed 1/13/27**
91		Hydraulic Analysis	3 days	Fri 10/23/26	Tue 10/27/26
92		Equipment Manuf Coordination	10 days	Fri 10/23/26	Thu 11/5/26
93		Survey Clean up	2 days	Fri 10/23/26	Mon 10/26/26
94		KHA Mechanical/Struc Plans Production	15 days	Fri 10/23/26	Thu 11/12/26

Project: CIP56712 Full Schedule
Date: Mon 8/10/26



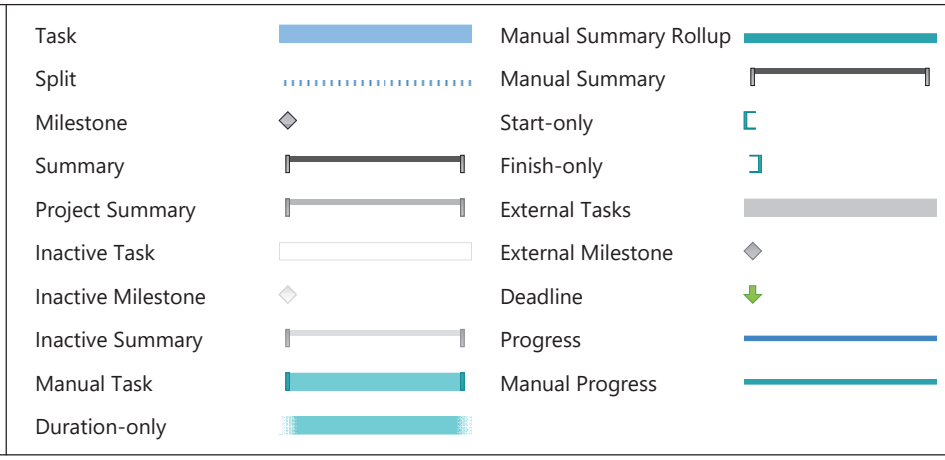
ID	Task Mode	Task Name	Duration	Start	Finish
95		KHA QC	2 days	Fri 11/13/26	Mon 11/16/26
96		Submit to EDA Motor Load List	1 day	Tue 11/17/26	Tue 11/17/26
97		EDA Plans One Line	15 days	Fri 10/23/26	Thu 11/12/26
98		KHA Mech/Struc Plans Production	15 days	Tue 11/24/26	Mon 12/14/26
99		KHA Gen/Pump Plans Production	5 days	Tue 11/24/26	Mon 11/30/26
100		KHA Specifications	10 days	Tue 11/24/26	Mon 12/7/26
101		KHA QC	3 days	Tue 12/15/26	Thu 12/17/26
102		EDA Plans/Specs	15 days	Tue 12/15/26	Mon 1/4/27
103		Submit FPUA	2 days	Tue 1/5/27	Wed 1/6/27
104		Client Review Time	5 days	Thu 1/7/27	Wed 1/13/27
105		**4.4 90% Plans and Specifications**	**17 days**	**Thu 1/14/27**	**Fri 2/5/27**
106		KHA Plans/Specs Production	10 days	Thu 1/14/27	Wed 1/27/27
107		KHA QC	3 days	Thu 1/28/27	Mon 2/1/27
108		EDA Plans	10 days	Thu 1/14/27	Wed 1/27/27
109		Submit FPUA	2 days	Thu 1/28/27	Fri 1/29/27
110		Client Review Time	5 days	Mon 2/1/27	Fri 2/5/27
111		**4.5 Final Plans and Specifications**	**23 days**	**Mon 2/8/27**	**Wed 3/10/27**
112		KHA Plans/Specs Production	5 days	Mon 2/8/27	Fri 2/12/27
113		KHA QC	3 days	Mon 2/15/27	Wed 2/17/27
114		Submit to EDA	1 day	Mon 2/15/27	Mon 2/15/27
115		EDA Plans	10 days	Tue 2/16/27	Mon 3/1/27
116		Submit FPUA	3 days	Tue 3/2/27	Thu 3/4/27
117		Client Review Time	4 days	Fri 3/5/27	Wed 3/10/27
118		**4.6 Permitting - FDEP**	50 days	Mon 1/11/27	Fri 3/19/27
119		**GMP Prep and FPUA Board Approval**	30 edays	Wed 3/10/27	Fri 4/9/27
120		**4.7 General Services During Construction (10 Months)**	300 days	Mon 4/12/27	Fri 6/2/28
121					
122		**Task 5 - Booster Station Design**	**133 days**	**Mon 10/5/26**	**Wed 4/7/27**
123		**5.1 Preliminary Configuration**	**17 days**	**Mon 10/5/26**	**Tue 10/27/26**
124		Site Visit	1 day	Mon 10/5/26	Mon 10/5/26
125		KHA Prelim Plan	5 days	Tue 10/6/26	Mon 10/12/26

Project: CIP56712 Full Schedule
Date: Mon 8/10/26



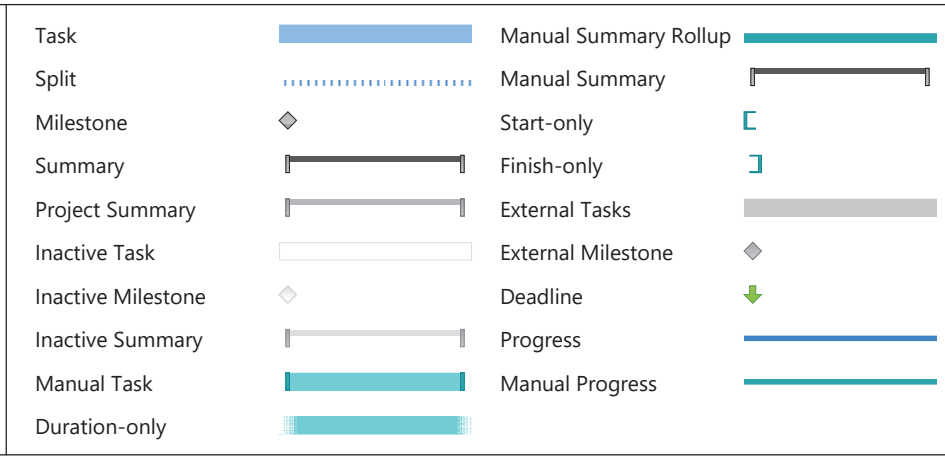
ID	Task Mode	Task Name	Duration	Start	Finish
126		Submit to FPUA	1 day	Tue 10/13/26	Tue 10/13/26
127		Client Review Time	5 days	Wed 10/14/26	Tue 10/20/26
128		Pre App Site Plan Meeting	5 days	Wed 10/21/26	Tue 10/27/26
129		**5.2 Survey**	**30 days**	**Tue 9/1/26**	**Mon 10/12/26**
130		**5.3 Geotech**	**35 days**	**Tue 9/1/26**	**Mon 10/19/26**
131		**5.4 30% Plans**	**31 days**	**Wed 10/21/26**	**Wed 12/2/26**
132		Hydraulic Analysis	4 days	Wed 10/21/26	Mon 10/26/26
133		Equipment Manuf Coordination	10 days	Tue 10/27/26	Mon 11/9/26
134		Survey Cleanup	2 days	Wed 10/21/26	Thu 10/22/26
135		HVAC/Drainage Plans	5 days	Wed 10/21/26	Tue 10/27/26
136		KHA Plans Production	15 days	Tue 10/27/26	Mon 11/16/26
137		KHA QC	3 days	Tue 11/17/26	Thu 11/19/26
138		EDA Plans One Line	10 days	Tue 10/27/26	Mon 11/9/26
139		Submit FPUA	1 day	Fri 11/20/26	Fri 11/20/26
140		Client Review Time	8 days	Mon 11/23/26	Wed 12/2/26
141		**5.5 60% Plans and Specifications**	**34 days**	**Thu 12/3/26**	**Tue 1/19/27**
142		KHA Mech/Struc Plans Production	25 days	Thu 12/3/26	Wed 1/6/27
143		KHA Gen/Pump Plans Production	15 days	Thu 12/3/26	Wed 12/23/26
144		KHA Specifications	7 days	Thu 12/3/26	Fri 12/11/26
145		HVAC/Drainage Plans	4 days	Thu 12/3/26	Tue 12/8/26
146		KHA QC	3 days	Thu 1/7/27	Mon 1/11/27
147		EDA Plans/Specs	15 days	Thu 12/3/26	Wed 12/23/26
148		Submit FPUA	1 day	Tue 1/12/27	Tue 1/12/27
149		Client Review Time	5 days	Wed 1/13/27	Tue 1/19/27
150		**5.6 90% Plans and Specifications**	**31 days**	**Wed 1/20/27**	**Wed 3/3/27**
151		KHA Plans/Specs Production	15 days	Wed 1/20/27	Tue 2/9/27
152		KHA QC	3 days	Wed 2/10/27	Fri 2/12/27
153		Submit to EDA	1 day	Mon 2/15/27	Mon 2/15/27
154		EDA Plans	5 days	Tue 2/16/27	Mon 2/22/27
155		Submit FPUA	2 days	Tue 2/23/27	Wed 2/24/27
156		Client Review Time	5 days	Thu 2/25/27	Wed 3/3/27
157		**5.7 Final Plans and Specifications**	**25 days**	**Thu 3/4/27**	**Wed 4/7/27**

Project: CIP56712 Full Schedule
Date: Mon 8/10/26



ID	Task Mode	Task Name	Duration	Start	Finish
158		KHA Plans Production	10 days	Thu 3/4/27	Wed 3/17/27
159		KHA QC	3 days	Thu 3/18/27	Mon 3/22/27
160		Submit to EDA	1 day	Tue 3/23/27	Tue 3/23/27
161		EDA Plans	5 days	Wed 3/24/27	Tue 3/30/27
162		Submit FPUA	2 days	Wed 3/31/27	Thu 4/1/27
163		Client Review Time	4 days	Fri 4/2/27	Wed 4/7/27
164		**5.8 Permitting - FDEP**	60 days	Wed 1/13/27	Tue 4/6/27
165		**5.8 Permitting - Site Plan City FP**	60 edays	Tue 1/19/27	Sat 3/20/27
166		**GMP Prep and FPUA Board Approval**	30 edays	Wed 4/7/27	Fri 5/7/27
167		**5.9 General Services During Construction (15 Months)**	450 edays	Fri 5/7/27	Sun 7/30/28

Project: CIP56712 Full Schedule
Date: Mon 8/10/26



PROGRESSIVE DESIGN/BUILD AGREEMENT

FOR

Fort Pierce Utilities Authority (OWNER)/ Systematic Wastewater Conveyance System Redirection to the New Mainland Reclamation Facility

Exhibit B

Scope of Services

Final Design and Permitting Through GMP for Modified Phase 1B

PREAMBLE

Working under TLC Diversified (Design Builder), Kimley-Horn and Associates (Design Engineer) has completed the preparation of the data collection, hydraulic model and preliminary design report (PDR) to identify the capital improvements that are required to meet the near term and long-term objectives of starting up the new Mainland Water Reclamation Facility (MWRF) and decommissioning the existing Island Water Reclamation Facility (IWRF).

The PDR, completed in January 2024, outlined three distinct Phases of improvements required to complete the systematic redirection of the sanitary sewer system and ultimately decommission the IWRF. Phase1A is summarized below and is in process. The previously defined Phase 1B included Capital Improvement Projects (CIPs) 4.1, 4.2, 5, 6, 7 and 8. FPUA has requested an adjustment to Phase 1B to include only CIPs 5, 6 and 7.

After additional review and iterations of the hydraulic modeling, CIP 7 (LS D, 41 and 56) can now be replaced with upgrades to LS E, in combination with the recommended modifications to the previously identified improvements to LS F and G from the PDR.

To keep the references consistent with the PDR, the numbering has been maintained. In addition, the booster station previously identified as needed in Phase 2 (CIP 12) is now required in Phase 1B to accommodate the operational assumptions documented in the following Scope of Services and is included herein.

The following table summarizes the rearranging of Phase 1B.

Phase	CIP	Title	Type	Qty.	Unit
Phase 1A (Previously Authorized)	1	AE Backus FM Extension (Under Construction)	Force Main	1,900	LF
	2.1	Jenkins FM HDD Extension to New MWRF (Completed)	Force Main	11,000	LF
	2.2	Jenkins FM Open-Cut Extension to New WRF (In Final Design)	Force Main	2,800	LF
	3	Booster Station (Moore's Creek) (In Permitting)	Booster Station	1	LF
Phase 1B (This Authorization)	**5**	**Lift Station (LS) F Upgrades**	**LS**	**1**	**EA**
	6	**LS G Upgrades**	**LS**	**1**	**EA**
	7	**Other LS Pump Upgrades (*Now LS E*)**	**LS**	**1**	**EA**
Phase 2 (*This Authorization*)	**12**	**Jenkins/Okeechobee Repump Station/Booster Station (*now Church Booster*)**	**Booster Station**	**1**	**EA**
FUTURE (*not currently anticipated*)	~~8~~	~~Upsize Edwards FM~~	~~Force Main~~	~~6,800~~	~~LF~~
BY OTHERS	4.1	Glenview/Edwards FM Upsize	Force Main	10,800	LF
	4.2	Glenview/Edwards Gravity Main Upsize	Force Main	875	LF

With the MWRF rated capacity of 10 mgd, annual average day flow, the equivalent peak hour flow that the conveyance system is designed to accommodate is 30 million gallons per day (mgd) (a peaking factor of 3).

Phase 1A was intended to redirect the current average day flow of 5.75 mgd of flow to the new MWRF. The IWRF would be required to remain online to accommodate peak hour flows. Phase 1B improvements outlined herein, coupled with CIPs 4.1, 4.2 (by others) and 8 (no longer anticipated to be necessary) would accommodate both the 5.75 mgd average day and peak hour flows up to 10 mgd. The IWRF would remain online to provide wet weather flow equalization until subsequent Phase 2 and 3 improvements are complete.

The Design Engineer will prepare project plans and technical specifications for each individual project described in the scope of services, such that the Design Builder can prepare individual Guaranteed Max Price (GMP) packages for each project and begin construction of each CIP when ready, independent of the other projects.

SCOPE OF SERVICES

The following Scope of Services outlines the scope and fee for the final design, permitting and construction phase services for CIPs 5, 6, 7 and 12.

The operational assumptions serving as the basis for these improvements are as follows (NOTE: some include deviations from previously presented CIPs in the PDR):

1. NORMAL OPERATING CONDITION: LS F will discharge west towards LS G along Edwards Rd. under normal and wet weather conditions via new 12-inch force main (by others). LS F will bypass LS G (LS G is not a repump).
2. LS F will be valved for bidirectional flow allowing flows to be directed to LS E if/when needed (to be incorporated into design of CIPs 4.1 and 4.2, by others).
3. NORMAL OPERATING CONDITION: LS E continues to receive flows along Virginia, east of 23rd Street, in the existing 12-inch force main through an open discharge to LS E. LS E will also receive flows from LS A. This will require LS A to pump both west and south as it rotates through pump starts. The valve located between the two LS A wetwells on the discharge FM header pipe will be normally closed to accomplish this. LS E then discharges west through a new, 24-inch force main along Virginia/Okeechobee from LS E to Jenkins. (see item 6 below). NOTE: LS E improvements were not presented in the PDR; LS E improvements will now replace LS D, LS 41 and LS 56 improvements that were outlined in the original CIP 7.
4. Under both wet weather and normal operating conditions, LS E receives flows from LS A. This allows the 18-inch FM on US 1 north of LS E to achieve flow velocities above 2 feet per second (fps).
5. Existing wet well at LS E is anticipated to accommodate peak flows with only pump upgrades (no wet well capacity increase).
6. LS E continues to receive flows from stations to the south along US-1 in the existing force main, as currently operated with no pipe size changes (LS 1, 2, 3, 87).
7. LS E can be valved so that it can be alternatively pumped north on US-1 to be repumped by LS A west on Orange under an emergency condition. FPUA also desires valving to allow LS E to pump south to LS F, although FPUA acknowledges that LS F cannot repump LS E's full capacity.
8. Modifications to the incoming and discharge force main piping configuration at LS E are required to allow the station to pump north and west as well as receive flows from the north, west and south. This involves a short segment of parallel 12-inch FM from LS E to the existing 12-inch FM on US 1 to create the open-ended discharge at LS E for the

existing stations east of 23rd Street (in this Scope of Services). This Scope of Services assumes a 2,500 linear foot route for the purpose of defining the survey and geotechnical boring scopes and fees. Alternate/longer route(s) will require additional scopes and fees. A new 24-inch FM from LS E to Jenkins, parallel to the existing FM on Virginia/Okeechobee will also be required (by others, not included in this Scope of Services or the identified CIPs)

9. NORMAL OPERATING CONDITIONS: LS G discharges west on Edwards to MWRF via combination of Selvitz and Jenkins force mains (flow split based on operational conditions at the time). New, higher head pumps are required at LS G to accomplish this (no wet well capacity increase).
10. To accomplish the above modifications to the previously presented improvements in the PDR, the booster station previously identified as being needed in Phase 2 (CIP 12) will now be required concurrently with the Phase 1B improvements. This is now included in Task 4.

All deliverables outlined in the following Tasks will be provided to the Design Builder upon completion for review and comment. Comments will be incorporated and the deliverables transmitted to FPUA upon approval by the Design Builder.

Task 1 Hydraulic Model Update

Since the completion of the original PDR, changes to the improvements have been made during the progression of the program either by design decisions related to constructability or FPUA design directives. To determine impacts these changes make to the upcoming improvements recommended by the PDR, the Design Engineer will update the hydraulic model and confirm/update the LS design points and impacted pipe sizes. Recommendations will be presented to FPUA for review.

Task 2 CIP 5 – LS F Upgrades

This CIP includes upgrades to LS F required to redirect flow to the MWRF. Improvements include upgrades to the pumps, electrical service, wet well coatings and site work. Pumps are proposed to be upgraded to higher head pumps, with a new 800-amp main breaker (to be confirmed), new triplex pump station control panel with VFDs, VT SCADA coordination, antenna, wet well coatings and site work to include re-grading and site restoration. Design of a permanent diesel bypass pump will also be provided. Electrical design will be limited to providing power to the bypass pump control panel, specification of conduit and wire requirements between the control panel and bypass pump instruments in the wet well (float switches and level transducers, provided by pump supplier). Instrumentation and Controls (I&C) design will be limited to providing the interface between the control panel and the remote telemetry unit for remote SCADA monitoring. No structural assessment or resulting structural repairs for the existing wet well are included in this scope of services. Structural services are included for the addition of a diesel bypass pump pad and pad for the new control panel. It is assumed that the existing pump rails can be repurposed for the new pumps.

These modifications will also require the addition of a new, 12-inch force main along Glenview/Edwards Road (from LS F to LS G), in addition to the existing 8-inch force main. A portion of this force main (CIP 4.2) is being designed/constructed by others. The balance of this force main (CIP 4.1) is still required for this scenario to be functional. Design of 4.1 and 4.2 is not included in this Scope of Services (by others). Minor effort is included in this task for coordination of the design engineer(s) for CIPs 4.1 and 4.2, specifically pertaining to the connection of these mains to the LS. This task does not include services to expand the

easement at LS F to include connection to the CIP 4.2 project being currently designed by others.

This Task assumes that emergency backup pumping capacity will be provided via a permanent diesel bypass pump matching the capacity of the station. Design includes coordination with the pump manufacturer for connecting the pump panel to permanent power under normal operations (for battery life) and instrumentation and controls associated with establishing I/O, landing relays, and communications with the RTU/SCADA systems. Should FPUA opt for a permanent generator in lieu of the bypass pump, an amendment to this design scope will be needed.

The Design Engineer anticipates the following plan sheets to be generated as part of this effort (subject to modification during design):

G-001	Cover Sheet
G-002	Sheet Index
G-003	General Notes
G-004	Key Map
M-001	Existing Conditions
M-002	Demolition Plan (if applicable)
M-003	Proposed Plan
M-004	Proposed Plan Sections
M-005	Proposed Plan Sections
M-006	Mechanical Details
M-007	Mechanical Details
C-001	Civil Site Plan – Existing Conditions
C-002	Civil Site Plan – Proposed
C-003	Paving, Grading and Drainage Details
C-004	Erosion Control Plan
C-005	Civil Details
S-001	Structural Notes
S-002	Slab/foundation Plan (diesel bypass pump, and control panel)
S-003	Structural Details
E-001	Electrical Notes, Symbols and Abbreviations
E-002	Electrical Site Plan
E-003	Demolition Single Line Diagram
E-004	Proposed Single Line Diagram
E-005	VFD Elementary and Control Wiring Diagram
E-006	Relay Logic Elementary Diagram
E-007	VFD Panel
E-008	System Block Diagram
E-009	Electrical Details

Subtask 2.1 Preliminary Configuration

The Design Engineer will prepare a preliminary design plan for the upgrades to the LS for presentation to and discussion with FPUA. A review meeting will be held with FPUA, the Design Builder, the Design Engineer and the Design Engineer's electrical engineering subconsultant. The sole permit believed to be needed for these improvements (other than building permits) is an FDEP General Wastewater Collection System Permit. No pre-application meeting with FDEP is included in this scope of services. The Design Builder will obtain necessary building permits once authorized for construction (approved GMP).

Subtask 2.2 Survey and Geotech
The survey needed for the design of CIP 5 will be limited to the site boundary (no legal description), surface features and topographic data within the footprint of the existing LS site (approximately 0.25 acres) and the associated SUE work within the fence line. This information will be used in the design of the reconfigured LS.

This subtask includes geotechnical borings within the footprints of the proposed portable generator slab and new control panel slab/footer. The budget for this task assumes two (2) SPT borings to approximately 10 feet below existing grade.

Subtask 2.3 60 Percent Plans
The Design Engineer will use the information collected in Subtasks 2.1 and 2.2 to prepare the 60 percent milestone. The 60 percent deliverable will include technical specifications and the balance of the anticipated plan sheets and will be suitable for submitting permit applications. At this milestone, the Design Builder will provide a draft construction cost estimate for the project. The 60-percent plans will be submitted to FPUA for review and comment. A design review meeting will be held, and applicable comments will be incorporated into the subsequent 90 percent deliverable.

Subtask 2.4 90 Percent Plans and Specifications
The Design Engineer will incorporate comments received at the 60 percent review meeting and progress the design to the 90 percent milestone. The Design Builder will provide an updated draft construction cost estimate for the project. The 90 percent plans will be submitted to FPUA for review and comment. A design review meeting will be held, and applicable comments will be incorporated into the subsequent 100 percent deliverable.

Subtask 2.5 Final Plans and Specifications/GMP Preparation
The final plans and technical specifications will incorporate all applicable review comments, including modifications requested by regulatory agencies during the permitting processes. The final design documents will be suitable for the Design Builder to prepare the GMP for the project and for construction of CIP 5. Final deliverable will include the GMP for approval by FPUA.

Subtask 2.6 Permitting
The Design Engineer will prepare a General Wastewater Collection System permit application for submittal to FDEP for the station upgrades. All building permits with other authorities having jurisdiction will be obtained by the Design Builder. No other jurisdictional permitting is anticipated for this CIP. The Design Engineer will respond to up to two (2) requests for additional information (RAI) for each application. No site plan permit modification is anticipated for the proposed scope of work.

Subtask 2.7 Construction Phase Services
This task is limited to the Design Engineer's scope of work for services during construction. The Design Builder's scope of work for the construction phase will be included in the GMP for approval at the completion of each final design milestone. The Design Engineer has not included services related to GMP negotiations. Once design and permitting are complete and the GMP has been awarded, the Design Engineer will begin construction phase administration. A pre-construction meeting will be held with the design team, Design Builder and FPUA prior to commencing construction. The project schedule, work hours, laydown area(s), sequencing, and owner preferences will all be documented in this meeting.

The Design Engineer will review shop drawings for Design Builder's proposed materials for general conformance with the contract design documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage,

schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the issuance of Change Orders. Any deviations from the design documents that meet the intent of the design will be presented to FPUA for concurrence prior to accepting the alternate item.

The Design Engineer will respond to RAIs from the contractor throughout construction and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be prepared by the Design Builder and approved by FPUA.

The Design Builder anticipates a 10-month (40-week) construction duration for this project, to run concurrent with CIP 6. It is understood that this includes procurement time and we estimate there to be 2 months of active field work. The field services budget estimate for CIP 5 is based on 4 hours per week during active construction for 8 weeks (32 hours) plus one hour per week for record keeping/documentation of progress (8 hours). If construction exceeds these time frames, or if CIP 5 does not run concurrent to CIP 6, additional fees may be required.

Observations will not be exhaustive or extend to every aspect of Design Builder's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Design Engineer will evaluate whether Design Builder's work is generally proceeding in accordance with the Contract Document and keep FPUA informed of the general progress of the work.

The Design Engineer will not supervise, direct, or control Design Builder's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by the Design Builder, for safety programs incident to Design Builder's work, or for failure of Design Builder to comply with laws. Design Engineer does not guarantee Design Builder’s performance and has no responsibility for Design Builder's failure to perform in accordance with the Contract Documents.

Design Engineer is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

The Design Engineer will participate in a substantial completion walk through and document required punch list items to be addressed prior to final walk through. A final walk through will then be conducted upon final completion.

The Design Engineer will work with the Design Builder to prepare the record drawings for this project. The Design Builder shall be responsible for the preparation of the as-built survey. This task will include startup and testing support and review of the Operations and Maintenance (O&M) Manual assembled by the Design Builder.

The Design Engineer will participate in 10 monthly meetings during the construction of CIP 5.

TASK 2 ASSUMPTIONS:

- Design will progress directly from preliminary configuration to 60 percent design (no interim deliverables)
- FPUA will pay all permit application and other fees directly.
- No Threatened and Endangered Species (T&E) species study is required for this site.
- All easements and additional ROW shall be secured by FPUA.

- FPUA shall coordinate with the in-house electric group if an electrical service upgrade is required.
- CIP 5 will run concurrently with CIP 6.

Task 3 CIP 6 – LS G Upgrades

This CIP includes upgrading the existing duplex LS to redirect flow to the west. Pumps are proposed to be upgraded to higher head pumps, with a new main breaker (sizing to be confirmed during design), duplex pump station control panel and a temporary generator receptacle/Cam-lock box, VT SCADA coordination, antenna, wet well coatings. No site work (grading or paving) is anticipated. No structural assessment or resulting structural repairs for the existing wet well are included in this scope of services. Structural services are included for the addition of a small portable generator/diesel pump pad, and pad for the new control panel. It is assumed that the existing pump rails can be repurposed for the new pumps.

This Task assumes that emergency backup pumping capacity will be provided via a permanent diesel bypass pump matching the capacity of the station. Design includes coordination with the pump manufacturer for connecting the pump panel to permanent power under normal operations (for battery life) and instrumentation and controls associated with establishing I/O, landing relays, and communications with the RTU/SCADA systems. Should FPUA opt for a permanent generator in lieu of the bypass pump, an amendment to this design scope will be needed.

The Design Engineer anticipates the following plan sheets to be generated as part of this effort (subject to modification during design):

G-001	Cover Sheet
G-002	Sheet Index
G-003	General Notes
G-004	Key Map
M-001	Existing Conditions
M-002	Demolition Plan (if applicable)
M-003	Proposed Plan
M-004	Proposed Plan Sections
M-005	Proposed Plan Sections
M-006	Mechanical Details
M-007	Mechanical Details
M-008	Mechanical Details
S-001	Structural Notes
S-002	Slab/foundation Plan (portable generator/diesel pump pad, and control panel)
S-003	Structural Details
E-001	Electrical Notes, Symbols and Abbreviations
E-002	Electrical Site Plan
E-003	Demolition Single Line Diagram
E-004	Proposed Single Line Diagram
E-005	VFD Elementary and Control Wiring Diagram
E-006	Relay Logic Elementary Diagram
E-007	VFD Panel

E-008	System Block Diagram
E-009	Electrical Details

Subtask 3.1 Preliminary Configuration
The Design Engineer will prepare a preliminary design plan for the upgrades to the LS for presentation to and discussion with FPUA. A review meeting will be held with FPUA, the Design Builder, the Design Engineer and the Design Engineer's electrical engineering subconsultant. The sole permit believed to be needed for these improvements (other than building permits) is via FDEP. No pre-application meeting is necessary or included. The Design Builder will obtain necessary building permits once authorized for construction (approved GMP).

Subtask 3.2 Survey and Geotech
The survey needed for the design of CIP 6 will be limited to the site boundary (no legal description), surface features and topographic data within the footprint of the existing LS site (approximately 0.3 acres) and the associated SUE work. This information will be used in the design of the reconfigured LS.

This subtask includes geotechnical borings within the footprints of the proposed portable generator slab and new control panel slab/footer. The budget for this task assumes one (1) SPT boring to approximately 10 feet below existing grade.

Subtask 3.3 60 Percent Plans
The Design Engineer will use the information collected in Subtasks 3.1 and 3.2 to prepare the 60 percent design. The 60 percent deliverable will include technical specifications and plan set, and will be suitable for submitting permit applications. At this milestone, the Design Builder will provide a draft construction cost estimate for the project. The 60-percent plans will be submitted to FPUA for review and comment. A design review meeting will be held, and applicable comments will be incorporated into the subsequent 90 percent deliverable.

Subtask 3.4 90 Percent Plans and Specifications
The Design Engineer will incorporate comments received at the 60 percent review meeting and progress the design to the 90 percent milestone. The Design Builder will provide an updated draft construction cost estimate for the project. The 90 percent plans will be submitted to FPUA for review and comment. A design review meeting will be held, and applicable comments will be incorporated into the subsequent 100 percent deliverable.

Subtask 3.5 Final Plans and Specifications/GMP Preparation
The final plans and technical specifications will incorporate all applicable review comments, including modifications requested by regulatory agencies during the permitting processes. The final design documents will be suitable for the Design Builder to prepare the GMP for the project and for construction of CIP 5. Final deliverable will include the GMP for approval by FPUA.

Subtask 3.6 Permitting
The Design Engineer will prepare a General Wastewater Collection System permit application for submittal to FDEP for the station upgrades. All building permits with other authorities having jurisdiction will be obtained by the Design Builder. No other jurisdictional permitting is anticipated for this CIP. The Design Engineer will respond to up to two (2) RAIs. No site plan permit modification is anticipated for the proposed scope of work.

Subtask 3.7 Construction Phase Services
This task is limited to the Design Engineer's scope of work for services during construction. The Design Builder's scope of work for the construction phase will be included in the GMP for approval at the completion of each final design milestone. Once design and permitting are complete and the GMP has been awarded, the Design Engineer will begin construction phase

administration. A pre-construction meeting will be held with the design team, Design Builder and FPUA prior to commencing construction. The project schedule, work hours, laydown area(s), sequencing, and owner preferences will all be documented in this meeting.

The Design Engineer will review shop drawings for Design Builder’s proposed materials for general conformance with the contract design documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders. Any deviations from the design documents that meet the intent of the design will be presented to FPUA for concurrence prior to accepting the alternate item.

The Design Engineer will respond to RAIs from the contractor throughout construction and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be prepared by the Design Builder and approved by FPUA.

The Design Builder anticipates a 10-month (40-week) construction duration for this project, to run concurrently with CIP 5. It is understood that this includes procurement time and we estimate there to be 2 months of active field work. The field services budget estimate for CIP 5 is based on 4 hours per week during active construction for 8 weeks (32 hours) plus one hour per week for record keeping/documentation of progress (8 hours). If construction exceeds these time frames, or if CIP 6 does not run concurrent to CIP 5, additional fees may be required.

Observations will not be exhaustive or extend to every aspect of Design Builder's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Design Engineer will evaluate whether Design Builder's work is generally proceeding in accordance with the Contract Document and keep FPUA informed of the general progress of the work.

The Design Engineer will not supervise, direct, or control Design Builder's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by the Design Builder, for safety programs incident to Design Builder's work, or for failure of Design Builder to comply with laws. Design Engineer does not guarantee Design Builder’s performance and has no responsibility for Design Builder's failure to perform in accordance with the Contract Documents.

Design Engineer is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

The Design Engineer will participate in a substantial completion walk through and document required punch list items to be addressed prior to final walk through. A final walk through will then be conducted upon final completion.

The Design Engineer will work with the Design Builder to prepare the record drawings for this project. The Design Builder shall be responsible for the preparation of the as-built survey. This task will include startup and testing support and review of the O&M Manual assembled by the Design Builder.

The Design Engineer will participate in 10 monthly meetings during the construction of CIP 6. This CIP will run concurrently with CIP 5. The monthly meetings can and will be combined, and therefore, no additional fee is included for CIP 6 monthly meetings. If the projects do not run concurrently and additional monthly meetings are necessary, additional fee may be required.

TASK 3 ASSUMPTIONS:

- Design will progress directly from preliminary configuration to 60 percent design (no interim deliverables)
- FPUA will pay all permit application and other fees directly.
- No T&E species study is required for this site.
- All easements and additional ROW shall be secured by FPUA.
- FPUA shall coordinate with in-house electric group if an electrical service upgrade is required.
- CIP 6 will run concurrently with CIP 5.
- Piping and valving already in place to facilitate redirection to the west (per FPUA).

Task 4 CIP 7 – LS E Improvements

CIP 7 previously included proposed modifications to LS D, LS 41 and LS 56. With the above recommended improvements to LS F and LS G, those modifications are no longer required so long as the following modifications are made to LS E. CIP 7 has now been updated to reflect only LS E modifications. This CIP now includes the upgrade of the existing two main pumps and addition of a third main pump, and upgrading the two jockey pumps. Pumps are proposed to be upgraded to higher head/flow pumps, with a new main breaker (sizing to be confirmed during design), pump station control panel with VFDs and a temporary generator receptacle/Cam-lock box, VT SCADA coordination and antenna. Site work (grading and site restoration) is anticipated, limited to the areas of the pipeline connections. No structural assessment or resulting structural repairs for the existing wet well are included in this scope of services. Structural services are included for the addition of a permanent emergency standby generator with a base-mounted (belly) fuel tank, sized for 72 hours of run time (minimum). Top slab modifications are anticipated to be required to accommodate the larger pumps as well as core drilling of the wetwell for new connections. It is assumed that the existing pump rails can be repurposed for the new pumps. This Task assumes that emergency power will be provided via permanent generator.

No wet well modifications are anticipated or included in this task (no condition assessment or structural repairs).

To implement the redirection of LS E from the north (LS A) to the west (direct to new Church Booster), off-site piping modifications are required. Approximately 2,500 linear feet (LF) of 12-inch force main is required to connect to LS E as well as a new, 24-inch force main along the same route to connect to a new 24-inch force main along Virginia Avenue and Okeechobee Road (by others). The 2,500 LF of force main routes south from LS E in an existing utility easement that continues to South 3rd Street, then continues south on South 3rd Street, West on Virginia Avenue to Indian Hills Drive, and then west to US-1. Design, permitting and construction of the 2,500 LF segment are included in this Scope of Services. The pipeline design will include route survey (topo and trees), SUE, geotechnical borings and permitting through FDEP. Consistent with Phase 1A projects, FPUA will be responsible for securing the City of Ft. Pierce ROW permitting.

The Design Engineer anticipates the following plan sheets to be generated as part of this effort (subject to modification during design):

G-001	Cover Sheet
G-002	Sheet Index
G-003	General Notes
G-004	Key Map
C-001 to 008	Force main Plan/Profile (LS E to US 1)
C-009	FPUA Standard Details
C-010	FPUA Standard Details
C-011	FPUA Standard Details
M-001	Existing Conditions
M-002	Demolition Plan (if applicable)
M-003	Proposed Plan
M-004	Proposed Plan Sections
M-005	Proposed Plan Sections
M-006	Mechanical Details
M-007	Mechanical Details
M-008	Mechanical Details
S-001	Structural Top Slab Modifications Plan/Sections
S-002	Generator or Bypass Pump Slab/Foundation Plan
S-003	Structural Details/Notes
S-004	Structural Details
E-001	Electrical Notes, Symbols and Abbreviations
E-002	Electrical Site Plan
E-003	Demolition Single Line Diagram
E-004	Proposed Single Line Diagram
E-005	VFD Elementary and Control Wiring Diagram
E-006	Relay Logic Elementary Diagram
E-007	VFD Panel
E-008	System Block Diagram
E-009	Electrical Details

Subtask 4.1 Preliminary Configuration and Coordination

The Design Engineer will subcontract with an electrical engineer to evaluate the existing electrical and controls and prepare a summary of recommended improvements. These recommendations will be presented to FPUA for review and coordination with FPUA's electric utility. A meeting will be conducted with all parties and comments documented for use in preparing the 30 percent design documents.

Subtask 4.2 Survey and Geotech

The survey needed for the design of CIP 7 will be limited to the site boundary (no legal description), surface features and topographic data within the footprint of the existing LS site and the associated SUE work. Geotechnical exploration will be limited to shallow borings for each proposed slab under new electrical panels. The survey for the 2,500 linear feet of pipe route will include topographic data, existing easement/ROW extents, surface features, SUE, tree survey and geotechnical borings including two (2) SPT borings to approximately 10 feet below existing grade a the LS site and ten (10) hand auger borings to 6 feet below grade within the proposed pipe route.

Subtask 4.3 60 Percent Plans

The Design Engineer will use the information collected in Subtasks 4.1 and 4.2 to prepare the 60 percent design. The 60 percent deliverable will include technical specifications and the balance of the anticipated plan sheets, and will be suitable for submitting permit applications. At

this milestone, the Design Builder will provide a draft construction cost estimate for the project. The 60-percent plans will be submitted to FPUA for review and comment. A design review meeting will be held, and applicable comments will be incorporated into the subsequent 90 percent deliverable.

Subtask 4.4 90 Percent Plans and Specifications
The Design Engineer will incorporate comments received at the 60 percent review meeting and progress the design to the 90 percent milestone. The Design Builder will provide an updated draft construction cost estimate for the project. The 90 percent plans will be submitted to FPUA for review and comment. A design review meeting will be held, and applicable comments will be incorporated into the subsequent 100 percent deliverable.

Subtask 4.5 Final Plans and Specifications/GMP Preparation
The final plans and technical specifications will incorporate all applicable review comments, including modifications requested by regulatory agencies during the permitting processes. The final design documents will be suitable for the Design Builder to prepare the GMP for the project and for construction of CIP 5. Final deliverable will include the GMP for approval by FPUA.

Subtask 4.6 Permitting
The Design Engineer will prepare a General Wastewater Collection System permit application for submittal to FDEP for the station upgrades. An FDEP permit will also be prepared for the 2,500 force main extension (Virginia Avenue segment, by others, not included). A FDOT Utility permit will be prepared for any construction connection in the US-1 right of way. A City of Fort Pierce ROW permit will be prepared. All building permits with other authorities having jurisdiction will be obtained by the Design Builder. No other jurisdictional permitting is anticipated for this CIP. The Design Engineer will respond to up to two (2) RAIs from the FDEP, FDOT, City of Fort Pierce. It is assumed that FPUA will coordinate any electrical feed upgrades needed with the electric utility staff. No services are included beyond coordination of needs. No site plan permit modification is anticipated.

Subtask 4.7 Construction Phase Services
This task is limited to the Design Engineer's scope of work for services during construction. The Design Builder's scope of work for the construction phase will be included in the GMP for approval at the completion of each final design milestone. Once design and permitting are complete and the GMP has been awarded, the Design Engineer will begin construction phase administration. A pre-construction meeting will be held with the design team, Design Builder and FPUA (water/wastewater and electric utility staff) prior to commencing construction. The project schedule, work hours, laydown area(s), sequencing, and owner preferences will all be documented in this meeting.

The Design Engineer will review shop drawings for Design Builder's proposed materials for general conformance with the contract design documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders. Any deviations from the design documents that meet the intent of the design will be presented to FPUA for concurrence prior to accepting the alternate item.

The Design Engineer will respond to RAIs from the contractor throughout construction and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be prepared by the Design Builder and approved by FPUA.

The Design Builder anticipates a 10-month construction duration for LS E (to run concurrently to CIPs 5 and 6). It is understood that this includes procurement time and we estimate there to be 4 months of active field work. The field services budget estimate for CIP 7 is based 4 hours per week for 16 weeks (64hours) plus one hour per week for record keeping/documentation of progress (16 hours) for 4 months of active construction.

Observations will not be exhaustive or extend to every aspect of Design Builder's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Design Engineer will evaluate whether Design Builder's work is generally proceeding in accordance with the Contract Document and keep FPUA informed of the general progress of the work.

The Design Engineer will not supervise, direct, or control Design Builder's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by the Design Builder, for safety programs incident to Design Builder's work, or for failure of Design Builder to comply with laws. Design Engineer does not guarantee Design Builder’s performance and has no responsibility for Design Builder's failure to perform in accordance with the Contract Documents.

Design Engineer is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

The Design Engineer will participate in a substantial completion walk through and document required punch list items to be addressed prior to final walk through. A final walk through will then be conducted upon final completion.

The Design Engineer will work with the Design Builder to prepare the record drawings for this project. The Design Builder shall be responsible for the preparation of the as-built survey. This task will include startup and testing support and review of the O&M Manual prepared by the Design Builder.

The Design Engineer will participate in 18 monthly meetings during the construction of CIP 7.

TASK 4 ASSUMPTIONS:

- Design will progress directly from preliminary configuration to 60 percent design (no interim deliverables)
- FPUA will pay all permit application and other fees directly.
- No T&E species study is required for this site.
- All easements and additional ROW shall be secured by FPUA.
- FPUA shall coordinate with their in-house electric group if an electrical service upgrade is required.
- Alternate routing of the 2,500 LF 12-inch and 24-inch force mains resulting in longer LF will require additional fee for both survey and geotechnical services.
- FPUA will secure the City of Ft. Pierce ROW permit for the 2,500 linear feet of pipelines.
- The 2,500 linear feet of pipelines will pass through an existing easement between two residential properties. It is assumed that this easement is of sufficient size to accommodate the existing force main, the proposed 12-inch force main and the 24-inch force main.

- The 12-inch and the 24-inch force mains will be constructed to US-1 simultaneously to avoid disturbing the area twice.
- If the route of the force main changes from that outlined herein, additional design fees may be required. This task does not include identifying, evaluating or proposing alternate alignments.
- NOTE: no as-builts have been provided detailing the baffle wall within the existing LS. It is assumed that no modifications to the baffle wall are required.

Task 5 CIP 12 - Church Booster Station

FPUA has identified a site for the proposed booster station at the intersection of S. Jenkins Road and Altman Road, at the Westside Church campus. FPUA has been coordinating with the Church on the size and availability of the site needed. The Church has tentatively agreed to a location just north of the southern driveway consisting of a 100 foot x 100 foot parcel, and an approximate 25-foot wide utility easement corridor along the driveway entrance from S. Jenkins ROW for the piping to and from the booster station. This task includes preparation of the survey needed to establish and secure the easement or other dedication to convey use of the parcel by FPUA.

To facilitate final negotiations with the Church, the Design Engineer proposes the development of a conceptual site layout prior to engaging the surveyor and geotechnical engineer, as well as a meeting with the church to discuss building aesthetics and expectations for the use of the area. Design will proceed with the typical 30-, 60-, 90-percent and final design milestones once agreement is reached on the site layout, building aesthetics, and use of the area between FPUA and the Church.

The booster station site will include site work, paving and grading, an electrical/mechanical building, pumps and associated mechanical equipment, permanent generator, electrical service, VFDs, motor control centers, and associated electrical equipment to support the pumps, station controls, transformer, and landscaping. It is anticipated that the site will not be fenced within the Church property (TBD; church preference). The Design Engineer will subcontract with an electrical engineer to provide services related to the controls and electrical components.

The Design Engineer anticipates the following plan sheets to be generated as part of this effort (subject to modification during design):

G-001 Cover Sheet
G-002 Sheet Index
G-003 General Notes
G-004 Key Map
C-001 Existing Conditions
C-002 Site Plan
C-003 Paving, Grading, and Drainage Plan
C-004 Yard Piping Plan
C-005 Site Civil Details
C-006 Site Civil Details
C-007 Site Civil Details
C-008 Utility Details
C-009 Utility Details
C-010 Utility Details
S-001 Building Floor Plan

S-002 Building Elevations
S-003 Building Elevations
S-004 Building Sections
S-005 Foundation Plan
S-006 Roof Framing Plan
S-007 Structural Details
S-008 Structural Details
S-009 Structural Details
S-010 Structural Details
S-011 Finish Schedule
M-001 Mechanical Plan
M-002 Mechanical Sections
M-003 Mechanical Sections
M-004 Mechanical Details
M-005 Mechanical Details
M-006 Mechanical Details
M-007 Mechanical Details
M-008 Mechanical Process and Instrumentation Diagram
H-001 Mechanical Legends, Specifications and Schedules
H-002 Mechanical Schedules and Details
H-201 Mechanical Floor Plan
E-001 Electrical Notes, Symbols and Abbreviations
E-002 Electrical Site Plan
E-003 Demolition Single Line Diagram
E-004 Proposed Single Line Diagram
E-005 VFD Elementary and Control Wiring Diagram
E-006 Relay Logic Elementary Diagram
E-007 VFD Panel
E-008 System Block Diagram
E-009 Electrical Details
E-010 Electrical Details
E-011 Electrical Details

Subtask 5.1 Preliminary Site Plan and Pre-Application Meetings

The Design Engineer will prepare a preliminary site plan using aerial photography and property appraiser data, for use in directing the surveyor and geotechnical engineer's work, and to facilitate agreement with the Church as well as pre-application meetings with the City's Planning Department and FDEP. The proposed booster pump station will connect to the proposed force main that runs along Jenkins Road. The design of that force main is underway and will include tees and fittings to allow for connection to/from the pipeline, as well as the crossing of Jenkins Road to the western ROW line. This will allow the booster pump construction to proceed with connection at the ROW line without the need for an additional ROW permit. The force main in design (CIP 2.2) includes stub out piping placed on the west side of Jenkins Road due north of the Church properties southern driveway entrance. The force main will be in place by the time the booster station is constructed.

The preliminary site layout will be circulated to FPUA and a virtual review meeting will be conducted. Comments will be incorporated, and pre-application meetings will be scheduled with both City of Ft. Pierce planning and FDEP (if needed). Design Engineer will coordinate, prepare for and participate in two virtual pre-application meetings. Meeting summaries will be prepared and distributed to all attendees.

Subtask 5.2 Survey
The Design Engineer will subcontract with a licensed surveyor to perform a site topographic survey and boundary survey for the booster station and pipeline corridor, sufficient for obtaining easement or other means of conveyance from the Church to FPUA.

The survey will include a legal description, topographic data, surface features, SUE work, trees within the 100 x 100 parcel and 10 feet beyond, ROW/easements, edge of pavement, neighboring buildings, stormwater features and preparation of a 3D surface. This task does not prepare preparation of the easement documents (beyond a legal description). FPUA will coordinate, negotiate and obtain the required easement(s).

Subtask 5.3 Geotechnical Engineering
The Design Engineer will subcontract with a geotechnical engineering subconsultant to perform geotechnical testing in accordance with applicable ASTM standards. Borings will be located within the building footprint area, generator slab, parking area, drainage area, and pipeline corridor. It is anticipated that the booster station site stormwater runoff will discharge into the existing church stormwater system and drainage design is anticipated to be limited, and therefore, stormwater borings/tests (Usual Open Hole) are not included.

Subtask 5.4 30 Percent Plans
Unlike in Tasks 2 through 4, this Task warrants an additional design milestone to assist with maintaining buy in from all stakeholders (owner, design team, contractors and church) prior to reaching the 60 percent/permitting milestone. The Design Engineer will use the information collected in Subtasks 5.1 through 5.3 to prepare 30 percent project plans (no technical specifications at this milestone), including civil, structural, mechanical and electrical/instrumentation and controls (I&C) details. Design calculations will be performed to size equipment. Equipment vendor coordination will be performed for major pieces of equipment. The 30 percent plans will be submitted to FPUA for review and comment. A design review meeting will be held, and applicable comments will be incorporated into the subsequent 60 percent deliverable.

Subtask 5.5 60 Percent Plans and Specifications
The Design Engineer will incorporate comments received at the 30 percent review meeting and progress the design to the 60 percent milestone. The 60 percent deliverable will include technical specifications, landscape design and building elevations. The drainage is design is anticipated to be limited and includes connecting to the sites existing drainage system. At this milestone, the Design Builder will provide a draft construction cost estimate for the project. The 60 percent plans will be submitted to FPUA for review and comment. A design review meeting will be held, and applicable comments will be incorporated into the subsequent 90 percent deliverable.

Subtask 5.6 90 Percent Plans and Specifications
The Design Engineer will incorporate comments received at the 60 percent review meeting and progress the design to the 90 percent milestone. The Design Builder will provide an updated draft construction cost estimate for the project. The 90 percent plans will be submitted to FPUA for review and comment. A design review meeting will be held, and applicable comments will be incorporated into the subsequent 100 percent deliverable.

Subtask 5.7 Final Plans and Specifications/GMP Preparation
The final plans and technical specifications will incorporate all applicable review comments, including modifications requested by regulatory agencies during the permitting processes. The final design documents will be suitable for the Design Builder to prepare the GMP for the project and for construction of CIP 3. Final deliverable will include the GMP for approval by FPUA.

Subtask 5.8 Permitting
The Design Engineer will prepare permit applications to FDEP for the construction of the booster station and the City planning department (for site development). FPUA will directly pay all permit application fees. The Design Engineer will respond to up to two (2) RAIs for each application. Note that the anticipated schedule is independent of the review times for the regulatory agencies.

Subtask 5.9 Construction Phase Services
This task is limited to the Design Engineer's scope of work for services during construction. The Design Builder's scope of work for the construction phase will be included in the GMP for approval at the completion of each final design milestone. Once design and permitting are complete and the GMP has been awarded, the Design Engineer will begin construction phase administration. A pre-construction meeting will be held with the design team, Design Builder and FPUA prior to commencing construction. The project schedule, work hours, laydown area(s), sequencing, and owner preferences will all be documented in this meeting.

The Design Engineer will review shop drawings for Design Builder's proposed materials for general conformance with the contract design documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders. Any deviations from the design documents that meet the intent of the design will be presented to FPUA for concurrence prior to accepting the alternate item.

The Design Engineer will respond to RAIs from the contractor throughout construction and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be prepared by the Design Builder and approved by FPUA.

The Design Builder anticipates a 15-month construction duration for this project. The Design Engineer will provide six (6) hours per week of field services to observe the construction progress, testing and startup of the station. The budget estimate for CIP 12 is based on 6 hours per week for 65 weeks (390 hours) plus one hour per week for record keeping/documentation of progress (65 hours). If construction exceeds 15 months, additional fees may be required.

Observations will not be exhaustive or extend to every aspect of Design Builder's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Design Engineer will evaluate whether Design Builder's work is generally proceeding in accordance with the Contract Document and keep FPUA informed of the general progress of the work.

The Design Engineer will not supervise, direct, or control Design Builder's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by the Design Builder, for safety programs incident to Design Builder's work, or for failure of Design Builder to comply with laws. Design Engineer does not guarantee Design Builder's performance and has no responsibility for Design Builder's failure to perform in accordance with the Contract Documents.

Design Engineer is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

The Design Engineer will participate in a substantial completion walk through and document required punch list items to be addressed prior to final walk through. The Design Engineer will

provide assistance during station start up. A final walk through will then be conducted upon final completion.

The Design Engineer will work with the Design Builder to prepare the record drawings for this project. The Design Builder shall be responsible for the preparation of the as-built survey. This task will include startup and testing support and review of the O&M Manual prepared by the Design Builder.

The Design Engineer will participate in 15 monthly meetings during the construction of CIP 12.

TASK 5 ASSUMPTIONS:

- FPUA will pay all permit application and other fees directly.
- FPUA will acquire the parcel of land and all ROW/easements required to access the site.
- FPUA will coordinate the power supply to the site (Design Engineer's electrical subconsultant will facilitate needs and design).
- No T&E species study is required for this parcel.
- Mechanical/Electrical Building design will be by the structural engineer as work that is incidental to pump station engineering (no architectural services included).

Task 6 Hydrologic and Hydraulic (H&H) No-Rise Analysis for Moore's Creek Booster Station - *COST TO BE INCLUDED IN PHASE 1A*

The City of Fort Pierce building department has provided comments on the Design Builder's permit application to construct the Moore's Creek Booster Station (previously designed and permitted through FDEP and the City's Site Plan Approval Process under the Phase 1A scope of services). One comment referred to the No-Rise certification previously prepared to accompany the site plan permit application (which was accepted via the planning department process). The building permit comment specifically requests that the previous document be updated to include a hydrologic and hydraulic Analysis to determine if the base flood elevations within the Moore's Creek floodway will be impacted by the project.

Subtask 6.1 Hydrologic and Hydraulic No-Rise Analysis
Kimley-Horn will prepare a hydrologic and hydraulic analysis of the project site for submittal to the City of Fort Pierce (City), to determine if the project will impact base flood elevations (BFE) or floodway elevations within the study area.

The FEMA-effective hydrologic & hydraulic (H&H) modeling associated with the project site is not available in a digital and executable HEC-RAS format based on previous coordination performed with FEMA. Kimley-Horn will therefore use the FEMA FIS water surface elevation at an effective cross section downstream of N 23rd Street and the flow change value at the effective cross section downstream of 29th Street to develop a one-dimensional H&H model of the project site. Kimley-Horn will develop an Existing Conditions H&H Model (ECM) consistent with known pre-project conditions at the project site. Kimley-horn will use the ECM to prepare a proposed conditions H&H model (PCM) of the study area based on proposed conditions at the project site.

If the no-rise case is supported by the H&H modeling performed under this Task, Kimley-Horn will develop an updated No-rise Certification, supported by technical data and signed by a registered professional engineer.

Subtask 6.2 City of Fort Pierce Comment Response

Kimley-Horn will respond up to one round of comments from the City related to the analysis prepared under Subtask 6.1.

TASK 6 ASSUMPTIONS

- FEMA MT-2 Letter of Map Revision application is not included in this proposal
- Floodplain and floodway mapping is not included in this proposal

Task 7 Project Management and Meetings

This task assumes that the design of CIP 5 and 6 will span 4 months in concurrent duration (with permitting time subject to agency reviews). Construction of CIP 5, and CIP 6 is anticipated to span 10 months, with construction being concurrent. CIP 7 and the booster station design is anticipated to begin shortly after the CIP 5 and CIP 6 design and span 12 months. Construction of CIP 7 and booster station (CIP 12) is anticipated to span 15-months. This Task anticipates a total duration of twenty-nine (29) months.

Task 1 and Task 6 will run concurrently with the remainder of the project and are intended to be complete within 30 days of notice to proceed.

This task will provide for those activities required to monitor project budget, progress and scheduling, as well as prepare monthly invoicing for the duration of the project. This task also includes monthly progress meetings (combination of in-person and virtual) and bi-weekly virtual check-in calls.

Task 8 Miscellaneous Meetings

Over the course of the duration of a project of this magnitude, there will inevitably arise the need for additional meetings not accounted for in Tasks 1 through 6. Design Engineer has accounted for an additional 40 hours of meetings (for various staff members and subconsultants). These meetings may include multiple individuals or be limited to specific staff. These meetings shall be at the request of FPUA or recommended by the Design Build team. If the budget is expended prior to the completion of the scope of work, additional fees may be required.

CONTINGENCIES

While the scope of services is detailed above and covers all known aspects of the CIP projects, there may be instances where additional survey or geotechnical borings may be needed once SUE work and initial field work is completed. Rather than requiring addenda to the authorization

for each unknown or additional need, the Design Build team has included a contingency task for both survey and geotechnical work. If needed, the additional work will be detailed and summarized in a cost proposal from the appropriate subconsultant and presented to the Design Builder (and subsequently FPUA) for approval prior to incurring additional cost against these contingency line items. The contingency includes an additional $5,000 for survey needs and $5,000 for geotechnical needs, not to be invoiced without written permission from FPUA. In addition, the above Scope of Services assumes that the existing rails are adequate and in good condition for repurposing for the installation of the new pumps. Should the LS evaluation determine that the rails are not sufficient or require replacement to accommodate the upgraded pumps, minor structural design/details/input may be necessary. The contingency also includes $20,000 for structural/mechanical needs.

COMPENSATION

The Design Build team will provide the services detailed in Tasks 1 through 8, plus contingencies identified above, for a Lump Sum total fee of $2,235,286. Services will be invoiced monthly on a percent-complete basis. The Design Engineer reserves the right to shift budget between tasks and subtasks, as needed, to complete the scope of services outlined herein. A breakdown of the fee by task is provided below for informational purposes.

Preliminary Design Services Budget Summary					
		Kimley-Horn	Subconsultants	TLC	Total
Task 1	**Hydraulic Model Update**	**$ 21,979**	**$ -**	**$ -**	**$ 21,979**
Task 2	**CIP 5 - Lift Station F Upgrades**	**$ 197,410**	**$ 68,788**	**$ 28,800**	**$ 294,998**
2.1	Preliminary Configuration	$ 18,208	$ -	$ -	$ 18,208
2.2	Survey and Geotech	$ 3,158	$ 8,309	$ -	$ 11,467
2.3	60% Plans and Specifications	$ 49,370	$ 15,993	$ 4,900	$ 70,263
2.4	90% Plans and Specifications	$ 29,006	$ 7,788	$ 4,900	$ 41,694
2.5	Final Plans and Specifications/GMP Preparation	$ 22,129	$ 5,484	$ 19,000	$ 46,613
2.6	Permitting - FDEP, Site Plan	$ 3,973	$ 1,162	$ -	$ 5,135
2.7	General Services During Construction (10 Months)	$ 71,566	$ 30,052	$ -	$ 101,618
Task 3	**CIP 6 - Lift Station G Upgrades**	**$ 194,194**	**$ 66,148**	**$ 28,800**	**$ 289,142**
3.1	Preliminary Configuration	$ 18,208	$ -	$ -	$ 18,208
3.2	Survey and Geotech	$ 4,291	$ 8,000	$ -	$ 12,291
3.3	60% Plans and Specifications	$ 48,923	$ 14,533	$ 4,900	$ 68,356
3.4	90% Plans and Specifications	$ 27,834	$ 7,058	$ 4,900	$ 39,792
3.5	Final Plans and Specifications/GMP Preparation	$ 22,028	$ 5,343	$ 19,000	$ 46,371
3.6	Permitting - FDEP, Site Plan	$ 3,973	$ 1,162	$ -	$ 5,135
3.7	General Services During Construction (10 Months)	$ 68,937	$ 30,052	$ -	$ 98,989
Task 4	**CIP 7 - Lift Station E Upgrades**	**$ 314,726**	**$ 165,539**	**$ 28,800**	**$ 509,065**
4.1	Preliminary Assessment	$ 12,606	$ -	$ -	$ 12,606
4.2	Survey and Geotech	$ 7,159	$ 30,755	$ -	$ 37,914
4.3	60% Plans and Specifications	$ 98,736	$ 36,575	$ 4,900	$ 140,211
4.4	90% Plans and Specifications	$ 47,796	$ 18,450	$ 4,900	$ 71,146
4.5	Final Plans and Specifications/GMP Preparation	$ 35,510	$ 11,839	$ 19,000	$ 66,349
4.6	Permitting	$ 3,958	$ 2,516	$ -	$ 6,474
4.7	General Services During Construction (10 Months)	$ 108,961	$ 65,404	$ -	$ 174,365
Task 5	**CIP 12 - Church Booster Station**	**$ 575,636**	**$ 268,440**	**$ 33,700**	**$ 877,776**
5.1	Preliminary Site Plan and Pre-Application Meetings	$ 15,634	$ 2,697	$ -	$ 18,331
5.2	Survey	$ 4,485	$ 13,603	$ -	$ 18,088
5.3	Geotechnical Engineering	$ 1,401	$ -	$ -	$ 1,401
5.4	30% Plans	$ 94,976	$ 33,229	$ 4,900	$ 133,105
5.5	60% Plans and Specifications	$ 96,562	$ 39,289	$ 4,900	$ 140,751
5.6	90% Plans and Specifications	$ 95,544	$ 45,163	$ 4,900	$ 145,607
5.7	Final Plans and Specifications/GMP Preparation	$ 45,678	$ 21,624	$ 19,000	$ 86,302
5.8	Permitting (FDEP, Site Plan and 10-2 Self Cert)	$ 27,493	$ 3,649	$ -	$ 31,142
5.9	General Services During Construction (15 Months)	$ 193,863	$ 109,186	$ -	$ 303,049
Task 6	**H&H No-Rise Analysis for Moore's Creek Booster Station - INCLUDED IN PHASE 1A**	**$ -**	**$ -**	**$ -**	**$ -**
Task 7	**Project Management and Meetings**	**$ 109,258**	**$ 27,861**	**$ 12,200**	**$ 149,319**
Task 8	**Meetings**	**$ 50,807**	**$ -**	**$ 12,200**	**$ 63,007**
	Subtotals	**$ 1,464,010**	**$ 596,776**	**$ 144,500**	**$ 2,205,286**
			Survey Contingency		**$ 5,000**
			Geotechnical Contingency		**$ 5,000**
			Structural Mechanical Contingency		**$ 20,000**
			LUMP SUM GRAND TOTAL		**$ 2,235,286**

Progressive Design-Build
FPUA Systematic Wastewater Conveyance System Redirection to the New Mainland Reclamation Facility

CIP 2.2B – 10 Mile Creek to WRRF Force Main Extension GMP

Exhibit B

August 10, 2026

PALMETTO
Corporate Office
2719 17th St. East
Palmetto, FL 34221

WEST PALM BEACH
7233 Southern Blvd
Suite B-1
West Palm Beach, FL 33413

TAMPA
12814 Dupont Circle
Building B, Suite 4-A
Tampa, FL 33626

941.722.0621
941.722.1382
CG C041816 CU C05396

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TAB 1

NARRATIVE

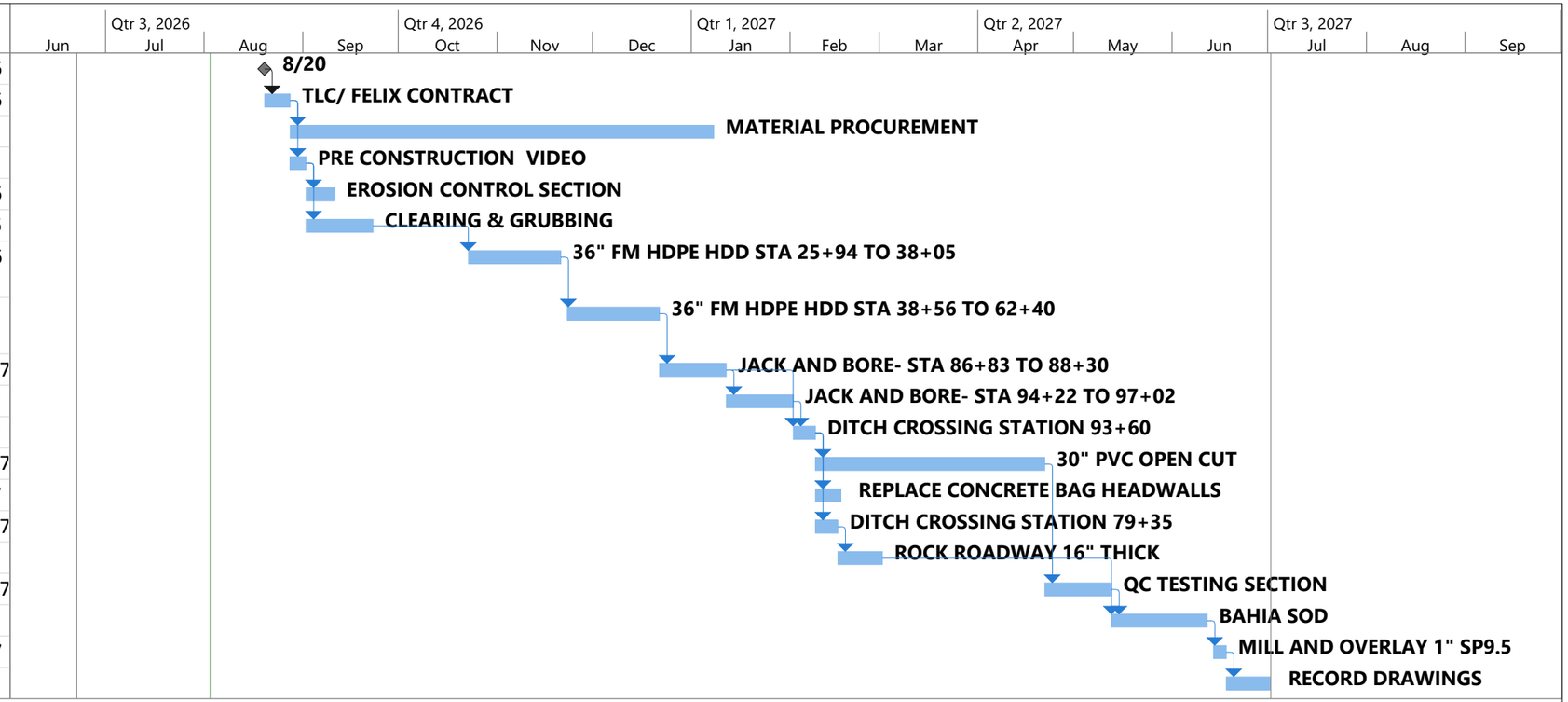
CIP 2.2B includes constructing a new 30-inch force main extension that connects to an existing 30-inch force main (to be installed under project CIP 2.2A) located at the end of South Jenkins Road. The force main will extend through the George LeStrange Preserve, continue south in the North St Lucie River Water Control District (NSLRWCD) Canal No. 101 right of way (ROW), southwest along Glades Cut Off Road ROW including crossing of a Florida East Coast (FEC) rail spur, and crossing the NSLRWCD Canal No. 99. The force main then extends under Glades Cut off Road and FEC rail into the FPUA's Mainland Water Reclamation Facility (MWRF), connecting to the existing 24-inch piping to the headworks.

The project begins by installing the force main via two (2) horizontal directional drills (HDDs) methodology through the George LeStrange Preserve. The force main will be constructed via open-cut methodologies in NSLRWCD Canal 101 ROW and into Glades Cut Off Road. The force main will be installed via Jack and Bore method under the FEC rail spur and via open-cut through NSLRWCD Canal 99. The force main will be constructed via Jack and Bore under Glades Cut-Off Road and FEC rail into the MWRF property and will continue via open-cut method and terminate at a connection to the existing 24-inch piping.

TAB 2

SCHEDULE

ID	Task Name	Duration	Start	Finish
1	BOARD APPROVAL	0 days	Thu 8/20/26	Thu 8/20/26
2	TLC/ FELIX CONTRACT	6 days	Thu 8/20/26	Thu 8/27/26
3	MATERIAL PROCUREMENT	95 days	Fri 8/28/26	Thu 1/7/27
4	PRE CONSTRUCTION VIDEO	3 days	Fri 8/28/26	Tue 9/1/26
5	EROSION CONTROL SECTION	7 days	Wed 9/2/26	Thu 9/10/26
6	CLEARING & GRUBBING	15 days	Wed 9/2/26	Tue 9/22/26
7	36" FM HDPE HDD STA 25+94 TO 38+05	21 days	Fri 10/23/26	Fri 11/20/26
8	36" FM HDPE HDD STA 38+56 TO 62+40	21 days	Mon 11/23/26	Mon 12/21/26
9	JACK AND BORE- STA 86+83 TO 88+	15 days	Tue 12/22/26	Mon 1/11/27
10	JACK AND BORE- STA 94+22 TO 97+	15 days	Tue 1/12/27	Mon 2/1/27
11	DITCH CROSSING STATION 93+60	5 days	Tue 2/2/27	Mon 2/8/27
12	30" PVC OPEN CUT	52 days	Tue 2/9/27	Wed 4/21/27
13	REPLACE CONCRETE BAG HEADWA	6 days	Tue 2/9/27	Tue 2/16/27
14	DITCH CROSSING STATION 79+35	5 days	Tue 2/9/27	Mon 2/15/27
15	ROCK ROADWAY 16" THICK	10 days	Tue 2/16/27	Mon 3/1/27
16	QC TESTING SECTION	15 days	Thu 4/22/27	Wed 5/12/27
17	BAHIA SOD	22 days	Thu 5/13/27	Fri 6/11/27
18	MILL AND OVERLAY 1" SP9.5	4 days	Mon 6/14/27	Thu 6/17/27
19	RECORD DRAWINGS	10 days	Fri 6/18/27	Thu 7/1/27



Project: FPUA 2.2B
Date: Mon 8/3/26

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

TAB 3

ASSUMPTIONS & CLARIFICATIONS

GENERAL NOTES

1. Reference the attached Document List for the basis of this GMP Price Model.

2. Valves are import (Non-AIS Compliant).

3. The price model does not include cost for remediation of hazardous waste materials, testing, abatement, or archeological mitigation. TLC shall be responsible for only those hazardous materials and/or chemicals as brought on site by contractor forces; and shall not be responsible for any existing hazardous conditions not known or foreseen prior to the start of construction. Owner is generator of any pre-existing hazardous material.

4. This Price Model proposes a design builder contingency of 5% of the directs of the project. The Design-Builder shall obtain Owner's written approval prior to using such contingency, which approval shall be promptly provided after receipt of a request from the Design-Builder. Such contingency may be used for any amounts reasonably required to perform or manage the Work to address items that include, but are not limited to: inadvertently omitted during the estimating and bidding process, schedule recovery amounts associated with weather and other causes of delay that are not otherwise compensable, interfacing omissions between and from the various categories of Work, additional amounts incurred due to the withdrawal or disqualification of a subcontractor bid that the Design-Builder had relied upon prior to execution of a written subcontract, general conditions over-runs, amounts associated with subcontractor default, price increases due to unanticipated local labor and material market conditions, permits, additional amounts that may arise or be associated with tariffs and/or price escalation due to such tariffs, selective overtime, or the like.

5. All equipment will be billed per the current Blue Book Rates found at www.equipmentwatch.com.

6. The attached billable rates for labor and equipment will be applicable for the project, allowance, contingency and change order work.

7. GMP does not include Davis Bacon requirements.

8. TLC has not included our Fee on the Allowances. Fee will be assessed when and if these items are utilized.

9. This proposal does not include any changes that may have occurred within CIP 2.2 Edwards Road to Glades Cut Off Road - Section 1. Section 1 extends from Station 0+00 to Station 25+50. Any changes associated with Section 1 shall be addressed through a separate change order.

10. Proposal is based on the Section 2 scope of work extending from approximately Station 25+50 to Station 100+08.

11. East Coast Aggregate/Recycling Access Road Restoration - Pricing is based on utilizing locally available base rock material and not imported lime rock.

12. For open-cut utility installations, pricing includes restoration of the trench section only with:

- 10 inches of FDOT-approved commercial base material
- 6 inches of base material in lieu of the specified 12 inches of Stabilized Subgrade (LBR 40)
- This assumption applies only to the trench restoration width and does not include full roadway reconstruction beyond the limits disturbed by construction.

13. Protected Species/Gopher Tortoises - Gopher tortoise surveys, permitting, relocation permits, recipient site fees, authorized agent services, excavation of occupied burrows, monitoring, reporting, and any costs associated with the relocation or protection of gopher tortoises or other protected species are excluded. Wildlife exclusion fencing and double-row silt fence are also excluded.

14. George LeStrange Preserve Erosion Control - Pricing assumes installation of silt fence along one side of the proposed access path within the George LeStrange Preserve property only.

15. Odor Control Devices - Pricing assumes all odor control media buckets, carbon canisters, odor control cartridges, and associated consumable media required for the odor control systems will be furnished by FPUA.

16. Ditch Crossing Pipe Material - This proposal is based on the installation of 30-inch DR18 PVC pipe at all ditch crossings in lieu of 30-inch polyethylene wrapped ductile iron pipe (DIP).

17. Temporary Earth Ditch Blocks - Pricing includes the installation, maintenance, and removal of temporary earthen ditch blocks required to isolate the ditch during construction of the open-cut crossings. No sheet piling, cofferdams, trench sheeting across the ditch, or other temporary water control structures have been included.

18. Ditch Bypass Pumping - Pricing assumes temporary ditch bypass pumping, where required, utilizing one (1) 6-inch bypass pump. The Contract Documents do not provide ditch flow rates, hydraulic calculations, or required pumping capacities. Additional pumping equipment, standby pumps, temporary piping, fuel, monitoring, or bypass requirements imposed by the Owner, permitting agencies, drainage districts, or the Engineer shall be considered extra work.

19. 22 30-Inch Gate Valves - Pricing is based on furnishing non-AIS 30-inch mechanical joint (MJ) and flanged (FLG) gate valves. Should the Owner require AIS-compliant gate valves, any resulting increase in material costs, procurement lead times, schedule impacts, or associated costs shall be subject to an equitable adjustment.

20. Material Price Validity - Pricing for HDPE pipe, fittings, and related HDPE materials is based on supplier quotations valid for fourteen (14) calendar days from the bid date. Pricing for all other materials is based on supplier quotations valid for ninety (90) calendar days from the bid date. Any material cost increases occurring after the applicable quotation validity period shall be subject to an equitable adjustment.

21. General Material Availability - Bid is based on current material availability and lead times as represented by suppliers. Contractor shall not be responsible for delays, additional costs, or impacts resulting from manufacturer shortages, allocation programs, production interruptions, shipping delays, import restrictions, or other supply chain disruptions beyond its control.

TAB 4

GMP PRICE MODEL

Line	Item Description	Quantity	Unit	Unit Price	Total Price
CIP 2.2B Edwards Road to Glades					
Mobilization					
	Mobilize/Demobilize - 2.13%	1.00	LS	$ 270,715.00	$ 270,715.00
			Total Price - MOBILIZATION		**$ 270,715.00**
General Conditions					
	General Conditions	1.00	LS	$ 513,200.16	$ 513,200.16
			Total Price - GENERAL CONDITIONS		**$ 513,200.16**
Jenkins Road FM Extension					
	Felix	1.00	LS	$ 10,252,987.00	$ 10,252,987.00
			Total Price - JENKINS ROAD FM		**$ 10,252,987.00**
Contingencies					
	Design-Builder Contingency - 5%	1.00	LS	$ 512,649.35	$ 512,649.35
			Total Price - CONTINGENCIES		**$ 512,649.35**
Allowances					
	Owner Allowance	1.00	LS	$ 100,000.00	$ 100,000.00
	F&I 24" Flow Meter	1.00	LS	$ 50,000.00	$ 50,000.00
			Total Price - ALLOWANCES		**$ 150,000.00**
				SUBTOTAL	**$ 11,699,551.51**
FEE - CIP 2.2B Edwards Road to Glades					
				FEE AFTER DEDUCT - 8.4%	**$ 988,081.15**
				TOTAL BID	**$ 12,687,632.66**

Line	Item	Item Description	Quantity	Unit	Labor	Material	Sub	Equipment	Unit Cost	Total Cost
CIP 2.2B Edwards Road to Glades Cut off Road										
Mobilization										
	Mobilization									
		Bonds	1	LS					$ 136,000.00	$ 136,000.00
		Insurances	1	LS					$ 132,000.00	$ 132,000.00
		Toilets	1	LS					$ 1,337.00	$ 1,337.00
		Project Sign	1	LS					$ 1,378.00	$ 1,378.00
										$ 270,715.00
General Conditions										
	General Conditions									
		Project Staff	1	LS	313280	0	0	0	$ 313,280.00	$ 313,280.00
		Office Staff	1	LS	19360	0	0	0	$ 19,360.00	$ 19,360.00
		Supervision	1	LS	136400	0	0	44160.16	$ 180,560.16	$ 180,560.16
										$ 513,200.16
Edwards Road to Glades Cut off Road										
	Felix									
		Mobilization	1	LS	0	0	460000	0	$ 460,000.00	$ 460,000.00
		Bonds and Insurance	1	LS	0	0	190000	0	$ 190,000.00	$ 190,000.00
		MOT	1	LS	0	0	60000	0	$ 60,000.00	$ 60,000.00
		Erosion Control	1	LS	0	0	40000	0	$ 40,000.00	$ 40,000.00
		QC Testing	1	LS	0	0	15000	0	$ 15,000.00	$ 15,000.00
		Survey & Record Drawings	1	LS	0	0	30000	0	$ 30,000.00	$ 30,000.00
		Pre-Const Video	1	EA	0	0	1800	0	$ 1,800.00	$ 1,800.00
		Post-Const Video	1	EA	0	0	1800	0	$ 1,800.00	$ 1,800.00
		Clear & Grubbing	1	LS	0	0	40000	0	$ 40,000.00	$ 40,000.00
		Tie Into Existing FM	2	EA	0	0	6000	0	$ 6,000.00	$ 12,000.00
		Remove/Replace 12" Cap Culvert	86	LF	0	0	150	0	$ 150.00	$ 12,900.00
		Remove/Replace 18" Cap Culvert	44	LF	0	0	200	0	$ 200.00	$ 8,800.00
		Remove/Replace 24" Cap Culvert	124	LF	0	0	160	0	$ 160.00	$ 19,840.00
		Remove/Replace 30" Cap Culvert	60	LF	0	0	210	0	$ 210.00	$ 12,600.00
		Remove/Replace 18" MES	2	EA	0	0	2500	0	$ 2,500.00	$ 5,000.00
		Remove/Replace Concrete Bag Headwalls	5	EA	0	0	5500	0	$ 5,500.00	$ 27,500.00
		Remove/Replace Chainlink Fencing	120	LF	0	0	100	0	$ 100.00	$ 12,000.00
		24" PVC Open Cut	12	LF	0	0	400	0	$ 400.00	$ 4,800.00
		30" PVC Open Cut	3442	LF	0	0	319	0	$ 319.00	$ 1,097,998.00
		36" PVC Open Cut	20	LF	0	0	640	0	$ 640.00	$ 12,800.00
		30" GV	3	EA	0	0	54300	0	$ 54,300.00	$ 162,900.00
		30" GV in Vault	3	EA	0	0	102000	0	$ 102,000.00	$ 306,000.00
		Fittings	31386	LBS	0	0	42	0	$ 42.00	$ 1,318,212.00
		3" ARV Assy	7	EA	0	0	20000	0	$ 20,000.00	$ 140,000.00
		Jack and Bore - STA 86+93 to 88+30	137	LF	0	0	6000	0	$ 6,000.00	$ 822,000.00
		Jack and Bore - STA 94+28 to 96+98	270	LF	0	0	6000	0	$ 6,000.00	$ 1,620,000.00
		36" FM HDPE HDD - STA 26+14 to 38+05	1191	LF	0	0	920	0	$ 920.00	$ 1,095,720.00
		36" FM HDPE HDD - STA 38+70 to 62+42	2372	LF	0	0	940	0	$ 940.00	$ 2,229,680.00
		Ditch Crossing Station 79+40	107	SY	0	0	530	0	$ 530.00	$ 56,710.00
		Ditch Crossing Station 93+60	107	SY	0	0	530	0	$ 530.00	$ 56,710.00
		Rock Roadway 16" Thick	1614	SY	0	0	39	0	$ 39.00	$ 62,946.00
		Regrade and Refresh Rock Roadway 3" Thick	1300	SY	0	0	11	0	$ 11.00	$ 14,300.00
		Dirt Roadway 6" Thick	134	SY	0	0	18	0	$ 18.00	$ 2,412.00
		Header Curb	54	LF	0	0	120	0	$ 120.00	$ 6,480.00
		Asphalt Trench Rest Det. LD-2	171	SY	0	0	285	0	$ 285.00	$ 48,735.00
		Mill and Overlay 1" SP9.5	624	SY	0	0	56	0	$ 56.00	$ 34,944.00
		Bahia Sod	20000	SY	0	0	10	0	$ 10.00	$ 200,000.00
		Signage	1	LS	0	0	10400	0	$ 10,400.00	$ 10,400.00
										$ 10,252,987.00
Contingencies										
	Contingencies									
		Design-Builder Contingency - 5%	1	LS					$ 512,649.35	$ 512,649.35
										$ 512,649.35
Allowances										
	Allowances									
		Owner Allowance	1	LS					$ 100,000.00	$ 100,000.00
		F&I 24" Flow Meter	1	LS					$ 50,000.00	$ 50,000.00
										$ 150,000.00
									SUBTOTAL	$ 11,699,551.51
									SUBTOTAL	$ 11,699,551.51

BILLABLE RATES

Description	Billable Rate	Hours	Total
Construction Manager	$ 200.00	352	$ 70,400
Project Manager	$ 150.00	880	$ 132,000
Project Engineer	$ 100.00	880	$ 88,000
Project Field Engineer	$ 60.00	0	$ -
Superintendent	$ 155.00	880	$ 136,400
Safety HSE	$ 130.00	176	$ 22,880
Purchasing Agent	$ 55.00	176	$ 9,680
Admin	$ 55.00	176	$ 9,680
			$ 469,040

Superintendent Truck	$ 44.57	880	$ 39,222
Superintendent Truck Fuel	$ 5.61	880	$ 4,939
			$ 44,160

$ 513,200

TAB 5

DOCUMENTS LIST

TYPE	DOCUMENT NAME	DATE
Drawings	CIP2.2 - EDWARDS RD TO GLADES CUT OFF RD FM EXTENSION	JULY 2026

TAB 6

QUOTES

Felix Civil

PROPOSAL

Felix Civil Construction, LLC.

8528 SW Kansas Ave.

Stuart, Fl. 34997

FPUA CIP 2.2- Edwards Rd to Glades Cut Off Rd Ext- Section 2 R1

Quote To:	TLC Diversified	Job Name:	FPUA 2.2 Section 2- Edwards to Glades
Attn:	Eric Macek	Bid Date:	7-30-2026
Phone:	941-807-5885	Revision Date:	7-30-2026
		Submitted by:	Jacob Ertle
		Phone:	772-220-2722

Bid Plans Dated: July 16th, 2026

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MOBILIZATION	1.00	LS	460,000.00	460,000.00
20	BONDS AND INSURANCE	1.00	LS	190,000.00	190,000.00
30	MOT SECTION	1.00	LS	60,000.00	60,000.00
40	EROSION CONTROL SECTION	1.00	LS	40,000.00	40,000.00
50	QC TESTING SECTION	1.00	LS	15,000.00	15,000.00
60	SURVEY AND RECORD DRAWINGS	1.00	LS	30,000.00	30,000.00
70	PRE CONSTRUCTION VIDEO	1.00	LS	1,800.00	1,800.00
75	POST CONSTRUCTION VIDEO	1.00	LS	1,800.00	1,800.00
80	CLEARING & GRUBBING	1.00	LS	40,000.00	40,000.00
110	TIE INTO EXIST FM	2.00	EA	6,000.00	12,000.00
130	REMOVE AND REPLACE 12" CAP CULVERT	86.00	LF	150.00	12,900.00
140	REMOVE AND REPLACE 18" CAP CULVERT	44.00	LF	200.00	8,800.00
145	REMOVE AND REPLACE 24" CAP CULVERT	124.00	LF	160.00	19,840.00
147	REMOVE AND REPLACE 30" CAP CULVERT	60.00	LF	210.00	12,600.00
150	REMOVE AND REPLACE 18" MES	2.00	EA	2,500.00	5,000.00
160	REMOVE AND REPLACE CONCRETE BAG HEADWALLS	5.00	EA	5,500.00	27,500.00
165	REMOVE AND REPLACE CHAINLINK FENCING	120.00	LF	100.00	12,000.00
170	24" PVC OPEN CUT	12.00	LF	400.00	4,800.00
190	30" PVC OPEN CUT	3,442.00	LF	319.00	1,097,998.00
195	36" PVC OPEN CUT	20.00	LF	640.00	12,800.00
210	30" GV	3.00	EA	54,300.00	162,900.00
220	30" GV IN VALVE VAULT	3.00	EA	102,000.00	306,000.00
230	FITTINGS	31,386.00	LBS	42.00	1,318,212.00
240	3" ARV ASSY	7.00	EA	20,000.00	140,000.00
250	JACK AND BORE- STA 86+93 TO 88+30	137.00	LF	6,000.00	822,000.00
260	JACK AND BORE- STA 94+28 TO 96+98	270.00	LF	6,000.00	1,620,000.00
270	36" FM HDPE HDD STA 26+14 TO 38+05	1,191.00	LF	920.00	1,095,720.00
280	36" FM HDPE HDD STA 38+70 TO 62+42	2,372.00	LF	940.00	2,229,680.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
290	DITCH CROSSING STATION 79+40	107.00	SY	530.00	56,710.00
295	DITCH CROSSING STATION 93+60	107.00	SY	530.00	56,710.00
340	ROCK ROADWAY 16" THICK	1,614.00	SY	39.00	62,946.00
345	REGRADE AND REFRESH ROCK ROADWAY 3" THICK	1,300.00	SY	11.00	14,300.00
350	DIRT ROADWAY 6" THICK	134.00	SY	18.00	2,412.00
360	HEADER CURB	54.00	LF	120.00	6,480.00
370	ASPHALT TRENCH REST. DETAIL LD-2	171.00	SY	285.00	48,735.00
380	MILL AND OVERLAY 1" SP9.5	624.00	SY	56.00	34,944.00
390	BAHIA SOD	20,000.00	SY	10.00	200,000.00
400	SIGNAGE	1.00	LS	10,400.00	10,400.00
GRAND TOTAL					**$10,252,987.00**

June 5, 2026

Felix Civil Construction, LLC
8528 SW Kansas Ave
Stuart, FL 34997

Attn: Jacob Ertle

Re: FPUA Jenkins Rd FM, Fort Pierce CIP 2.2 Section 2

Description	UNIT	QTY	RATE	EXTENSION
36" HDPE D. Bore +/- 1,200'	LF	1200	$ 425.00	$ 510,000.00
36" HDPE D. Bore +/- 2,350'	LF	2350	$ 450.00	$ 1,057,500.00
Mobilization	LS	1	$ 25,000.00	$ 25,000.00
			TOTAL	$ 1,592,500.00

- **Working hours for HDD scope will be 7AM – 7PM (Daylight Hours). Pricing to be adjusted if working hours described herein are not allotted. Any changes to working hours must be provided by the GC to AFHDD in advance of contract execution.** _____**Contractor Initials**
- **The client is responsible for providing equipment, shoring, and labor for excavation deeper than four feet for entry and exit pit construction and maintaining pit until completion of MJ adapter fusion.** _____**Contractor Initials**

_____Contractor Initials _____ Subcontractor Initials

ADDITIONAL COSTS:

1. **Mobilization and Demobilization:**
   Additional mobilization and demobilization to the site for any reason will be based on the size of the HDD spread per move each way. (Terms & Conditions, HDD Spread shown below).
2. If AFHDD must return to site at a later date to install MJ adapters, additional rates will apply.
3. **Standby Time:**
   This proposal excludes stand-by time due to delays or suspension of operations for any reason not caused by AFHDD, its subcontractors, or its suppliers. Such reasons include waiting on the Owner or General Contractor to complete any portion of their work or changes in site conditions. AFHDD's standby rate for the HDD Spread is dependent on the spread size.

TERMS & CONDITIONS:

1. **Underground Obstructions:**
   All Florida HDD, LLC will request utility locates as per job site requirements. The client is responsible for providing the exact location and depth of any utilities or obstructions not covered by local "One Call Service," or for utilities under asphalt, concrete, or any surface preventing hand excavation. AFHDD will not be responsible for additional locates not covered by the local "One Call Service."
2. **Work Stoppages:**
   The proposal assumes no work stoppages caused by the client or others. Work stoppages caused by others will incur the following stand-by rates:
3. **HDD Spread:**

   10K Lb. HDD spread @ $475 per hr. up to five hours, or $3,800 per shift. Demob/Remob @ $2,500

   20K Lb. HDD spread @ $687.50 per hr. up to five hours, or $5,500 per shift. Demob/Remob @ $4,000

   40K Lb. HDD spread @ $937.50 per hr. up to five hours, or $7,500 per shift. Demob/Remob @ $5,000

   60K Lb. HDD spread @ $1,312.50 per hr. up to five hours, or $10,500 per shift. Demob/Remob @ $6,500

   100K Lb. HDD spread @ $1,562.50 per hr. up to five hours, or $12,500 per shift. Demob/Remob @ $7,500

   200k Lb. HDD spread @ $2,187.50 per hr. up to five hours, or $17,500 per shift. Demob/Remob @ $15,000

4. **Site Access:**
   The client is responsible for providing access to the drill rig and necessary equipment. If access is not possible, the client will arrange for the required equipment to support the drill rig and other necessary equipment.
5. **MOT/Traffic Control:**
   The client is responsible for providing/setting up any required MOT, unless otherwise noted.
6. **Landscape/Concrete/Asphalt:**
   AFHDD will not remove or replace any landscape, concrete, or asphalt unless explicitly included in this proposal.

_____Contractor Initials _____ Subcontractor Initials

7. **Entry & Exit Pit Construction:**
   The client is responsible for providing equipment, shoring, and labor for excavation deeper than four feet for entry and exit pit construction.

8. **Testing & Tie-ins:**
   All testing and tie-ins are the client's responsibility unless stated otherwise.

9. **Survey Information:**
   The client must provide all survey information needed for boring, including the running line, entry and exit points, and any relevant elevations.

10. **Client Representative:**
    A client representative must be present during the drilling process to confirm bore placement. If no representative is present, the client assumes all responsibility for placement deficiencies.

11. **Bore Path Design:**
    AFHDD will execute the bore based on the client's plans and specifications. If AFHDD is required to provide a bore path design, the service will be billed at $4,500 per occurrence. The client must provide layout information, including entry/exit points, lateral locations, and existing utilities. If the bore path is adjusted or moved, different from engineered planed bore path, AFHDD will require new engineering drawings developed, signed and sealed by a Professional Engineer (P.E) within the state of Florida OR general contractor assumes responsibility for bore.

12. **Payment Terms:**
    Pricing is valid for 30 days, unless otherwise agreed. Final payment is due within 45 days of the final invoice.

GENERAL CONDITIONS & PRICING ASSUMPTIONS:

- Prices include drilling and pulling the HDD installation of the product pipe.
- Post-bore profiles will be provided.
- AFHDD is responsible for hauling bentonite offsite, unless otherwise noted.
- AFHDD assumes no underground obstacles like caverns or unknown objects will be encountered. If such obstacles exist, AFHDD reserves the right to cease operations and renegotiate terms. If unresolved, standby rates and mobilization charges will apply.

EXCLUSIONS FROM HDD SCOPE (PROVIDED BY OTHERS):

- The client must provide ample access to the project right-of-way, drill pad, and work areas.
- Utilities not located by "One Call" are the client's responsibility.
- Any hazardous waste or contaminated soil removal is excluded.
- Restoration of work areas will be completed by others at no cost to AFHDD. Pre-determined limits to be established.
- Permits, licenses, and approvals must be provided by the client.
- Noise mitigation requirements are the client's responsibility.

_____Contractor Initials _____ Subcontractor Initials

TERMS:

- Working hours for HDD scope will be 7AM – 7PM (Daylight Hours). Pricing to be adjusted if working hours described herein are not allotted. Any changes to working hours must be provided by the GC to AFHDD in advance of contract execution.
- Night work to carry additional costs.
- Proposal excludes sales, use, and occupational taxes.
- Terms must be mutually agreeable, with the proposal attached to the contract.
- Damages caused by AFHDD must be reported within five calendar days, with 48 hours allowed for rectification.
- Bore logs are provided upon payment.
- Proposal valid for 30 days and contingent on rig availability.
- No retainage will be withheld by the client.
- Payment is due within 45 days of the invoice date.

*****All Florida HDD, LLC's proposal must be added to the sub-agreement as an exhibit/addendum*****

GC: _____ **All Florida HDD, LLC**

By: _____ **By:** _____

Printed Name: _____ **Printed Name:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____

Witness: _____ **Witness:** _____

Printed Name: _____ **Printed Name:** _____

_____Contractor Initials _____ Subcontractor Initials

Caulfield & Wheeler, Inc.
7900 Glades Road, Suite 100
Boca Raton, Florida 33434
Ph: (561)392-1991 • Fax: (561)750-1452

To: Estimating Department

Revised: 5/26/2026
Proposal #: 03-26-151
Date: 5/19/2026

From: David P. Lindley, PLS
Vice President

PROJECT NAME: **Fort Pierce Utilities Authority Systematic Wastewater Conveyance System Redirection to the New Mainland Reclamation Facility**
CIP 2.2 - Edwards Road to Glades Cutoff Road FM Extension

Item No.	Description of Work	Section 1	Section 2
1	Calculations	$1,600.00	$3,000.00
2	Verify Boundary Controls & Vertical Control	$1,000.00	$1,000.00
3	Stakeout Centerline Columns	Not Included	Not Included
4	Stakeout Machine Control	Not Included	Not Included
5	Stakeout Building w/ Offsets	Not Included	Not Included
6	Stakeout Building Pad	Not Included	Not Included
7	Asbuilt Building Pad	Not Included	Not Included
8	Formboard Building	Not Included	Not Included
9	Stemwall Building	Not Included	Not Included
10	Stakeout Subgrade	Not Included	Not Included
11	Stakeout Finish Curbing & Bluetops (Curbed Road 24' or Less we do not include Centerline Bluetops in our pricing)	Not Included	Not Included
12	Stakeout Tin Tabs (as required)	Not Included	Not Included
13	Stakeout Storm Drainage	Not Included	Not Included
14	Asbuilt Storm Drainage	Not Included	Not Included
15	Stakeout Sanitary Sewer	Not Included	Not Included
16	Asbuilt Sanitary Sewer	Not Included	Not Included
17	Stakeout Water Distribution	Not Included	Not Included
18	Asbuilt Water Distribution	Not Included	Not Included
19	Stakeout Crossings	Not Included	Not Included
20	Rock OR Paving Asbuilts	Not Included	Not Included
21	Stakeout Lakes/Retention Areas	Not Included	Not Included
22	Asbuilt Lakes/Retention Areas	Not Included	Not Included
23	Stakeout Dumpster	Not Included	Not Included
24	Stakeout Force Main	$3,200.00	$8,600.00
25	Asbuilt Force Main	$4,800.00	$10,000.00
26	Final Survey	Not Included	Not Included
27	FEMA Elevation Certificate	Not Included	Not Included
28	Stakeout Light Poles **($800.00 Minimum)**	Not Included	Not Included
29	Set Staff Gauges	Not Included	Not Included
30	Prints/Mylars **(Time & Materials- Estimate Only)**	$400.00	$400.00
31	Asbuilt Lake Bottoms **(Alternate required in Broward)**	Not Included	Not Included
32	***Broward County Record Drawings***	N/A	N/A
	Total Fee for Services Defined Above:	**$11,000.00**	**$23,000.00**

Caulfield & Wheeler, Inc.
7900 Glades Road, Suite 100
Boca Raton, Florida 33434
Ph: (561)392-1991 • Fax: (561)750-1452

To: Estimating Department

Revised: 5/26/2026
Proposal #: 03-26-151
Date: 5/19/2026

From: David P. Lindley, PLS
Vice President

PROJECT NAME: **Fort Pierce Utilities Authority Systematic Wastewater Conveyance System Redirection to the New Mainland Reclamation Facility**
CIP 2.2 - Edwards Road to Glades Cutoff Road FM Extension

Item No.	Description of Work	Section 1	Section 2
	Alternates:		
33	Stakeout Lift Station Slab or Fence	$300.00	$300.00
34	Monthly Asbuilts	$1,200.00 Each	$1,200.00 Each
35	Stakeout Silt Fence **($750.00 Minimum)** x 5100 = $1530	$0.30/ LF ($750 Min)	$0.30/ LF ($750 Min)
36	Stakeout Silt Fence Through Woods **($750.00 Minimum)**	$2.00/ LF ($750 Min)	$2.00/ LF ($750 Min)
37	Stakeout Preserve Fence Through Woods **($750.00 Minimum)**	$2.00/ LF ($750 Min)	$2.00/ LF ($750 Min)
38	Stakeout Sidewalks not along curb/edge of pavement **($750.00 Minimum)**	$2.00/ LF ($750 Min)	$2.00/ LF ($750 Min)
39	Stakeout Walls/Fences **($750.00 Minimum)**	$1.50/ LF ($750 Min)	$1.50/ LF ($750 Min)
40	Stakeout Berm/Swale Centerline **($750.00 Minimum)** 605 x 1.5 =907.50	$1.50/ LF ($750 Min)	$1.50/ LF ($750 Min)
41	Asbuilt Berm/Swale Centerline **($750.00 Minimum)** 605 x 1= 605	$1.00/ LF ($750 Min)	$1.00/ LF ($750 Min)
42	Phasing of Asbuilt Drawings **($750.00 Minimum)**	Time & Materials ($750.00 Min)	Time & Materials ($750.00 Min)
43	Transcribe Asbuilts per Plan Revision	$500.00	$500.00
44	Submit Drainage Before Paving	$300.00	$300.00
	*****Record Drawings support to be produced by others.*****		
	*****Pricing valid for 90 days. ALL pricing will need to be verified and confirmed after 90 days.*****		

23,000 + 3042.50 = $26,042.50

To: Estimating Department

Date: 5/26/2026
Proposal #: 03-26-151

From: David P. Lindley, PLS
Vice President

PROJECT NAME: Fort Pierce Utilities Authority Systematic Wastewater Conveyance Syste Redirection to the New Mainland Reclamation Facility

NOTE: Any other miscellaneous services outside the scope of services listed above, requested by the Client, will be performed at our prevailing hourly rates based upon actual work performed.

Principals	$250.00/hr.
Expert Witness Testimony	$300.00/hr.
Professional Land Surveyor	$170.00/hr.
UAS Aerial Lidar Laser Scanning & Photogrammetry	$290.00/hr.
Mobile Lidar Laser Scanning	$290.00/hr.
USV Hydrographic Echo Sounder	$250.00/hr.
HDS Scanner Field Crew	$250.00/hr.
Survey Crew	$185.00/hr.
Engineering Design	$170.00/hr.
Landscape Architect/Site Planning	$180.00/hr.
CADD Technician/Draftsperson	$100.00/hr.
Engineering Inspector	$100.00/hr.
Office Technician	$90.00/hr.
Prints	$0.50/s.f.
Mylars	$6.00/s.f.
USB Drive	$20.00/ Each
Federal Express/Overnight Deliveries	Cost plus 13%
Federal Express First Overnight Deliveries	Cost plus 13%
Courier Deliveries	Cost plus 13%
Subcontractors	Cost plus 13%

Accepted by:

Signature

Print Name

Title

Date

Sincerely,
Caulfield & Wheeler, Inc.

David P. Lindley, PLS
Vice President

PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

PROPOSAL / CONTRACT AGREEMENT

Ranger Construction Industries, Inc

Offices

1645 N. Congress Ave	1200 Elboc Way	4510 Glades Cut Off Rd
West Palm Bch, FL 33409	Winter Garden, FL 34787	Fort Pierce, FL 34981
(561) 793-9400	(407) 656-9255	(772) 464-6460

Contact: Loren Ewert Email: loren.ewert@rangerconstruction.com Proposal # **2606022**

Quote To:	**Felix Associates of Florida, Inc**	**Bid Date:**	06/02/2026
Address:	8526 SW Kansas Avenue Stuart, FL 34997	**Project Name:**	FPUA Edwards to Glades Cutoff FM Ext. Section 2
Phone No:	(772) 220-2722	Project Number:	
Contact:	Jacob Ertle	Addendum:	
E-Mail Address:	jertle@felixcivil.com	Plans Eng. /Date:	

Client #	Description	Quantity	Unit	Unit Price	Ext Price
	Mobilization	1.000	EA	$3,010.00	$3,010.00
	Milling 1"	624.000	SY	$ 13.70	$8,548.80
	Asphalt SP-C 9.5_1" (One Lift)	624.000	SY	$ 29.55	$18,439.20
				Grand Total:	**$29,998.00**

General Conditions:

1. Ranger's proposal including all notes, terms and conditions mentioned here-in must be signed where stated. Should the Owner or Contractor require a form other than Ranger's Contract Agreement, Ranger's full proposal must be referenced as an attachment in the contract and must be signed by an authorized representative of both companies.
2. **Unless otherwise indicated in writing, this quotation expires 30 days from date of proposal. This proposal may be extended for additional periods of time, at the sole discretion of Ranger.**
3. **This proposal was based upon Rangers work to be completed by 05/31/2027 regardless of any delays. Should the project fail to be completed by that date, Ranger reserves the right to renegotiate an adjustment to the prices quoted.**
4. Ranger's bid was based on up to 1 mobilization for the Asphalt paving operations. Each additional mobilization to be billed at $7,000 each. A mobilization is defined as any time Ranger moves onto the project or is required to move equipment to a different location on the project. If transports are required, a mobilization will be charged.
5. If the project includes any milling, the number of mobilizations for the milling was based on (1) mobilization. Each additional Mobilization to be billed at $2,500 each.
6. If leveling is required which is not indicated in the plans and requires to be performed in a separate operation, will be billed at a rate of $200 per ton. Asphalt overruns will be billed at a rate of $130.00 per ton.
7. Prices were based on using recycled Asphalt products (RAP) unless otherwise specified. The asphalt thickness is based on average thickness (Not Minimum) unless otherwise specified.
8. Ranger is not an engineering firm. Ranger will not be responsible for any pavement failures which may occur by performing work specified by owner or suggested by Ranger to meet owner's budget.
9. As the original base was designed and previously installed by others, Ranger cannot guarantee this asphalt surfacing against possible future cracking, settlement, drainage problems, minor birdbaths or root heave by adjacent plant material. We do, however, guarantee our own work against all defects in materials and workmanship for a period of one year.
10. If the project consists of multiple lifts of asphalt, retainage shall be released upon completion of first lift of asphalt, if the final lift will not be completed within 30 days or less from completion of previous lift.
11. Cracks in the existing asphalt will reflect through the new asphalt over time
12. New asphalt pavement is subject to scuffing, marking and tire tracks. Ranger is not responsible for these issues.
13. Ranger will not be responsible for "Bird Baths "or Water flow on the project when the design grade is less than 1.0 percent fall.
14. Unless the item is bid as a Lump Sum (LS) item, all prices are per unit and final payment to be based on the actual units of work performed on the project. All monies not paid when due shall bear interest at maximum rate allowed by law.
15. Ranger shall not be responsible for any pre-existing environmental or hazardous conditions.
16. If this project requires special or prevailing wages, unit price may be affected, and this proposal shall be subject to revision.
17. Ranger will not be responsible for any damage caused by vibratory rollers required to achieve the required densities on the project. (i.e. broken windows, cracked foundations, structures etc.)
18. Proposal based upon all quoted items being awarded as a package.

19. This quotation and agreement shall be governed by the laws of the State of Florida, without regard to principles of conflicts of laws. Venue of all proceedings shall be in Palm Beach County, Florida and Client waives its rights in selection of venue and hereby consents to jurisdiction.
20. No back charges or claims of the client shall be considered by Ranger, unless presented in writing. Client shall allow Ranger a reasonable opportunity to correct any defect. Failure to do so shall relieve Ranger of any cost obligations thereto.
21. Any changes to this proposal without prior approval from Ranger shall void this proposal. All changes must be initialed by both parties.
22. Ranger will require approximately **1** shifts to complete our work. A shift is defined by working the maximum hours allowed per plan. Any day which Ranger is unable to perform a complete shift, will not count towards the total working shifts needed by Ranger.
23. Any Punch List items must be submitted in writing. No repairs will be made until 90% of the invoice amount has been paid.
24. If quantities are provided by client, pricing may be revised if the work is deemed different than represented at the sole discretion of Ranger. If quantities provided by Client vary by more than 10% from plan, Ranger reserves the right to adjust its unit prices.
25. Ranger shall be provided with suitable access to the work area. If Ranger's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be performed and completed so as to permit Ranger to perform its work in an uninterrupted single shift operation. Delays to Ranger shall be paid at a rate of $800.00 per hour.
26. Only light sweeping included, no removal of lime rock wedges or heavy sweeping included.
27. Ranger shall not be held responsible for pavement damage due to hydrostatic pressure, solvent/fuel/oil damage, subgrade or base failure, or any other cause not clearly indicating Ranger's negligence.
28. Ranger assumes when contacted by contractor that base/subbase are within specification tolerance, design elevation & cross slope. Ranger will be compensated per unit rate for any overruns due to elevation/ cross slope corrections of no fault of Ranger.
29. If new asphalt is to be laid directly onto existing pavement that has previously been seal coated, Ranger shall not be responsible for pealing/raveling/sliding/delaminating/deterioration of the new asphalt overlay.
30. If an agent and/or attorney is employed by Ranger for collection of any delinquent payment, client agrees to pay in addition to the service charges, all fees for the services of such agent and/or attorney (including but not limited to all fees and cost incident to any appeals) together with all costs, charges and expenses, regardless of whether or not suit is brought.
31. This proposal specifically excludes the acceptance of a "Pay when Paid" payment clause.
32. This proposal specifically excludes acceptance of "flow down" clauses.
33. This proposal specifically excludes acceptance of "off-set" clauses.
34. Ranger will require a minimum of 3 days production for paving operations per mobilization. If areas provided are not conducive to meeting this requirement Ranger reserves the right for additional compensation.

Inclusions:

1. Quality Control Asphalt testing at the Plant is included in the bid.
2. Quality Control testing for the Asphalt Operations in the field is included in the bid.

Exclusions:

- Survey / Asbuilts
- All non-asphalt CQC sampling and testing
- Prime & Sand
- All Maintenance of Traffic. Prime contractor to provide all MOT (i.e. Flagmen, temp construction signs, barricades, arrow boards, message boards, off duty officers etc.) that may be required for the project.
- Any Permits and fees, utility locations or adjustments, asphalt patching, trench cut repairs, temporary or permanent pavement markings or removal of existing or conflicting pavement markings and RPMs, unless specifically listed as a bid item.
- The above stated exclusions may not list all items. Unless Ranger's quotation specifically states bid item, it is not included in Ranger's scope of work.

FPUA Edwards to Glades Cutoff FM Ext. / 2606022

Signature Sheet

Note: This proposal may be withdrawn by Ranger Construction Industries, Inc. if not signed and received in our offices within 30 days of date of quote.

Submitted By: Loren Ewert Date: 06/02/2026

Loren Ewert

PLEASE SIGN AND RETURN UPON ACCEPTANCE

- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified.
- Monthly progress payments shall be made to Ranger by the 10th of the month for work performed in the previous month. Final Payment shall be made within 10 days of Ranger's completion of its scope of work.
- In the event that the amount herein shown is not paid when due, interest at the prime rate plus 10% per annum shall accumulate on the total due.
- All costs of collection shall be paid by the customer, including reasonable attorney fees.

Accepted by Client

Authorized Signature: _____ **Title:** _____

Date Signed: _____

Accepted by Ranger Construction Industries, Inc.

Upon execution of this proposal by Ranger Construction Industries, Inc's, authorized agent below, this document becomes a contract.

Authorized Signature: _____ **Title:** _____

Date Signed: _____

Wakefield Road Boring, Inc.

Quotation

604 Hillbrath Dr.
Lantana, Fl 33462
Cell Phone 305-987-2208
Cperez@WakefieldRoadBoring.com

DATE July 21, 2026
Quotation # 2026-15

Quote To: Felix Civil Construction, LLC

Quotation valid until: October 19, 2026
Prepared by: Christopher Perez

Job Name: Fort Pierce Force Main

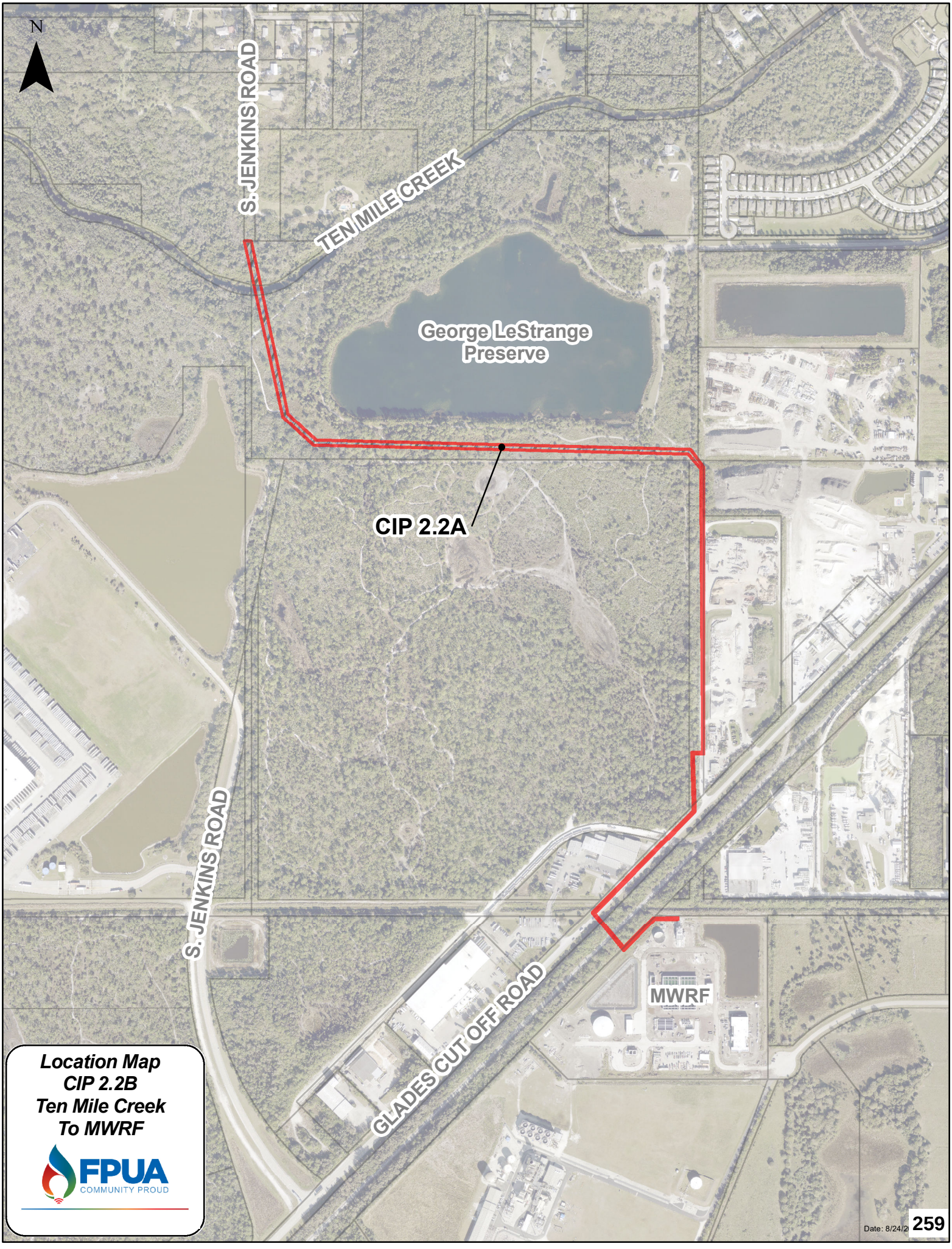
Description	Amount
Jack & Bore 407 l/f of 54" .844 wall steel casing @ $2,792 l/f	**$ 1,136,344.00**
Total	**$ 1,136,344.00**

Price Includes:
Installation and supply of casing only.

Price excludes:
Excavation of pits, dewatering including wellpoints and directional drill operations, maintenance of traffic (M.O.T.), barrier walls, sheeting and sheeting layout/design, engineering survey, restoration, pit backfill, density testing, permits, and any casing testing including pressure testing and TV inspection. Unforeseen obstructions and any delays resulting from unforeseen obstructions are excluded from this proposal. Unforeseen obstructions include, but are not limited to, steel, concrete, stumps, underground cables, contaminated soil, and other subsurface obstructions or conditions. Pricing is based on the total footage provided. No retainage shall be withheld. Billing shall be based on the total linear footage of casing installed.

NOTE:
Bore pits need to be 60'L x 15' W x Depth determined by grade of casing. Receiving pit should be min. 15'x15'. All pits and paths of bores need to be dewatered. Pressure testing must be done immediately after completion of each bore if required.

THANK YOU FOR YOUR BUSINESS!



Location Map
CIP 2.2B
Ten Mile Creek
To MWRF

FPUA
COMMUNITY PROUD

Date: 8/24/2

POA# 22-98
Progressive Design-Build Agreement for the FPUA Systematic Wastewater Conveyance System Redirection to the New Mainland Reclamation Facility

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POA# 22-98Systematic Wastewater Conveyance System Redirection to the New Mainland Reclamation Facility
Progressive Design-Build Agreement for Water and Wastewater Projects (DBIA Doc 545 (2016 1st Ed.)

This **AGREEMENT** is made as of the 7th day of February in the year of 2023, by and between the following parties, for services in connection with the Project identified below:

OWNER:
Fort Pierce Utilities Authority (the "Owner" or "FPUA")
206 S. 6th Street
Fort Pierce, FL 34950

DESIGN-BUILDER:
TLC Diversified, Inc.
2719 17th Street East
Palmetto, Florida 34221

PROJECT:
POA# 22-98 FPUA Systematic Wastewater Conveyance System Redirection to the New Mainland Reclamation Facility

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In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

General

1.1 Duty to Cooperate. Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Agreement.

1.2 Definitions. Terms, words and phrases used in this Agreement shall have the meanings given them in *POA# 22-98 Standard Form of General Conditions of Contract Between Owner and Design-Builder (DBIA535)* (the "General Conditions of Contract") attached as Exhibit D hereto.

1.3 Design Services. Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering, and other design professional services required by this Agreement. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent design professional.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Owner shall provide Design-Builder with Owner's Project Criteria describing Owner's program requirements and objectives for the Project as set forth in Exhibit A. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance, and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications, and other technical materials and requirements prepared by or for Owner.

2.1.2 If Owner's Project Criteria have not been developed prior to the execution of this Agreement, Design-Builder will assist Owner in developing Owner's Project Criteria, with such service deemed to be an additional service for which additional compensation shall be paid by Owner to Design-Builder. If Owner has developed Owner's Project Criteria prior to executing this Agreement, Design-Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria.

2.2 Phased Services.

2.2.1 Phase 1 Services. Design-Builder shall perform the services of design, pricing, and other services for the Project based on Owner's Project Criteria, as may be revised in accordance with Section 2.1 hereof, as set forth in Exhibit B, Scope of Services. Design-Builder shall perform such services to the level of completion required for Design-Builder and Owner to establish the Contract Price for Phase 2, as set forth in Section 2.3 below. The Contract Price for Phase 2 shall be developed during Phase 1 on an "open-book" basis. Design-Builder's Compensation for Phase 1 Services is set forth in Section 7.0 herein. The level of completion required for Phase 1 Services is defined in Exhibit B, Scope of Services (either as a percentage of design completion or by defined deliverables).

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2.2.2 Phase 2 Services. Design-Builder's Phase 2 services shall consist of the completion of design services for the Project, the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the start-up, testing, and commissioning of the Project, and the provision of warranty services, all as further described in the Contract Price Amendment. Upon receipt of Design-Builder's proposed Contract Price for Phase 2, Owner may proceed as set forth in Article 2.3.

2.3 Proposal. Upon completion of the Phase 1 Services and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "Proposal") for the completion of the design and construction for the Project for the Contract Price, which shall be based on a Guaranteed Maximum Price (GMP) with a guaranteed completion date.

2.3.1 The Proposal shall include the following unless the parties mutually agree otherwise:

2.3.1.1 The Contract Price that shall be based on Guaranteed Maximum Price (GMP), which shall be the sum of:

i. Design-Builder's Fee as defined in Section 7.4.1 hereof;
ii. The estimated Cost of the Work as defined in Section 7.5 hereof, inclusive of any Design-Builder's Contingency as defined in Section 7.6.2 hereof; and
iii. If applicable, any prices established under Section 7.1.3 hereof;

2.3.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the Proposal;

2.3.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

2.3.1.4 The Scheduled Substantial Completion Date upon which the Proposal is based, to the extent said date has not already been established under Section 6.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;

2.3.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

2.3.1.6 If applicable, a schedule of alternate prices;

2.3.1.7 If applicable, a schedule of unit prices;

2.3.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the Proposal, and which, if performed, shall be the basis for an increase in the Contract Price and/or Contract Time(s);

2.3.1.9 intentionally deleted;

2.3.1.10 If applicable, Performance Incentives;

2.3.1.11 The time limit for acceptance of the Proposal; and

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2.3.1.12 An Owner's permit list, a list detailing the permits and governmental approvals that Owner will bear responsibility to obtain.

2.3.2 Review and Adjustment to Proposal; Acceptance and Owner's Option to Terminate.

2.3.2.1 After submission of the Proposal, Design-Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Proposal.

2.3.2.2 Upon receipt of the Proposal for Phase 2 Services, at Owner's sole discretion and notwithstanding any other provision of this Agreement including any liquidated damages or change provisions contained herein, Owner may exercise any of the following options outlined in this section:

(a) Accept the Proposal, as may be amended by Design-Builder and Owner, the Contract Price and its basis shall be set forth in an amendment to this Agreement, when mutually agreed between the parties (Contract Price Amendment). Once the parties have agreed upon the Contract Price and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Services, all as further described in the Contract Price Amendment, as it may be revised; or

(b) Request modifications and continue negotiations with Design-Builder on changes to the Proposal, pricing and schedule of the Phase 2 Services to achieve a mutually acceptable basis on which to proceed; or

(c) "Milestone Off-Ramp" - Under this Milestone Off-Ramp option the Owner may reject the Design-Builder's proposal for Phase 2 and either (i) cancel the Project, or (ii) proceed with the Project with another Design-Builder or (iii) issue a new a public solicitation process for the Project. If Owner elects off-ramp option (ii) Owner at its sole discretion may elect to engage Design-Builder or any of its partners or subcontractors to perform additional professional services for Owner pursuant to Section 287.055 and/or 255.065, Florida Statutes, through completion of the project. If Owner terminates the Agreement for convenience under this Milestone Off-Ramp option the Design-Builder shall not be entitled to the payment provided for in Section 9.2 hereof.

The parties acknowledge that under the Milestone Off-Ramp option the Owner's ability to successfully complete the Project may be significantly impacted if Owner elects to terminate Design-Builder's services at the end of Phase I, rather than proceeding to Phase 2 under Article 2 ("Phase 2 Services") and certain design subconsultants are not available to work on the Project or submit proposals. Consequently, Design-Builder agrees that if Owner terminates this Agreement for any reason, Owner shall have the right to contract directly with such design sub-consultants for design-related services on this Project. Design-Builder shall provide in any design sub-consultant agreements that Owner shall have the right to negotiate directly with such design sub-consultants for the continuation of their services with respect to the Project, and that any provisions with respect to copyright or the ownership of the Work Product and, if necessary, confirm Owner's right and license to use the Work Product as may be necessary and prudent for Owner to be able to complete the Project and occupy and use the facility in perpetuity.

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Article 3

Contract Documents

3.1 The Contract Documents are comprised of the following:

3.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with the General Conditions of Contract (Exhibit D);

3.1.2 The Contract Price Amendment referenced in Section 2.3.2.3 herein or the Proposal accepted by Owner in accordance with Section 2.3 herein.

3.1.3 This Agreement, including all exhibits (List for example, performance standard requirements, performance incentive arrangements, markup exhibits, allowances, unit prices, or exhibit detailing offsite reimbursable personnel) but excluding, if applicable, the Contract Price Amendment;

3.1.4 The General Conditions of Contract;

3.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;

3.1.6 Exhibit B, Scope of Services; and

3.1.7 The following other documents, if any:

N/A

Article 4

Interpretation and Intent

4.1 Design-Builder and Owner, at the time of acceptance of the Proposal by Owner in accordance with Section 2.3 hereof, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement, or if applicable, prior to Owner's acceptance of the Proposal. Owner's review is in Owner's capacity as the Project's owner and not as a design professional. The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after Owner's acceptance of the Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 3.1 hereof.

4.2 Terms, words, and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

4.3 If Owner's Project Criteria contain design specifications: (a) Design-Builder is entitled to reasonably rely on the accuracy of the information represented in the design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any design performance specifications, subject to Design-Builder's review and verification in accordance with the applicable standard of care; and (b) Design-Builder shall be entitled to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate

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design specification._The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 5

Ownership of Work Product

5.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and/or patents, subject to the provisions set forth in Sections 5.2 through 5.5 below.

5.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a perpetual limited license to use the Work Product in connection with Owner's occupancy, repair, replacement, expansion or modification of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Design-Builder Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 7.5.1(e) of the general conditions.

5.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 9 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a perpetual limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 5.2 above, conditioned on the following:

5.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Design-Builder Party, and on the Owner's obligation to provide the indemnity set forth in Section 7.5.1(e) of the general conditions, and

5.3.2 Owner agrees to pay Design-Builder the additional sum of Dollars ($25,000.00) as compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 5.2 if Owner resumes the Project through its employees, agents, or third parties.

5.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a perpetual limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 5.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 5.3 above.

5.5 Owner recognizes that in the event of an early termination of the Work, whether for convenience or for cause, Design-Builder will not have the opportunity to finish or to finalize its Work Product.

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Article 6

Contract Time

6.1 Date of Commencement. The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's written Notice to Proceed unless the parties mutually agree otherwise in writing. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's written Notice to Proceed for Phase 2 Services ("Date of Commencement") if the Proposal is accepted and the Contract Price Amendment is amended to this Agreement unless the parties mutually agree otherwise in writing. A schedule for Phase 1 services is provided in Exhibit E – Schedule. A schedule for Phase 2 shall be developed during the Phase 1 activities.

6.2 Substantial Completion and Final Completion.

6.2.1 Substantial Completion of the entire Work shall be achieved no later than TBD (TBD) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date"). "*Substantial Completion* is the date on which the Work, or an agreed upon portion of the Work, is in Owner's sole reasonable discretion sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes; provided, however, that Substantial Completion shall be deemed to have been achieved no earlier than the date of issuance of a Temporary Certificate of Occupancy issued by the local building official, if a Temporary Certificate of Occupancy is applicable to the Project."

6.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

6.2.4 All of the dates set forth in this Article 6 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

6.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

6.4 Liquidated Damages. The GMP Proposal required by Section 2.3 shall include a Scheduled Substantial Completion Date as set forth in Section 2.3.1.4. If accepted by Owner, or as modified per Section 2.3.2.2, the Scheduled Substantial Completion Date sets the completion date for Liquidated Damages purposes. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by thirty (30) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner Three Thousand Eight Hundred Dollars ($3,800) as liquidated damages for each day that Substantial Completion extends beyond the LD Date, provided that liquidated damages shall cease upon any termination of this Agreement.

6.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving Substantial Completion, Interim Milestone Dates (if any) or Final Completion.

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Article 7

Contract Price

7.1 Contract Price.

7.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of **$ 528,047** Dollars (Five hundred twenty-eight thousand forty-seven dollars and no cents_) for the Preliminary Design Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

7.1.2 For Phase 2 Services, Owner shall pay Design-Builder in accordance with Article 7 of the General Conditions of Contract a contract price ("Contract Price") equal to the Lump Sum amount set forth in Section 7.2 hereof or in the Contract Price Amendment, or equal to the Design-Builder's Fee (as defined in Section 7.4 hereof) plus the Cost of the Work (as defined in Section 7.5 hereof), subject to any GMP established in Section 7.6 hereof or as set forth in the Contract Price Amendment and any adjustments made in accordance with the General Conditions of Contract.

7.4 Design-Builder's Fee (Phase 2 Services)

7.4.1 Design-Builder's Fee for Phase 2 Services shall be:

☒ Ten percent (10%) of the Cost of the Work, as adjusted in accordance with Section 7.4.2 below.

7.4.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:

7.4.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of Ten percent (10%) of the additional Costs of the Work incurred for that Change Order, plus any other markups set forth at Exhibit **TBD** hereto.

7.4.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include: N/A

7.5 Cost of the Work.

7.5.1 The term Cost of the Work shall mean costs reasonably and actually incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

7.5.1.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site, provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

7.5.1.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-

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Site to assist in the production or transportation of material and equipment necessary for the Work.

7.5.1.3 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are identified in Exhibit **TBD** and performing the function set forth in said Exhibit. The reimbursable costs of personnel stationed at Design-Builder's principal or branch offices shall include a **four and a half** percent (**4.5**%) markup to compensate Design-Builder for the Project-related overhead associated with such personnel.

7.5.1.4 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 7.5.1.1 through 7.5.1.3 hereof.

7.5.1.5 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work, subject to prior approval by Owner.

7.5.1.5.1 Travel expenses shall be limited to economy class travel and reasonable and customary costs for accommodations and meals.

7.5.1.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

7.5.1.7 Costs incurred by Design-Builder in repairing or correcting defective or damaged Work, provided that such defective or damaged Work was not caused by the negligence of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

7.5.1.8 Costs, including transportation, inspection, testing, storage, and handling of materials, equipment, and supplies incorporated or reasonably used in completing the Work.

7.5.1.9 Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling, and removing such items.

7.5.1.10 Costs of removal of debris and waste from the Site.

7.5.1.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying, and reasonable petty cash expenses.

7.5.1.12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

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7.5.1.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work.

7.5.1.14 All fuel and utility costs incurred in the performance of the Work.

7.5.1.15 Sales, use, or similar taxes, tariffs, or duties incurred in the performance of the Work.

7.5.1.16 [NOT USED]

7.5.1.17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

7.5.1.18 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

7.5.1.19 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

7.5.1.20 Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property.

7.5.1.21 Accounting and data processing costs related to the Work.

7.5.1.22 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner in its sole but reasonable discretion.

7.5.2 Non-Reimbursable Costs. The following shall be excluded from the Cost of the Work:

7.5.2.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 7.5.1.1, 7.5.1.2, and 7.5.1.3 hereof.

7.5.2.2 Overhead and general expenses, except as provided for in Section 7.5.1 hereof, or which may be recoverable for changes to the Work.

7.5.2.3 The cost of Design-Builder's capital used in the performance of the Work.

7.5.2.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

7.6 The Guaranteed Maximum Price.

7.6.1 Design-Builder guarantees that it shall not exceed the GMP of **TBD** Dollars ($**TBD**). Documents used as a basis for the GMP shall be identified in the Contract Price Amendment to this Agreement. Design-Builder does not guarantee any specific line item provided as part of the GMP, and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents.

7.6.2 The GMP includes a Contingency in the amount of **TBD** Dollars ($**TBD**) which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) Subcontractor defaults; or (e) those events

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under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Owner shall have seven (7) days following receipt of the notice to approve the contingency use, and such approval shall not be unreasonably withheld. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

7.6.3 Intentionally deleted.

7.7 Allowance Items and Allowance Values.

7.7.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Contract Price Amendment or the Proposal.

7.7.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

7.7.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced written authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

7.7.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and Fee, are deemed to be included in the original Contract Price, and are not subject to adjustment notwithstanding the actual amount of the Allowance Item.

7.7.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 7.7.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

Article 8

Procedure for Payment

8.1 Payment for Preliminary Services. Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder: *(Insert terms.)*

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N/A

8.2 Contract Price Progress Payments.

8.2.1 Design-Builder shall submit to Owner on the 25th (twenty-fifth) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

8.2.2 Owner shall make payment to Design-Builder in accordance with the Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes. The calculations shall begin using the date the properly submitted and accurate Application for Payment is received, and in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

8.2.3 If Design-Builder's Fee under Section 7.4 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

8.3 Retainage on Progress Payments.

8.3.1 Except where otherwise required by law, Owner will retain **five** percent (**5%**) of each Application for Payment until Substantial Completion of the Work . Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project. Notwithstanding the foregoing, no retainage shall be withheld on any amounts paid by Owner to Design-Builder, which are due to Design-Builder's design subconsultants.

8.3.2 Within thirty (30) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract

8.4 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) in accordance with the Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes. The calculations shall begin using the date the Final Application for Payment is received by Owner, provided that: (a) Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

8.5 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest in accordance with the Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes.

8.6 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time

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is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, but the composition of such multiplier or markup is not subject to audit. Any lump sum agreed to by the Owner and Design-Builder as part of this Agreement is not subject to audit.

Article 9

Termination for Convenience

9.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

9.1.1 All services performed and Work executed and for proven loss, cost, or expense in connection with the services and Work;

9.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

9.2 In addition to the amounts set forth in Section 9.1 above, Design-Builder shall be entitled to receive one of the following as applicable:

9.2.1 If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid 1 percent (1%) of the remaining balance of the Contract Price for the Phase 1 Services and any Phase 2 Services for completing design.

9.2.2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid three percent (3%) of the remaining balance of the Contract Price or, if a GMP has not been established, the remaining balance of the most recent estimated Contract Price. For purposes of clarity, Owner awarding a specified portion of the Work to another contractor shall not be deemed a termination for convenience for which a termination fee applies, provided that any such award to another contractor is made in good faith and does not represent a reduction of most or all of Design-Builder's scope of work hereunder.

9.3 If Owner terminates this Agreement pursuant to Section 9.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 5.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent, which shall not be unreasonably withheld, and such third parties' agreement to the terms of Article 5.

Article 10

Representatives of the Parties

10.1 Owner's Representatives.

10.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Bowdoin Hutchinson P.E.
Director Water & Wastewater Systems
Fort Pierce Utilities Authority
715 South 25th Street
Fort Pierce, FL 34950

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Ph: (772) 466-1600

10.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Lugey Dawson
Supervising Engineer of W/WW Engineering Department
Fort Pierce Utilities Authority
206 South 6th Street
Fort Pierce, FL 34950
Ph: (772) 466-1600

10.2 Design-Builder's Representatives.

10.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract

Dalas Lamberson
TLC Diversified, Inc.
2719 17th Street East
Palmetto, Florida 34221
727-417-7235
dlamberson@tlcdiv.com

10.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Robert (Bobby) LaChance
TLC Diversified, Inc.
2719 17th Street East
Palmetto, Florida 34221
941-705-6461
rlachance@tlcdiv.com

Article 11

Bonds and Insurance

11.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Requirements (Exhibits C1 and C2, FPUA Insurance Requirements for Phase 1 and Phase 2 respectively) attached hereto and in accordance with Article 5 of the General Conditions of Contract.

11.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

☒ Required ☐ Not Required

Payment Bond.

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☒ Required ☐ Not Required

Article 12

Other Provisions

12.1 Other provisions, if any, are as follows:

N/A

12.2 Listing of Exhibits and documents incorporated herein:

Exhibit A – Owner's Project Criteria
Exhibit B – Scope of Services
Exhibit C – Insurance Requirements
Exhibit D - DBIA Document No. 535, Standard Form of General Conditions of Contract Between Owner and Design-Builder (2010 Edition) ("General Conditions of Contract")
Exhibit E – Schedule of Delivery

12.3 Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract, shall be resolved in a court of competent jurisdiction in the state and county in which the Project is located.

12.4 ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

Article 13

Limitation of Liability

13.1 Limitation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, its Design Consultants, and Subcontractors, surety (if any) and their respective officers, directors, employees, and agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, liabilities, costs, or damages whatsoever arising out of, resulting from, or in any way related to, the Project or this Agreement from any cause, including but not limited to negligence, indemnity, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) shall not exceed the penal sum of Design-Builder's Payment Bond. The parties agree that specific consideration has been given by the Design-Builder for this limitation and that it is deemed adequate.

[signatures are on the following page]

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In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:
Fort Pierce Utilities Authority

(Signature)

Kristina Gibbons
(Printed Name)

Chairman
(Chairman)

Date: 2/7/2023

DESIGN-BUILDER:
TLC Diversified, Inc.

X
(Signature)

Eric Macek
(Printed Name)

Vice President
(Title)

Date: January 25, 2023

ATTEST:

(Signature)

Larry Lammers
(Printed Name)

Secretary
(Chairman)

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

(FPUA Seal)

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PROGRESSIVE DESIGN/BUILD AGREEMENT
FOR
Systematic Wastewater Conveyance System Redirection to the New Mainland Reclamation Facility

Exhibit A
Owner's Project Criteria

The Fort Pierce Utilities Authority (FPUA or Owner) is in the process of designing a new mainland water reclamation facility (MWRF) to replace the aging Island Water Reclamation Facility (IWRF). The new MWRF will be located on FPUA-owned property adjacent to the Treasure Coast Energy Center (TCEC) approximately 6.5 miles southwest of the IWRF (via straight line; approx. 9 miles via roadways). The project will require several modifications to the existing wastewater conveyance system and lift stations to redirect flow to the new MWRF. FPUA is anticipating that the new MWRF will be operational by December 31, 2024 and has preliminarily identified conveyance system improvement components that must be completed prior to the MWRF coming online (Phase 1) and those that can be completed after the MWRF is online (Phase 2). Both design and construction of the conveyance system improvements will be completed in two (2) corresponding phases (both to be provided via this contractual arrangement).

This project will consist specifically of improvements to Master Pump Station A, upgrades/repurposing of Lift Station E, construction of a new Master Pump Station on the island (at the IWRF site, to pump island flows to the mainland), a new repump station in the vicinity of Orange Avenue and Jenkins Road (to be confirmed), upsizing of several existing force mains, extension of force mains as noted by FPUA or identified by the Design Engineer in a hydraulic model to serve as the primary trunk line to feed the MWRF, and upsizing/reconfiguration of various piping networks and lift stations throughout the existing transmission system. These details will be confirmed during the preliminary design phase, prior to advancing the final design of the system.

PROGRESSIVE DESIGN/BUILD AGREEMENT
FOR
Fort Pierce Utilities Authority (OWNER)/ Systematic Wastewater Conveyance System Redirection to the New Mainland Reclamation Facility

Exhibit B
Scope of Services

PREAMBLE

The Fort Pierce Utilities Authority (FPUA or OWNER) is seeking to construct the Mainland Water Reclamation Facility (MWRF) and remove from service the Island Water Reclamation Facility (IWRF) (by others). Systematic modifications are required within the wastewater conveyance system to redirect flows from the IWRF to the MWRF. The OWNER seeks to procure engineering and construction services for the project through the progressive design-build (PDB) delivery method. The proposed Design-Builder is TLC Diversified, Inc. The proposed Design Engineer is Kimley-Horn and Associates, Inc. This Scope of Services lists major project elements that will be designed and provides descriptions of tasks that will be performed.

The conveyance system redirection will include the following key project components:

1. Modification of Master Pump Station A (possible inline booster)
2. Modification, replacement or conversion to repump station at Lift Station E (possible inline booster)
3. Addition of new Master Pump Station at the IWRF Site (possible inline booster)
4. Addition of new Repump Station in the vicinity of Orange Avenue and Jenkins Road
5. Design of new/replacement forcemain to upsize the primary trunk line along Jenkins Road
6. Redesign of segments of the transmission system to upsize or reconfigure piping based on hydraulic modeling
7. New pipe crossing of the FEC railroad in the vicinity of Master Pump Station A
8. Optimization and/or Pump Replacement/Modification at secondary lift stations throughout the system, as indicated by hydraulic modeling (secondary lift stations are those other than Master Stations A through G that exceed 20 HP)
9. Tie in of forcemain(s) at new MWRF headworks (coordination with MWRF Design Engineer)

Prior to commencing detailed design, a preliminary design report (PDR) will be prepared to support permitting activities and outline the proposed implementation sequencing for system improvements determined to be necessary via hydraulic modeling. The following Scope of Services outlines the scope and fee for the preconstruction and preliminary design services. Final design services and fees will be further developed upon completion of the PDR.

The Scope of Services for Phase 1 and Phase 2 design efforts will be prepared upon completion of the PDR.

PRELIMINARY DESIGN SERVICES

Design-Builder will work with OWNER and the design partners in a collaborative approach to develop the system-wide transmission system improvements design.

The outline below highlights the approach throughout the preliminary design phase to collaborate with the design build partner to develop an agreed upon approach for the OWNER. All meetings and workshops are expected to occur at FPUA designated facilities.

Task 1 Project Validation and Kickoff Meeting

The Design-Builder and Design Engineer will participate in a kickoff meeting / workshop for a discussion and review of the project overview. Review the goals and scope of the project, review the schedule, and identify critical path issues and establish project communications and protocols to follow. The operational scenarios to be included in the hydraulic modeling will also be discussed and agreed upon during the kickoff meeting. Design-Builder will prepare and distribute an agenda and prepare and distribute minutes. This meeting will help to confirm the basis for the PDR and key components of the Phase 1 and Phase 2 design phases.

Task 2 Data Collection

The Design-Builder and Design Engineer will prepare a data request for use by FPUA in preparing the available information needed to complete the PDR and hydraulic modeling tasks. Data needed may include:

a. Existing GIS files
b. Record Drawings/As-builts (lift stations and piping network)
c. Computerized Maintenance Management System (CMMS) Data (pump curves, etc.)
d. Operational data (pump run times, flows, pressure data, etc. for a minimum period of one year)
e. Existing easement/Right-of-Way (ROW) data

In addition to the existing and available historical information, the Design Engineer will facilitate collection of additional data that will be needed to refine and calibrate the hydraulic model (to be prepared under Task 3). This data will include drawdown testing at each of the 16 stations with pumps greater than or equal to 20 HP within the wastewater system, confirmation of operating pressures in critical locations, field verification of pump information (if not available in CMMS; may require FPUA staff assistance. FPUA will modify each station to include the appropriate fitting on which to install a pressure gauge, if one does not currently exist. The Design Engineer will provide pressure gauges and equipment necessary to collect the data. No confined space entry or structural investigations are included in this scope of work. Additional services can be provided under separate authorization or amendment if warranted based review of collected data.

This task assumes the use of one project engineer and one analyst for a period of up to 8 days (full-time) of field services to collect the required data. This effort will also require a commitment of one to two FPUA operations staff to assist with station access during the data collection. A detailed schedule for this field effort will be prepared once the initial data is reviewed and the specifics of the field collection needs are better understood, for use by FPUA in scheduling the appropriate operations staff resources.

Task 3 Model Development and Hydraulic Investigation

The Design-Builder's Design Engineer will use the GIS and CMMS data files provided by FPUA, and the historical and field data collected in Task 2 to develop a hydraulic model to assess the system for required improvements to serve the new MWRF. This analysis will endeavor to determine the following information:

- The extent of required forcemain system upgrades.
- The sizes of the upgraded forcemains.
- The locations and sizes of new forcemains.
- Required horsepower upgrades/downgrades and/or impellor modifications for existing station pumps.
- The feasibility of modifying Lift Station A or conversion to an inline booster station.
- The extents of modifications needed within Lift Station E (with possible conversion to an inline booster).
- The hydraulic requirements of a new Master Pump Station on the IWRF property (assuming transmission through the existing 20-inch subaqueous crossing).
- The hydraulic requirements and required location of a repump station in the vicinity of Orange Avenue and Jenkins Rd.
- Whether or not additional inline booster stations will be required throughout the system.
- The extent that secondary lift stations throughout the system may require new pumps or reconfiguration.

This task will include generating a wastewater transmission system model to simulate its functionality. Prior to commencing modeling activities, the Design Engineer will prepare an approach memorandum that defines the understanding of the current system, the proposed modeling scenarios (up to 4), the planned calibration activities, and the objectives of the modeling effort. The Design Engineer will provide the following services.

1. Develop a wastewater system hydraulic model using Bentley's SewerCAD software. The model will be developed using FPUA's GIS shapefiles as the basis of the transmission system infrastructure. The wastewater model will be focused on the seven existing master pump stations (A through G). The assessment of several secondary lift stations (number of which is to be determined) is required to confirm system conditions for the portions of the system that do not discharge into the master stations. The transmission piping between those stations and the MWRF along with the proposed Master Pump Station (island) and repump station (Orange Ave and Jenkins Rd.) and the north/south trunk line along Jenkins Rd. must be assessed.
2. Conduct a verification of nodal connectivity after conversion of GIS files into SewerCAD. Breaks in the data will be corrected to provide continuity within the model. The data provided by the OWNER is relied upon to be correct at the outset of the effort and the check will be for connectivity and use, not verification of the existing conditions.
3. Input the following data for each of the above lift stations (to be provided by FPUA from the CMMS system) to create the lift station pump and wet well nodes within the hydraulic model:
    a. Pump curves
    b. Wet well diameter
    c. Wet well invert

d. Operating depth ranges (float or level controls)

4. The wastewater modeling effort is intended to represent the current system configuration, calibrate the model with real-time data from the current operations, and model scenarios that represent options for transmitting flows to the new MWRF to determine the optimum configuration/improvements.

5. Modeling will also rely upon system operating data (flows and pressures) to be provided by FPUA for the current system configuration.

6. The model will be established to include a steady-state scenario and simulate actual operations of the system in an Extended Period Simulation.

7. Identify pressure logger locations and coordinate with FPUA to obtain up to one week (1) of additional pressure logger data to use for hydraulic model calibration to supplement the historical operational data, as needed. The Design Engineer will provide the data logger equipment.

8. Calibrate the model to actual selected existing conditions based on pressure logger time periods and as reasonably achievable by iteratively adjusting the model parameters such as pipe roughness coefficient and equivalent pipe diameters. The existing condition will be selected and presented to FPUA during preparation of the modeling approach memorandum. Generally, model predictions within 15% of actual will be considered as acceptable. FPUA will be notified if this level of accuracy is not achieved with a reasonable amount of effort.

Once the model is developed and calibrated to simulate existing conditions, it will be utilized to run the agreed upon future operating scenarios (up to four simulations) that were defined in the modeling approach memorandum. These future scenarios will be used to identify lift stations and pipeline segments within the system that fail under the proposed condition. These are the lift stations and pipe segments that will require modifications and will be the focus of the PDR (and subsequent design phases).

A draft report will be assembled presenting a description of study methodology and investigations, findings, and recommendations. Prior to advancing to the next Task, the Design-Builder and Design Engineer will facilitate a review meeting to gain consensus relative to recommended improvements and system reconfiguration. These discussions will be memorialized in a final modeling report that will serve as the basis of design for the PDR.

**NOTE: This task assumes that FPUA has and can provide (in usable, native file format) historical operational data related to lift station flows and system operating pressures at critical locations of a period of record not less than the most recent 24 months.

Task 4 PDR Preparation

Once the modeling results and the recommended system modifications have been agreed upon, a PDR will be prepared to identify design specifics to support forcemain alignment, permitting and easement/ROW acquisition efforts (if needed). The PDR will also include:

- Final alignment/route determination.
- A phasing plan that will detail the recommended construction sequencing and system improvements to be completed in the Phase 1 (prior to the MWRF startup) and Phase 2 (post-MWRF startup) construction. This phasing plan will be developed in collaboration with the Design-Builder.
- Preparation of a preliminary constructability review of the proposed system reconfiguration (final constructability reviews to be prepared during Phase 1 and Phase 2 detailed design) by the Design-Builder.
- A conceptual design of the anticipated pipe under the FEC railroad in the vicinity of Master Pump Station A. The FEC RR permitting is a long-lead item (5 to 6 months), so KHA will develop a plan (for permitting only) to show the pipe crossing (either via directional drill or jack and bore with an oversized casing to allow room for the further force main extension.
- This task will include a cursory review of electrical system components during the site visits to identify stations that may require upgrades during the design phase. No electrical or SCADA/MCC design is included in this Scope of Services.
- A cursory review of existing easements and ROWs (information to be provided by FPUA) to determine if additional acquisitions are required (no easement or ROW application preparation or title search efforts are included at this time).
- An overview of additional permits such as City or County Road ROW, drainage district or canal crossings, FPL easement crossings, etc. that may be required based upon the final route and improvements outlined in the PDR. Permitting/applications for these items will be included in subsequent authorizations.

A draft PDR will be submitted to FPUA for review and comment prior to the Design-Builder preparing the opinion of probable construction cost (OPCC). A review meeting will be conducted to review the preliminary system configuration. Review comments will be incorporated as appropriate, and the Design-Builder will prepare the final OPCC to be included in the final PDR.

Once finalized, the PDR will serve as the basis of the detailed design work to be completed in Phases 1 and 2.

Task 5 Preconstruction Pre-Design Services

The Design-Builder will coordinate with the Design Engineer and OWNER to establish the scope of work for preliminary site survey and geotechnical investigations as early in the modeling/PDR preparation tasks as is feasible. Preliminary survey and geotechnical services will be released once

the primary needs are developed (approximate railroad/canal/roadway crossings, identification of critical elevations, locations of horizontal directional drills (HDD), etc.). The limits of the proposed Preconstruction Services will be approved by the OWNER prior to the Design-Builder authorizing these services. It is anticipated that these services will be limited to the vicinity of the FEC railroad crossing. The Design Engineer is recommending a route into the new WRF that will avoid the 10-Mile Creek crossing due to a complicated layout for an HDD and easements that would be required; rather, the proposed route would follow Edwards Road to Selvitz Road and enter the TCEC property from the east side. If FPUA prefers to pursue the HDD under 10-Mile Creek, additional geotechnical and survey services would be required.

The FEC RR crossing layout will be prioritized to facilitate application for the FEC easement needed to cross the tracks. The 1,800 LF of transmission main between North Indian River Drive and North 7th Street is anticipated to be constructed via horizontal directional drill (HDD) to avoid numerous utility conflicts (water, sewer, natural gas, overhead electric, cable, etc.) in the corridor. The HDD will require sending and receiving pits located at the Ft. Pierce Resorts Property (just north of Pump Station A) on the eastern end of the line, and a vacant lot just east of North 7th Street on the western end of the line. This will require temporary construction easements from the property owners (to be facilitated by FPUA). The HDD will also go under US 1 and the FEC railroad, which will require permits from both FDOT and FEC, respectively.

The forcemain will then run south along North 7th Street to Avenue C, approximately 180 linear feet, to tie into an existing valve in that intersection. This section of the pipeline will be constructed via open trench. A second isolation valve will be installed as part of this project to allow for the new segment to remain a dry line until such time as the remainder of the system redirection is complete.

The eastern end of the project will terminate with a stub out and blind flange on the Pump Station A property (exact location to be determined). The crossing from the north side of AE Backus to the pump station property will be made via open trench. The connection to Pump Station A will be made at a future date (not included in this Scope of Services).

The geotechnical services and survey needed to complete the FEC and FDOT permit applications and the alignment of the route into the TCEC are included in this Scope of Services, as summarized below. The Phase 1 and Phase 2 design scopes of services will include the additional detailed survey and geotechnical services needed to complete the design (not included herein).

Geotechnical Services

- The geotechnical subcontractor will perform subsurface explorations at the location of the FEC railroad crossing on AE Backus Avenue. This will involve one (1) standard penetration test to a depth of 50 feet, just outside the FEC railroad ROW.
- Perform classification tests on selected samplings obtained from the borings.
- Visually classify soil samples in general accordance with the United Soil Classification System and prepare Test Boring Records.
- Summarize the results of the geotechnical investigations and provide recommendations for surface preparation and design of any proposed structures.
- Review site specifications and revise as appropriate for site-specific requirements.
- A Geotechnical Report will be available for review by FPUA if requested.

Site Survey

This Task assumes that the route from Master Pump Station A between North Indian River Drive and N 7th Street will be as noted above. Survey services will include:

- Full railroad ROW from the centerline of the AE Backus Avenue and railroad track intersection for a distance of 100 feet east and west of the track and 75 feet north and south of AE Backus Avenue (for an area of roughly 200 feet by 150 feet)
- Full ROW from the centerline of US1 and AE Backus Avenue east and west for a distance of 100 feet
- A topographic survey in accordance with current standards shall be performed, including the identification of all above-grade features (track signals, railroad control boxes, poles, sidewalks, surface features, etc.).
- Elevations every 15 feet
- Railroad tie elevations and top of rail elevations at each rail
- Subsurface utility locates within the identified area.
- The Surveyor shall prepare an AutoCAD survey of the preliminary survey efforts meeting the standards set by FPUA and Design-Builder. Signed and sealed copies will be available for review by FPUA if requested.

This preliminary data will be utilized to evaluate the feasibility of the proposed improvements and support the permit-level design of the FEC Railroad crossing. Final survey and geotechnical investigations for the entire project extents will be performed once the PDR is completed, and the detailed design phase commences (not included in this task).

Task 6 Preliminary Permitting and Easement/ROW Acquisition Support

The PDR will include a summary of required jurisdictional permits needed for the final alignment selected. Permitting activities in this Scope of Services are limited to the preparation of the application for crossing the FEC railroad, as detailed below.

The PDR will include the conceptual design of the FEC crossing suitable for submittal of the permit application for the crossing. FEC's permitting lead-time can span from 5 to 6 months and should therefore be submitted as early in the process as is feasible for scheduling considerations. The detailed pipeline design and final sizing of the pipe to be installed in the casing can follow upon completion of hydraulic modeling without affecting the FEC permit. The permit application fee for this and all identified permits in each phase of the project will be the responsibility of FPUA and will be paid directly to the permitting agencies. No permit application fees are included in this scope of work. The permit application fees for the FEC Utility Crossing, at the time this scope of services was prepared, are $7,500 for the Application Fee and $1,500 for the Engineering Review Fee (total $9,000 to be paid directly by FPUA).

Any City/County utility construction permitting, FDOT utility permitting, or other jurisdictional permits that may be required will be outlined in the PDR and included in subsequent authorizations. FDEP permit applications for the forcemain extensions/ replacements and lift station modifications will be prepared upon completion of the PDR in subsequent authorizations. Preparation of the certifications of completion for each FDEP permit will be included in subsequent authorizations as is appropriate for each segment/improvement. Note that because the pipeline modifications are not contiguous, individual permits may be required for each segment.

FPUA has indicated that all ROWs and easements anticipated for this project are already in place; however, the PDR will confirm this information and identify any additional easements/ROWs that might be required. The Design Engineer will support FPUA in preparing the applications for these efforts, but the scope of services will be included in subsequent authorizations. No easement/ROW acquisition services (or title searches) are included herein.

Task 7 Meetings

This task will provide for the Design-Builder and the Design Engineer to participate in up to six meetings over the duration of the project, as needed. These meetings may be conducted virtually (via Microsoft Teams) or in person. Meeting objectives may be for project progress updates, design reviews, or miscellaneous topics, as needed.

Task 8 Project Management

The Design Engineer and Design-Builder will conduct monthly reviews of project progress to ensure compliance with approved budget and schedule. This task will also include coordination with both FPUA and the Design-Builder, updates to project schedule, and preparation of monthly invoices. Project management includes activities related to initiating, planning, executing, controlling, and closing the Project. The Design Engineer will perform a technical review of deliverables, in accordance with standards, prior to transmitting to FPUA. Under this Task, the Design Engineer will be responsible for overall coordination and oversight of the project execution.

Preliminary Design Services Budget Summary

Task	Description	Kimley-Horn	TLC	Sub-consultants	Total
Task 1	**Kickoff Meeting**	**$ 8,450**	**$ 9,760**	**$ -**	**$ 18,210**
Task 2	**Data Collection and Review**	**$ 110,259**	**$ -**	**$ -**	**$ 110,259**
2.1	Historical Data Review	$ 61,720	$ -	$ -	$ 61,720
2.2	Field Data Collection (8 days x 1 PE and 1 EI)	$ 43,800	$ -	$ -	$ 43,800
Task 3	**Model Development and Hydraulic Investigation**	**$ 143,248**	**$ -**	**$ -**	**$ 143,248**
3.1	GIS File Review and Model Framework	$ 22,000	$ -	$ -	$ 22,000
3.2	Modeling Assumptions Memo and Def. of Scenarios	$ 5,400	$ -	$ -	$ 5,400
3.3	Model Verification	$ 13,900	$ -	$ -	$ 13,900
3.4	System Attributes and Operational Data Entry	$ 20,300	$ -	$ -	$ 20,300
3.5	Pressure Data Logger Data Collection	$ 6,950	$ -	$ -	$ 6,950
3.6	Modeling Scenarios (up to 4)	$ 24,050	$ -	$ -	$ 24,050
3.7	Model Calibration	$ 22,250	$ -	$ -	$ 22,250
3.8	Draft Modeling Report	$ 12,920	$ -	$ -	$ 12,920
3.9	Modeling Review Meeting	$ 5,300	$ -	$ -	$ 5,300
3.10	Final Modeling Report	$ 3,900	$ -	$ -	$ 3,900
Task 4	**PDR Preparation**	**$ 109,075**	**$ 61,620**	**$ -**	**$ 170,695**
4.1	Final Alignment	$ 14,260	$ 6,300	$ -	$ 20,560
4.2	Phasing Plan	$ 19,000	$ 14,100	$ -	$ 33,100
4.3	Constructability Review (by TLC; RAIs only for KH)	$ 7,800	$ 18,340	$ -	$ 26,140
4.4	Conceptual Design for FEC Crossing Permit	$ 7,750	$ 3,880	$ -	$ 11,630
4.5	Review of ROWs and Easements	$ 5,400	$ -	$ -	$ 5,400
4.6	Permitting Evaluation (for Phases 1 and 2)	$ 9,000	$ -	$ -	$ 9,000
4.7	Draft PDR	$ 19,400	$ -	$ -	$ 19,400
4.8	OPCC (by TLC; RAIs only for KH)	$ 4,970	$ 13,380	$ -	$ 18,350
4.9	PDR Review Meeting	$ 5,800	$ 5,620	$ -	$ 11,420
4.10	Final PDR	$ 10,920	$ -	$ -	$ 10,920
Task 5	**Preconstruction Services**	**$ 7,740**	**$ 3,240**	**$ 14,700**	**$ 25,680**
5.1	Geotechnical Services Coordination (Sub by TLC)	$ 3,700	$ 1,620	$ 5,200	$ 10,520
5.2	Site Survey Coordination (Sub by TLC)	$ 3,700	$ 1,620	$ 9,500	$ 14,820
Task 6	**Preliminary Permitting and Easement/ROW Acquisition Support**	**$ 4,498**	**$ -**	**$ -**	**$ 4,498**
6.1	FEC Permit Application	$ 4,300	$ -	$ -	$ 4,300
Task 7	**Meetings**	**$ 9,035**	**$ 13,320**	**$ -**	**$ 22,355**
Task 8	**Project Management (6 months)**	**$ 20,803**	**$ 12,300**	**$ -**	**$ 33,103**
	TOTALS	**$ 413,107**	**$100,240**	**$ 14,700**	**$ 528,047**

PROGRESSIVE DESIGN/BUILD AGREEMENT
FOR
Fort Pierce Utilities Authority (OWNER)/ Systematic Wastewater Conveyance System Redirection to the New Mainland Reclamation Facility

EXHIBIT C-1
FORT PIERCE UTILITIES AUTHORITY
MINIMUM REQUIRED LIMITS OF INSURANCE
TYPE IV (CONSTRUCTION)

POA# 22-98
PROGRESSIVE DESIGN-BUILD
PRELIMINARY DESIGN SERVICES

Design-Builder 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 requirements set forth herein.

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

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

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

Commercial General Liability - The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy. FPUA (and 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 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	$4,000,000
Products/Completed Operations Aggregate	$4,000,000

Design-Builder shall continue to maintain products/completed operations coverage in the amounts stated above for the entire period of limitations and repose under Florida law. 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), as filed for use in the

State of Florida by ISO, without restrictive endorsements that would limit coverage for those reasonably foreseeable sources of liability arising out of the performance of Design-Builder required in the agreement.

Automobile Liability - Such insurance shall be no more restrictive than that provided by Section II of the latest occurrence edition of the standard Business Auto Coverage (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without restrictive endorsements that would limit coverage for those reasonably foreseeable sources of liability arising out of the performance of Design-Builder required in the agreement. Coverage shall include all owned, non-owned and hired autos used in connection with this Contract.

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

Each Occurrence Bodily Injury and Property Damage Liability Combined	$10,000,000

Professional Liability - Such insurance shall be on a form acceptable to FPUA and shall cover the Design-Builder for those reasonably foreseeable 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 claim 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 limits shall be:

Each Claim/Occurrence	$3,000,000
Annual Aggregate	$5,000,000

Miscellaneous Provisions - The insurance provided by Design-Builder 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 Design-Builder.

Design-Builder 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 caused by Design-Builder.

Compliance with these insurance requirements shall not limit the liability of Design-Builder or the remedies available to FPUA under this Agreement or otherwise.

Evidence of Insurance - Design-Builder 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 Commercial General Liability additional insured endorsement and notice of cancellation endorsement as issued on the policies, shall be satisfactory evidence of insurance.**

Until such insurance is no longer required by this Agreement, Design-Builder shall provide FPUA with renewal or replacement evidence of insurance at least ten (10) days prior to the expiration or termination of such insurance. Design-Builder 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. Design-Builder 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@fpua.com

PROGRESSIVE DESIGN/BUILD AGREEMENT
FOR
Fort Pierce Utilities Authority (OWNER)/ Systematic Wastewater Conveyance System Redirection to the New Mainland Reclamation Facility

EXHIBIT C-2

FORT PIERCE UTILITIES AUTHORITY
MINIMUM REQUIRED LIMITS OF INSURANCE
TYPE IV (CONSTRUCTION)

POA# 22-98
PROGRESSIVE DESIGN-BUILD
PHASE II

Design-Builder 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 requirements set forth herein.

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

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

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

Commercial General Liability - The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy. FPUA (and 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 limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence	$2,000,000
Personal and Advertising Injury	$2,000,000
General Aggregate	$4,000,000
Products/Completed Operations Aggregate	$4,000,000

Design-Builder shall continue to maintain products/completed operations coverage in the amounts stated above for the entire period of limitations and repose under Florida law. 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), as filed for use in the State of Florida by ISO, without restrictive endorsements that would limit coverage for those reasonably foreseeable sources of liability arising out of the performance of Design-Builder required in the agreement.

Automobile Liability - Such insurance shall be no more restrictive than that provided by Section II of the latest occurrence edition of the standard Business Auto Coverage (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without restrictive endorsements that would limit coverage for those reasonably foreseeable sources of liability arising out of the performance of Design-Builder required in the agreement. Coverage shall include all owned, non-owned and hired autos used in connection with this Contract.

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

Each Occurrence Bodily Injury and Property Damage Liability Combined	$10,000,000

Property Insurance -
Design-Builder agrees to provide, in a policy acceptable to FPUA, "all risk" builder's risk insurance on all construction, additions, modifications, machinery, materials and equipment used in the work performed under the Contract. The policy shall be issued on a non-reporting form of policy. The policy shall be written on an Agreed Value basis and shall not be subject to any coinsurance requirement. The amount of the insurance shall be no less than the Contract sum, as amended from time to time. The coverage shall not be subject to any restriction with respect to occupancy or use by FPUA and shall remain in full effect until Substantial Completion. The maximum deductible for other than windstorm or hail shall be $25,000 per occurrence. The maximum deductible per occurrence for windstorm and hail shall be 3% of the Contract Price. Design-Builder shall pay on behalf of the Owner or the Owner's members, officials, officers and employees any such deductible, provided that the respective claim was caused by Design-Builder. At its open, FPUA may elect to procure the Builder's Risk insurance for the Project.

The builder's risk policies must include language limiting the scope of the exclusionary language regarding, and providing coverage for, costs rendered necessary by defects of material workmanship, design plan or specification in accordance with the London Engineering Group's LEG 3/06 policy wording.

FPUA should be included as an insured on the policy(s) and the policy(s) must be endorsed to provide the following: (i) to waive the insurer's right to subrogate against FPUA, members of FPUA's governing body, FPUA's officers, volunteers, agents and its employees and (ii) to provide a notice of cancellation endorsement assuring that FPUA shall receive not less than 45 days advance written notice of cancellation.

Professional Liability - Such insurance shall be on a form acceptable to FPUA and shall cover the Design-Builder 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 claim made basis, the coverage must respond to all claims reported within four (4) years after the termination of the Contract.

The limits shall be:

Each Claim/Occurrence	$3,000,000
Annual Aggregate	$6,000,000

Environmental Impairment (Pollution) Liability:

Such insurance will be maintained by the Design-Builder for liability resulting from pollution or other environmental impairment, without any asbestos abatement exclusion, which arises out of, or in connection with the work performed under the Contract. The Design-Builder will provide and maintain environmental coverage from the inception of the Contract. If on an occurrence basis, the insurance must be maintained throughout the duration of the Contract. If on a claims-made basis, insurance must respond to claims reported within three years after termination of the Contract.

Limits of Coverage will be:

Each Occurrence	$5,000,000
Annual Aggregate	$5,000,000

Miscellaneous Provisions - The insurance provided by Design-Builder 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 Design-Builder.

Design-Builder 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 caused by Design-Builder.

Compliance with these insurance requirements shall not limit the liability of Design-Builder or the remedies available to FPUA under this Agreement or otherwise.

Evidence of Insurance - Design-Builder 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 Commercial General Liability additional insured endorsement and notice of cancellation endorsement as issued on the policies, shall be satisfactory evidence of insurance.** With respect to Property Insurance, Design-Builder shall provide a Certificate of Property Insurance form or other evidence satisfactory to FPUA.

Until such insurance is no longer required by this Agreement, Design-Builder shall provide FPUA with renewal or replacement evidence of insurance at least ten (10) days prior to the expiration or termination of such insurance. Design-Builder 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. Design-Builder 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@fpua.com

Exhibit D

POA# 22-98 Systematic Wastewater Conveyance System Redirection to the New Mainland Reclamation Facility

STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN FORT PIERCE UTILITIES AUTHORITY (FPUA OR OWNER) AND TLC DIVERSIFIED, INC. (DESIGN-BUILDER)

POA# XX-XX Systematic Wastewater Conveyance System Redirection to the New Mainland Reclamation Facility

DBIA Document No. 535 (2010, 2nd Ed.)

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Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.1.2 Throughout this document and the Agreement the Fort Pierce Utilities Authority shall be referred to as "FPUA" or "Owner," and TLC Diversified, Inc. shall be referred to as "Design-Builder" or "Contractor."

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under POA# 22-98 Systematic Wastewater Conveyance System Redirection to the New Mainland Reclamation Facility, the terms of which are incorporated here by reference and to which this document is attached as Exhibit D.

1.2.2 *Basis of Design Documents* are as follows: the basis of the Design Documents includes: the Owner's Project Criteria, Exhibit A, the Scope of Services, Exhibit B, and Schedule of Delivery, Exhibit E, and Design-Builder's Proposal and POA# 22-98 Progressive Design-Build Agreement for the FPUA Systematic Wastewater Conveyance System Redirection to the New Mainland Reclamation Facility

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, hurricanes or other named storms, labor disputes, earthquakes, epidemics or pandemics, adverse weather conditions not reasonably anticipated, and other acts of God.

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1.2.9 *General Conditions of Contract* refer to this POA# 22-98 *Standard Form of General Conditions of Contract Between FPUA (Owner) and TLC Diversified, Inc. (Design-Builder).*

1.2.10 [NOT USED]

1.2.11 GMP Proposal means that proposal developed by Design-Builder in accordance with the Agreement, which shall be Cost Plus Fee with a Guaranteed Maximum Price and guaranteed completion date.

1.2.12 Hazardous Conditions are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.14 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.15 *Site* is the land owned by FPUA in north-central St. Lucie County on which the Project is located.

1.2.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.18 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is in Owner's sole reasonable discretion sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes; provided, however, that Substantial Completion shall be deemed to have been achieved no earlier than the date of issuance of a Temporary Certificate of Occupancy issued by the local building official, if a Temporary Certificate of Occupancy is applicable to the Project."

1.2.19 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

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Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with a Guaranteed Maximum Price; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents and in accordance with the Standard of Care for design professional services. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The Standard of Care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

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2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit approved Construction Documents to Owner prior to commencement of construction. Quantity and format of sets as required by Owner's standards.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

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2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of and access to adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

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2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable and Owner may proceed with corrective action on any nonconforming Work as it deems appropriate.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for or in any way limit any other rights or remedies Owner may have regarding Design-Builder's obligations under the Contract Documents.

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Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to utilize in performing the Work (and to be verified by Design-Builder in accordance with its standard of care):

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines (to be verified by Design-Builder in accordance with its standard of care);

3.2.1.2 [Intentionally deleted]

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

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3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site, except to the extent that Design-Builder knew of such Hazardous Conditions as a result of the design services provided for the Project. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

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4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions, through no fault of its own.

4.1.5 Intentionally deleted.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition, except to the extent that Design-Builder knew or should have known of such conditions as a result of the design services provided for the Project, with knowledge measured in accordance with the applicable standard of care. Design-Builder is not responsible for latent physical conditions or subsurface conditions that a reasonable design-builder in this geographic market performing similar services on a similar project, would not have discovered.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement. The Design-Builder is responsible for the payment of any deductibles under the insurance required by this Section 5.1.1, provided that the respective claim is caused by Design-Builder.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions

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that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate, and/or a copy of the required policy endorsement, evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Owner's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

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5.3.5 Owner and Design-Builder waive subrogation against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered and paid by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement. Such bonds shall meet all of the requirements of Florida law including statutory payment and performance bond requirements for the project.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by the Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof, including lien waivers from Design-Builder, and its subcontractors and suppliers, for work, services or supplies and materials paid for by Owner in the prior pay period.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-

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Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial

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Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 A Contractor's Final Payment Affidavit in accordance with Section 713.06 of the Florida Statutes;

6.7.2.2 A Waiver and Release of Lien Upon Final Payment, in the form outlined in Section 713.20 of the Florida Statutes, executed by Design-Builder and conditioned upon receipt of payment in cleared funds, for amounts except those involving claims previously made in writing to Owner and remaining unsettled at the time of final payment (to be followed within 15 days of payment and clearance of funds, a final and unconditional waiver and release of lien);

6.7.2.3 Consent of Design-Builder's surety to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Except for Design-Builder's indemnification obligations hereunder or in the Agreement, upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion but prior to final payment, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the value completion of such deficient work until such work is completed.

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6.8 Procedure for Change of Payment

6.8.1 Upon execution of the Agreement/Contract, Design-Builder shall provide Owner with written payment instructions and all necessary forms required by Owner to effectuate payments to Design-Builder by wire transfer (the "Payment Information". Design-Builder shall submit the initial Payment Information to Owner by e regular mail, email, or hand delivery. If Owner receives a request to change such Payment Information, Owner agrees that it will not modify or make a change to this Payment Information without oral confirmation, followed by written confirmation, from Design-Builder's Representative or its Chief Financial Officer or VP of Finance. Owner shall make no changes to the Payment Information if it does not receive the oral and written confirmations as stated herein. If Owner makes any change to the Payment Information without first receiving the confirmations stated herein, it shall be solely responsible for any monies lost or stolen and not paid to Design-Builder as required under the terms of this Agreement/Contract.

6.9 [Intentionally Deleted]

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Exemptions.

7.2.1 Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain any tax exemption claimed by Owner, upon which Design-Builder may rely.

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7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify and hold harmless the Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself, except to the extent covered by insurance) to the extent resulting from the negligent acts, intentional wrongful conduct, or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's Indemnification.

7.5.1 To the extent not inconsistent with applicable law, Owner, to the fullest extent permitted by law, shall indemnify and hold harmless the Design-Builder and Design-Builder's officers, directors, representatives, agents, and employees, from and against all claims, actions, losses, damages, liabilities, costs, and expenses, including attorneys' fees at all levels, arising out of, resulting from, or in connection with, any of the following:

(a) bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts, intentional wrongful conduct, or omissions of Owner, Owner's separate contractors, anyone working directly or indirectly for any of them, or anyone for whose acts any of them may be liable;

(b) any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any tax exemption claimed by Owner for all or part of the Work;

(c) the presence, removal or remediation of Hazardous Conditions at the Site, except to the extent that Design-Builder knew of such Hazardous Conditions (provided that the indemnity provided by Owner under this Section 7.5.1(c) shall also extend to Design-Builder's Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents);

(d) any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work; and

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(e) Owner's use or alteration of any Work Product, in whole or in part and whether completed or in progress, in the event of an early termination of the Work, as outlined in Sections 5.2 and 5.3.1 of the Agreement (provided that the indemnity provided by Owner under this Section 7.5.1(e) shall also extend to anyone working by or through Design-Builder, including Design Consultants of any tier).

7.5.2 If an employee of Owner, Owner's separate contractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Owner's indemnity obligation set forth in Section 7.5.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Owner, Owner's separate contractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5.3 This Section 7.5 is not intended to alter or expand the limited waiver of sovereign immunity contained in Section 768.28 of the Florida Statutes. To the extent anything contained in this Section 7.5 is limited, void, or unenforceable by operation of law, this Section 7.5 shall be interpreted to allow for the maximum indemnity that Owner is able to furnish under applicable law.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events. The delay event must be an impact to the critical path of the construction schedule to quality for relief under this Section 8.2.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price, for extended general conditions costs for the period of critical path schedule impact, plus any demobilization and remobilization costs.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by

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Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

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9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall be made within ten (10) days of the event giving rise to the request for relief, and prior to incurring any cost or expense; and shall in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. Such notice shall, at a minimum, include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request. Any request for Contract Time shall include a time impact analysis showing the impact on the critical path of the construction schedule.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's

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Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

10.2.3 If after the meeting the Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 Arbitration.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.

10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential. Moreover, the consequential damages limitation set forth in Section 10.5.1 above shall not apply

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to any damages claims, judgments or awards that are otherwise covered and paid by any insurance policy applicable to the Work or the Project, it being the express intent of the parties not to waive any such available insurance coverage.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, or (v) perform other material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work and which Owner has paid for, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any qualified person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price for executed Work exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprocurement and defense of claims arising from Design-Builder's default, subject to the consequential damages clause set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the

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Agreement.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

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11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

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12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.
Transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information has the same meaning as the term "Trade Secret" under Florida law, including Sections 815.045 and 812.081 Florida Statutes, which provides:

> "Trade Secret means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:
> (1) Secret;
> (2) Of value;
> (3) For use or in use by the business; and
> (4) Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it;
> when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes."

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13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other, which is not to be unreasonably withheld, assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents; provided however that this Section 13.2.1 shall not prevent Design-Builder from subcontracting portions of the Work without Owner's consent.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by Florida law, without giving effect to any conflict of law principles.

13.5 Severability; Survival.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted. Any terms and conditions or other provisions of this Agreement that by their nature are intended to survive beyond the completion of the work or any other termination of the agreement, with or without cause, shall survive such expiration or termination and remain enforceable against the parties.

13.6 No Waiver; No Third-Party Rights.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.6.2 Nothing in this Contract shall be construed to give any rights or benefits to anyone other than Owner and Design-Builder.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) email with delivery confirmation, by the time stated in a machine generated confirmation that notice was received at the email address of the intended recipient.

13.9 Amendments.

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13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

13.10 Audit Rights.

13.10.1 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 Design-Builder under any contract or the Agreement 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 Design-Builder for a period of three (3) years from the date of final payment under the Agreement.

13.11 E-Verify Required.

13.11.1 Pursuant to 448.095, Florida Statutes, FPUA and every contractor and subcontractor entering into an agreement to provide labor, supplies or services to FPUA must use the E-Verify system (www.e-verify.gov) to verify the work authorization status of any newly hired employees. If a contractor subcontract 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.

13.12 Scrutinized Companies List.

13.12.1 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 Design-Builder 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.

13.13 Public Records.

13.13.1 IF THE DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT OR THE AGREEMENT, 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 Agreement includes providing services and acting on behalf of a FPUA as provided under section 119.011(2), Florida Statutes, the Design-Builder 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;

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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 Design-Builder does not transfer the records to FPUA;
4) Upon completion of the Agreement, 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 Design-Builder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Design-Builder 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.

13.14 Trade Secret or Confidential Material.

13.14.1 In accordance with Florida Statutes, including 119.01 (Public Records) and 815.045 (Trade Secret Information), if Design-Builder 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), Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder agrees to protect 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 signature page of the Agreement to which this document is attached]

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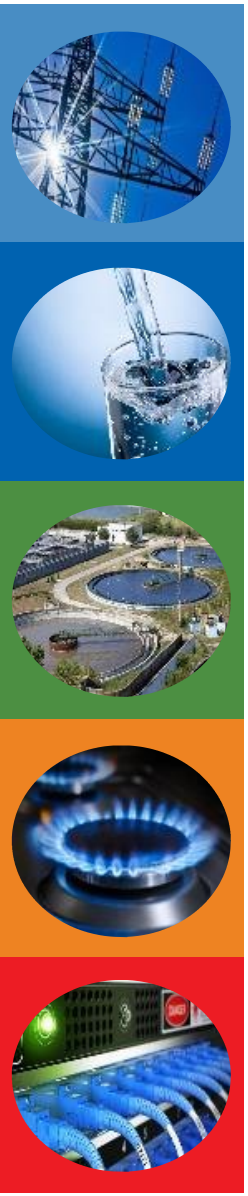
PROGRESSIVE DESIGN/BUILD AGREEMENT
FOR
Systematic Wastewater Conveyance System Redirection to the New Mainland Reclamation Facility

Exhibit E
Schedule

[TBD]



FPUA
COMMUNITY PROUD

Amendment 6 for Conveyance Redirection

1) Detailed Design for Phase 1B (CIP 5, 6, 7, 12), &
2) Construction of CIP 2.2B (Jenkins Road Force Main Extension from Ten Mile Creek to WWRF)

September 1, 2026

In connection with the FPUA WRF Relocation Project

Today's Agenda

- Amendment recap
- Quick Master Plan Update
- Phase 1B Design Overview
- CIP 2B Construction Overview
- Request for Approval of Amendment 6

Conveyance Phased Contract Structure

			Status of Project
$ 528,047.00	-	Master Contract: Preliminary Design Report	Complete
$ 1,859,903.00	-	Amendment No. 1: Phase 1A Design & Engineering	Complete
$ 5,443,398.98	-	Amendment No. 2: CIP 2.1 GMP (Jenkins Road: Okeechobee Road to Edwards Road)	Complete
$ 8,757,943.52	-	Amendment No. 3: CIP 1 GMP (LSA and AE Backus Force Main Extension)	60% Complete
$ 5,383,547.98	-	Amendment No. 4: CIP 3 GMP (Moore's Creek Booster Station)	With City for permitting
$ 3,275,932.68	-	Amendment No. 5: CIP 2.2A GMP (Jenkins Rd: Edwards Rd to 10-Mi Creek)	Construction started 08/26
$ 2,235,286.00	-	Amendment No. 6: Phase 1B Design &	Today's presentation
$ 12,687,632.66	-	CIP 2.2B GMP (10-Mile Creek to MWRF)	
$ 40,171,691.82	-	Total Contract Value	

Combined, the seven approvals would bring the total contract value to $40,171,691.82

Master Plan Update

Phase 1A – Delivers 5.7 MGD to MWRF

- Approximately $35M
- Currently underway at various stages of design/build

Phase 1B – Delivers 9.5 MGD to WRRF

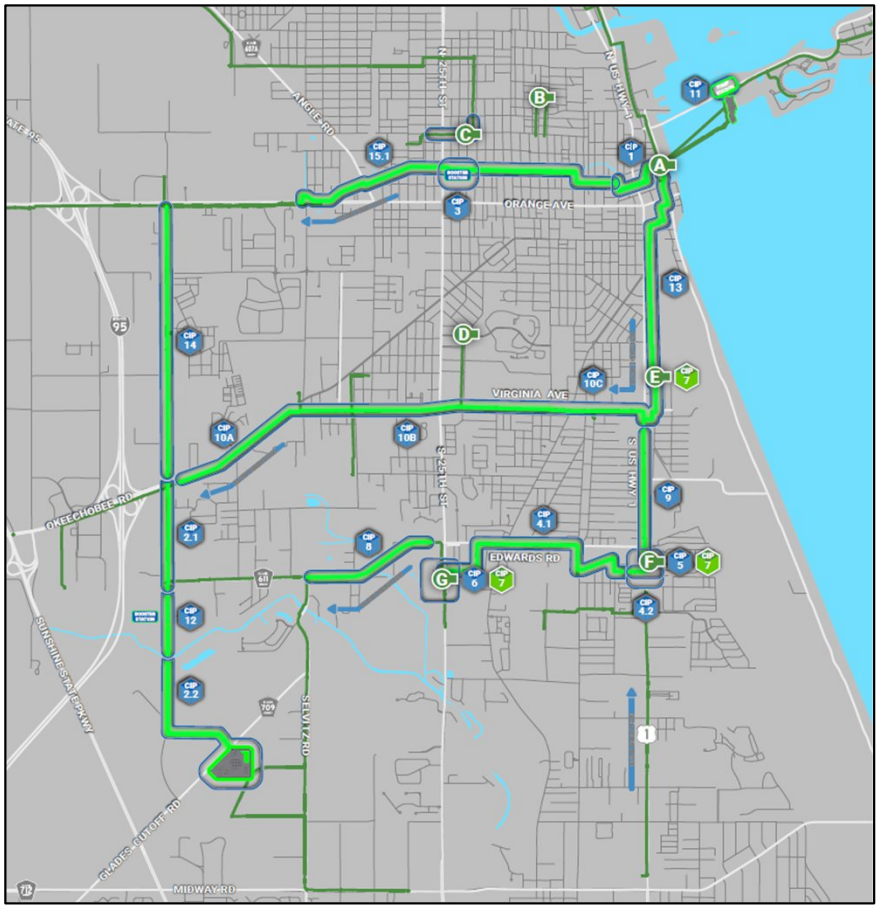
- Parallel CIPs initiated, including lift station upgrades and force main upsizing

Phase 2 – Delivers 25.1 MGD to MWRF

- Parallel CIPs initiated, including lift station upgrades, force main upsizing, and sewer lining

Phase 3 – Delivers 31.1 MGD to MWRF

- Only if needed based on growth



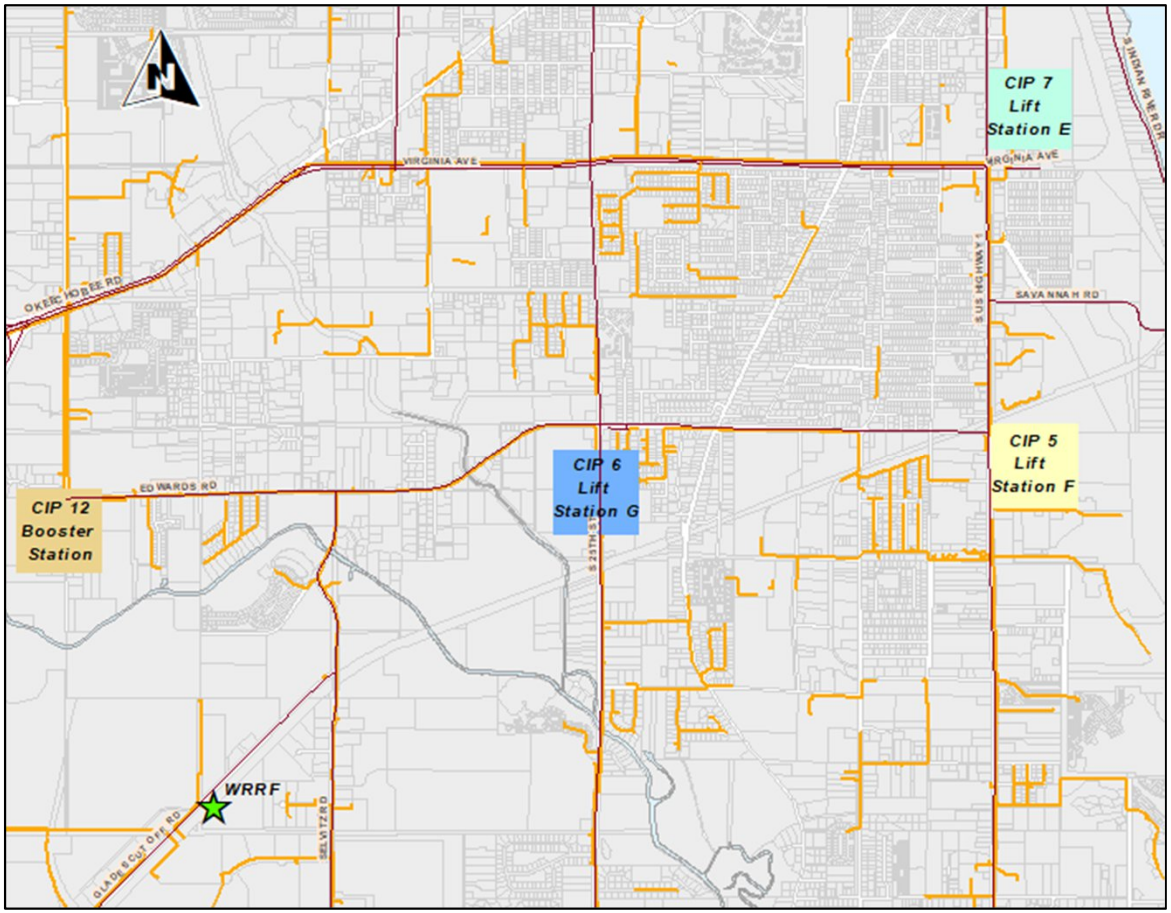
Phase 1B Design Overview

CIP 5 – Lift Station F *Upgrades*

CIP 6 – Lift Station G *Upgrades*

CIP 7 – Lift Station E *Improvements*

CIP 12 – Jenkins Road Booster Station (Now Church Booster)



Phase 1B Design Overview

New High Head Pumps



Permanent Diesel Bypass Pumps



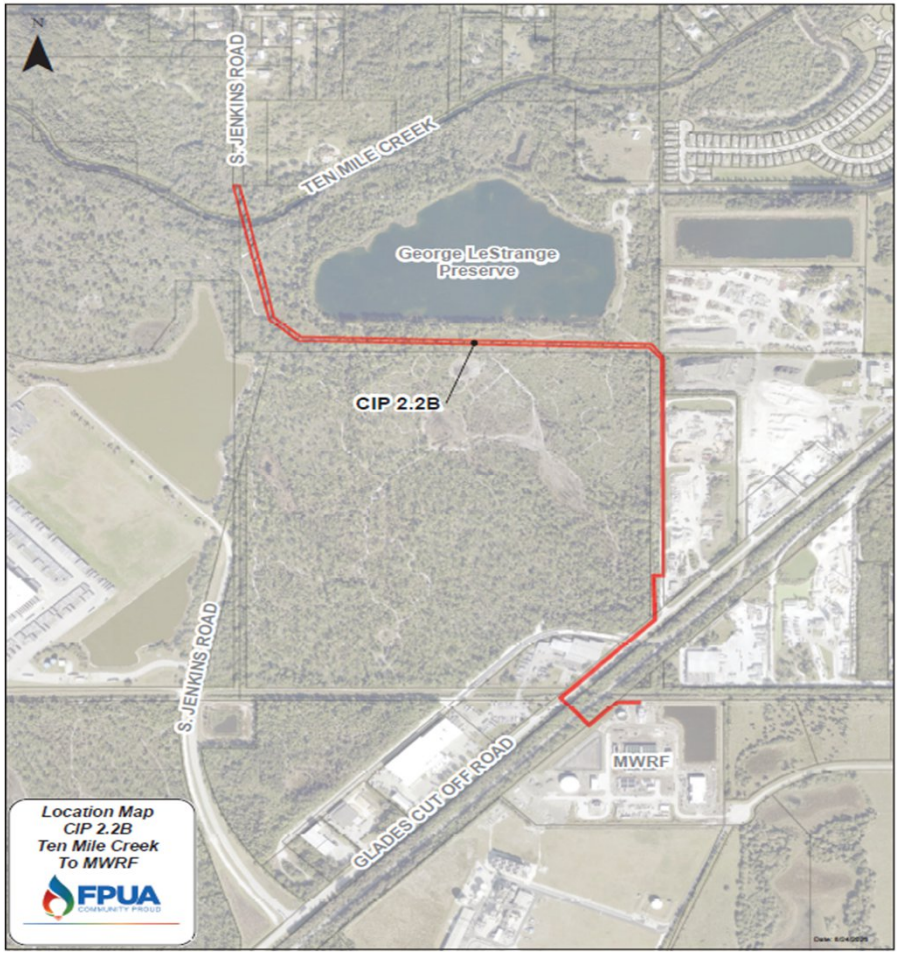
CIP 2.2B- 10 Mile Creek to WRRF Force Main Extension Construction

Work Required

- Continue 30” Force Main south from the Jenkins Road right of way.
- Directional Drill Crossing Ten Mile Creek and George LeStrange Preserve.
- Jack and Bore two FEC railroad crossings
- Connection to WRRF headworks

Status

- Design is 100% complete
- Permitting has been submitted to ACOE, FDEP, FEC, NSLWCD and SLC.
- Construction procurement can begin, pending Board Approval



CIP 2.2B- 10 Mile Creek to WRRF Force Main Extension Construction

30” PVC Pipe

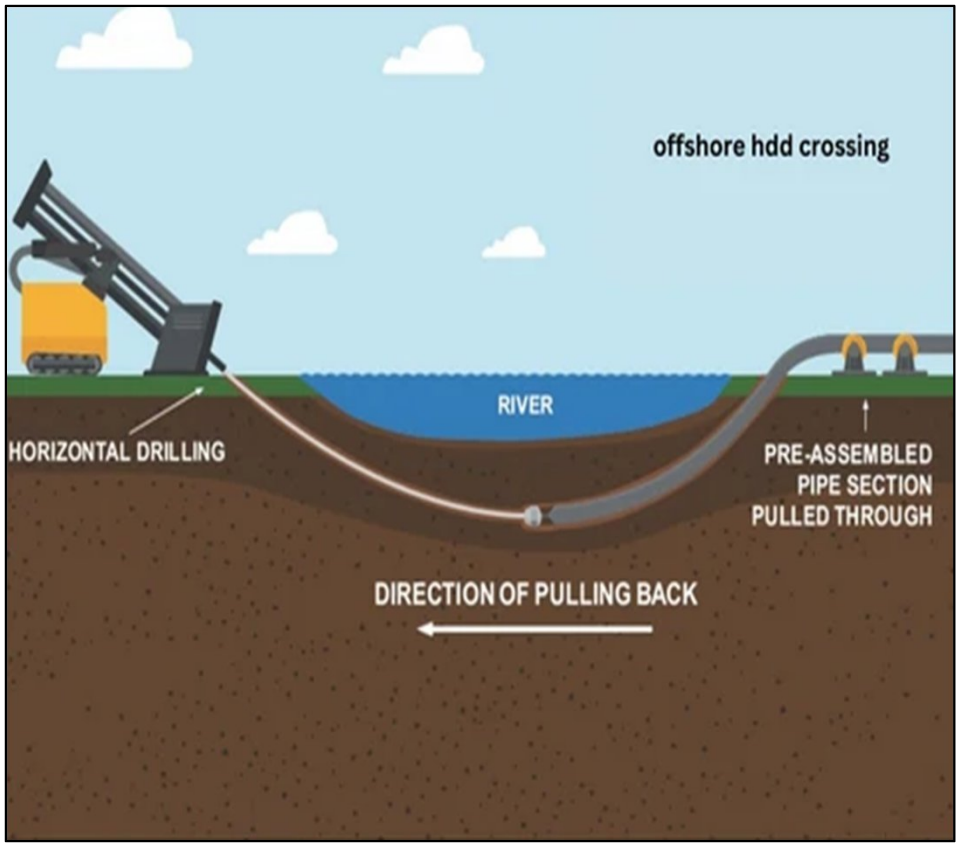


36” HDPE Pipe



CIP 2.2B - 10 Mile Creek to WRRF Force Main Extension Construction

Directional Drilling



Jack and Bore under RR



Requesting Approval

Amendment #6 to Master Contract

1. Design of Phase 1B
   - CIP'S 5, 6, 7, and 12
   - $2,235,286.00

2. CIP 2.2B Construction –Ten Mile Creek to WRRF

   - Total Guaranteed Maximum Price of $12,687,632.66
   - $150,000 FPUA Contingency independent of the GMP
   - Authorize the DOU to enter into change orders or instruments pursuant to the authority granted via Resolution 2026-16

Eligible for grant reimbursement and bond proceeds.



Board Approval will allocate $15,133,000.00 (including GMP, in-house costs, and contingencies) to fund the project. Funding is available in the FY 2026-FY 2030 Capital Budget under Project No. 876 (Wastewater Conveyance to the MWRF).

Questions?

