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

FORT PIERCE UTILITIES AUTHORITY BOARD
REGULAR MEETING
AGENDA

TUESDAY
May 6, 2025 - 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
   Approve Meeting Minutes of the Regular Meeting of April 15, 2025.

D. CONSENT AGENDA:

1. Excuse Deputy Secretary Pearl Davis
   Excuse Mrs. Davis from the Tuesday, May 6, 2025 Board Meeting.
2. Independence Academy Phase II
   Approve Post Budgeted Project/Budget Request for the Independence Academy Phase II project in the amount of $80,080.
3. ESRI Advantage Program 2025
   POA 24-29: Recommend approval of the Small Government and Local Utility EA ESRI Enterprise Advantage Program agreement with Environment Research Institute Incorporated (ESRI), of Redlands, California, in the amount of $62,150, for technical advisory and service support. The term of this agreement shall be from May 6, 2025 to May 5,2026.
4. FPUA'S MONTHLY COMMUNITY ACTIVITIES MAY-JUNE 2025
   For Information Only - FPUA Community Activities Calendar for May-June 2025
5. Seagrass Restoration in the Indian River Lagoon at IWRF
   RFP No. 25-06: Recommend awarding the contract for Seagrass Restoration at the Indian River Water Facility (IRWF) to Sea & Shoreline LLC of Ruskin, Florida, for the restoration of 4.9 acres of seagrass, in an amount not to exceed $196,674. The term of the Contract will be upon Written Notice to Proceed and end on June 30, 2027, contingent upon receiving the

required Certificate(s) of Insurance.

6. Amendment to 24x7x365 Network Operations & Help Desk Technical Support Agreement
   POA: 21-23 Recommend retroactive approval of the Technical Support Agreement for technical support and help desk services with Electric Power Board of Chattanooga, of Chattanooga, Tennessee in not to exceed $36,000 for year one, $54,000 for year two, and $66,000 for year three. The term of this Contract will be from April 19, 2025 to April 18, 2028, contingent on receiving the required Certificate(s) of Insurance.
7. Demand Aggregation Tool and Techshield Services for FPUAnet
   POA: 22-93-007 Recommend approval of the Service Order with NeoNova Network Services, LLC dba NRTC Managed Services of Raleigh, North Carolina, for FPUANET Demand Aggregation Tool and TechShield Managed Services in an annual amount not to exceed $14,996.00, which covers $9,996.00 for CrowdFiber Essential Services and $5,000.00 for TechShield Professional Support Services.
8. Electric SCADA, PRISM & Video Wall Maintenance Support Agreement Renewal
   POA No. 17-50: Recommend approval for the Single Source Vendor Contract with Minsait ACS, of Sandy Springs, Georgia, in the amount of $191,156.00 for the Electric SCADA, Prism and Video Wall Maintenance Support Agreement. The Contract will commence on May 1, 2025 and end on April 30, 2028.

E. REGULAR AGENDA:

1. GRIP GRANT-SOPO TASK 4.0-SUBSTATION RING BUS CONFIGURATION
   POA 25-05: Recommend approval of A) an increase to the capital budget of $20,000 in grant funding and B) the sole-source purchase of twenty-five (25) Ring Bus Relays, with Schweitzer Engineering Laboratories Inc., of Pullman, Washington, in an amount not to exceed $214,480.18. This is a one-time purchase for the Grid Resilience and Innovation Partnerships (GRIP) grant.
2. Amendment No. 3 to Substation Transformer Replacements - Services, Equipment, and Parts
   POA No. 19-11A: Recommend approval of Amendment No. 3 to the Substation Transformer Replacements - Services & Equipment and Parts Contract with Hitachi Energy USA, Inc., of Raleigh, North Carolina, to 1) replace four (4) transformers and increase the not-to-exceed amount on the Substation Transformer Replacements to $3,790,740, 2) increase the not-to-exceed amount on the Substation Transformer Services to $424,400, 3) extend the contract term through December 31, 2027, contingent on receiving the required Certificate(s) of Insurance.
3. Resolution No. UA 2025-08 PNC Corporate Banking
   Adopt Corporate Banking Resolution No UA 2025-08 with PNC Bank to update signatories and authorize the new Chief Financial Officer banking permissions. Additionally, authorize the change in signatories for Trustco Bank of Stuart FL and South State Bank of Fort Pierce FL for CD accounts with those banking institutions.

F. DIRECTOR COMMENTS:

G. ATTORNEY COMMENTS:

H. BOARD MEMBER COMMENTS:

I. ADJOURN:

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: May 6, 2025

SUBJECT: Approval of Meeting Minutes

PRESENTER(S): Grisel Cortes

RECOMMENDATION:
Approve Meeting Minutes of the Regular Meeting of April 15, 2025.

ATTACHMENTS:
4-15-25 Meeting Minutes NEEDS SIGNATURE.pdf

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE UTILITIES AUTHORITY BOARD, TUESDAY, APRIL 15, 2025, 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 Jason Mittler, FPUAnet Manager.

Pledge of Allegiance

ROLL CALL AND DECLARATION OF A QUORUM

A. **SET THE AGENDA**

<u>A motion was made by Kristina Gibbons, seconded by Barbara Bennett, and unanimously carried to set agenda.</u>

B. **COMMENTS FROM THE PUBLIC:**

C. **APPROVAL OF MINUTES:**

1. Approval of Meeting Minutes
   Approve Meeting Minutes of the Regular Meeting of April 1, 2025.

<u>A motion was made by Linda Hudson, seconded by Kristina Gibbons, and unanimously carried to approve Minutes of the Regular meeting of April 1, 2025.</u>

D. CONSENT AGENDA:

<u>A motion was made by Barbara Bennett, seconded by Linda Hudson, and unanimously carried to approve consent agenda.</u>

1. Conference Room 15-Ton HVAC
   POA 25-09: Recommend approval of Contract Amendment No. 1 to the HVAC Parts, Repairs & Replacements Contract with Seacoast Air Conditioning of Fort Pierce, FL in the amount not to exceed, from $60,000.00 to $110,000.00 annually. The additional $50,000.00 was approved for budgeting and was transferred from ESC Main Gate and Storm Hardening.

2. AMENDMENT #2 TO SPECIFIC AUTHORIZATION SA 56-LE-23-02 KING SUBSTATION BREAKER REPLACEMENTS
   POA No. 20-10: Recommend approval of Amendment No. 2 to Specific Authorization SA 56-LE-23-02 for the King Substation 69 kV Breaker Replacement Design, with Leidos Engineering, LLC, of Reston, Virginia, to incorporate Change Order No. 2 and to increase the not-to-exceed amount by $9,687.00 from $144,892 to $154,579.

3. Amendment No. 2 for Ice Machine Maintenance, Repairs, & Parts

POA 24-35-005: Recommend approval of Contract Amendment No. 2 to the Ice Machine and Refrigeration Maintenance, Repairs and Parts Contract with Complete Restaurant Equipment, LLC dba Service Refrigeration of Vero Beach, FL in the amount not to exceed from $25,000.00 to $40,000 annually. The additional $15,000.00 was approved for budgeting and $10,000 was transferred from Capital Ice Machine Replacement and the remaining $5,000 from O&M Budget Maintenance of Building.

4. Water Analysis Services

   POA 25-32: Recommend approval of the Piggyback Contract for water analysis services with Pace Analytical Services, LLC, of Minneapolis, Minnesota, by utilizing the Volusia County, Florida, Fixed Term Master Service Agreement, which was competitively procured through IFB 25-B-42LS. The agreement is for an amount not to exceed $131,000.00 annually. The Contract term will be from February 25, 2025 to February 24th, 2028, with two optional one-year renewals.

5. Cash Balancing Maintenance

   POA 20-21: Recommend approval of the Contract for the purchase of cash balancing machine maintenance and after-hours phone support from Coin Currency & Document Systems of Florida, Inc., of Thonotosassa, Florida, in an amount not to exceed $4,872 for the first year ($4,377 for maintenance and $495 for after-hours phone support). The initial term of this Contract will commence upon execution and remain in effect through March 31, 2028, contingent on receipt of the required Certificate of Insurance. Pricing for years two and three will be subject to a 10% annual increase, bringing the maximum not-to-exceed amounts to $5,359.20 in year two and $5,895.12 in year three.

6. Uniform Orders for Departments 35, 93, 62, 64, 82, 84, & 84LS

   Informal Bid 25-18-026: Recommend the purchase for uniforms with ServiceWear Apparel, Inc., of Nashville, Tennessee, in an amount not to exceed $79,043.67, through participation in Omnia Partners and Region 4 Education Service Center Contract No. R210102 with ServiceWear Apparel, Inc.

7. HIPAA COMPLIANCE PACKAGE - ASSESSMENT, POLICY, TRAINING AND CONSULTATION

   Recommend approval of the proposal/order form with Medical Cost Containment Services, Inc. (MEDCOM) of Jacksonville, FL for HIPAA Privacy and Security Services to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA).

8. Retirement Board Appointment

   Appoint Michele Harris, Chief Financial Officer, to the city of Fort Pierce Retirement Board

9. Appointment of Keith Stephens to the Position of Director of Electric &

   Gas For Information Only.

10. Seacoast Bank - Corporate Resolution No. UA 2025-06

    Adopt Corporate Banking Resolution with Seacoast Bank to update signatories and authorize the New Chief Financial Officer banking permissions.

11. RETURN OF FUNDS -MISTY CREEK PRESERVE SUPPLY AGREEMENT CAPITAL IMPROVEMENT CHARGES

    See Memo Attached

E. **REGULAR AGENDA:**

F. **DIRECTOR COMMENTS:**

Mr. Cisneros provided an update on the calendar of upcoming events, including FPUA Budget Workshop, FMEA Annual Conference, FPUA Strategic Planning Workshop, and Community Feedback sessions.

G. **ATTORNEY COMMENTS:**

H. **BOARD MEMBER COMMENTS:**

I. **ADJOURN:**

Meeting adjourned at 4:07 pm.

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

FROM: Grisel Cortes, Director of Utilities

DATE: May 6, 2025

SUBJECT: Excuse Deputy Secretary Pearl Davis

PRESENTER(S): Grisel Cortes

RECOMMENDATION:
Excuse Mrs. Davis from the Tuesday, May 6, 2025 Board Meeting.

AGENDA ITEM NO. D.2

Fort Pierce Utilities Authority Board

Board Submission Report

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

THROUGH: Keith Stephens, Director of Gas & Electric Systems

FROM: Eric Meyer, Electric & Gas Engineering

DATE: May 6, 2025

SUBJECT: Independence Academy Phase II

PRESENTER(S): Eric Meyer

RECOMMENDATION:
Approve Post Budgeted Project/Budget Request for the Independence Academy Phase II project in the amount of $80,080.

SUMMARY/SUPPORTING INFORMATION:
This project is to provide electric underground infrastructure for new electric service to the Independence Academy Phase II expansion. This project will require the installation of one (1) three-phase transformer and 4,300 ft of underground primary cable. The total estimated FPUA budget cost is $80,080 with the following cost responsibilities:

- Rates: $76,400
- CIA: $3,680

Of the total cost, $80,080 will be required in FY 2025. The funds are available in the New Construction - Commercial funding account as rate and CIA funded. FPUA will complete this work using its unit

ALTERNATIVES (IF ANY):
Do not approve. This is not recommended as this is a request for new electric service.

AGENDA ITEM NO. D.3

Fort Pierce Utilities Authority Board

Board Submission Report

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

THROUGH: Daniel P. Retherford, P.E., Chief Operating Officer

FROM: Jason Drost, Geospatial Technology Services

DATE: May 6, 2025

SUBJECT: ESRI Advantage Program 2025

PRESENTER(S): Jason Drost

RECOMMENDATION:
POA 24-29: Recommend approval of the Small Government and Local Utility EA ESRI Enterprise Advantage Program agreement with Environment Research Institute Incorporated (ESRI), of Redlands, California, in the amount of $62,150, for technical advisory and service support. The term of this agreement shall be from May 6, 2025 to May 5,2026.

SUMMARY/SUPPORTING INFORMATION:
The ESRI Advantage Program enhances FPUA's existing ESRI licensing agreement, providing a dedicated technical advisor for comprehensive GIS support. This includes visioning, consulting, technical assistance, architectural design, budgeting recommendations, and specialized training. Support for the GIS desktop software and underlying geometric network data model that our current GIS utilizes today will reach maturity in March 2026. ESRI is moving to a more comprehensive data model for utility assets and network connectivity that brings in operational efficiencies, productivity, resiliency, and sustainability for the utility networks of electric, water, wastewater, gas, and fiber. As FPUA prepares for a multi-year, multi-phase GIS digital transformation, this program ensures alignment with ESRI's industry-leading solutions. With ESRI's support, FPUA aims to develop a phased roadmap addressing data assessment, planning, data mapping, migration, validation, deployment, integrations, system architecture, budgeting, and staff training. The program facilitates collaboration, innovation, and direct access to consulting and training services, ensuring FPUA is well-prepared for its geographic digital transformation.

ALTERNATIVES (IF ANY):
Do not approve the Small Government and Local Utility ESRI Enterprise Advantage Program agreement and do not utilize the value provided by the ESRI Advantage Program. This option is not recommended as this increases the likelihood of encountering obstacles and delays in aligning the geospatial strategy

with the strategic goals of FPUA and achieving a successful GIS digital transformation that is within the current two year timeline.

ATTACHMENTS:

Vendor Quote No. Q-544003-20250402-1508 (ready for board).pdf

Quotation # Q-544003

Date: April 2, 2025

Customer # 212451 **Contract #**

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Fort Pierce Utilities Authority
Information Technology Systems Dept
206 S 6th St
Fort Pierce, FL 34950-4222

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/2/2025 To: 7/1/2025

ATTENTION: Jason Drost
PHONE: 772-466-1600 x6365
EMAIL: jdrost@fpua.com

Material	Qty	Term	Unit Price	Total
161877	1	Year 1	$62,150.00	$62,150.00

Small Government and Local Utility EA Esri Advantage Program: 50 Advisor Hours/ 50 Learning and Services Credits - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one day annual planning session; up to 50 Advisor hours; Technology Webcasts and 50 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at https://www.esri.com/en-us/legal/terms/services.

Subtotal:	$62,150.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$62,150.00

Subject to existing agreement #00330081.0

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Andrew Kormanek	akormanek@esri.com	9093697466 x7466

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

KORMANEKA **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # Q-544003

Date: April 2, 2025

Customer # 212451 **Contract #**

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Fort Pierce Utilities Authority
Information Technology Systems Dept
206 S 6th St
Fort Pierce, FL 34950-4222

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/2/2025 To: 7/1/2025

ATTENTION: Jason Drost
PHONE: 772-466-1600 x6365
EMAIL: jdrost@fpua.com

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $___________, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ I agree to pay any applicable sales tax.

__X_ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

SEE ATTACHED SIGNATURE PAGE ________________________
Date

Signature of Authorized Representative

SEE ATTACHED SIGNATURE PAGE

____
_ Name (Please Print)

____
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Andrew Kormanek	akormanek@esri.com	9093697466 x7466

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

FORT PIERCE UTILITIES AUTHORITY

Board Chair

Date

ATTEST:

Board Secretary

APPROVED AS TO LEGAL FORM:

FPUA General Counsel

AGENDA ITEM NO. D.4

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: May 6, 2025

SUBJECT: FPUA'S MONTHLY COMMUNITY ACTIVITIES MAY-JUNE 2025

PRESENTER(S): Calvin Daniels

RECOMMENDATION:

For Information Only - FPUA Community Activities Calendar for May-June 2025

SUMMARY/SUPPORTING INFORMATION:

Each month, FPUA Staff develops a schedule of upcoming Community Activities for the current and following months. This calendar informs Board Members of FPUA's community engagement activities and invites them and the Community to join us.

ALTERNATIVES (IF ANY):

N/A

ATTACHMENTS:

MAY-JUNE FPUA Activities 2025.pdf

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

Schedule of May and June 2025 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

May 6 FPUA **Board Meeting** at City Hall at 4:00 p.m.

May 6-7 FPUA will attend the **Florida Public Power Communicators Roundtable and the 2025 Hurricane & Storm Preparedness Forum** hosted by the Florida Municipal Electric Association. The roundtable invites Florida public power utility communicators to engage in meaningful dialogue on important and timely issues facing the industry. The storm preparedness forum brings together public power utilities from across Florida to:

- Share best practices for storm preparation
- Communicate effectively before, during, and after storms
- Utilize mutual aid for efficient power restoration

About the Florida Municipal Electric Association: The Florida Municipal Electric Association (FMEA) represents the unified interests of Florida's 33 public power communities. FMEA was established in 1942 in response to WWII fuel shortages and is now the statewide trade association and voice for Florida's municipal electric utilities. Learn more about FMEA at: https://www.flpublicpower.com/about-us

May 7 Regularly scheduled **Utility Advisory Committee** Meeting at 4 p.m. at the FPUA Energy Services Center. Agenda: Septic to Sewer Program Update

May 9 The **Manatee Center hosts Friend-Raiser Event**: A Community Celebration for the Manatee Center and Kimberley Pearson Memorial

About the event: This first-ever "Friend-Raiser" brings people together — families, neighbors, and friends — to support our next generation of artists, scientists, and changemakers. Proceeds from the event and art sales will directly support the Manatee Center.

May 9 **Manatee Center Lunch & Learn**: Understanding Florida's Spectacular Shorebirds

May 16 FPUA sponsors and participates in **Indian River State College's Promise Cup** fundraiser golf tournament to benefit the Promise Scholarship.

About IRSC Promise Program: The Indian River State College Promise program offers qualifying graduates the opportunity to obtain a tuition-free Associate degree, making higher education accessible to all. There are no family income requirements, and outstanding high school grades are not a prerequisite. The Promise empowers students to focus entirely on their educational aspirations without the burden of tuition costs.

May 20 FPUA **Budget Workshop** at 9am; **Board Meeting** at 2pm. Both are being held at the Energy Services Center.

May 26 FPUA offices and lobby are closed in celebration of Memorial Day.

June 3: Regularly scheduled **FPUA Board Meeting** at 4:00pm.

June 4: Regularly scheduled **Utilities Advisory Committee Meeting** at 4:00 p.m. Agenda: GRIP Grant Update: Storm Hardening the Electric Grid

June 9: FPUA sponsors the **Treasure Coast Youth Sailing Foundation** summer camp. This one-week camp runs from June 9th to June 13th. It is scheduled for a seven-hour session starting at 9 a.m. and is designed for kids and teenagers between the ages of 7 and 15.

About Treasure Coast Youth Sailing Foundation: The Treasure Coast Youth Sailing Foundation, Inc. (TCYSF), located at Jaycee Park in Fort Pierce, primary mission is to introduce the youth of the Treasure Coast to the joys and responsibilities of sailing while teaching safety, teamwork and the basics of sailing in a fun atmosphere.

June 13 **Manatee Center Lunch & Learn**: Marine Mammal Stranding & Population Assessment

June 17 FPUA will attend the **Keep Fort Pierce Beautiful Advisory Board & Tree Board** meeting at the **Fort Pierce Garden Club**. The Boards meet on the third Tuesday of every month.

<u>**About Keep Fort Pierce Beautiful Advisory Board & Tree Board**:</u> The Keep Fort Pierce Beautiful Committee is a City Commission appointed committee that meets along with the Tree Board whose mission is to engage, educate and empower community members to take greater responsibility for creating a clean and beautiful city through litter abatement, waste reduction, recycling and community beautification in order to improve health and prosperity of our community.

June 17 FPUA **Board Meeting** at 4 p.m. at City Hall

June 19 FPUA offices and lobby are closed in celebration of Juneteenth.

AGENDA ITEM NO. D.5

Fort Pierce Utilities Authority Board

Board Submission Report

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

FROM: Rachel R Tennant, Public Affairs & Sustainability

DATE: May 6, 2025

SUBJECT: Seagrass Restoration in the Indian River Lagoon at IWRF

PRESENTER(S): Rachel Tennant

RECOMMENDATION:

RFP No. 25-06: Recommend awarding the contract for Seagrass Restoration at the Indian River Water Facility (IRWF) to Sea & Shoreline LLC of Ruskin, Florida, for the restoration of 4.9 acres of seagrass, in an amount not to exceed $196,674. The term of the Contract will be upon Written Notice to Proceed and end on June 30, 2027, contingent upon receiving the required Certificate(s) of Insurance.

SUMMARY/SUPPORTING INFORMATION:

This seagrass restoration project is a match component of FPUA's two Resilient Florida grants from the Florida Department of Environmental Protection, which are contributing $53,442,920 toward the IWRF relocation. Seagrass restoration represents an opportunity to improve the lagoon as we leave the IWRF site, and provides a competitive edge to FPUA in our initial grant proposals to FDEP. A committee of three FPUA staff evaluated the three (3) responding proposals, resulting in a request for authorization to contract with Sea & Shoreline LLC. The seagrass restoration Request for Proposal (RFP) was uploaded to DemandStar on December 27, 2024 and was advertised on December 20 and 27, 2024, with the opening at 11:00 AM EST on February 11, 2025. The RFP was sent to 567 vendors. Twenty-two (22) vendors requested specifications with three (3) responding, resulting in a 14% response rate. resulting in a request for authorization to hire Sea & Shoreline LLC as the best evaluated proposal. A recommendation was received from the Public Affairs and Sustainability Director request authorization from the Board to accept the best evaluated proposal from Sea & Shoreline LLC.

ALTERNATIVES (IF ANY):

Do not approve, this is not recommended as declining to pursue seagrass restoration will jeopardize our Resilient Florida grant projects which anticipate this work as a match contribution from FPUA.

ATTACHMENTS:

25-06 Sea & Shoreline Contract (Board Ready).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 Sea & Shoreline, LLC a Florida Limited Liability Company, with its principal address at 4331 Cockroach Bay Rd., Ruskin, FL 33570 ("Contractor").

WHEREAS, the FPUA issued Request for Proposal ("RFP") # 25-06 for Seagrass Restoration at the Island Water Reclamation Facility (IRWF) on December 20, 2024, 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 perform seagrass restoration services in the Indian River Lagoon, adjacent to the IRWF located at 403 Seaway Drive, Fort Pierce, FL 34949 ("Services");

WHEREAS, the FPUA evaluated the responses received and found the Contractor qualified 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 seagrass restoration services in accordance with Contractor's proposal submitted in response to RFP #25-06 and attached hereto as Exhibit "B" ("Contractor's Proposal"). In the event of a conflict between the terms and conditions of the RFP, 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 June 30, 2027, unless otherwise terminated earlier as provided herein or extended by mutual agreement of both parties.

4. **Compensation.**

4.1. The FPUA shall pay the Contractor for Services rendered hereunder and completed in accordance with the terms and conditions in a total amount not to exceed one hundred ninety-six thousand six hundred seventy-four dollars and no cents ($196,674.00) and in accordance with the progress payment schedule, attached hereto as Exhibit "C".

4.2. 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.

4.3. 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.

5. Method of Payment.

5.1. 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.

5.2. 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.

5.3. 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.

6. Termination.

6.1. 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.

6.2. Termination for Cause.

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

6.2.1.1. 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;

6.2.1.2. 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;

6.2.1.3. 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.

6.2.2. 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.

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

6.2.4. 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.

6.3. <u>Termination for Non-Appropriation.</u> 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.

6.4. 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.

6.5. 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.

6.6. 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.

7. FPUA Project Manager. The Project Manager is hereby designated by the FPUA to be the Director of Public Affairs & Sustainability 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:

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

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

8. Standards of Conduct.

8.1. 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.

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

8.3. 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.

8.4. 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.

8.5. 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.

9. Compliance with Federal, State and Local Laws.

9.1. 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.

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

9.3. 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.

9.4. 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.

9.5. 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.

9.6. 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.

9.7. E-Verify Required. Pursuant to 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 448.095, a contract terminated under this provision is not a breach of contract.

9.8. FEMA Contract Provisions. Notwithstanding anything to the contrary herein, the parties agree that the terms and conditions set forth in Exhibit "D" (FEMA Required Contract Provisions) shall apply to any work, services or equipment purchased under this Contract that is subject to funding or reimbursement through the Federal Emergency Management Agency (FEMA).

9.9. 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.

10. 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.

11. Insurance.

11.1. 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.

11.2. 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.

11.3. 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:	$ 100,000	(Each Accident)
	$ 100,000	(Disease-Each Employee)
	$ 500,000	(Disease-Policy Limit)

11.4. 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	$ 250,000
General Aggregate	$ 500,000

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.

11.5. Automobile Liability. Contractor shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Automobile Liability for Company-Owned Vehicles, if applicable
$200,00/300,000

Hired and Non-owned Automobile Liability Coverage
$200,000/300,000

11.6. Miscellaneous Provisions.

11.6.1. 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.

11.6.2. 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.

11.6.3. 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.

11.6.4. 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.

11.6.5. 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.

11.6.6. 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.

11.7. 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.

11.8. 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

12. 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. Ownership of Documents.

13.1. Upon the termination of this Contract for any reason, and before being eligible for final payment of any amounts due, Contractor shall furnish to FPUA, at no additional cost or expense, one reproducible copy, in media acceptable to FPUA and one complete set on electronic media, of all Deliverables (to include compatible CAD, GIS, and modeling files) which have been prepared or accumulated by Contractor or by any of its subcontractors in rendering the Services.

13.2. 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. <u>Sovereign Immunity.</u> 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. <u>Miscellaneous.</u>

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:

Sea & Shoreline, LLC
4331 Cockroach Bay Rd.
Ruskin, FL 33570

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	**SEA & SHOREINE LLC**
	DocuSigned by: 09A9F263E4E34C9...
Board Chair	Signature
	Carter Henne
Date	Printed Name
ATTEST:	CEO
	Title
	4/28/2025
Board Secretary	Date

APPROVED AS TO LEGAL FORM:

FPUA General Counsel

RETURN TO: **Purchasing Program Manager** **Fort Pierce Utilities Authority** **DELIVER/MAIL TO:** **206 South 6th Street** **Fort Pierce, FL 34950** **COMMON CARRIER:** **206 South 6th Street** **Fort Pierce, FL 34950**	**Fort Pierce Utilities Authority (FPUA)** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Contact: **Nancy J. Palka** PurchasingManager@fpua.com **(772) 466-1600 x3272**	**RFP No: 25-06**
Pre-Proposal Conference Date: **N/A**	**RFP Title: SEAGRASS RESOTRATION AT IRWF (INDIAN RIVER LAGOON)**
Request to schedule a non-mandatory site visit: ***Site visits shall not be scheduled after:*** **Tuesday, January 28, 2025**.	**RFP Opening Event:** **Tuesday, February 11, 2025 @ 11:30AM EST** Bid Openings shall ONLY be conducted via a Webex Meeting, see instructions, go to SECTION IV – Special Terms and Conditions and Additional Instructions to Proposers **– Item No. 13.**
Sealed Proposal Due Date & Time Deadline: **Tuesday, February 11, 2025 @ 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:___________________________ ____ **Mailing Address:**__________________________ ____ ____	***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:	**Typed or Printed Name:**
Fax Number:	**Title:**
E-Mail Address:	**Delivery in ____n/a______ days, After Receipt of Order**
Delivery: FOB Destination	**Payment Terms: Net 30 Days**
Bid Security is attached, when required, in the amount of $ _____________N/A_______________	**If returning as a "No Proposal," please state reason:**

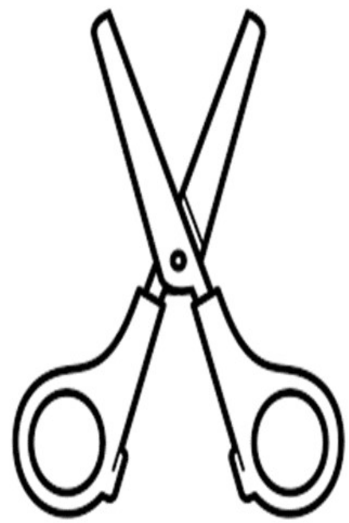
Cut along the outer border and affix this label to your sealed proposal envelope/box to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the proposal where requested.

SEALED PROPOSAL - DO NOT OPEN

SEALED PROPOSAL NO:	**RFP25-06**
PROPOSAL TITLE:	**SEAGRASS RESTORATION AT IRWF**
DUE DATE/TIME:	**TUESDAY, FEBRUARY 11, 2025 @ 11:00AM EST**
SUBMITTED BY: (Name of Company)	______________________________ ______________________________

DELIVER TO:

FORT PIERCE UTILITIES AUTHORITY
ATTN: PURCHASING PROGRAM MANAGER
206 South 6th Street
Fort Pierce, FL 34950



RFP No. 25-06 – SEAGRASS RESTORATION AT IWRF

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RFP No. 25-06 – SEAGRASS RESTORATION AT IWRF

SECTION I – GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements, scope of work, and proposal forms. The Proposal Response Form and all attachments must be executed and submitted in a sealed envelope. **Proposals not submitted on the enclosed Proposal Response Form shall be rejected.**

It is the Proposer's responsibility to read and understand the requirements of this solicitation of proposal. Proposers are required to state exactly what they intend to furnish to the FPUA via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal.

By submitting a proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. SUBMITTAL OF A PROPOSAL IN RESPONSE TO THIS REQUEST FOR PROPOSALS CONSTITUTES AN OFFER BY THE PROPOSER. Proposals which do not comply with the requirements may be rejected at the option of FPUA. This Request for Proposal does not constitute an offer or a contract with the Proposer.

Any proposals received after the designated time and date may be returned unopened.

2. ADDENDUM

Should any interested Proposer find any part of the specifications, terms, and conditions to be discrepant, incomplete, or questionable in any respect, it shall be the responsibility of the concerned Proposer to call such matters to the attention of the FPUA immediately upon receipt of the Request for Proposal.

Should revisions to the RFP Documents become necessary, FPUA will post any addendum(s) to DemandStar, and will provide a written addendum to all Proposers who received an RFP package from FPUA's Department of Finance. Proposers who obtain RFP documents from other sources must officially register with FPUA's Department of Finance in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause their proposal to be rejected as non-responsive if they have failed to submit a proposal without an addendum acknowledgment for the most current addendum.

To register, please email PurchasingManager@fpua.com with the contact's name, email address (if not the person sending), telephone number, full company name and mailing address. Please reference the RFP No. for which you are registering.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact FPUA in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

3. DELAYS

FPUA, at its sole discretion, may delay the scheduled due dates if it is to the advantage of FPUA to do so. FPUA will notify proposers of all changes in scheduled due dates by written addendum.

4. REGISTRATION WITH THE FLORIDA DEPARTMENT OF STATE

In accordance with Florida Statute 607.0505, each corporation, foreign corporation, or alien business organization that transacts business in this state shall have and continuously maintain in this state a registered office and a registered agent and shall file with the Department of State. The awarded Proposer shall be registered with the Florida Department of State, Division of Corporations.

5. NO PROPOSAL

If not submitting a proposal, please respond by returning only the Proposer Acknowledgment form, marking it "No Proposal," and give the reason in the space provided.

6. PROPOSAL OPENING

The proposal opening shall be public, at the address, date, and time specified on the "Request for Proposals and Proposer Acknowledgment" cover sheet. The proposal time shall be scrupulously observed. **Proposals delivered after the time specified may be returned unopened.** The time/date stamp clock located in the Department of Finance, or written date, time and initial of FPUA Staff, shall serve as the official authority to determine lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. **Late proposals maybe returned unopened to the Proposer. In the best interest of the Utility, FPUA reserves the right to determine the circumstances of the late arrival, if warranted. Offers by e-mail, facsimile, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after opening of the proposals.** FPUA's Purchasing Manager or designee will be the official authority for determining late bids. Proposal tabulations will be furnished on the web site: http://www.fpua.com. All proposals shall be confidential pursuant to Florida State Statutes, Chapter 119, entitled Public Records, Paragraph 119.7.

7. TAXES

FPUA is exempt from Federal Excise and State and local sales and use taxes on direct purchases of tangible personal property. The FPUA exemption number is on the face of all Purchase Orders. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Proposer. Vendors or Contractors doing business with FPUA shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with FPUA. This exemption does not apply to purchases of tangible personal property in the performance of contracts for FPUA.

8. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

9. PRICING

All prices, terms and conditions quoted in the submitted proposal will be firm for acceptance for ninety (90) days from the date of the proposal opening, unless otherwise stated by FPUA.

All proposal prices must remain firm through the end of the initial contract period as indicated by Section 9 of any attached DRAFT contract. If a contract is not required, such as a single purchase, all proposal prices must remain firm for 90 days from the Proposal Opening, and for one (1) year from Proposal Opening in the event of an annual Blanket Purchase Order.

10. QUANTITIES

The quantity reflected on the Proposal Response Form is a good faith estimate based on previous and/or anticipated usage. FPUA reserves the right to purchase more or less than that quantity estimated to conform to the actual need.

11. MISTAKES

Proposers are expected to examine the specifications and scope of work, delivery requirements, proposal prices, extensions and all instructions pertaining to the proposal. **FAILURE TO DO SO WILL BE AT THE PROPOSER'S RISK.** Written-out amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Changes to proposals must be initialed in ink by the Proposer.

12. AWARD

As the best interest of FPUA may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals, or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a re-proposal. Proposers are cautioned to make no assumption until FPUA has entered into a contract or issued a Purchase Order.

13. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of Purchase Order in space provided on the Request for Proposals and Proposer Acknowledgment and on the Proposal Response Form. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into the specifications and scope of work, the contract, or the Purchase Order document. Delivery shall be to the location specified in the RFP specifications and scope of work.

14. CONTRACTUAL AGREEMENT AND/OR PURCHASE ORDER

Upon award, the successful Proposer shall sign a contract with FPUA. One or more purchase orders will be issued to the successful Proposer according to the term specified within Section IV.

The terms, conditions, and provisions in this RFP shall be included and incorporated in any final contract or purchase order. In the event of a conflict between the terms of the final contract or purchase orders(s) issued and any other documents related to this solicitation, the order of precedence shall be the contract, RFP documents issued by FPUA, the awarded Proposer's submission, and purchase order(s) issued, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to Florida law without reference to any conflict of laws principals. Venue for any action related to this solicitation and the contract or purchase order(s) issued shall be in the State or Federal Courts located in Fort Pierce, Florida.

15. NO ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the RFP response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications and scope of work, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these RFP Documents are the only conditions applicable to this RFP and the Proposer's authorized signature on the Proposal Response Form attests to this.

16. INTERPRETATION OF REQUEST FOR PROPOSALS

All Proposers shall carefully examine the RFP Documents. Any ambiguities or inconsistencies shall be brought to the attention of FPUA in writing prior to the opening of proposals; failure to do so, on the part of the Proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the RFP Documents shall be requested in writing, and received by FPUA at least seven (7) days prior to the RFP Opening. Inquiries shall be made in accordance with Section IV – Special Terms and Conditions and Additional Instructions to Proposers. No person is authorized to give oral interpretations of, or make oral changes to, the RFP. Therefore, oral statements given before the RFP opening will not be binding. Any interpretation of or changes to the RFP will be made in the form of a written addendum to the RFP and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal.

FPUA will record its responses to inquiries and any supplemental instructions in the form of a written addendum. FPUA will post any addendum(s) to DemandStar and will send a written addendum to all Proposers who requested an RFP directly from the FPUA Department of Finance. All proposers should contact FPUA at least seven (7) calendar days before the RFP opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. FPUA shall not be responsible for providing said addendum to proposers who receive RFP packages from other sources unless Proposer has registered with FPUA in accordance with Section 2.

17. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or Purchase Order issued pursuant to this RFP shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or Purchase Order document, and to be submitted to the Department of Finance at the address as stipulated on the Purchase Order, Fort Pierce Utilities Authority, ATT: Accounts Payable, PO Box 3191, Fort Pierce, Florida 34948-3191 or send to AP@FPUA.com.

b. All invoices submitted shall clearly reference the Purchase Order number; provide a sufficient salient description to identify the goods or services for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated FPUA employee or authorized agent; be clearly marked as “partial”, “complete”, or “final” invoice. FPUA will accept partial deliveries unless otherwise specified in the contract or Purchase Order document.

c. Contractor shall be paid by FPUA in the following manner: (weekly, monthly, per job, per delivery, etc.) and in accordance with the Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes. The calculations shall begin using the date the invoice was received.

18. ASSIGNMENT

Any Purchase Order or contract issued pursuant to this RFP and the monies which may become due hereunder are not assignable except with the prior written approval of FPUA, through the Department of Finance.

19. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage and provide Certificate(s) of Insurance reflecting the minimum amounts and conditions specified in Section III – Required Limits of Insurance, and/or Section IV – Special Terms and Conditions and Additional Instructions to Proposers. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer’s insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

20. CONFLICT OF INTEREST

All Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of FPUA. All Proposers must disclose the name of any FPUA employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer’s firm or any of its branches.

21. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules, and regulations, that are applicable to the items being proposed. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

22. PROPOSER’S REPRESENTATION

A Proposer must have at the time of RFP opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposed, and capable of producing or providing the items proposed, and so certifies by submission of this proposal.

23. PROPOSER’S SITE INSPECTION

FPUA reserves the right to inspect the Proposer’s facilities prior to award and at any reasonable time during the contract period, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business and is a responsible Proposer.

24. BUSINESS TAX RECEIPT/OCCUPATIONAL LICENSE

Proposers may be asked to provide a copy of a valid Business Tax Receipt/Occupational License from their jurisdiction with their RFP submittal. In addition, building Contractors, when required by law, must provide a copy of their Fort Pierce and/or St. Lucie County Certificate of Competency.

25. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

Proposers are required to return a completed W-9 Taxpayer Identification Form with their proposal. The complete form, including instructions, is located at: http://www.irs.gov/pub/irs-pdf/fw9.pdf

26. DRUG-FREE WORKPLACE (DFW)

In accordance with Florida Statutes §287.087, preference shall be given to businesses with Drug-Free Workplace (DFW) Programs. Whenever two or more Proposers which are equal with respect to price, quality, service, and in all other aspects are received by FPUA for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

27. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in FPUA procurement process may contact the Purchasing Manager for information and assistance.

28. EEO STATEMENT

FPUA is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the awarded Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer. Inability or unwillingness to comply may be cause for withdrawal of a successful award.

30. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this RFP prior to their delivery, it shall be the responsibility of the Proposer to notify the Department of Finance at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. FPUA reserves the right to accept such alteration or to cancel the contract or Purchase Order at no further expense to FPUA.

31. PATENTS AND ROYALTIES

The Proposer warrants that there has been no violation of copyright or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold FPUA harmless for all liability, loss or expense occasioned by any such violation. The Proposer, without exemption, shall indemnify and save harmless, FPUA, its employees and/or any of the FPUA Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made or is pending, the Proposer may, at its option and expense, procure for FPUA the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, FPUA agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood, without exception, that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

32. ADVERTISING

In submitting a proposal, Proposer agrees not to use the results thereof as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within FPUA.

33. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals may be rejected if there is reason to believe that collusion exists between Proposer's proposals in which the prices obviously are unbalanced.

34. NO ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless the conditions, specifications, and scope of work of this RFP expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by FPUA's Department of Finance. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

35. DISPUTES

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from FPUA.

36. PUBLIC RECORDS

Upon award recommendation or ten days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders who do not wish information they provide to become public record, must invoke the exemptions to disclosure provided by law in the response to the Bid, must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

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

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

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

2) Upon request from FPUA's custodian of public records, provide FPUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law;

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to FPUA;

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

37. TRADE SECRET AND CONFIDENTIAL MATERIAL

In accordance with Florida Statutes, including section 119.01 (Public Records) and 815.045 (Trade Secret Information), if Contractor considers any information related to its bid, proposal, or the services to be provided to FPUA, to be a trade secret or confidential material under Florida or federal law(s), Contractor shall designate such portions of the material by clearly marking it CONFIDENTIAL or TRADE SECRET when it is submitted to FPUA (hereinafter Confidential Material). If FPUA receives a public records request for the Confidential Material FPUA will provide only the materials not designated confidential or trade secret. If the requester of the information asserts a right to examine the Confidential Material FPUA will notify Contractor, and Contractor shall be responsible for responding to and resolving any claims for access to the Confidential Material. If FPUA is served with a request for discovery or order related to the Confidential Material, FPUA will promptly notify Contractor, and Contractor shall be responsible for filing the appropriate motion or objection to protect its Confidential Material from disclosure.

FPUA will provide the Confidential Material only if the Contractor fails to take appropriate action to protect the Confidential Material from disclosure within the timeframe(s) established by the applicable statute, rule or order. The Contractor shall protect, defend, and indemnify FPUA against all claims, costs, fines, and attorney's fees arising from or relating to its designation of material as Confidential Material.

38. PROPOSAL PREPARATION COSTS

Neither FPUA nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. The Proposer preparing a bid in response to this proposal shall bear all expenses associated with its preparation. The Proposer shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to FPUA for the expense of bid preparation and/or presentation. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

39. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

40. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Florida State Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $35,000) with any person or affiliate on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3) (f) Florida Statutes.

41. DISCRIMINATORY VENDORS & SCRUTINIZED COMPANIES LISTS

Discriminatory Vendors List. Pursuant to Section 287.134 , Florida Statues, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONTRACTOR, supplier, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Scrutinized Companies Lists. 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 submitting a response to this solicitation, the company 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

42. RESPONSIBLE VENDOR DETERMINATION

Responding vendor is hereby notified that Section 287.05701, Florida Statues, requires that the FPUA may not request documentation of, or a vendor's social, political, or ideological interests when determining if the vendor is a responsive vendor.

43. NON-COLLUSION CERTIFICATION

By submitting a bid or proposal to FPUA the individual signing the bid/proposal on behalf of the Contractor certifies that the bid/proposal is genuine, accurate and factual, and that:

1) The Contactor has not colluded, conspired or agreed directly or indirectly with any other person or entity in any way to fix the price, terms, or otherwise secure an advantage over FPUA or any person interested in the proposed contract.

2) The price of the bid/proposal was determined independently of outside consultation and was not influenced by any other company, client or Contractor.

3) No company, client or Contractor has been solicited to propose a fake or sham bid or proposal, or to refrain from bidding or submitting any form of noncompetitive bid, proposal, or response.

4) The price of the bid/proposal has not been disclosed to any client, company or contractor and will not be disclosed until after the formal date the subject bid or proposal is awarded by FPUA.

5) The Proposer also certifies that its bid is in all respects fair and without outside control, collusion, fraud, or otherwise illegal action.

44. E-VERIFY REQUIRED

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

45. HOUSING AND URBAN DEVELOPMENT REQUIREMENTS

Under this federally-funded contract, **the Contracted Party will comply with Section 3** of the Housing and Urban Development Act of 1968, as amended (42 U.S.C. 1701a) and with the requirements of 24 C.F. R. Part l35 requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The **Contracted Party will comply with Davis-Bacon and Related Acts (DBRA),** which requires payment of prevailing wages on federally funded or assisted construction projects. The Davis-Bacon Act applies to each federal government or District of Columbia contract in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, including sewer rehabilitation. Basic provisions require that Contractors and sub-contractors must pay laborers and mechanics employed directly upon the site of the work at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed.

For prime contracts in excess of $100,000, Contractors and sub-contractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over a 40-hour workweek.

The **Contracted Party will comply with federal requirements to include** M/WBE participation goal up to twenty percent (20%) of the entire contract value. The participation requirement may be met either through the initial contract award (if the prime Contractor is an MBE and is a WBE) or the requirement may be addressed through subcontracts specified within the Prime Bidder's proposal or bid

ANY AND ALL SPECIAL TERMS AND CONDITIONS, ADDITIONAL INSTRUCTIONS, SPECIFICATIONS AND SCOPE OF WORK ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II – SPECIAL TERMS AND CONDITIONS – LOCAL VENDOR PREFERENCE

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SEE SECTION IV – SPECIAL TERMS AND CONDITIONS AND ADDITIONAL INSTRUCTONS TO BIDDERS – ITEM NO. 22 – LOCAL VENDOR EXCULSION

SECTION III – REQUIRED LIMITS OF INSURANCE

TYPE III

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

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

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

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

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

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

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

CONTRACTOR shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General

Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without restrictive endorsements other than mandatory endorsements under an ISO filing.

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

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

Each Occurrence Bodily Injury and Property Damage Liability Combined	$500,000.

Property Insurance - If the Contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the CONTRACTOR shall provide Builder's Risk insurance or an Installation Floater. Such insurance shall be provided on an all-risk basis. The minimum amount of insurance shall be 100% of the installed replacement value of the installation.

Professional Liability - If the Contract includes a requirement for professional liability insurance, such insurance shall be on a form acceptable to FPUA and shall cover the Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a 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 minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

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

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

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

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

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

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

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

Certificates of Insurance must be completed as follows:

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

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

Certificates may be emailed to: risk@fpua.com

(Rev. 02/2019)

SECTION IV – SPECIAL TERMS AND CONDITIONS AND ADDITIONAL INSTRUCTIONS TO PROPOSERS

1. REQUEST FOR PROPOSAL (RFP) SCHEDULE OF EVENTS

This schedule of events represents FPUA's best estimate of the schedule that shall be followed for this RFP. If a component of this schedule, such as the deadline for the receipt of proposals, is delayed, the rest of the schedule shall be shifted, and any Addendums shall address the changes in dates. Any and all dates are subject to change. The approximate RFP schedule is as follows:

EVENT	DATE
Issuance of RFP – Publicly advertised and posted	December 18, 2024
Deadline for Site-Visit	January 28, 2025
Deadline for questions	February 3, 2025, 5:00PM
Proposals due Deadline	February 11, 2025, 11:00AM
Proposal Opening Event	February 11, 2025, 11:30AM
Proposal Evaluation Submittal Deadline	February 26, 2025, 11:00AM
Short List Notice of Intent, if applicable	TBD, update by Addendum
Notice of Intent to Award	To Be Determined
Contract Negotiations, if applicable	To Be Determined
Board Approval/Contract Execution	To Be Determined
Proposed Project Kickoff Meeting	To Be Determined

2. ISSUANCE OF RFP

RFP document shall be publicly advertised in the local newspaper and shall also be posted to *DemandStar* and www.fpua.com.

3. DEFINITIONS

TERM	DEFINITION
Bid and Proposal	Words such as "bid" and "proposal" are interchangeable in reference to all offers submitted by prospective proposers.
Bidder, Proposer, Vendor, Firm, Contractor	Words such as "Bidder", "Proposer", "Vendor", "Firm" and "Contractor" are interchangeable in reference to all offers submitted by prospective proposers.
Product(s) and Materials(s)	Words sch as "product" and "material" are interchangeable in reference to all offers submitted by prospective prospers.
May	Indicates something that is not mandatory but permissible.

Shall/Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, FPUA may, at its sole discretion, ask the Proposer to provide the information or evaluate the proposal without the information.
Work Order(s), Work Order Request(s) and Task Order(s)	Words such as "Work Order(s)" "Work Order Request(s)" and "Task Order(s)" are interchangeable in reference to all documents needed to direct contractor(s) to proceed with project jobs.

4. BID BOND AND PERFORMANCE BOND REQUIREMENTS

No Bonds are required for this Request for Proposal.

5. MANDATORY PRE-PROPOSAL CONFERENCE – VIRTUAL/VIDEO WEBEX

No Pre-Proposal Conference is planned.

SITE VISIT(S) – Proposers may either:

- **Drive by the location** on their own to view project site located at **Wastewater Treatment Plant, located at 403 Seaway Drive, Fort Pierce, Florida** 34949.
  OR
- **Request to schedule a non-mandatory site visit** to view the project site.
  - Proposer must contact the Purchasing Program Manager by e-mail at purchasingmanager@fpua.com or by phone at 772-466-1600x3272 to schedule the site visit with the Director of Public Affairs & Sustainability or other designated FPUA staff.
  - ***Site visits shall not be scheduled after*** **Tuesday, January 28, 2025**. Any questions that have not been addressed in this Request for Proposal shall be answered and distributed via Addendum.
  - **Site location** is at Fort Pierce Utilities Authority's (FPUA) **Wastewater Treatment Plant, located at 403 Seaway Drive, Fort Pierce, Florida** 34949.

6. CONTACT PROHIBITION

All prospective proposers are hereby instructed not to contact any member of Fort Pierce Utilities Authority or FPUA staff member other than the Purchasing Program Manager identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, FPUA's Intent to Award, or FPUA's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.

7. QUESTIONS AND ADDENDA

The proposer shall examine all proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents.

Any questions regarding this RFP shall be *submitted in writing* via e-mail to the Purchasing Manager by the deadline stated herein at PurchasingManager@fpua.com. FPUA shall not be responsible for interpretations given by any other FPUA employee or representatives. A list of all questions received by FPUA and subsequent FPUA answers shall be distributed to all Proposers and shall also be posted to *DemandStar and* www.fpua.com.

- Responding Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document. If a respondent discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, they should immediately notify the Purchasing Program Manager of such error in writing, via e-mail, and request modification or clarification of the RFP document.
- FPUA will not respond to oral inquiries.
- Any oral instructions given are not binding.
- It shall be the responsibility of the proposer, prior to submitting their proposal, to determine if addenda were issued, acknowledging same, and incorporating then into their proposal submission.

Again, other than instructions provided in this RFP, any contact with any other FPUA staff or consultants, from the date of issuance of this proposal until the final selection, regarding this RFP, may be grounds for disqualification from the RFP process.

8. EXECUTION OF PROPOSAL

The Request for Proposals and Proposal Acknowledgment cover sheet as well as the Proposal Response Form should contain a manual signature, in ink, of an authorized representative registered with the Florida Department of State (or of someone authorized by such a person via affidavit or corporate resolution), who has the legal ability to bind the Proposer in contractual obligations. If signed by someone not listed as a company officer, then a copy of the affidavit or resolution giving contracting signature authority to the signer must be forwarded with the proposal. The names of authorized representatives are listed on the website http://www.sunbiz.org. **FAILURE TO PROPERLY SIGN THE PROPOSAL MAY INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AN AWARD.**

Proposals must be typed or legibly printed in ink. All change(s), erasure(s) or correction(s) made by Proposer to any part of the RFP document must be initialed in ink. The original RFP conditions, specifications and scope of work cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by the Proposer and attached to the proposal.

9. DOCUMENT SUBMISSION

Proposer shall submit:

- **one (1) compete "hardcopy" set – labeled a "Original"**
- **one (1) complete "hardcopy(s)" set or Flash Drive - labeled as "Copy"**

of their proposal complete with all supporting documentation. Clearly mark each set as either "ORIGINAL" or "COPY".

The face of the envelope/box should contain the Proposer's name, return address, the date and time of RFP opening, the RFP number and title. The RFP package may be delivered or mailed. If the proposal package is being mailed, the package exterior must also contain the Proposer's name, return address, the date and time of proposal opening, the proposal number and title. *Proposer shall affix sealed proposal label provided* to outside of envelope/box.

- Deliver to: Or Mail to:

Deliver to:	Or	Mail to:
Purchasing Program Manager		Purchasing Program Manager
Fort Pierce Utilities Authority		Fort Pierce Utilities Authority
206 South 6^{th} Street		206 South 6^{th} Street
Fort Pierce, FL 34950		Fort Pierce, FL 34950

When common carrier, such as USPS, FedEx, or any other delivery service is used, vendor should clearly label the carriers' packaging

10. MODIFICATION AND WITHDRAWAL OF PROPOSALS

A Proposer may correct, modify, or withdraw a Proposal by written notice received by FPUA's Purchasing Program Manager prior to the date and time set for the Proposal opening.

- After the deadline, proposals become a record of FPUA and will not be returned to the Proposer.
- Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No.__."
- Each modification must be numbered in sequence and must reference the original RFP.
- After the Proposal opening, a Proposal may not change any provision of the Proposal in a manner prejudicial to the interests of FPUA or fair competition.
- Minor informalities will be waived, or the Proposer may be allowed to correct them.
- If a mistake in the intended Proposal is clearly evident on the face of the Proposal document, the mistake shall be corrected to reflect the intended correct Proposal, and the Proposer shall be notified in writing; the Proposer may not withdraw the Proposal.

- A Proposer may withdraw a Proposal if a mistake is clearly evident on the face of the Proposal document, but the intended correct Proposal is not similarly evident.

11. PERFORMANCE

Failure on the part of the proposer to comply with the conditions, terms, specifications, and requirements of this RFP shall be just cause for the cancellation of an acceptance and award of proposal.

12. SEALED PROPOSALS DUE DATE DEADLINE

Sealed Proposal submission is due no later than **11:00 AM EST, Tuesday, February 11, 2025** to Fort Pierce Utilities Authority's (FPUA), per delivery address indicated on the Request for Proposal and Proposer Acknowledgement and Label provided.

When common carrier, such as USPS or FedEx, or other delivery service is used, vendor should clearly label the carriers' packaging, as per SECTION 1 – General Terms and Instructions to proposers.

13. PROPOSAL OPENING EVENT

All proposers are invited to attend a ***non-mandatory*** "public recording of sealed offers," via *www.Zoom.us*, on the date which is also provided on the Request for Proposal (RFP) and Proposer Acknowledgment cover sheet.

Proposal Opening and Receipt Recording Event is scheduled for **11:30 AM EST, Tuesday, February 11, 2025,** to be conducted via *www.Zoom.us.* Proposers may join the event at the following address on your computer:

https://zoom.us/j/93449304338?pwd=mFXPrNIcdRdNFaiA70SwZRker5LmOq.1

- Follow the prompts on screen
- Meeting ID number: **934 4930 4338**
  - Password: **155364**

- Need help? Go to https://zoom.us

The purpose of the public proposal opening is for an acknowledgement of proposals received. No award will be made or implied at this time. Proposal documents will not be reviewed or evaluated at the proposal opening. Public recording shall include the name of the proposer, verification that price and/or technical proposals were submitted. A sign-in sheet for those in attendance. At this time, there shall be no questions taken from those in attendance and questions or inquiries regarding the proposals submitted shall not be addressed during this process. The recorded Proposal Tabulation document shall be posted to the "Public", shortly thereafter, via postings to *www.DemandStar.com*.

14. ADMINISTRATIVE REVIEW

Proposals will be reviewed initially, on a PASS/FAIL determination, where indicated in RFP; to verify that mandatory requirements are met. Failure to meet mandatory requirements may result in rejection of the Proposal.

15. EVALUATION PROCEEDING if required by Granting Agency(s), not required for this RFP.

An evaluation shall be conducted of all responsive proposers that have meet all administrative requirements. The evaluation process is "open to the public", on the date provided here and on the RFP Schedule of Events. At this time there shall be no questions taken from those in attendance and that questions or inquiries regarding the proposals submitted shall not be addressed during the evaluation process. Evaluation Attendance Log document and Evaluation document(s) shall be posted to the "Public", shortly thereafter, via postings to *www.DemandStar.com*.

A Selection Committee comprised of three (3) FPUA staff shall evaluate all proposals to determine compliance with threshold criteria and responsiveness.

16. EVALUATION CRITERIA

Award will be made to the responsible and responsive proposers as evaluated according to legal preferences, by a weighted point system, with maximum points per criteria as follows:

	Possible Points
A. Overall Cost	40
B. Approach to Work	30
a. Methods, procedures, materials and equipment	
b. Understanding of Scope of Work requested	
C. Organizational Profile	10
a. Office Location(s)	
D. Project Team Experience	20
a. Qualifications	
b. Work Experience in this type of work	
c. License(s) and/or Certificate(s)	
E. Project Experience	25
a. References	
b. Work History	
c. Past service and performance, if applicable	
F. Project Timeline	25
Possible total Points:	**150**

FPUA reserves the right to waive any irregularity or informality in the proposals received, to determine, in its sole discretion, whether or not the informality is minor, to reject or accept any or all proposals and to select the responsible and responsive proposer based on criteria which serves the best interests Fort Pierce Utilities Authority.

FPUA Board retains the right to accept or reject the recommendations of the evaluation committee and select the best-qualified responsible and responsive proposer to serve in the best interest of FPUA.

17. VENDOR SHORT LIST AND VENDOR PRESENTATIONS (at the discretion of FPUA) OR if required by Granting Agency

A. Short List

- FPUA reserves the right to "Short List" two (2) to three (3) of the top responsible and responsive proposers for an additional evaluation, if circumstances warrant.
- If it is determined that there is a need of a "short List" of proposers:
  - A public "Short List" of Intent shall be posted to DemandStar of the proposer "Short List" Ranking.
  - Scheduling for a virtual evaluation shall be arranged and publicly ***announced via Addendum*** and posted to *DemandStar* and *www.FPUA.com*.
    - Proceedings shall be open to the public.
    - Same evaluation criteria shall be used as in Item Number 18. Above.

B. Vendor Presentations

- At the discretion of FPUA, only those selected for the "Short List" ***may be required*** to provide a presentation of the proposed solution for the evaluation committee.
- If presentations are requested:
  - The presentations are simply to clarify information and are not an opportunity to change the requirements of the RFP terms.
  - Scheduling for presentations shall be arranged and publicly ***announced via Addendum*** and posted to *DemandStar* and *www.FPUA.com*.
  - This event is not open to the public.
  - Evaluation(s) to follow vendor presentations, see Item Number 19 – "Short List" above.

18. SELECTION

A minimum of one (1) CONTRACTOR shall be selected. FPUA anticipates making an award of contact to one CONTRACTOR but reserves the right to award more than one if it is in the best interest of FPUA.

19. CONTRACT NEGOTIATIONS

Contract negotiation maybe requested by FPUA.

20. CONTRACT

Upon award, the successful Proposer(s) shall sign a contract with FPUA. Services to be performed under contract shall commence for the period described below, and upon written notice of award. A draft sample copy of contract is available upon request.

A contract shall not exist until approved by the appropriate levels of FPUA authority and properly executed. The Request for Proposal shall be included in and be made part of the final award and contract.

21. FEMA ADDENDUM to FPUA GENERAL TERMS AND CONDITIONS for FEMA REQUIRED CONTRACT PROVISIONS, this is not applicable to this RFP.

The FEMA Addendum contract provisions apply to any and all purchases of services or equipment that is subject to funding or reimbursement through the Federal Emergency Management Agency (FEMA), therefore "local preference" shall not be considered in this RFP. See attachment F for FEMA Addendum document.

22. LOCAL VENDOR PREFERENCE EXCLUSION

FPUA Local Vendor Preference has been waived for this solicitation and all references contained herein and non-applicable to this solicitation and subsequent Agreement(s) and/or Purchase Order(s).

23. TERM AND RENEWAL OPTIONS

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

Awarded contractor shall comply to the Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLCRF) Agreements, *Attachment 8*.

Awarded contractor must sign the Byrd Anti-Lobbying Amendment Certification Form included in *Attachment F* FEMA Addendum to FPUA General Terms and Conditions FEMA req1uired Contract Provision (Non-Construction).

Awarded proposer must sign the State of Florida Department of Environmental Protection Resilient Florida Grant Program Contractual Services Certification form, *Exhibit H.*

Awarded proposer shall also provide to FPUA proof of insurance for all sub-contractor(s), if applicable. See *Exhibit I* for DEP required limits of Insurance(s).

Awarded contractor must enroll in FPUA's e-payables program, which is mandatory, see *EXHIBIT P* for:

- E-payment instructions.
- E-payment enrollment form.

24. PERMITS

Contractor shall be responsible for obtaining all permits required, if applicable, by Federal, State, County and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications, including re-inspections fees.

25. NOTICE OF INTENT TO AWARD

A public Notice of Intent to Award shall be posted to *www.DemandStar.com.* The notice shall include:

- the awarded CONTRACTOR(s).

26. INQUIRIES/QUESTIONS

All inquiries will be made in writing and addressed as follows, to:

Nancy J. Palka, Purchasing Program Manager
Supply Chain Management
Fort Pierce Utilities Authority
P.O. Box 3191
Fort Pierce, FL 34948-3191
Email: PurchasingManager@fpua.com, **preferred.**
Fax: (772) 467-2504

Inquiries should be made prior to seven (7) calendar days of the RFP opening date.

SECTION V – SPECIFICATIONS AND SCOPE OF WORK

1. PURPOSE OF PROPOSAL

Fort Pierce Utilities Authority (FPUA) is seeking qualified restoration contractors to restore seagrass within the Indian River Lagoon (IRL).

2. BACKGROUND – A Brief history of project

Over the past 15 years almost 90% of the seagrass biomass in the Indian River Lagoon has vanished, the impact - diminished natural recolonization. In addition, in 2020-2022, an unusual mortality event was documented for manatees in the region and attributed to emaciation from limited seagrass and macroalgae food availability (Florida Fish and Wildlife Conservation Commission). The planting of seagrass through this project contributes to restoration efforts of this critical habitat in the Indian River Lagoon.

The objective of this project is therefore restoration of at least 4.9 acres of canopy-forming seagrass meadows that are self-sustaining by overcoming rate limiting steps to seagrass recovery. Project location is in the Indian River Lagoon adjacent to the Fort Pierce Utilities Authority (FPUA) Wastewater Treatment Plant located at 403 Seaway Drive, Fort Pierce, Florida, 34949.

FPUA has an estimated budget for this project of $203,200; available for costs associated with acquiring, preparing, and planting seagrasses and constructing and maintaining herbivory exclusion devices. This project honors restoration activities proposed in connection with two grants that have been secured from the Florida Department of Environmental Protection Resilient Florida program towards the relocation of the FPUA Wastewater Treatment Plant off of the Indian River Lagoon.

The length and the scope of work is contingent in part upon the existing grant agreements between FPUA and the Florida Department of Environmental Protection (DEP), through which FPUA is relocating our wastewater treatment plant. Specifically, FPUA has committed to restoring at least 4.9 acres of seagrass along the coast of the existing treatment plant as a means by which we can support and restore the Indian River Lagoon ecosystem in conjunction with our relocation. At least 2.23 acres of seagrass should be installed with monitoring be June 2023. The remainder should be complete by June 2027.

The work shall be conducted or directly supervised by persons having expertise designing and implementing seagrass restoration activities. This shall be demonstrated by submittal of prior seagrass restoration or successful mitigation projects and the associated monitoring reports that demonstrated successful installation. Reports must have been submitted to a governmental agency, regulatory permitting agency, or grant manager.

3. RECORD KEEPING - GRANT

Grantee (FPUA) and contractor shall maintain books, records and documents directly pertinent to performance under this RFP and Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this RFP and Agreement and for five (5) years following the completion date or termination of the Agreement.

- In the event that any work is subcontracted, FPUA shall similarly require each subcontract or maintain and allow access to such records for audit purposes.

4. FPUA DUTIES

FPUA shall be responsible to provide:

- Access to the restoration site through the wastewater treatment plant property, as needed and jointly scheduled. Exact location of restoration activity can be a component of the RFP submittal and is not otherwise locked in or permitted.
- Photo(s):

5. CONTRACTOR'S DUTIES

The Contractor shall be responsible for, but not limited to:

- Permitting to gain the necessary permits for the seagrass restoration
- Responsible for obtaining all permits required by Federal, State, County and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications, including re-inspection fees.
- Installation of at least 4.9 acres of seagrass in areas of the Indian River Lagoon adjacent to the FPUA wastewater treatment plant.
- Provide a quality assurance person to verify plant counts and that each plant and planting unit meets specifications.
- Provide a schedule and timeline for project tasks, including a milestone payment schedule to coincide with the completion of tasks per the project schedule and timeline.
- Work hours – all work must be completed during daylight hours.
- Seagrass storage requirements
  - Must be stored and transported to prevent roots, shoots, and blades from drying out.
  - The Contractor shall ensure seagrass is stored properly in ambient seawater until transplanted at the restoration site. All seagrass should be harvested, assembled into planting units, and transplanted on the same day to minimize and standardize stress to the seagrass. At most, harvested rhizome fragments could be stored in the Indian River Lagoon for up to three days. Once attached to staples, planting unit must be transplanted within one day.
- Nursery-sourced seagrass must comply with all applicable local, state, and federal regulations for transplant into the Indian River Lagoon
- The Contractor shall employ all measures necessary to avoid damage to seagrass material during harvesting, transport, PU assembly, and placement at the restoration site. A small amount of seagrass (1 to 2 shoots) found to be in poor condition (i.e., bent, broken, or squished) may be discarded and/or grouped with higher-quality shoots for PU assembly however, excessively damaged seagrass should be excluded from transplanting.
- Contract award will be on a fixed-cost basis, however, all costs related to labor, staff time, volunteer hours, and material acquisition, preparation, deployment, and maintenance shall be tracked and reported to the Director of Public Affairs and Sustainability for reporting purposes.
- Provide all labor, supervision, material, equipment, and tools to perform and complete the work.
- Contractor is responsible for all of its equipment, materials, and personnel while on FPUA property.
- The Contractor and/or employees shall present a professional appearance, properly uniformed, courteous and conduct themselves in a respectable manner in the performance of the duties and while on FPUA properties.

- Contractor and/or employees shall perform all work in an orderly and professional manner.
- Contractor shall maintain site security to FPUA standards during the course of project.
- The Contractor will be responsible for all damage(s) caused by an error, mistakes, products, supplies, or equipment used to perform duties under this Contract.
- Maintain a clean and orderly project work area so as not to conflict with FPUA operations.
  - Clean up all work areas after completion of work daily.
  - Debris that may result from installation and removal should be disposed of by contractor.
- Provide workmanship/labor guarantee document(s).
- Awarded contractor will schedule the work with the Director of Public Affairs and Sustainability at least two (2) weeks in advance to ensure that the substation can be manned by an FPUA Substation employee.

6. SPECIFICATIONS AND SCOPE OF WORK

The scope of work includes, but is not limited to:

- Completion of preliminary benthic survey to capture ecosystem conditions prior to restoration.
- Project design to include identification of seagrass species, location of restoration, and timeline of restoration and maintenance.
- Obtaining necessary and required authorizations, permits for the restoration project. Contractor shall work with local, state, and federal regulatory agencies to obtain all necessary authorizations for this seagrass restoration project to occur.
- Cultivation of seagrass planting units
- Fabrication of herbivory exclusion devices
- Placement of restoration seagrass units and herbivory exclusion devices at project site
- Maintenance and monitoring of restoration project

The Contractor shall adhere to all conditions set forth in the associated grant funding agreements including the State of Florida Department of Environmental Protection Resilient Florida agreement to relocate the wastewater treatment plant off of the Indian River Lagoon (23FRP12 and 25SRP28).

7. TECHNICAL SPECIFICATIONS

- Seagrass should ideally be planted within the proper season between March and June, preferably prior to the end of May.
- Herbivory exclusion devices must be placed in conjunction with seagrass planting, immediately after seagrass is planted.

8. INVOICING

Invoicing shall be provided on a frequency no greater than a monthly draw basis.

- Invoice should outline the number of whole plots completed.
- Contracts awarded for herbivory exclusion cages will be invoiced for the total number of cages delivered, and monthly for cage maintenance.
- Clearly identify and list as separate line item(s) any other charges that had been pre-approved by FPUA staff, if applicable.
- Any and all permit(s) and permit re-inspection fee(s), if applicable, are to be listed on invoice as separate line item(s) labeled as **"pass thru**."

Contractor may also choose to delay invoicing for seagrass planting until the completion of installation. This includes invoice for seagrass planting of at least 2.23 acres installed by or before September 2025 and the remainder installed by or before September 2026.

Additional items to be submitted with payment requests:

- Images of planting units
- Number of planting units prepared and deployed
- Number of herbivore exclusion devices, constructed and deployed
- All costs related to labor, staff time, and material acquisition, preparation, deployment, and maintenance.

The Contractor shall supply FPUA with an electronic copy of As-Built Drawings in ArcGIS, or similar software approved by FPUA, upon satisfactory completion of the Project and prior to final payment. This includes proof of at least 2.23 acres installed by or before September 2025 and the remainder installed by or before September 2026.

9. LOCATIONS

Work shall be performed in the Indian Rive Lagoon adjacent to the Fort Pierce Utilities Authority (FPUA) Wastewater Treatment Plant located at 403 Seaway Drive, Fort Pierce, Florida, 34949.

10. JOBSITE WORK HOURS

All work shall be performed during daylight hours.

- Any additional access times required shall be coordinated with FPUA's Water Wastewater Superintendent or other department designate at a minimum of 48 hours in advance. ***Authorization must be received prior to commencement of such work.***

11. PROPOSAL SUBMITTAL FORMAT

Document should be submitted in the following manner:

- “single-sided”, unless otherwise requested by FPUA
- Typed
- All documents requested in SECTION V- SPECIFICATIONS AND SCOPE OF WORK – ITEM NO. 12–REQUIRED SUBMISSION FORMS AND OTHER REQUIRED DOCUMENTS must be submitted, unless otherwise indicated. Failure to submit Failure to submit all required information may result in a lowered evaluation score, therefore, at FPUA’s discretion FPUA may reject proposals that are substantially incomplete or lack key information.
- Emphasis should be placed on completeness and clarity.
- All corrections to the proposal must be initialed.
- Presented in an easily unbound binder apparatus or binder clip (FPUA preferred) – **NO STAPLES, please**.
- If presented in a three-ring binder, limit the size to no larger than one (1)-inch.

Document Submission will be presented in the following format:

A. Title Page:

List the following:

- RFP Number: **RFP 25-06**
- RFP Subject: **Seagrass Restoration at IRWF**
- Date
- Company Name
- Contact person, including title, who is authorized to represent the firm
- Telephone number(s)
- E-mail Address(s)
- Mailing Address

B. Table of Contents

Include a clear identification of the document(s) included in the proposal by ITEM number and page number:

ITEM A-Request for Proposal and Proposer Acknowledgement Form
ITEM B-All Proposal Addendum(s), if applicable
ITEM C-Cover Letter
ITEM D-Project Approach
ITEM E-Proposal Submittal Checklist
ITEM F-Registration with the Florida Department of State
ITEM G-Organizational Profile/Office Location(s)
ITEM H-Project Team Experience-Qualifications/License(s) and/or Certificate(s)
ITEM I-Project Experience/References/Work History
ITEM J- Project Timeline
ITEM K-Vendor Proof of Insurance(s) and Sub-Contractor(s) Proof of Insurance

ITEM L-Safety Practice and History
ITEM M-Proposal Response Form
ITEM N-Workmanship/Labor Guarantee
ITEM O-IRS Form W-9
ITEM P-Drug-Free Workplace Form
ITEM Q-Affidavit of Compliance Forms
ITEM R-Non-Collision Affidavit for Prime Bidders
ITEM S-Additional Data

12. REQUIRED SUBMISSION FORMS AND OTHER REQUIRED DOCUMENTS

The following document(s) must be provided (unless otherwise indicated on Proposal Submittal Checklist) by the proposer as part of the Proposer's Submission. These documents shall be Administratively reviewed with a PASS/FAIL (unless otherwise indicated) to determine that all criteria have been met:

A. Request for Proposal and Proposer Acknowledgement Form– must be signed (PASS/FAIL) This is the documents' first page (cover page), signed.

B. All Proposal Addendum(s) – must be signed (PASS/FAIL)
Provide all Addendum(s), when issued.

C. Cover Letter – must be signed (PASS/FAIL)
A cover letter, shall be considered an integral part of the proposal, and shall accompany the proposal and be signed by official authorized to negotiate for the proposer contractually. This letter should summarize in a brief and concise manner the Proposer's qualifications and understanding of the Scope of Work and will make a positive commitment to the timely performance of the services. In signing the cover letter:

- The letter must be signed by an authorized official.
- The Proposer agrees to be bound by the terms of this RFP and its submission for one hundred eighty (180) days.

The cover letter must include:

- The name, title, address, telephone, fax number, if applicable, and e-mail address, of the individual(s) that are authorized to make representations on behalf of proposer/vendor.

D. Project Approach (30 pts)
Proposer must provide a detailed narrative description stating the proposer understands the Scope of Services as outlined in this RFP and the proposer's recommended methodology to fulfill the project goal(s).

a. Scope of Work – Seagrass Cultivation
Provide a narrative of the project approach to be used for cultivating seagrass source for a restoration project of this magnitude in the Indian River Lagoon.

Proposer shall provide a complete list of seagrass types, and all equipment/vehicles to be used on this project, including:

- Year, make and model numbers.
- Provide definitive statement that the ***equipment*** meets requirements for responsible cultivation of native and/or appropriate seagrass breeds in the Indian River Lagoon.

b. Scope of Work – Seagrass Installation and Monitoring

Provide a narrative of the project approach to be used for the installation of seagrass in the Indian River Lagoon and follow-up monitoring. Discuss any product restraints or restrictions.

Proposer shall provide a complete list of all equipment/vehicles to be used for cleaning on this project, including:

- Year, make and model numbers.
- Provide definitive statement that the ***equipment*** meets requirements for responsible installation and monitoring of native and/or appropriate seagrass breeds in the Indian River Lagoon.

E. Proposal Submittal Checklist – should be signed (PASS/FAIL)–see SECTION VI FORMS
The Proposal Submittal Checklist includes all of the documents that must be provided, with signature(s) when specified, with the exception(s) of those labeled as "Non-Mandatory" and/or "optional" in order for the Proposal Response to be fully compliant.

F. Registration with State of Florida Department of State – (PASS/FAIL)
Proposer should supply a copy of their company's State of Florida Annual Report, go to *www.sunbiz.org*, for copy, ***if applicable.***

- In accordance with Florida Statute 607.0505, each corporation, foreign corporation, or alien business organization that transacts business in this state shall have and continuously maintain in this state a registered office and a registered agent and shall file with the Department of State. The awarded Proposer shall be registered with the Florida Department of State, Division of Corporations.

G. Organizational Profile/Office Locations (10 pts)
Provide a team organizational chart, if applicable, including any proposed sub-Contractor(s).

- Identify the primary individuals responsible for supervising the work.
- A general statement of the proposer's current workload and the ability to incorporate FPUA's workload needs.
- List of all office location(s) and phone numbers.

H. Project Team Experience-Qualifications/License(s) and/or Certificates (2) (20 pts)

Proposer will furnish a complete resume for each key personnel and team member(s) that highlights, but is not limited to, the following:

- Years of relevant experience
- Tenure with current proposer
- Proposer shall identify projects of similar nature, projects exclusively in the State of Florida, in which each team member has been involved.
- Relevant knowledge to provide the services outlined in the Scope of Work/Services.
- Describe Project Manager's experience with similar projects, where the individual has served as project manager with current proposer within the 5 years prior to the date of this RFP.
- Describe the Field Manager's (or equivalent) experience with similar projects, during the 7 years prior to the due date of this RFP where individual has served as Field Manager.
- Indicate projects on which the Project Manager, and Field Manager have performed together in these positions during the 5 years prior to this RFP due date.
- Contractor shall provide copy(s) of all current required State, county and local licenses, as applicable.

I. Project Experience/References/Work History – (25 pts)

Proposer shall submit a detailed description of up to five (5) similar projects performed exclusively in the State of Florida, on seagrass restoration contracts completed within 5 years of the due date of this RFP.

Provide detailed narrative that proposer is qualified to restore multiple acres of seagrass in the Indian River Lagoon and produce evidence of a minimum of two acres restored by the proposer, in the State of Florida, and provide evidence that they have established a satisfactory record of performance in a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services under this RFP.

For each project, proposer shall include:

- Project name and location
- Project owner
- Size of project
- Project description and specific scope
- Range of activities proposer provided
- Date started and date completed, indicate if currently ongoing
- Proposers should provide contact information for individuals who can speak to the work completed on referenced projects.

J. <u>Project Timeline (25 pts)</u>

Provide a detailed schedule of anticipated type and date of deliverables necessary to meet the Proposal Approach being submitted by the Proposer, which includes at least 2.23 acres installed by or before September 2025 and the remainder installed by or before September 2026.

K. <u>Vendor Proof of Insurance/Sub-Contractor(s) Proof of Insurance* – "*proof copy*" (PASS/FAIL)</u>

Proposer shall submit a Certificate of Insurance (photocopy acceptable) indicating proof of proposer's current coverages (current policy), see SECTION III – REQUIRED LIMITS OF INSURANCE.

- If proposer does not carry the required insurance(s), a letter from its insurance agent/broker attesting that the proposer, if awarded the project, can obtain such insurance.
- Awarded proposer shall also provide to FPUA proof of Insurance for all Sub-contractor(s), if applicable.
- The proposer must be the policy holder for all insurance coverage to be provided by the successful proposer.
- Awarded proposer shall also provide to FPUA proof of insurance for all sub-contractor(s), if applicable*. See ***Exhibit I*** for DEP required limits of Insurance(s).

L. <u>Safety Practice and History - (PASS/FAIL)</u>

Proposer to provide documentation, Occupational Health and Safety Administration (OSHA) logs and references to verify the safety practices and safety history of the Proposer and sub-Contractor(s).

Proposer and all sub-Contractor(s) that shall be performing work for FPUA of this project shall provide copies of their company's:

- Safety logs submitted to OSHA including all OSHA sited violations for the 2018, 2019 and 2020 calendar years.
- ***Proposals lacking the OSHA logs will be rejected as non-responsive.***

FPUA reserves the right to reject a Proposal based upon past safety performance as evidenced from submitted OSHA logs, references and other means as determined by FPUA. The determination of the responsible party, severity of injuries, frequency and severity of violations and magnitude of damages will be considered in FPUA's determination. Safety performance shall be demonstrated by the Proposer to FPUA's satisfaction.

M. **<u>Proposal Response Form – must be submitted and signed (40 pts)</u>**
Proposer shall provide:
- A total price for all components of the project (preliminary survey work through completion)
- Permitting "PASS THRU"
- Hourly rate for additional work, if applicable
- Number of estimated days to complete project after issuance of Notice to Proceed
    - Note: FPUA is tax exempt.

N. **<u>Workmanship/Labor guarantee - (PASS/FAIL)</u>** – see SECTION V – SPECIFICATIONS AND SCOPE OF WORK – ITEM NO. 4 CONTRACTOR'S DUTIES – Bullet No. 18:
- Provide workmanship/labor guarantee document(s).

O. **<u>IRS Form W-9 must be signed (PASS/FAIL)</u>** - see SECTION VI FORMS

P. **<u>Drug-Free Workplace Form – must be signed if submitting (PASS/FAIL)</u>** - see SECTION VI FORMS

Q. **<u>Affidavit of Compliance with Section 287.138 and 787.06, Florida Statutes – must be signed and notarized (PASS/FAIL)</u>** – see SECTION VI FORMS

R. **<u>Non-Collusion Affidavit for Prime Bidders – must be signed (PASS/FAIL)</u>** – see SECTION VI FORMS

S. **<u>Confirmation of Minority Owned Business – must be signed (PASS/FAIL)</u>** – see Attachment M.

T. **<u>Additional Data - *optional*</u>**
Any additional information that the proposer considers pertinent for consideration, should be included in a separate section of the proposal

SECTION VI – FORMS

PROPOSAL RESPONSE FORM

RFP Item:	SEAGRASS RESTORATION AT IRMF

RFP Number	RFP25-06	Due Date and Time	February 11, 2025 @ 11:00 AM

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:

Description	Unit Cost	Total Cost for all Components of Project
Restoration of seagrasses within the Indian River Lagoon (IRL), along the western shore of the Fort Pierce Utilities Authority (FUPA) Wastewater Treatment Plant located at 403 Seaway Drive, Fort Pierce, Florida, 34949, or other IRL site as proposed.		
Permitting	**PASS THRU**	
Hourly Rate for additional work		
# _______ OF ESTIMATED DAYS TO COMPLETE PROJECT AFTER ISSUANCE OF NOTICE TO PROCEED		

The Proposer hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE

Vendor____

Address____

City, State, Zip Code_______________________________________

Email Address____

Typed Name, Title____

Signature ____________________________ **Date**_____________________

Telephone # ____________________________ **Fax #**_____________________

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

Yes / No

IRS FORM W-9 – TAXPAYER ID NUMBER AND CERTIFICATION

Form **W-9**
(Rev. October 2018)
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.

Print or type.
See Specific Instructions on page 3.

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

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) ______

Exemption from FATCA reporting code (if any) ______

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

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

Requester's name and address (optional)

6 City, state, and ZIP code

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

| | | | – | | | – | | | | |

or

Employer identification number

| | | – | | | | | | | |

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 ▶ Date ▶

General Instructions

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

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

Purpose of Form

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

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

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

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

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

____ does:
(Name of Business)

E. 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 this RFP, 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.

Proposer's Signature: ____

Date: ____________________

FPUA
COMMUNITY PROUD

PROPOSAL SUBMITTAL CHECKLIST

RFP 25-06	SEAGRASS RESTORATION AT IRWF (INDIAN RIVER LAGOON)

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 labeled as "Not-Mandatory," and to read and comply with the Request for Proposal in its entirely. Please submit in the following order:

ITEM	DESCRIPTION	Indicate if items are included with Bid: YES	NO/NA
REQUIRED DOCUMENTS:			
A	REQUEST FOR PROPOSAL AND PROPOSER ACKNOWLEDGEMENT (COVER PAGE), *signed*		
B	ALL PROPOSAL ADDENDUM(S), WHEN ISSUED, *signed*		
C	COVER LETTER, *signed*		
D	PROJECT APPROACH		
E	PROPOSERS SUBMITTAL CHECKLIST, *signed*		
F	REGISTRATION WITH STATE OF FLORIDA		
G	ORGANIZATIONAL PROFILE/OFFICE LOCATIONS		
H	PROJECT TEAM EXPERIENCE/QUAILIFACTIONS/LICENSES AND/OR CERTICIATES		
I	PROJECT EXPERIENCE-WORK HISTORY		
J	PROJECT TIMELINE		
K-1	VENDOR REQUIRED PROOF OF INSURANCE *"proof copy"*		
K-2	SUB-CONTRACTR(S) REQUIRED PROOF OF INSURANCE *"proof copy"*		
L	SAFETY PRACTIVCE AND HISTORY		
M	PROPOSAL RESPONSE FORM, *signed*		
N	WORKMANSHIP/LABOR GUARANTEE DOCUMENT(S)		
O	IRS FORM W-9, *signed*		
P	DRUG-FREE WORKPLACE, *signed, if submitting* (NOT MANDATORY)		
Q-1	AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, *SIGNED and NOTARIZED*		
Q-2	AFFIDAVIT OF COMPLIANCE WITH SECTION 787.06, *SIGNED and NOTARIZED*		
R	NON-COLLUSION AFFIDVAIT, *signed and witnessed*		
S	CONFIRMATION OF MINORITY OWNED BUSINESS FORM, *signed*		
T	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 AND ONE (1) FLASH DRIVE COPY (or ADDITIONAL HARDCOPY) INCLUDED		
	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 ______________________________ **Signature** ____________________ **Date:** __________

DECLARATION UNDER PENALTY OF PERJURY
287.138(4)(a) AFFIDAVIT

Pursuant to section 287.138(4)(a), Florida Statutes, I hereby declare the following:

I, ______________________________, an officer or authorized representative for ____________________________________(entity name), declare that ____________________________________(entity name) (a) is not an entity owned by the government of a foreign country of concern; (b) is not an entity in which a government of a foreign country of concern has a controlling interest; or (c) 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.

I declare under penalty of perjury that the foregoing statements are true and correct.

____
Signature

____
Name

____
Title

The foregoing Affidavit was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _______________________, 20______, by ____, who is either (a) _____ personally known to me, or (b) ____ has produced __________________________ as identification.

NOTARY SEAL

____
Notary Signature

____
Printed Name of Notary

NOTE: THIS FORM MUST BE SUBMITTED WITH BID DOCUMENTS

DECLARATION UNDER PENALTY OF PERJURY
787.06(13) AFFIDAVIT

Pursuant to section 787.06(13), Florida Statutes, I hereby declare the following:

I, ______________________________, an officer or authorized representative for ___________________________________(entity name), declare that ___________________________________(entity name) does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

I declare under penalty of perjury that the foregoing statements are true and correct.

____
Signature

____
Name

____
Title

The foregoing Affidavit was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _______________________, 20______, by ____, who is either (a) _____ personally known to me, or (b) ____ has produced __________________________ as identification.

NOTARY SEAL

____
Notary Signature

____
Printed Name of Notary

NOTE: THIS FORM MUST BE SUBMITTED WITH BID DOCUMENTS

FPUA
COMMUNITY PROUD

DECLARATION UNDER PENALTY OF PERJURY
FORM OF NON-COLLUSION AFFIDAVIT FOR PRIME VENDORS

STATE OF ___________________________)

COUNTY OF ___________________________)

____, being first duly sworn, deposes and says:

That he is ____
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder 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**, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

____
(Company/Firm Name)

By: ____

Title:____

The foregoing Affidavit was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of ________________________, 20______, by ____, who is either (a) _____ personally known to me, or (b) ____ has produced ___________________________ as identification.

NOTARY SEAL

____
Notary Signature

____
Printed Name of Notary

NOTE: THIS FORM MUST BE SUBMITTED WITH BID DOCUMENTS

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. <u>Contract Work Hours and Safety Standards Act</u>

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. <u>Rights to Inventions Made Under Agreement</u>

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. <u>Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations</u>

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

ATTACHMENT F

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

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

A. Administrative, Contractual or Legal Remedies.
(For contracts exceeding $150,000)
If the Contractor fails to perform any material requirement or violates any material provision of this Contract, FPUA shall provide written notice that the breach or noncompliance be corrected within 10 (ten) days of Contractor's receipt of such notice. Failure to comply within the time specified shall result in the termination of the Contract in accordance with its terms, and at FPUA's discretion may provide justification for rejection of any future bids, awards or contracts with Contractor.

B. Contract Work Hours and Safety Standards Act.
(For contracts exceeding $100,000)
Compliance with the Contract Work Hours and Safety Standards Act:

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

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

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

C. Clean Air Act and the Federal Water Pollution Control Act.
(For contracts exceeding $150,000)

(i) Clean Air Act:

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

(ii) Federal Water Pollution Control Act:

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

D. Suspension and Debarment.

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by FPUA. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FPUA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Contractor agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

E. Procurement of Recovered Materials.

To the extent possible Contractor shall make use of products containing recovered materials that are EPA-designated items unless the product (1) cannot be acquired competitively in the marketplace or within the required timeframe at a reasonable price. Information about this requirement and the list of EPA-designated items see: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

F. Access to Records:

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

G. DHS Seal, Logo and Flags.

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

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

ATTACHMENT F

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

I. No Obligation by Federal Government.
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the FPUA, Contractor, or any other party pertaining to any matter resulting from the contract.

J. Program Fraud and False or Fraudulent Statements or Related Acts.
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to this Contract.

K. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).
Contractor shall provide a signed copy of the **BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM** attached hereto. Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, or a member, officer or employee of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
Contractor shall require that this paragraph and a copy of the BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM is included in all Contracts with its subcontractors.

ATTACHMENT F

BYRD ANTI-LOBBYING AMENDMENT
CERTIFICATION FORM

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Contractor,____________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

____
Contractor's Authorized Official

____
Name and Title

____
Date

ATTACHMENT M

CONFIRMATION OF MINORITY OWNED BUSINESS

Pursuant to Title 2 Grants and Agreements, Sub-title A, Chapter II, Subpart D #200.321, Code of Federal Regulations (www.ecfr.gov)

Is your company a Minority Owned Business? ____________ Yes ____________ No

If Yes, please indicate by an "X" in the appropriate box:

( ) American Indian ( ) Asian

( ) Black ( ) Hispanic

( ) Black

( ) Veteran-owned Small Business ( ) Service-disabled Veteran-owned Small Business

( ) Women (MWBE) ( ) Not Applicable

( ) Other ____ Specify

Do you have a Certification qualifying your business as a Minority Owned Business?

______________ Yes ______________ No

If Yes, Name of the Organization from which this Certification was obtained and date:

____

Issuing Organization for Certification

____

Date of Certification

I, as an officer or authorized representative for ________________________________, I declare under penalty of perjury that the foregoing statements are true and correct.

_________________________________ Signature _________________________________ Name (typed or printed)

_________________________________ Title _________________________________ Date

NOTE: THIS FORM MUST BE SUBMITTED WITH BID DOCUMENTS

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23FRP12

Project Title: City of Fort Pierce Wastewater Treatment Plant Resiliency

Grantee: Fort Pierce Utilities Authority

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

____
Grantee's Grant Manager Signature

____
Print Name

____
Date

Florida Department of Environmental Protection
Fiscal Year 2024-2025 Grant Agreement
Certificate of Insurance Language and Requirements
Attachment 2, Section 8. Insurance Requirements

Please note the following:

1. Certificates must be addressed to and list the Florida Department of Environmental Protection as the certificate holder.

   Mailing address for Certificate of Insurance:
   Florida Department of Environmental Protection
   3900 Commonwealth Boulevard, MS#230
   Tallahassee, Florida 32399

2. All certificates, excluding letters of self-insurance, must contain an endorsement naming the Florida Department of Environmental Protection as an additional insured or additional covered party for both general liability and automobile insurance policies.

3. If your policies for general liability, automobile, or worker's compensation insurance are divided across multiple certificates of insurance, please submit all certificates necessary to verify the required coverage.

Default Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
   The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.
b. Commercial Automobile Insurance.
   If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:
   $200,000/300,000 Automobile Liability for Company-Owned Vehicles, if applicable
   $200,000/300,000 Hired and Non-owned Automobile Liability Coverage
c. Workers' Compensation and Employer's Liability Coverage.
   The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
d. Other Insurance. None.

Requirements for Self-Insured Governmental Entity

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be $200,000 for each person and $300,000 per occurrence.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

Requirements for Self-Insured Entities

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

e. Other Insurance. None.

FPUA
COMMUNITY PROUD

Fort Pierce Utilities Authority
Department of Finance
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

Dear Vendor:

Fort Pierce Utilities Authority would like to invite you to take advantage of our ACH (Automatic Clearing House) payment as an alternative to mailed check payments. ACH payments are available to all of our vendors as a convenient way to receive payments directly to your company's account.

Some of the benefits of ACH payments are:

- Eliminates mail and handling delays
- Allows the immediate availability of funds
- Eliminates the possibility of lost, stolen, or misplaced checks
- Reduces the possibility of fraud

If you would like to take advantage of ACH payments please return the completed form via fax to (772) 467-2504 or email to: ap@fpua.com.

Forms can also be mailed to: Fort Pierce Utilities Authority
Attn: Accounts Payable
PO Box 3191
Fort Pierce, FL 34948-3191

FPUA
COMMUNITY PROUD

AUTHORIZATION AGREEMENT FOR AUTOMATIC PAYMENT (ACH) AND REQUEST FOR CHANGE TO PAYMENT INFORMATION

Select one: ___ Initiate ACH payments ___ Change ACH payment information

The following bank information applies to:

Vendor Name: ____

Address: ____

City: _________________________________ State: ______ Zip: _____________________

Bank Account Information: I hereby authorize Fort Pierce Utilities to initiate deposits to the Account described below.

Bank Name: ____

Bank City and State: ____

Bank ABA #: ____

Bank Account No: ____

Deposit Notification: I hereby authorize the following individual to receive notification via email of payment details of all funds deposited to the above account; the information should be utilized to credit our account with your company.

Name/Title: ____

Email Address: ____

Phone #: ____

You may either fax the form to (772) 467-2504 or mail to:

Fort Pierce Utilities Authority
Attn: Accounts Payable
PO Box 3191
Fort Pierce FL 34948-3191
Email: ap@fpua.com

Authorized Signature __________________________ Date _______ Title _______________________

Printed Name _________________________________ Phone Number ____________________________

EXHIBIT B

FPUA

PROPOSAL RESPONSE FORM

RFP Item:	SEAGRASS RESTORATION AT IRMF

RFP Number	RFP25-06	Due Date and Time	February 11, 2025 @ 11:00 AM

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:

Description	Unit Cost	Total Cost for all Components of Project
Restoration of seagrasses within the Indian River Lagoon (IRL), along the western shore of the Fort Pierce Utilities Authority (FUPA) Wastewater Treatment Plant located at 403 Seaway Drive, Fort Pierce, Florida, 34949, or other IRL site as proposed.	[redacted]	$196,674
Permitting	PASS THRU	
Hourly Rate for additional work		$75
# 518 OF ESTIMATED DAYS TO COMPLETE PROJECT AFTER ISSUANCE OF NOTICE TO PROCEED		

The Proposer hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE
1	1/9
2	2/3

Vendor Sea & Shoreline LLC

Address 4331 Cockroach Bay Road

City, State, Zip Code Ruskin, FL 33570

Email Address bids@seaandshoreline.com/ ryan@seaandshoreline.com

Typed Name, Title Ryan Brushwood, VP Environmental Science

Signature Ryan Brushwood **Date** 2/7/2025

Telephone # (813)719-5190/ (888) 464-6991 **Fax #** N/A

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

Yes / No

EXHIBIT B
CONTINUED

SEA & SHORELINE
aquatic restoration

ITEM D – PROJECT APPROACH

Sea & Shoreline understands FPUA's goal of designing and implementing a phased approach to restoring at least 4.9 acres of seagrasses to the Indian River Lagoon and is committed to helping you achieve this. While the project design may vary slightly based on final location, the following methodology is recommended:

If awarded, Sea & Shoreline will conduct extensive benthic resource surveys of the seafloor, adjacent to the FPUA Wastewater Treatment Plant to identify potential seagrass restoration areas. Sea & Shoreline will specifically look for areas that are either currently absent of seagrass, but have historically supported seagrass populations, or currently have sparse, non-continuous seagrass that is not facilitating the ecosystem services that a healthy seagrass system provides. Once a final project location(s) is chosen, Sea & Shoreline will work with FPUA to develop a comprehensive restoration strategy designed to eliminate the factors that are limiting seagrass occurrence. The final restoration strategy will guide the construction of a formal project narrative and map package to be used for permitting purposes. Sea & Shoreline will work as the authorized agent to secure all local, state, and federal permits on behalf of FPUA. The project will likely require an Environmental Resource Permit from FDEP and Nationwide Permit 27 from the USACE. Sea & Shoreline can typically obtain both permits within 90 days of submittal.

It is anticipated that the restoration strategy will incorporate several techniques that have been shown to be effective in improving initial seagrass survival, spread, and long-term sustainability throughout the state of Florida, and in the Indian River Lagoon, specifically. These techniques include using herbivory exclusion devices, to limit grazing pressure, and a sediment amending growth enhancement (SAGE) formula. Herbivory exclusion devices will be temporarily deployed for a period of twelve months to reduce pressure on out-planted seagrass planting units until their belowground biomass has had time to overcome the initial stress of out-planting and firmly establish into the rhizosphere. Herbivory exclusion devices will be 36 inches in diameter and protect an area of 7 ft^2 at a time. Devices may be made to be 12, 18, or 24 inches tall and will be placed over approximately 10% of planting units. It is recommended that 50 herbivory exclusion devices are used throughout the 4.9 acres project area. Herbivory exclusion devices will be scrubbed free of biofouling and inspected during monthly maintenance events to ensure they are performing to standard. SAGE formula, which has been effectively used on many restoration projects throughout the IRL to expedite plant growth, will be injected into sediments immediately after out-planting and during monthly maintenance events to ensure that sediment chemistry remains conducive to seagrass establishment and spread and that deficient micronutrients, such as Iron, do not stunt seagrass growth.

Sea & Shoreline recommends that 25,000 nursery grown seagrass planting units are cultivated and installed throughout the project area on three foot spacing. This proposed plant spacing is based on recommendations from the "*Guidelines for the Conservation and Restoration of Seagrasses in the United States and Adjacent Waters*" (Fonseca, 1998). Planting units will consist of bag planting units made of a minimum of 12 shoots and 3 meristems inserted into a 4" x 2" x 1" biodegradable tea bag and filled with a sand/peat mixture. Seagrass used for this project will be sourced from Sea & Shoreline's Melbourne Beach Seagrass Facility, located just 30 miles from the FPUA Wastewater Treatment Facility, and will be cultivars of native Indian River Lagoon strains. Planting units will be pre-rooted and acclimated to conditions similar to the final project location in a nursery setting for a minimum of 60 days prior to being out-planted. The acclimation process is designed to condition plants to those of the project area, protect delicate roots and rhizomes, and reduce stress during the planting process.

It is expected that three native, Florida seagrass species will be used for this restoration project. These species include *Halodule wrightii* (Shoal Grass), *Syringodium filiforme* (Manatee Grass), and *Holophilo decipiens* (Paddle Grass). Each of these species are native to the Fort Pierce area and have been well documented in proximity to the current FPUA Wastewater Treatment Plant. Manatee grass and Shoal grass are considered canopy forming seagrasses in South Florida. Shoal grass is historically the most common seagrass found throughout the Indian River Lagoon, while the leaf morphology of Manatee grass allows it to thrive in high flow areas, expected to be found at the project site due to the proximity to Fort Pierce Inlet. Paddle grass is a non-canopy forming species but is a rapid colonizer that requires minimal light. Incorporating Paddle grass into the project design is based on compressed succession. Compressed succession is a restoration strategy used in areas that are absent of seagrass, where fast colonizing, yet relatively ephemeral species, are planted to temporarily facilitate the restoration of canopy forming, climax species. These colonizing species, like Paddle grass, are often better at establishing in areas void of seagrasses and can expedite the recovery of canopy forming species.

The equipment used for seagrass cultivation includes 14 upland raceways in two greenhouses that can incorporate a flow-through or recirculating water system based on real-time conditions in the lagoon. On the day of planting, seagrass planting units will be carefully placed in baskets by nursery staff and loaded into an enclosed trailer (2001, Black Ander Trailer, ID# 4LYBG1819MH001000), that will protect them from direct sunlight or wind exposure. Each basket will also be covered with a damp towel soaked in ambient seawater during transport and immediately submerged at the project area upon arrival.

Installation will be performed by a team of biologists and technicians with extensive experience in seagrass planting. A 24 ft. pontoon boat nicknamed the "Bio-Toon"(1999, 24' Stardust Pontoon, ID# SMH00102C999), will first be used to deploy herbivory exclusion devices. The "Bio-Toon" drafts 18 inches when fully loaded down with staff and herbivory exclusion devices and has been used to deploy over 3,000 herbivory exclusion devices across the state. Planting units will be transported to the project area using a 19 ft. Florida Fisherman Skiff. Sea & Shoreline uses 19 ft. Florida Fisherman Skiffs (1996, T&B Fiberglass Flats Boat ID# TBIXXX25A696), in nearly all seagrass planting events, as the tunnel hull design of these vessels allows them to draft less than 12 inches when loaded down with plants. Planting will be led by Sea & Shoreline biologists and will be done using a mask, snorkel, and fins to avoid trampling of any recently planted, or existing seagrass or benthic resources.

As mentioned, once installation is complete, a monthly maintenance program will be implemented to give planting units the best chance of initial survival and eventual colonization and spread. Maintenance events will include the removal of biofouling, algae build-up, and sediment deposits within herbivory exclusion devices, the injection of SAGE on colonizing seagrass patches, and the collection of general observations each month throughout the project area. The quantitative and qualitative observations made each month may also assist in the development and implementation of any adaptive management strategies that may be needed to give the project the highest chance of success.

EXHIBIT B
CONTINUED

The initial installation event, and each subsequent maintenance event, will be documented through photos, data collection, and field notes, that will be compiled into reports submitted to FPUA within 14 days of the completion of each event.

EXHIBIT B
CONTINUED

SEA & SHORELINE
aquatic restoration

ITEM J – Project Timeline

Sea & Shoreline plans to permit all 4.9 acres of restoration together to allow for all seagrass to be cultivated, installed, maintained at once. Planting larger areas has been shown to result in a higher survival rate in previous seagrass restoration projects. Planting multiple phases at once also reduces total project cost as mobilization, installation, and maintenance events can be performed simultaneously. If awarded, Sea & Shoreline follow the following schedule for project milestones:

PROJECT/ MILESTONE	**Start date**	**End Date**
Fort Pierce Utility Authority Seagrass Restoration		
Project Awarded	2/26/25	4/1/2025*
Permit Submission	4/1/25	5/1/25
Permit Finalization	5/1/25	8/1/25
Planting Unit Production	4/1/25	8/1/25
Herbivory Exclusion Device Fabrication	4/1/25	8/1/25
Herbivory Exclusion Device Instollation	8/1/25	8/15/25
Planting Unit Installation	8/15/25	8/31/25
Maintenance and Monitoring 1	9/1/25	9/30/25
Maintenance and Monitoring 2	10/1/25	10/31/25
Maintenance and Monitoring 3	11/1/25	11/30/25
Maintenance and Monitoring 4	12/1/25	12/31/25
Maintenance and Monitoring 5	1/1/26	1/31/26
Maintenance and Monitoring 6	2/1/26	2/28/26
Maintenance and Monitoring 7	3/1/26	3/31/26
Maintenance and Monitoring 8	4/1/26	4/30/26
Maintenance and Monitoring 9	5/1/26	5/31/26
Maintenance and Monitoring 10	6/1/26	6/30/26
Maintenance and Monitoring 11	7/1/26	7/31/26
Maintenance and Monitoring 12	8/1/26	8/31/26

*Final dates may be adjusted based on when project is awarded

EXHIBIT C

FPUA Seagrass Restoration: Progress Payment Timeline 4/23/2025

Milestone	Milestone Description	Target Completion Date	Payment Percentage	Payment Amount
1	Permit Submission	6/1/2025	0.762%	$ 1,500.00
2	Permit Finalization	9/1/2025	1.78%	$ 3,499.00
3	Planting Unit Cultivation	9/1/2025	44.42%	$ 87,500.00
4	Herbivory Exclusion Device Fabrication	9/1/2025	12.69%	$ 25,000.00
5	Herbivory Exclusion Device Installation	9/15/2025	10.72%	$ 21,125.00
6	Planting Unit Installation	10/25/2025	14.85%	$ 29,250.00
7	Maintenance & Monitoring	10/31/2026	14.77%	$ 29,100.00
7.a	*Maintenance & Monitoring Event 1*	*11/30/2025*		*$ 2,425.00*
7.b	*Maintenance & Monitoring Event 2*	*12/31/2025*		*$ 2,425.00*
7.c	*Maintenance & Monitoring Event 3*	*1/31/2026*		*$ 2,425.00*
7.d	*Maintenance & Monitoring Event 4*	*2/28/2026*		*$ 2,425.00*
7.e	*Maintenance & Monitoring Event 5*	*3/31/2026*		*$ 2,425.00*
7.f	*Maintenance & Monitoring Event 6*	*4/30/2026*		*$ 2,425.00*
7.g	*Maintenance & Monitoring Event 7*	*5/31/2026*		*$ 2,425.00*
7.h	*Maintenance & Monitoring Event 8*	*6/30/2026*		*$ 2,425.00*
7.i	*Maintenance & Monitoring Event 9*	*7/31/2026*		*$ 2,425.00*
7.j	*Maintenance & Monitoring Event 10*	*8/31/2026*		*$ 2,425.00*
7.k	*Maintenance & Monitoring Event 11*	*9/30/2026*		*$ 2,425.00*
7.l	*Maintenance & Monitoring Event 12*	*10/31/2026*		*$ 2,425.00*
TOTAL				**$ 196,974.00**

EXHIBIT D

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

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

A. Administrative, Contractual or Legal Remedies.
(For contracts exceeding $150,000)
If the Contractor fails to perform any material requirement or violates any material provision of this Contract, FPUA shall provide written notice that the breach or noncompliance be corrected within 10 (ten) days of Contractor's receipt of such notice. Failure to comply within the time specified shall result in the termination of the Contract in accordance with its terms, and at FPUA's discretion may provide justification for rejection of any future bids, awards or contracts with Contractor.

B. Contract Work Hours and Safety Standards Act.
(For contracts exceeding $100,000)
Compliance with the Contract Work Hours and Safety Standards Act:

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

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

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

C. Clean Air Act and the Federal Water Pollution Control Act.
(For contracts exceeding $150,000)

(i) Clean Air Act:

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

(ii) Federal Water Pollution Control Act:

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

D. Suspension and Debarment.

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by FPUA. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FPUA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Contractor agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

E. Procurement of Recovered Materials.

To the extent possible Contractor shall make use of products containing recovered materials that are EPA-designated items unless the product (1) cannot be acquired competitively in the marketplace or within the required timeframe at a reasonable price. Information about this requirement and the list of EPA-designated items see: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

F. Access to Records:

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

G. DHS Seal, Logo and Flags.

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

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

EXHIBIT D

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

I. No Obligation by Federal Government.

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

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

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

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

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

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

EXHIBIT D

BYRD ANTI-LOBBYING AMENDMENT
CERTIFICATION FORM

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Contractor, Sea and Shoreline, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:

Contractor's Authorized Official

Carter Henne CEO

Name and Title

4/28/2025

Date

AGENDA ITEM NO. D.6

Fort Pierce Utilities Authority Board

Board Submission Report

TO:	Javier Cisneros, P.E., Director of Utilities
THROUGH:	Daniel P. Retherford, P.E., Chief Operating Officer
FROM:	Jason Mittler, FPUAnet Communications
DATE:	May 6, 2025
SUBJECT:	Amendment to 24x7x365 Network Operations & Help Desk Technical Support Agreement
PRESENTER(S):	Jason Mittler; Evan Sapia

RECOMMENDATION:
POA: 21-23 Recommend retroactive approval of the Technical Support Agreement for technical support and help desk services with Electric Power Board of Chattanooga, of Chattanooga, Tennessee in not to exceed $36,000 for year one, $54,000 for year two, and $66,000 for year three. The term of this Contract will be from April 19, 2025 to April 18, 2028, contingent on receiving the required Certificate(s) of Insurance.

SUMMARY/SUPPORTING INFORMATION:
FPUA is known as an affordable, reliable and customer friendly utility. To offer broadband service to Small Business & Residential customers FPUAnet must have 24x7x365 Network Monitoring and Help Desk to cover Tier 1 & 2 customer issues. At this time with the current number of subscribers it is more effective to use a 3rd Party Vendor to offer these services. The Electric Power Board of Chattanooga Tennessee (EPB) is a public utility that offers broadband service like FPUAnet. They currently have over 110,000 local customers and offer support to multiple municipal utilities and Electric Co-ops that offer broadband to their communities. FPUAnet has used EPB since April 2023 and want to approve the contract amendment to fund thru April 2028.

FINANCIAL IMPACT:
Budgeted.

ALTERNATIVES (IF ANY):
Do not approve and use Electric Dispatch and hire additional networking staff. This is not recommended since the annual cost to hire one additional staff is more than the minimum monthly fee to hire EPB.

ATTACHMENTS:

EPBC FY25 Support Agreement (ready for board).pdf

TECHNICAL SUPPORT AGREEMENT
ELECTRIC POWER BOARD OF CHATTANOOGA
&
FORT PIERCE UTILITIES AUTHORITY

This Technical Support Agreement ("Agreement") is made as of the 19th day of April, 2025 ("Effective Date") by and between the Electric Power Board of Chattanooga, an independent board of the City of Chattanooga ("EPB") and Fort Pierce Utilities Authority, a municipal power utility organized in the State of Florida, ("Operator") (EPB and Operator may be individually referred to as a "Party" or collectively referred to as the "Parties").

WHEREAS, EPB is a community owned company that provides electric and communications services throughout its service territory; and

WHEREAS, Operator is a broadband telecommunications provider and provides services in St. Lucie County, Florida; and

WHEREAS, Operator wishes to purchase from EPB technical support services as provided for in this Agreement; and

WHEREAS, EPB is willing to provide these technical support services to Operator; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to be legally bound as follows.

1. DEFINITIONS

1.1. "Business Day" means any time during Business Hours, Monday through Friday, excluding Saturdays, Sundays, and all Holidays.

1.2. "Business Hours" means any time between 8:00 a.m. to 5:00 p.m. (Eastern Time Zone – Eastern Standard Time when applicable and Eastern Daylight Time when applicable).

1.3. "Day" means a calendar day unless otherwise specified in this Agreement.

1.4. "End User" means an Operator's residential or business customer located on the Operator's Network who receives video, voice, and/or internet services from Operator.

1.5. "Holiday" means New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving, Christmas Eve, and Christmas Day.

1.6. "Network" means Operator's fiber optic network and associated equipment including software and hardware used to provide video, voice, and/or internet service to End User's located on Operator's Network.

1.7. "Network Territory" means the authorized service area of the Operator's Network located mainly in St. Lucie County, Florida.

1.8. "Network Outage" means any loss of Services due to an issue related to the Network and not the End User's premises.

2. SERVICES

2.1. Based upon the representations, warranties and undertakings provided by the Operator, and subject to the Operator paying the Service Fees as provided in this Agreement and the Operator complying with all other terms of this Agreement, EPB hereby shall provide technical support services as defined in the Description of Services included as Exhibit A ("Services"). All other services, capabilities, rights, and means not specifically identified in Exhibit A shall not be considered Services and are expressly excluded.

2.2. The Services shall be provided to Operator pursuant to the service level standards as set forth in Exhibit B ("Service Standards"). If EPB fails to meet the Service Standards, Operator's sole remedy shall be to terminate this Agreement in accordance with its terms.

2.3. EPB may terminate, suspend, or limit any of the Services provided to Operator under this Agreement without liability to Operator or as required by applicable law, for any of the following reasons: (a) the Services are being used by Operator in violation of any applicable law; (b) the Services are being used by Operator in an unauthorized or fraudulent manner; (c) the Services are being used by Operator in any way that materially and detrimentally affects the performance and/or operation of EPB's network; (d) EPB no longer provides such Services to its own customers, (e) a law, court order, or other governmental authority having jurisdiction issues an order prohibiting EPB from furnishing the Services to Operator; or (f) Operator fails to timely pay any fees or charges for Services provided by EPB as provided for on the invoice, except for charges that are subject to a billing dispute as defined in this Agreement.

3. TERM AND TERMINATION

3.1. The term of this Agreement shall be for three (3) years commencing on the Effective Date ("Term") or until a Party gives notice of termination according to the terms of this Agreement.

3.2. Either party may terminate this Agreement at the end of the Term by giving to the other party written notice to terminate the Agreement at least sixty (60) days prior to the end of the Term. If written notice to terminate is not given, this Agreement shall continue in force upon the same terms and automatically renew for subsequent terms of one (1) month until either party terminates at the end of any current term by giving the other party written notice to terminate at least sixty (60) days prior to the end of any automatic renewal term. On the termination date, all Services shall terminate.

3.3. EPB may terminate this Agreement at any time for the following reasons:

3.3.1. If Operator breaches any material term of this Agreement and fails to cure such breach within sixty (60) days after receiving written notice from EPB specifying said breach.

3.3.2. If any legislative or regulatory action, administrative interpretation, or judicial decision requires EPB to cease providing the Services as solely determined by EPB.

3.3.3. The bankruptcy, insolvency, or appointment of a receiver over the assets of Operator.

3.3.4. EPB's right to terminate this Agreement shall be without prejudice to EPB's legal and equitable rights to any claims under this Agreement or other remedies available at law or in equity.

3.4. Operator may terminate this Agreement if EPB breaches any material term of this Agreement. Operator shall provide EPB with a written notice specifying the nature of the breach. EPB shall have sixty (60) days from the date of receipt of such notice to cure the breach within the specified cure period, the time to cure shall be extended for as long as EPB is diligently pursuing a cure. If the breach is not cured with in the specified cure period, Operator may terminate this Agreement by providing an additional thirty (30) days written notice to EPB.

3.5. Upon expiration or termination of this Agreement and upon each Party fulfilling all of its obligations under this Agreement, upon request each Party shall return to the other Party all documents, Confidential Information, and any other material belonging to the other Party in its possession.

3.6. Expiration or termination of this Agreement will not affect the obligations, rights, and liabilities, of the Parties that are expressly or impliedly to survive expiration or termination.

3.7. Any termination of the Services for any reason whatsoever by EPB will not entitle Operator to any refund of any amounts paid by Operator to EPB. EPB shall retain all amounts paid by Operator to EPB.

3.8. In case of termination of the Services, Operator shall continue to be liable to pay all amounts due to EPB as of the date of termination of the Services. In addition, if the Operator terminates this Agreement for any reason other than for a breach and failure to cure by EPB, then Operator shall pay EPB liquidated damages in the form of a termination charge equal to fifty percent (50%) of the Average Monthly Service Fees to be paid from the date of termination until the end of the Term ("Termination Fee"). The ("Average Monthly Service Fees") is the average of the monthly Service Fees paid to EPB beginning on the Effective Date until the date of termination of the Services. The Termination Fee set forth herein is a reasonable measure of the damages EPB will incur as a result of early termination of this Agreement and forms an integral part of the rates and charges established in this Agreement.

4. SERVICES CONNECTIVITY

4.1. Operator shall transfer active End User calls to EPB's technical support service center. The cost to transfer the calls shall be paid by Operator.

4.2. EPB shall provide specific phone numbers local to Chattanooga to the Operator and Operator shall transfer the active End User calls that require the Services provided under this Agreement to EPB's technical support service center through this number.

4.3. Operator shall pay for all costs and assume all responsibility if Operator needs any additional facilities, equipment, or materials to transfer the active calls or for providing the Services to the End Users.

4.4. Unless otherwise agreed to by the Parties, EPB may delay the implementation of the Services or terminate this Agreement if Operator has not provided the following items to EPB within fourteen days (14) days prior to launch as agreed between the Parties and during the term of this Agreement:

4.4.1. Connectivity and training for monitoring and alarm systems; and

4.4.2. Connectivity and training for Trouble Ticket system; and

4.4.3. Connectivity and training for Dispatch System; and

4.4.4. Connectivity and training for email system; and

4.4.5. Connectivity and training for OSS/BSS system.

5. SERVICES AND LIMITATIONS

5.1. Upon reasonable advance notice, EPB may modify the Services in order to: (a) comply with any law, rule or regulation as determined by any governmental entity with jurisdiction over the Parties, (b) to improve the quality, reliability or delivery of the Services, or (c) if EPB determines such modification to be necessary in its reasonable judgment. If the reason for the modification of the services is related to (b) or (c) above, EPB shall provide at least thirty (30) days' notice before making the modification.

5.2. EPB agrees to provide the Services as described in this Agreement and in the Exhibits to Operator. Any End Users of Operator are not a party to this Agreement and are not intended beneficiaries of this Agreement. All notices issued to Operator shall be deemed to have been issued to all End Users and shall be similarly effective to the End Users.

5.3. The Services are subject to the availability of existing EPB facilities and EPB's contractual arrangements with third parties. EPB shall work diligently to ensure the Services are operational but in the event the Services become unavailable for any reason EPB's liability shall be limited according to the provisions of this Agreement.

5.4. Operator agrees to be subject to any limitations or restrictions of any EPB third party agreement necessary to provide the Services.

5.5. Operator hereby grants EPB and its affiliates a royalty free, non-exclusive, worldwide, non-transferrable and sublicensable, right and license to host, copy, display, and use Operator's data as may be necessary for EPB to provide and improve the Services. Subject to the limited license granted EPB to Operator's data, Operator reserves all other rights, title, and interest in and to Operator's data.

5.6. EPB shall have the right to change its Services including but not limited to changing, adding, or removing features or offerings as required by EPB contractual arrangements with third parties or the functionality of EPB facilities. EPB and Operator agree to negotiate in good faith to amend this Agreement if necessary to effectuate any such change in the Services. EPB will attempt to provide Operator with at least six (6) months advance notice but at a minimum thirty (30) days for any such change. If EPB and Operator do not agree to make the necessary changes as provided for in this Section, either Party may provide sixty (60) days prior written notice to terminate this Agreement.

5.7. Operator acknowledges and understands and to the extent allowed by law the Services provided to Operator are not compliant with:

5.7.1. Health Insurance Portability and Accountability Act,

5.7.2. Payment Card Industry Security Standard,

5.7.3. Customer Proprietary Network Information laws and regulations, and

5.7.4. Any other federal or state privacy and security law.

6. OPERATOR'S RESPONSIBILITIES

6.1. Operator agrees that EPB shall have the ability to review Operator's Network equipment and to require reasonable upgrades as necessary for interoperability with EPB's systems and equipment. EPB and Operator agree to negotiate in good faith if Operator's Network is required to be reconfigured and/or upgraded, if necessary, for EPB to continue to provide the Services.

6.2. Operator shall have sole responsibility for Network Outages, service availability, and maintenance within Operator's Network Territory.

6.3. Operator shall purchase and maintain all equipment required for the interoperability of the Operator's Network with the Services. Operator shall pay the fees specified in this Agreement to receive the Services. Upon notice from EPB that any of Operator's equipment cannot achieve interoperability with the Services, Operator shall order and purchase the equipment necessary to continue receiving the Services.

6.4. Operator will not create or permit or cause any liens or other encumbrances to be created on any EPB property.

6.5. Operator shall promptly notify EPB of any material change in the ownership or sale of the Operator's Network.

7. EPB'S RESPONSIBILITIES

7.1. EPB shall provide Operator with the Services in accordance with the terms and conditions of this Agreement.

7.2. EPB shall use its best efforts to provide reliable Services. It is expected that the Services may become unavailable at times and Operator's remedy for the unavailability of the Services is limited to the remedies provided for in this Agreement.

7.3. EPB and/or third-party suppliers shall retain title and property rights to all of its equipment and software used by it to provide the Services. Operator does not own, nor will it acquire any claim or right of ownership to any tangible or intangible property, equipment, software, patents, copyrights, or other intellectual property owned by EPB or any third party.

8. BILLING AND PAYMENT

8.1. Operator shall pay a monthly fee for the Services calculated and as described as set forth in Exhibit C ("Service Fees").

8.2. Operator is solely responsible for payment of the Service Fees and all other charges for all Services provided as specified in this Agreement, regardless of Operator's ability to collect from any End User.

8.3. EPB will invoice the Service Fees and all other charges and applicable taxes when due. The Operator has an obligation to pay the Service Fees regardless of whether EPB invoiced for the Service Fees for any given month. All Service Fees are exclusive of all applicable taxes, duties, and government-imposed fees and some governmental fees may be imposed or become applicable retroactively. Operator is responsible to pay for all such taxes and fees as invoiced by EPB, excluding any taxes based on the income of EPB. If Operator is exempt from paying any such taxes or fees, Operator will provide EPB with an original certificate that satisfies all applicable legal requirements for such exemption. An exemption will only apply after the date EPB receives it.

8.4. Operator will be responsible for all taxes and fees arising in any jurisdiction as a result of the Services (other than taxes based on the income of EPB), including but in no way limited to sales, use, gross receipts, excise, franchise, or other taxes, fees, duties, charges or surcharges imposed by any governmental or regulatory authority related to the provision, sale, or use of Services, as well as any other imposition by any governmental authority which increases EPB's cost of providing the Services. EPB may show such items on EPB invoices as cost recovery fees.

8.5. EPB may charge a reasonable fee for all payments returned for insufficient funds. EPB may require all future payments to be paid by cash, cashier's check, or money order if Operator has more than one payment returned for insufficient funds in a twelve (12) month period.

8.6. Operator is obligated to pay all EPB's costs of collection, including court costs and reasonable attorneys' fees if EPB retains an agency or attorney to collect any amount that is past due.

8.7. If Operator disputes any charges invoiced by EPB, Operator must notify EPB in writing within ninety (90) days of the date of Operator's invoice or such dispute will be waived. Operator may withhold paying the disputed amount to EPB, but Operator is obligated to continue to pay all undisputed invoiced amounts when due.

8.8. Operator agrees to pay all invoiced amounts within thirty (30) days from the date of the invoice or such amount becomes overdue. A late charge in the amount of one-and-one-half percent (1.5%) of the total overdue amount shall be payable each month and shall continue to accrue and remain due and payable until all overdue amounts are paid in full. EPB and Operator shall negotiate in good faith to resolve any dispute related to any late charge. In the event a late charge is assessed against Operator but later resolved by the Parties, EPB will issue a refund or credit to Operator for the late charge. While EPB retains the right to issue any late charge for non-payment in its sole discretion, EPB shall take into good-faith consideration Operator's reasons for non-payment and provide leniency when appropriate.

8.9. Operator shall keep true and accurate books and records relating to this Agreement in accordance with generally accepted accounting principles. EPB shall have the right to audit Operator's books and records at Operator's offices given reasonable notice during regular business hours, subject to Operator's standard security and operations procedures. The cost of any audit shall be paid by EPB unless any audit discloses a discrepancy of five percent (5%) or more where the Operator has underpaid EPB.

9. REPRESENTATIONS AND WARRANTIES

9.1. Throughout the term of this Agreement, Operator represents and warrants that it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder and shall ensure compliance with all laws, rules, and regulations related to the Services and the performance of this Agreement will not conflict with or result in a breach of any other third-party agreement.

9.2. Operator represents and warrants that:

9.2.1. Operator shall only use the Services for its own purposes and for those of its End Users; and

9.2.2. If Operator becomes aware of any unauthorized usage of the Services, Operator shall promptly notify EPB and shall use reasonable efforts to halt such unauthorized use.

9.3. EPB hereby warrants to use commercially reasonable efforts to maintain the necessary agreements to provide the Services under this Agreement and to provide the Services in a professional and workmanlike manner and in accordance with all applicable laws and regulations. The Operator agrees that the only remedy for the unavailability of the Services is termination of this Agreement and Operator shall not file any claim or seek any damages from EPB resulting from the unavailability of the Services.

9.4. EPB makes no representations or warranty as to whether or not the Services require any governmental consent or approval. The Operator shall be responsible, at its sole cost and expense, for obtaining all necessary approvals, licenses, and permissions as may be imposed or required by governmental and regulatory authorities for Operator's Network and maintaining those approvals, licenses, and permissions throughout the term of this Agreement.

9.5. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EPB MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE, EXPRESSED OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORY LAW, THE COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE ABOUT THE SERVICES, INCLUDING BUT NOT LIMITED TO THE AVAILABILITY, ACCURACY, COMPLETENESS OR TIMELINESS OF ANY OF THE SERVICES. ALL OTHER GUARANTEES, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ABILITY TO ACHIEVE A PARTICULAR RESULT ARE HEREBY EXCLUDED. OPERATOR ASSUMES THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES. OPERATOR ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY EPB, OR ANY OTHER PERSON ON EPB'S BEHALF. EPB DOES NOT WARRANT THAT THE SERVICES WILL MEET OPERATOR'S REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

9.6. The Parties acknowledge and agree that the disclaimers and exclusions set forth in this Section form an essential basis of this Agreement, and that, absent any such disclaimers or exclusions, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

10. INDEMNIFICATION

10.1. Operator agrees to indemnify, defend, and hold EPB and their respective directors, officers, employees, agents, successors and assigns harmless from any and all third-party claims alleging that liabilities, losses, claims, damages, costs and expenses, including reasonable attorneys' fees awarded by a court arose directly or indirectly out of a breach or any representation, warranty, obligation, privacy or security requirement, or undertaking of the Operator under this Agreement.

10.2. EPB agrees to indemnify, defend, and hold Operator and their respective directors, officers, employees, agents, successors and assigns harmless from all third-party claims alleging that liabilities, losses, claims, damages, costs and expenses, including reasonable attorneys' fees awarded by a court, arose out of a breach of a warranty made by EPB under this Agreement.

11. LIMITATION OF LIABILITY

11.1. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, OR LOSS OF REVENUE, PROFITS, BUSINESS OR GOODWILL OR SIMILAR DAMAGES, COMPUTER OR SYSTEM FAILURE OR MALFUNCTION, COSTS OF OBTAINING SUBSTITUTE SOFTWARE OR SERVICES, WORK STOPPAGE, DENIAL OF ACCESS OR DOWNTIME, SYSTEM OR SERVICE DISRUPTION OR INTERRUPTION, OR ANY LOST, DAMAGED OR STOLEN DATA, INFORMATION OR SYSTEMS. WITHOUT LIMITATION OF THE FOREGOING, EPB SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM (I) OTHERS ACCESSING THE SERVICES OR ANY EQUIPMENT RELATED TO THE SERVICES; (II) SECURITY BREACHES, VIRUSES, EAVESDROPPING, OR INTERCEPTION OR INTERRUPTION OF THE SERVICES; (III) ANY MISTAKES, OMISSIONS, FAILURES, MALFUNCTIONS, THEFT, DELETION, CORRUPTION OF FILES, ERRORS, DEFECTS, OR FAILURES OF PERFORMANCE RELATED TO THE SERVICES UNLESS THIS IS A RESULT OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY EPB; AND (IV) ANY USE OF THE SERVICES OR EQUIPMENT THAT INFRINGES UPON ANY PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, CONTRACTUAL RIGHTS OR ANY INTELLECTUAL PROPERTY RIGHTS OF ONE OR MORE THIRD PARTIES. IT IS EXPRESSLY AGREED THAT EPB SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO OPERATOR OR ANY OTHER PERSON CLAIMED TO HAVE RESULTED FROM THE USE OF THE SERVICES. IN THE EVENT THAT EPB IS HELD LIABLE FOR DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES, THIS AGREEMENT, OR ITS OBLIGATIONS UNDER THIS AGREEMENT FROM A COURT WITH JURISDICTION; EPB'S AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY OPERATOR TO EPB FOR THE SERVICES FOR THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

11.2. The Limitation of Liability contained in this Section is a fundamental element of this Agreement and will survive termination even if the Agreement is found to have failed its essential purpose.

12. PUBLIC RELATIONS

12.1. Public Relations. Each Party is prohibited from using the other Party's name or the existence of this Agreement and the Services offered in news releases, advertising, and other publicity material.

12.2. Non-Disparagement and Public Relations. Operator agrees to take no action which is intended or would reasonably be expected to harm EPB or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to EPB. Operator specifically agrees that neither it nor any of its officers, directors, agents, or employees shall not, nor shall they cause or cooperate with others to, publicly criticize, ridicule, disparage, or defame EPB or its products, services, policies, directors, officers or employees, with or through any written or oral statement or image including, without limitation statements made via newspapers, television, letters, phone calls, text messages, the internet, or emails.

13. INTELLECTUAL PROPERTY

13.1. Operator shall provide the exclusive interface to the End Users, except as Operator shall otherwise specify for EPB to provide Services identified by Operator for which EPB may directly communicate with the End Users. In those instances, where Operator requests that EPB personnel communicate with End Users, EPB personnel shall not identify themselves as representatives of EPB. Other business materials furnished by EPB to End Users shall bear no corporate name, logo, trademark, or trade name. Except as specifically permitted by Operator, in no event shall EPB provide information to End Users about EPB or EPB products and services.

13.2. Operator shall indemnify, defend, and hold EPB harmless from and against all claims, liabilities, losses, and damages asserted by any third party, together with all costs and expenses relating thereto including reasonable attorney fees, based upon any claim of infringement of any copyright, patent, trademark, or any other intellectual property right resulting from the interface provided to End Users and the use of this interface by EPB. Each Party agrees to notify the other as soon as possible of any notice received regarding a material matter to which this indemnity may apply. If notified in writing of any action or claim for which Operator is to provide indemnity, Operator shall, without limitation, defend such action or claim at its expense and pay all cost, damages, and reasonable attorneys' fees related to any such action or claim. If any intellectual property claim occurs for which Operator would have an indemnification obligation or Operator believes such claim may occur, Operator shall either (i) obtain the right for EPB to continue to use the interface; (ii) modify the interface so that is it non-infringing and in compliance with this Agreement; or (iii) terminate this Agreement and proceed without liability except the obligation to indemnify EPB against any intellectual property claim.

13.3. Operator acknowledges that all EPB names, trademarks, service-marks, materials, formats, concepts, and any other intellectual property of EPB ("EPB Intellectual Property") shall be the exclusive property of EPB. Operator shall not acquire any rights or licenses to use any EPB Intellectual Property and is strictly prohibited from using EPB's name or EPB Intellectual Property to publicize, promote, or advertise any of Operator's capabilities, products, or services to End Users and any other third parties. Operator is strictly prohibited from attempting to sell any product or services using EPB's name or any other EPB Intellectual Property or from representing to End Users or other third parties that they will receive Services from EPB or that EPB is providing Services to the Operator.

14. MISCELLANEOUS

14.1. Exhibits. All Exhibits attached to this Agreement are made a part of this Agreement and are incorporated by reference.

14.2. Force Majeure. Neither Party shall be liable for any failure of performance under this Agreement due to causes beyond its control, including but not limited to, acts of God, fire, flood, catastrophe, adverse weather conditions, material or facility shortages or unavailability, lack of transportation, imposition of governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, labor difficulties, or a pandemic or epidemic declared by the World Health Organization, the US National Institutes of Health, the Center for Disease Control and Prevention or similar United States federal governmental entity ("Force Majeure Events"). The Party asserting the existence of a Force Majeure Event shall promptly provide notice to the other Party describing the nature of the Force Majeure Event and its anticipated duration. The Party asserting the Force Majeure Event shall promptly provide further notice upon resolution of the Force Majeure Event.

14.3. Governing Law. This Agreement shall be governed by and interpreted and enforced under the laws of the State of Tennessee, without regard to conflicts of law provisions.

14.4. Forum Choice. Operator hereby submits to the personal jurisdiction of the courts of Hamilton County, Tennessee and agrees that they shall be the exclusive venue for resolution of any disputes that may arise out of this Agreement.

14.5. Headings. Headings provided in this Agreement are provided solely for the convenience of the Parties and shall not in any manner affect the meaning or interpretation of this Agreement.

14.6. Notices. Any notices required to be provided hereunder shall be provided in writing unless verbal communication is expressly permitted or verbal communication is appropriate because of exigencies of time, in which case such verbal communication shall be confirmed in writing at the earliest possible time. All notices shall be hand delivered, mailed, or emailed. If mailed, the notices shall be deemed delivered when deposited, postage prepaid, with the United States Postal Service. All emailed notices shall be deemed delivered according to the timestamp when sent. Notices shall be sent to the Party's authorized representative as designated by each Party in writing and a copy sent to EPB's Legal Services Division at legal@epb.net. Either Party may provide written notice to the other Party at any time to update their authorized representative.

14.7. Entire Agreement. This Agreement constitutes the final, complete, and entire written agreement of the Parties and supersedes all previous and contemporaneous communications, representations, agreements, promises, statements, proposals, and specifications, whether written or oral, by or between the Parties, except as expressly referenced and adopted herein. This Agreement may be modified only in writing signed by each of the Parties to this Agreement.

14.8. No Waiver. No delay or failure of either Party in exercising any right or power under this Agreement shall operate as a waiver of such right or power to prevent the future exercise of such right or power. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty required of this Agreement. Any waiver of this Agreement shall only be provided in writing. Operator acknowledges that EPB is a Tennessee governmental entity and nothing in this Agreement waives or relinquishes EPB's right to claim such exemptions, privileges, and immunities as may be provided by law.

14.9. Survival. Any liabilities or obligations of either Party for acts or omissions arising prior to the termination of this Agreement, or relating to confidential and proprietary information, indemnification, limitations of liability, payments, costs and expenses, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) the expiration or earlier termination of this Agreement, shall so survive. Notwithstanding anything contained in this Agreement, each Party does not waive any right or claim that it has or may have in the future.

14.10. Relationship of Parties. EPB and Operator hereby certify that they are independent parties, acting as independent contractors and independent employers. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between EPB and Operator, and neither Party shall have the authority to bind the other Party in any respect.

14.11. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed as creating rights in third parties, and the Parties hereby express their intent that this Agreement is not intended to benefit third parties in any manner.

14.12. Government Tort Liability. Nothing contained in this Agreement or in bond or in any certificate or policy of insurance or in any provision of indemnity shall be construed to constitute a waiver by EPB or Operator of any provision, substantive or procedural, of the Tennessee Governmental Tort Liability Act, as amended, Tenn. Code Ann. § 29-20-101, et seq., or of any other provision of federal, state, or local law affording EPB protection from or limitation of tort or other liability.

14.13. Prohibition on Boycott of Israel. Operator certifies that it is not currently engaged in and will not for the duration of this Agreement engage in, a boycott of Israel as defined by Tenn. Code Ann. §12-4-119.

14.14. Severability. If any provision of this Agreement is found to be illegal or otherwise invalid, then the validity of the remaining provisions shall not be impaired. The Parties shall attempt to replace any invalid provision with a valid provision having substantially the same commercial effect as such invalid provision and the replacement provision shall be deemed effective retroactively to the effective date of this Agreement.

14.15. No Gifts. Neither Operator nor its employees shall offer any gifts, favors, tips, gratuities, or any other item of service of value to any employee, director, or officer of EPB.

14.16. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts and each counterpart will constitute an original, but all counterparts when taken together will constitute one and the same Agreement. An executed signature page that is sent by .pdf file or other reliable electronic process will constitute an original signature for all purposes. This Agreement will become binding and be treated as effective as of the Effective Date once all Parties have executed and delivered the Agreement.

IN WITNESS WHEREOF, the Parties hereto are duly authorized to bind the respective Party and by signature below agree to be bound by the terms of this Agreement to be effective on the Effective Date.

ELECTRIC POWER BOARD OF CHATTANOOGA	**OPERATOR**
By: Kathe G Espeseth	By: SEE SIGNATURE PAGE
Name: Katherine G. Espeseth	Name: ______________
Title: Vice President, New Products	Title: ______________

FORT PIERCE UTILITIES AUTHORITY

Board Chair

Date

ATTEST:

Board Secretary

APPROVED AS TO LEGAL FORM:

FPUA General Counsel

EXHIBIT A
SERVICES
TECHNICAL SUPPORT

Covered Network Equipment
For EPB to provide remote technical support services 24 hours per day, 365 days a year for the Network, Operator shall consistently provide the following to EPB:

- Supported systems and equipment.
- Access to systems and equipment.
- Training for systems, policies, and procedures delivered via a train-the-trainer environment (not to exceed 18 hours).

Included Services
EPB agrees to remotely provide Operator with the Services as described below for the above-referenced Covered Network Equipment. EPB will provide all services listed below to Operator's residential end users as well as small and medium-sized business end users that have similar services that mirror the Operator's residential offering.
The services shall include the following for our inbound call center:
Technical Support Tier 1
Live answer support calls via phone, chat, and email 24x7x365 as Operator

- Chat shall mean interactions with Operator's customers via chat sessions using EPB software that is integrated into Operator's website by the Operator's web administrator with instructions provided by EPB.
- Email Support shall mean interactions with Operator's customers by EPB support staff via email. EPB will provide a backend email address to the Operator to forward customer-facing email addresses for technical support assistance via email.
- Chat and email interactions are classified and presented to EPB agents as a phone call.
  - Automatic email replies are sent to end users stating that they will be responded to within 24 hours. The automatic reply is customized by the Operator during onboarding if this service is requested.

- Perform tech support troubleshooting tasks
  - Data Service
    - Service Verification
      - Service Verification shall mean verifying services ordered by end user match services provisioned by OSS/BSS.
    - Soft reboot of ONT and/or Residential Gateway.
      - Soft reboot shall mean an action that uses software to restart a device, without removing/terminating the device's power.
    - Wi-Fi troublesbooting
      - Bypass customer-owned equipment
      - Confirm speed and duplex
      - Assist customers with running speed tests and documenting results
      - Validate services in the wireless management system (if applicable)

        - Validate wireless SSID
        - Rebooting equipment
        - Customer Education - Utilizing Operator-provided Knowledge Articles to provide customer education on Operator's video deployment.
- Internet Speed troubleshooting
        - Confirm speed and duplex
        - Assist customers with running speed tests and documenting results
        - Bypassing customer-owned equipment
        - Assist customers to test with multiple devices to determine if the problem is isolated to the wireless or wired portions of the network
        - Customer Education
            - Utilizing Operator-provided Knowledge Articles to provide customer education on Operator's Internet deployment.
    - Password resets
        - Examples:
            - Email passwords (If provided by Operator)
            - Over-The-Top account passwords (If provided by Operator)
            - Wi-Fi passwords
    - Wireless Network Changes (Managed Wi-Fi)
        - Wireless network name (SSID)
        - Wireless network frequencies (2.4GHz, 5GHz, etc.)
        - Adding Wireless devices to end users' home network
    - Verify Internet Service availability at Remote Gateway and/or ONT via Operator's EMS (Element Management System)
- Voice Service
    - Service Verification
        - Verifying the voice service is provisioned with the VOIP provider (when applicable/accessible)
        - Assist customers with testing dial tone at multiple points in the home
    - Registration Verification
        - Verifying VOIP registration with the VOIP provider (when applicable/accessible)
    - ONT Service Verification
        - Verifying VOIP registration on the ONT (when applicable/accessible)
    - Customer Education

- Outage and Post-Outage Management
    - During outage situations, EPB has the capability to post generic or customized IVR messages on Operators' behalf to inform customers of any loss of service(s) or service-impacting issues.

        - EPB will provide call metrics via Fi Hub which includes all monthly metrics and normalizing metrics which removes any call-impacting event to better understand how Operator's customers are supported each month. Upon request, EPB can provide Operator with any outage event call metrics to include calls answered and abandonment rate.
        - EPB will create tickets for outages in EPB's ticketing system (Fi Hub). Upon outage restoration, EPB will place outbound calls to a subset of the Operator's customers to confirm restoration of service(s) (Up to five customers) and notify Operator once that task is completed. Closure of outage tickets is performed by Operator.
        - Mass Outage Closure provides the Operator the ability to close multiple cases related to a single outage based on the picklist items below. Upon outage restoration, EPB will place outbound calls to up to five customers to confirm the restoration of services and notify Operator once this task is completed. Mass closure of outage cases will be performed by Operator.

Technical Support Tier 2

- Remote Access
    - EPB can assist customers via remote access if the Operator provides agents with remote access software and applicable license. Remote access can reduce call time and provide a better customer experience. Examples include helping set up an email client, troubleshooting a Network Interface Card (NIC) or wireless adapter, or logging into a router or access point that is not accessible through other methods.
- Truck Rolls
    - If EPB technical support cannot resolve the End User issue, then EPB shall escalate the call to Operator's designated contact unless EPB has access to the scheduling system to schedule the job through the Operators system.
        - Scheduling shall mean asking the end user when they are available for an onsite visit and documenting their availability in the Operators ticketing system. EPB will either transfer the call, assign the ticket, or notify Operator's Dispatch department via email to confirm field technician availability.
        - If Operator requires EPB to confirm field technician availability and/or assign the ticket to a field technician, the work will need to be scoped and an estimate will be provided.
- Outage Communication to Operator
    - If EPB technical support determines there is a network outage, then EPB shall follow Operator assigned protocol to notify the Operator.
- Escalations
    - If EPB technical support cannot resolve the End User issue and determines that a truck roll will not provide a resolution, then EPB will escalate to Operator's designated Tier 2/3 support via Fi Hub.

Operator Requirements

Operator agrees to purchase and/or maintain the following:

- Electronic interfaces and systems for System Monitoring and Alarms, Trouble Tickets, Dispatch System(s), Network Element Management System(s), OSS/BSS, and other systems as required by EPB.
- Up-to-date support agreements for all Covered Network Equipment listed in Exhibit A.
- Adequately trained on-site staff to perform customer service and End User support as needed.

Operator agrees to maintain system versions that comply with required vendor support agreements.
Operator agrees to maintain telephone and Internet network interconnections in good condition and sufficient to support the Services from EPB's technical support service center.
Operator agrees to establish and maintain a Remote Desktop connection if access to systems is not available via cloud.
Operator agrees to maintain its Network operational and in good condition. Any issues related to the Network are outside the scope of this Agreement.
Inter-Company Communications
The list of supported communication methods below references communication between Operator and EPB personnel.

- The primary communication method to communicate with support staff is via Fi Hub cases. Fi Hub cases are monitored 24 hours a day, 365 days per year. EPB has developed process flows to engage the correct personnel for multiple scenarios. In addition, EPB has created the capability to create cases for Operator's employees who do not require a Fi Hub license. The scenarios are:
  - FiHubOutboundRequest@epb.net - These are billable cases for the partner to request that an EPB agent place an outbound call to a customer for troubleshooting.
  - FiHubOutage@epb.net - These cases are used to report outages and maintenances.
  - FiHubCoachingOpportunity@epb.net - These cases are related to coaching opportunities that supervisors need to be made aware of.
  - FiHubFieldSupport@epb.net - These cases are utilized by Field Technicians who are onsite at a customer's premise and have support-related needs.
  - FiHubResidentialProvisioning@epb.net -These cases are for residential provisioning needs.
  - FiHubBusinessProvisioning@epb.net – These cases are for business provisioning needs.
- Other communication methods include phone calls, emails, and scheduled monthly virtual check-in meetings. All video/voice calls outside of scheduled check-in's need to be facilitated with your Account Manager, apart from emergency events where the on-call supervisor's phone number can be utilized.

IVR Routing of Calls
EPB will monitor and track calls transferred back to the Operator that are not technical support related. EPB will be responsible for communicating the amount and type of calls transferred back to the Operator. Operator will be responsible for evaluating/changing their IVR flow to direct customers to the correct departments. If Operator is unable to mitigate transfer callbacks to less than 15%/month (% of calls transferred to calls answered); additional call handling fees shall apply at the rate of $16.00 per call transferred back.

Outbound Call Requests

Our offering for technical support and provisioning services is primarily for inbound interactions. While we will perform outbound calls on occasion, it is for following up with customers after an inbound interaction from them. The request to place the outbound calls will need to be made via a Fi Hub case or email to case using FiHubOutboundRequest@epb.net. We will require eight hours to complete the request for the outbound calls as inbound interactions take priority. This request creates a billable call for agents to troubleshoot with customers, the fee is at the rate of $16.00 per outbound case.

Fi Hub

Operator will have access a real-time customized dashboard that allows Operator to view, manage, and analyze technical support service activity on one comprehensive, user-friendly interface. Operator can listen to recorded customer calls and review support metrics to help improve the quality of service and enhance the customer experience. Operator can conduct two-way communication with the EPB team to ensure the highest-quality, most consistent customer experience possible. All communications will be automatically saved and displayed, allowing both teams access to the entire communications thread, Fi Hub dashboard also includes access to a knowledge center that allows Operator to add and edit articles and provide the latest troubleshooting policies and procedures. The call metric reports in Fi Hub will be available by the end of business on the 5th calendar day of the following month. Operator will have access to Fi Hub for up to 2 months after termination to access call metrics and call recordings. The reports include monthly statistics for business and residential customers, including:

- Average Speed to Answer
  - Average speed to answer shall mean the average length of time that callers are in the queue.
- Average Talk Time
  - Average talk time is defined by the average duration of customer support calls.
- Customer Abandonment Rate
  - Abandonment Rate shall mean the percentage of customer abandoned calls once callers are in the queue.
- Calls Answered
  - Calls Answered are measured by the total number of monthly calls answered by technical support.
- Customer Callbacks
  - Customer callbacks are the measure of customer-requested callbacks that are presented to a customer once they are in queue for >90 seconds.
- Outage/Maintenance Information
  - Outage and Maintenance information is provided by the Operator via Fi Hub Cases to notify technical support of instances impacting service levels for customers.

Fi Hub Case Creation

EPB will enter cases into Fi Hub to log interactions with end users. Operator will provide customer data via a systematic process for the use of populating data points (via CSV file) on a daily interval or more frequently. If the Operator requires cases to be exported from Fi Hub and imported into their own operating/billing system, the required integrations will have to be scoped in a separate exhibit and costs will be determined by EPB and the operating/billing system.

Customer data is defined as:
Account Number
Account Status (active, suspended, collections, etc.)
Service Order Status
First Name
Last Name (or company name)
Service Address
Subscribed Services
Contact Phone number
Account Verification Information

Personal Identifiable Information
EPB will not store personal identifiable information (PII). PII is used by operators to verify customers' identities. EPB uses a hashing algorithm to validate data points with PII stored by Operator. Setup of the hashing algorithm will be performed during onboarding and will require participation from Operator.

FI HUB TICKETING

Background and Description
Fi Hub Ticketing is a centralized repository for all customer interactions. It allows us to serve both your residential and commercial customers more efficiently and provide you with trustworthy data to help understand how your customers are experiencing their services. It also streamlines all communications between your team and EPB Broadband Solutions team.

Operator Deliverables
Operator is to provide EPB a list of Users, their roles, along with permissions EPB is to provide access into the system.

- First Name
- Last Name
- Email Address
- Phone Number
- Company
- Job Title

EPB Deliverables
EPB will provide access and use of a Ticketing System within the following capabilities, and the parameters listed:
Ticketing customization to include:

- Fi Ticketing's main record type for case input will be created specifically for Operator. Any customizations requested outside of this Exhibit will be specific to Operator's main record type and may result in a separate development cost.
- 5 customer data fields that help identify the Operator's customer and enhance the customer experience. Sensitive customer financial information such as Social Security numbers or credit card information would not be included in these fields.

- Some included customer data fields are:
    - Account Number
    - Name
    - Phone Number
    - Street Address
    - Account Status (Active/Inactive)
- 1 Fi Ticketing dashboard is included that contains 10 reports.
  - The included reports are:
    - New Cases This Week YTD
    - Average Case Resolution *(ie. Average time of how long it takes to close a case via minutes, hours or days)*
    - Case Closure Reasons
    - Cases Open by Status
    - Cases by Product Category
    - Cases Open by Case Reason
    - Trend of Cases Closed
    - Case Duration *(ie. Detail of every case and the amount of time it took to close via by hour)*
    - Completed Cases by Case Owner
    - Repeat Cases by Address
- 5 departments.
  - The included departments are:
    - Billing/Customer Service
    - Engineering
    - Field Services
    - QC
    - Sales
- 10 case types/reason codes.
  - The included case types are:
    - Area Outage
    - Contact Customer
    - Equipment Recovery
    - Fiber Install Existing
    - Fiber Install New
    - Fiber Service Change
    - Hazard Condition
    - Individual Service Out
    - Retire Fiber Service
    - Scheduling
- 7 case product categories with defined case details for each category.
  - The included product sets and details are:
    - Electric

            - Hazard Conditions – Line Down
            - Service Down
        - Fiber Internet
            - Cannot pull a lease
            - Email Assistance
            - Service Down
            - Slow Speed
        - Fiber Wireless
            - Cannot pull a lease
            - Email Assistance
            - Service Down
            - Slow Speed
        - Phone
            - CID Issue
            - Dropping Calls
            - Fax Issues
            - No Dial Tone
        - Video
            - Channel Issue
            - Client Un-provisioned
        - ONT
            - No Internet at ONT
            - No Light
            - Swap Request
            - Provision after swap
        - Scheduling status for use by field technicians to notate the following:
            - Cancel Order
            - No Show
            - Reschedule Install
- 5 customized list views will be provided by department and 1 master list for all Fi Hub and Fi Ticketing combined cases.
    - The included list views are:
        - All Open Cases – "Operator Name" (*this master list view includes all Fi Hub and Fi Ticketing cases*)
        - Fi Ticketing "Operator Name" – Engineering
        - Fi Ticketing "Operator Name" – Field Services
        - Fi Ticketing "Operator Name" – Sales
        - Fi Ticketing "Operator Name" – QC
        - Fi Ticketing "Operator Name" – All Open Cases
- Mass Outage Closure provides the Operator the ability to close Fi Ticketing only cases that are related to a single outage based on the picklist items below. Upon outage

restoration, EPB will place 3-5 outbound calls to customers to confirm restoration of services and notify Operator once this task is completed. Mass closure of outage cases will be performed by Operator.

Alarm/Network Monitoring

- Hours:
  - Standard Hours: 24/7/365
- Description of Services/Definitions
  - Process alarms and emails generated from network monitoring software platform and other sources, determine the scope of alert, and respond according to standard operating procedures
  - Continuous live network monitoring
  - SOP adherence
  - Alarm identification
  - Alarm resolution
  - Scope identification
  - Alarm escalation
- Service Levels
  - Critical, major, warning and informational alarms
- Requirements
  - Trouble ticket generation
  - Incident reports and reports
  - Escalations based on to be determined SOPs

EXHIBIT B
SERVICE STANDARDS

Monthly Reporting. EPB shall provide Operator with monthly call metrics by the 5th day of each month via Fi Hub.

Exclusive Remedy. EPB shall have no liability whatsoever to Operator or any third party for any failure by EPB to provide customer service in accordance with these standards. The Operator's sole remedy is to terminate the Agreement according to its provisions.

Termination Remedy. In the event that EPB fails to provide service as described in Exhibit A and B above, during any period of two (2) consecutive months, Operator may: (i) terminate the Agreement in accordance with the termination provisions listed in the Agreement; or (ii) if applicable, with thirty (30) days prior written notice to EPB, shorten the length of the Term by up to three (3) months. Operator shall have ninety (90) days from the date of EPB's breach of this provision to exercise either termination right. Notwithstanding anything to the contrary in the Agreement, if Operator fails to exercise its termination right within such ninety (90) day period, Operator shall forfeit such right.

Excluded Events and Exclusive Remedy.

A. Excluded Events. Any failure by EPB to comply with the service standards and service level requirements set forth in Exhibit A and Exhibit B shall be excused or excluded from the calculation of the service level requirements if such failure is the result of any of the following excluded events:

i. Any negligent act or omission by Operator or Operator's contractors, employees, or agents.
ii. The failure of all or any portion of the Network.
iii. Operator's failure to provide accurate End User information to EPB.
iv. EPB's inability, due to the action or inaction of Operator or an End User, to obtain access or information required to remedy a defect in service.
v. Any scheduled network or system maintenance by Operator.
vi. Any scheduled service upgrades by Operator.
vii. The malfunction of equipment or systems not controlled by EPB.
viii. Force Majeure Events.

B. Exclusive Remedy. EPB shall bave no liability whatsoever to Operator or any third party for any failure by EPB to provide customer service in accordance with these standards. The Operator's sole remedy is to terminate the Agreement according to its provisions.

EXHIBIT C
SERVICE FEES

Residential Technical Support Tier1-2 (24/7/365):

- Year 1: Price Per Sub $3.00, $1,500 monthly minimum
- Year 2: Price Per Sub $3.09, $2,500 monthly minimum
- Year 3: Price Per Sub $3.18, $3,500 monthly minimum

Alarm Monitoring/NOC (Notification Only):

- Year 1: Price Per Sub $1.00, $1,500 monthly minimum
- Year 2: Price Per Sub $1.03, $2,000 monthly minimum
- Year 3: Price Per Sub $1.06, $2,000 monthly minimum

*Every support interaction will be entered as a case in Fi Hub and either closed if resolved or escalated to the Operator's team via Fi Hub if further assistance is needed.

*We are primarily an inbound call center, the need to perform outbound calls to follow up with customers is included. If outbound calls are requested by Operator to perform tasks with end users; these are billable at $16.00 per interaction.

*Price per subscriber and per interaction are escalated yearly by roughly 3% to account for labor costs.

*Fi Hub: 6 licenses included $35.00/per license once exceeded

AGENDA ITEM NO. D.7

Fort Pierce Utilities Authority Board

Board Submission Report

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

THROUGH: Daniel P. Retherford, P.E., Chief Operating Officer

FROM: Jason Mittler, FPUAnet Communications

DATE: May 6, 2025

SUBJECT: Demand Aggregation Tool and Techshield Services for FPUAnet

PRESENTER(S): Jason Mittler

RECOMMENDATION:
POA: 22-93-007 Recommend approval of the Service Order with NeoNova Network Services, LLC dba NRTC Managed Services of Raleigh, North Carolina, for FPUANET Demand Aggregation Tool and TechShield Managed Services in an annual amount not to exceed $14,996.00, which covers $9,996.00 for CrowdFiber Essential Services and $5,000.00 for TechShield Professional Support Services.

SUMMARY/SUPPORTING INFORMATION:
CrowdFiber™ is web-based software that combines extensive geodata with sales and marketing tools to accelerate FPUAnet's launch of our Broadband offering. This demand aggregation tool allows FPUAnet to define zones within its territory to help evaluate, build and manage target area deployments. CrowdFiber will be the online Market Place where a potential customer can inquire if service is available and shop service offerings. If service is not available they can take a survey and pin their address to allow FPUAnet to identity potential target areas.

ALTERNATIVES (IF ANY):
Do not approve and choose a different vendor which will require configuring a new software.

ATTACHMENTS:
NeoNova Service Order with Addendum (ready for board).pdf

#316822

nrtc
Managed Services

NeoNova Network Services, LLC, dba NRTC Managed Services ("NRTC MS")

Service Order

Prepared for:

Fort Pierce Utilities Authority ("Affiliate")

Submitted By:

Chick Kennedy

Date Submitted: March 18, 2025

Pricing and proposals documented in this Service Order are valid for thirty (30) days from the date submitted.

This Service Order is subject to the terms and conditions contained in the Master Services Agreement between the Affiliate and NRTC MS dated October 28, 2021 ("MSA"), of which this Service Order is a part. The MSA, this Service Order, and the exhibits or addenda attached hereto contain the entire agreement of the parties with respect to the subject matter of this Service Order, and supersede all prior negotiations, agreements and understandings with respect thereto. This Service Order may only be amended by a written document executed by Affiliate and NRTC MS.

Document Version: 2.4

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SERVICE ORDER

Affiliate Name	Fort Pierce Utilities Authority
Business Address	206 South 6th Street, Fort Pierce, FL 39450

Technical Contact		**Billing Contact**	
Name	Eric Peters	**Name**	Eric Peters
Phone No.	772-468-1697	**Phone No.**	772-468-1697
Email	peters@fpua.com	**Email**	peters@fpua.com

Service Order Term (Mark __X__ one only):

___ 24 months
X 36 months
___ Other Term: ________________________

Number of Subscribers: ____________

Additional terms relating to certain of the Services in this Service Order may be found at https://www.nrtc.coop/solutions/managed-services/terms, which are incorporated by reference to the extent applicable.

Affiliate Representative:

Signed: SEE SIGNED FPUA ADDENDUM

Name:

Title: ____________________

Date: ____________________

Accepted by NRTC MS:

Signed: Jon Bartleson
6CCB99B2FD1C401...

Name: Jon Bartleson

Title: President

Date: April 10, 2025

Attest: ____________________

Name: ____________________

Title: ____________________

Date: ____________________

The targeted Services Activation (Conversion) Date is eight (8) weeks from the signature date of this Service Order, unless detailed otherwise in the Additional Details and Notes/Terms section of this Service Order. The actual Activation Date is defined in section 2.b. of the MSA.

For new provisioned Services, the Term of the Service Order begins on the Activation Date as detailed in the MSA.

For a renewal of existing services, the Activation Date for billing purposes will be the first of the month following the signature date of this Service Order, unless detailed otherwise in the Additional Details and Notes/Terms section of this Service Orde

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SECTION A. SERVICES

This Section A summarizes NRTC MS's available Services. Select Services to be provided under this Service Order by marking __X__ next to the requested Service in the "Requested" column. Additional information regarding fees and payment terms is in Section B, Fees.

Service Level Agreements relating to the Services are located at https://www.nrtc.coop/solutions/managed-services/sla, and are incorporated herein by reference to the extent applicable. All product descriptions are located at https://www.nrtc.coop/solutions/managed-services/product-descriptions.

SUPPORT SERVICES

Requested	Service Name	Billing Method
___	Technical Support: ___ Voice ___ Data ___ Video	
___	Premium Tech Support: ___ On-demand Premium Tech Support ___ TotalTech Premium Support - residential subscriptions ___ TotalTech Professional Support - business subscriptions	
___	Customer Service (CSR / MSR)	

NETWORK SERVICES

Requested	Service Name	Billing Method
___	Custom Services (see Additional Details and Notes/Terms)	

___	Network Support:
	____ Operational Intelligence
	    ____ Network Monitoring
	    ____ Network Monitoring & Management
	____ Basic Network Monitoring
	____ Basic Network Monitoring & Management
	____ Network Probe Server(s) (Private IP monitoring)	

___	Network Utility Server (includes backup server): ____ RADIUS ____ DHCP ____ DNS Caching	
___	NRTC Managed Speed Test ____ Dedicated Speed Test Server	
___	DDoS Mitigation Services	
___	CALEA Compliance	
___	Broadband Consumer Labels	
___	Authoritative DNS	

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CYBERSECURITY SERVICES

Requested	Service Name	Billing Method
___	Managed Cybersecurity Services: ____ Lightning MDR Advanced (Managed Detection & Response) ____ MEDR/MEPP (Managed Endpoint Detection & Response) ____ Network Protect (Firewall Management) ____ Network Protect (Firewall Management) Options ____ Network Protect Web Application Firewall ____ Vulnerability & Cyber Risk Management Service "Insight" ____ Managed Multi-Factor Authentication (MFA) DUO "Connect" ____ Security Awareness Training and Phishing Services "Aware" ____ EPS (Email Protection Services)	
___	Professional Cybersecurity Services: ____ CAS - Cyber Advisory Service ____ Quarterly ____ Monthly ____ External Pen Test ____ Internal Pen Test ____ NIST CSF Gap Assessment ____ CISO Advisory Block of Hours ____ Cyber Maturity Baseline Assessment (CSF and C-SCRM) ____ Third Party Risk Management Program Development ____ Policy Development Bundle - Advanced ____ Managed Incident Response (M-IR)	
X	Residential Cybersecurity Services: X TechShield X TechShield Support	Per User
X	SMB Cybersecurity Services: X TechShield Professional X TechShield Professional Support	Per User

SUBSCRIBER SERVICES

Requested	Service Name	Billing Method
___	Residential Email ____ App Portal add-on	
___	Business Email	
___	NovaSubscriber	

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MARKETING & TRAINING SERVICES

Requested	Service Name	Billing Method
___	Marketing Essentials Toolkit	
X	CrowdFiber: ____ Explore X Essential ____ Enterprise ____ Enterprise+	Flat Rate
___	Broadband Consumer Labels	
___	Website Services: ____ Website Development, Maintenance and Hosting ____ Broadband Speed Calculator	

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ADDITIONAL DETAILS AND NOTES/TERMS

Service Name (if applicable)	**Notes/Terms**
CrowdFiber Essential Services Unlimited Zones	NRTC MS will provide CrowdFiber Essential Services with Unlimited Zones for a flat monthly recurring fee of $833.00. Notwithstanding anything to the contrary in the MSA or this Service Order, for invoicing purposes the Services Activation date for this Service will be the earlier of (i) the date the Service is accepted for use by Affiliate or (ii) the first day of the month after thirty (30) days have passed from the date this Service Order is executed, provided NRTC MS has made the Service available for Affiliate use. The services available include the following: • CrowdGEO tools, including proprietary address verification and deduplication, zone management and uptake tracking • Survey engagement tools, including custom form collection, speed tests, surveys, email marketing, event updates, moderated comments, direct mail click-to-send • Unlimited Zones • Automated Address/Parcel Fetching • 50+ Attribute Address Enrichment for up to a limit of 125K addresses • Data Import • Comprehensive Product Bundle Builder • Task Management • CSR Order Management • Subscriber order re-engagement • Ability to upload BDC serviceability data, generate BDC shapes or BDC location lists, generate and export related reports, and control users authorized to view BDC data • 4-hr web training • Database usage up to 100GB **NOTE** - There will be an additional monthly recurring fee of $90.00 added for each increment of 10,000 addresses (or subset thereof) above the address quantity listed above. **Optional usage-based services** - optional services available on-demand; pricing provided during order & approval process within the subscription service • Electronic signature requests • Click-to-send postcards & letters • ArcGIS data sync services will be billed at $500 a month • REST-base API access at $500 a month • Secure payment processing at $100 a month

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<table>
<tr><td>TechShield</td><td>
<u>TechShield Subscription Services (A la carte)</u>
Affiliate agrees to offer to its subscribers the following subscription services available under the TechShield product line:
<table>
<tr><th>Product</th><th>Monthly Wholesale Rate Per Subscriber</th></tr>
<tr><td>TechShield</td><td>$2.80</td></tr>
<tr><td>TechShield Support</td><td>$6.00</td></tr>
</table>
The subscription services listed above are considered "opt-in" products and shall be billed monthly at the wholesale rate listed for each subscriber who signs up for the service.
Supported Remote Installation Service. Customers who receive a Supported Remote Installation of the SecureIT software component of TechShield shall be eligible for the virus removal guarantee program offered by NRTC MS. The Supported Remote Installation Service shall be charged at a rate of $14.95/occurrence, and requires a working, consumer Internet connection.
</td></tr>
<tr><td>TechShield Professional</td><td>
<u>TechShield Professional Services (A la carte)</u>
TechShield Professional Agreement. Affiliate shall receive the ability to provision TechShield Professional and TechShield Professional Support licenses. These services will be made available by NRTC MS for provisioning on the Activation Date and Affiliate shall be billed monthly at a rate determined by the table below.
Due to bundling of TechShield residential and CrowdFiber there will be no minimum fee.
TechShield Professional monthly wholesale rates per subscriber
<table>
<tr><th>Total Number of Licenses</th><th>Software Only</th><th>With Support</th></tr>
<tr><td>1-149</td><td>$5.44</td><td>$8.19</td></tr>
<tr><td>150-299</td><td>$5.41</td><td>$8.16</td></tr>
<tr><td>399-499</td><td>$5.35</td><td>$8.10</td></tr>
<tr><td>500-999</td><td>$5.29</td><td>$8.04</td></tr>
<tr><td>1000+</td><td>$5.23</td><td>$7.98</td></tr>
</table>
<u>Required TechShield Professional Supported Remote Installation Service</u>. All TechShield Professional entitlements provisioned under this Service Order must be coordinated with NRTC MS in order to schedule a TechShield Professional Supported Remote Installation to ensure all component products are properly installed on the end user equipment. There will be no additional charge for this service.
</td></tr>
</table>

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SECTION B. FEES

The following table summarizes the fees for the selected Services in this Service Order. Additional fee details and terms are shown below.

SERVICE FEE SUMMARY		
One Time Fees	**Unit Price**	**TOTAL**
Conversion & Implementation Service Fee	N/A	N/A

Monthly Recurring Fees	**Unit Price**	**TOTAL**
CrowdFiber Essentials- Unlimited Zones (billed at Flat Rate)	N/A	$833.00
TechShield (billed per User)	$2.80	TBD
TechShield Support (billed per User)	$6.00	TBD
Estimated Monthly Recurring Fees (Excluding other per user fees that are based on actual usage)		**$833.00**
Minimum Monthly Recurring Fees (Excluding other per user fees that are based on actual usage)		**$833.00**

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CONVERSION AND IMPLEMENTATION SERVICE FEE

NRTC MS will provide all of the necessary activities to implement the services listed in this Service Order. This will include all project management, documentation, implementation and testing of Services prior to activation.

ONE-TIME SERVICE FEES

Unless explicitly stated in Additional Details and Notes / Terms section, One-Time Fees will be due upon signing of this Service Order and do not include travel related expenses related to onsite implementation support or hardware procurement by NRTC MS done on behalf of Affiliate.

Fee Definitions

1. **Per Subscriber Pricing.** Services billed "Per Subscriber" are available for use in connection with the Number of Subscribers set forth on the first page of this Order, and accordingly are billed for such Number of Subscribers, regardless which individual Subscribers are using or enabled to use any or all of the associated Services. Additional fees will apply (based on the Bundle Fee Unit Price above) if the associated Services are available for use with more than the initial Number of Subscribers. "**Matched Subscribers**" are a count of customers that have been tied to specific Netflow records and may be less than or equal to an Affiliate's total Subscribers.
2. **Per User Pricing**. Services billed on a "Per User" basis are charged for only the individual Subscribers, accounts or households that are enabled to use the Service.
3. **Per Mailbox Pricing**. Services billed on a "Per Mailbox" basis are charged for all provisioned email boxes issued to the Affiliate and its end-user customers.
4. **Per Device Pricing.** Services billed on a "Per Device" basis are charged for the devices on which the Service is enabled or by which it is covered.
5. **Per IP Pricing.** Services bill on a "Per IP" basis are charged for the number of IP addresses on the network that are covered by the Service
6. **Per Domain Pricing.** Services billed on a "Per Domain" basis are charged for the website domains whose associated content is hosted on the Service based on actual usage at the end of a given month.
7. **Per Endpoint Pricing.** Services billed on a "Per Endpoint" basis are charged for the workstations and servers that are covered by the Service.
8. **Per Block Pricing.** Services billed on a "Per Block" basis are billed prospectively based on the block quantity at the discounted block rate noted in the Service Fee Summary above. If provisioned users exceed the block quantity the excess users will be billed at the Block rate.
9. **On-demand or Per incident**. Services billed as "On-demand or Per Incident" are one-time services billed as requested by an end-user customer. May be billed either directly to the end-user or to the Affiliate depending on initial Affiliate implementation for these Services.
10. **Per Network User**. Number of users who access the network
11. **Per Server.** Windows, MAC or Linux dedicated and VM (Virtual Machine) servers.
12. **Per Office 365 User**. Number of users with an active Office 365 license on the network.
13. **Per Label**. Will be billed based on month-end counts of Active and/or Archived labels maintained for the Affiliate.

FPUA ADDENDUM TO NEONOVA NETWORK SERVICES, LLC QUOTE 316822 FOR PURCHASE OF NETWORK MANAGED SERVICES POA # 22-93-007

THIS FPUA ADDENDUM TO NEONOVA NETWORK SERVICES, LLC QUOTE 316822 FOR PURCHASE OF NETWORK MANAGED SERVICES POA # 22-93-007 ("Addendum") is made and entered into as of the date last signed below ("Effective Date"), by and between the Fort Pierce Utilities Authority, hereinafter referred to as "FPUA," and NeoNova Network Services, a foreign limited liability company, with its principal address located at 2121 Cooperative Way, Suite 600, Herndon, VA 20171, hereinafter referred to as "Contractor."

WHEREAS, the FPUA desires to purchase and Contractor desires to provide demand aggregation tool and techshield managed services ("Services") as set forth in the NeoNova Network Services, LLC Quote 316822 ("Quote") to which this FPUA Addendum is appended and subject to the terms and conditions set forth in this FPUA Addendum; and

WHEREAS, the Addendum and the Quote are collectively referred to as "the Agreement."

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree to amend and supplement the Quote with the following terms and conditions:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Addendum.

2. **Supplemental Terms.**

2.1 In the event of a conflict between the terms of this Addendum and the Quote, the terms and conditions set forth in this Addendum will control, followed by the terms set forth in the Quote.

2.2. **Payment.** FPUA agrees to pay Contractor for the Services pursuant to the pricing set forth in the Quote. FPUA shall pay Contractor the invoice amount within 45 days of receipt of a full, complete invoice to the satisfaction of the FPUA. Invoices should be sent to AP@FPUA.com or may be mailed to FPUA Attn: Accounts Payable, PO Box 3191, Fort Pierce, Florida 34948-3191.

2.3. **Termination.**

2.3.1. Termination for Convenience. The FPUA has the right at any time upon 30 days written notice to Contractor to terminate this Agreement for any reason whatsoever. In the event of such termination, the FPUA will be responsible to Contractor only for the fees and compensation earned by Contractor prior to the effective date of said 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 Agreement. Contractor acknowledges that the 30 days' notice provision set forth in this Section is adequate additional consideration supporting this Termination for Convenience clause. Upon termination of the Agreement, Contractor shall refund any prepaid annual fee in a prorated amount covering the remainder of the term of the Agreement.

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

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

Keep and maintain public records required by FPUA to perform the service;

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;

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 Agreement term and following completion of the Agreement if the contractor does not transfer the records to FPUA; and

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 Agreement Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor maintains public records upon completion of the Agreement, 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.

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

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

2.5. Choice of Law and Venue. This Agreement 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.

2.6. Indemnification. Contractor shall indemnify and hold harmless FPUA and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or used by Contractor in the performance of this Contract.

2.7. 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 Agreement to the contrary, nothing in this Agreement 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 County 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 Addendum or Quote 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.

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

IN WITNESS WHEREOF this Agreement has been signed and sealed by the respective parties hereto.

FORT PIERCE UTILITIES AUTHORITY	**NEONOVA NETWORK SERVICES, LLC**
	Signed by: Jon Bartleson 6CCB99B2FD1C401...
Board Chair	Signature
	Jon Bartleson
Date	Printed Name
ATTEST:	President
	Title
	April 10, 2025
Board Secretary	Date

APPROVED AS TO LEGAL FORM:

FPUA General Counsel

AGENDA ITEM NO. D.8

Fort Pierce Utilities Authority Board

Board Submission Report

TO:	Javier Cisneros, P.E., Director of Utilities
THROUGH:	Daniel P. Retherford, P.E., Chief Operating Officer
FROM:	Steven Crites, Information Technology Services
DATE:	May 6, 2025
SUBJECT:	Electric SCADA, PRISM & Video Wall Maintenance Support Agreement Renewal
PRESENTER(S):	Steven Crites

RECOMMENDATION:
POA No. 17-50: Recommend approval for the Single Source Vendor Contract with Minsait ACS, of Sandy Springs, Georgia, in the amount of $191,156.00 for the Electric SCADA, Prism and Video Wall Maintenance Support Agreement. The Contract will commence on May 1, 2025 and end on April 30, 2028.

SUMMARY/SUPPORTING INFORMATION:
The Minsait ACS SCADA and PRISM hardware and software are used extensively within FPUA's electric system. The annual Support Agreement provides FPUA with support and version upgrades to SCADA and PRISM, as needed or as upgrades become available. Due to the ever-increasing automation of the electric system's equipment and processes, keeping the SCADA and PRISM hardware and software up-to-date is imperative and further bolsters the reliability and security of FPUA's electric system. Purchasing a three-year support and maintenance agreement will lock the prices in.

FINANCIAL IMPACT:
Budgeted.

ALTERNATIVES (IF ANY):
Continue utilizing the Minsait ACS SCADA and PRISM hardware and software at their current build and version release. This is not recommended due to the loss of cost effective support on product issues and upgrades which could result in the interruption of electrical service to FPUA's customers.

ATTACHMENTS:
Minsait Quote (with FPUA signature page).pdf

minsait ACS

An Indra company

Customer	Fort Pierce Utilities Authority
Customer No.	PR-2501-8565
Estimate No.	P020928
PRISM/RHELv	PRISM 12|RHELv 8
Support Services Term	May 1, 2025 - April 30, 2028

Support Plan Coverage	Included	Included	Included
Software Maintenance Coverage	●	●	●
Technical HelpDesk Support	●	●	●
Minsait ACS-Managed Hardware Coverage	●	●	●
Training - Access to online self-paced courses	●	●	●
Minsait ACS Customer Community Portal	●	●	●

Add-On Support Services	Included	Included	Included
24x7 Emergency HelpDesk Support	●	●	●
Security Patch Management - 8 Nodes Quarterly	●	●	●
3rd Party Hardware Coverage	●	●	●
Activu Silver Level Support	●	●	●
TOTAL	$ 61,845	$ 63,700	$ 65,611

Will a purchase order be issued (circle one)?

Yes **No**

PO #______________________________

****CC Payment Will incur a 5% Fee**

CC Payment? Yes No

Verify your physical address (for tax purposes; no PO Box)

1701 South 37th Street

Fort Pierce, FL 34947-4580

If this is incorrect, please note your physical address here:

____

____

To accept this quotation, please sign and date below.

SEE ATTACHED SIGNATURE PAGE

Print name **Signature** Date

Additional Terms and Conditions

Acceptance of this quote is governed by the Standard Software Support Services Terms and Conditions. Customer will be invoiced after indicating acceptance of this quote. Payment terms are Net 30. The support fees are payable prior to delivery of services and goods by Licensee upon execution of this Agreement. Any additional service fees and charges will be billed by Minsait ACS to Licensee by invoice, upon delivery of service.

Thank you for your business!

minsait ACS

An Indra company

SCADA Software Coverage

(3) PRISM Master Redundant System License

(2) DNPnet Network Comm protocol - redundant node license

(1) Residential Load Management

(6) PRISM System Restore Standard

(8) Red Hat Enterprise RHEL 8

ePRISM ThiLinc 5-Users

(1) MultiSpeak - Non-redundant

(1) PRISM Enterprise Historian

(1) PRISM Reporter Standard - (JReport)

minsait ACS

An Indra company

SCADA Hardware Coverage

Quantity	ACS Product Description	Serial Number
1	PRISM VPN Router	
1	Equinox	
Host Name	**HP Product Description**	**Serial Number**
	HPE DL380 Gen10 Server	2M223902L3
	HPE DL380 Gen10 Server	2M2236052S
	HP Z6 G4 1000W Workstation	MXL3033TC6
	HP Z6 G4 1000W Workstation	MXL3033TBK

FORT PIERCE UTILITIES AUTHORITY

____

Board Chair

____

Date

ATTEST:

____

Board Secretary

APPROVED AS TO LEGAL FORM:

____

FPUA General Counsel

AGENDA ITEM NO. E.1

Fort Pierce Utilities Authority Board

Board Submission Report

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

THROUGH: Keith Stephens, Director of Gas & Electric Systems

FROM: Eric Meyer, Electric & Gas Engineering

DATE: May 6, 2025

SUBJECT: GRIP GRANT-SOPO TASK 4.0-SUBSTATION RING BUS CONFIGURATION

PRESENTER(S): Eric Meyer

RECOMMENDATION:

POA 25-05: Recommend approval of A) an increase to the capital budget of $20,000 in grant funding and B) the sole-source purchase of twenty-five (25) Ring Bus Relays, with Schweitzer Engineering Laboratories Inc., of Pullman, Washington, in an amount not to exceed $214,480.18. This is a one-time purchase for the Grid Resilience and Innovation Partnerships (GRIP) grant.

SUMMARY/SUPPORTING INFORMATION:

Grid Resilience and Innovation Partnerships (GRIP) is the US Department of Energy's (DOE) effort through their Grid Deployment Office (GDO) to enhance grid flexibility and improve the resilience of the power system against extreme weather threats. The program aims to prevent outages, deploy technologies to enhance grid flexibility and demonstrate innovation. The GDO advertised for GRIP grant applications in November 2022. FPUA submitted an application for the grant on April 6, 2023 and received notice of application acceptance on October 17, 2023. After working through conditional items, the grant was approved by the FPUA board for acceptance on October 1, 2024. The grant application includes projects to upgrade autotransformers, replace distribution power transformers, upgrade substation protection systems and enhance distribution line protection. This purchase is for the ring bus relays for the Totten 69kv bus. Ring bus relays are designed to protect the 69kv bus from internal and external damage caused by electrical faults, lightning or overloads. Without them, the bus can fail prematurely as its expected life will be shorter; ring bus relays are vital and necessary components to protect electric substation devices, such as transformers and breakers. FPUA has standardized on the Schweitzer relays as they are world-renowned for their reliability and warranty on the relays they manufacture. By utilizing these relays, FPUA will continue to use consistent schemes across the grid to protect this new substation expansion. These various relays are already used for similar protection in the other substations in the FPUA electric territory. FPUA has not had any issues with these relays since their initial installation on the electric grid. This purchase has been identified as being fully reimbursable in the GRIP grant by the DOE; there are no match funds being used.

ALTERNATIVES (IF ANY):

Do not approve purchase. This is not recommended since the cost has been identified as being fully reimbursable by DOE.

AGENDA ITEM NO. E.2

Fort Pierce Utilities Authority Board

Board Submission Report

TO:	Javier Cisneros, P.E., Director of Utilities
THROUGH:	Keith Stephens, Director of Gas & Electric Systems
FROM:	Eric Meyer, Electric & Gas Engineering
DATE:	May 6, 2025
SUBJECT:	Amendment No. 3 to Substation Transformer Replacements - Services, Equipment, and Parts
PRESENTER(S):	Eric Meyer

RECOMMENDATION:

POA No. 19-11A: Recommend approval of Amendment No. 3 to the Substation Transformer Replacements - Services & Equipment and Parts Contract with Hitachi Energy USA, Inc., of Raleigh, North Carolina, to 1) replace four (4) transformers and increase the not-to-exceed amount on the Substation Transformer Replacements to $3,790,740, 2) increase the not-to-exceed amount on the Substation Transformer Services to $424,400, 3) extend the contract term through December 31, 2027, contingent on receiving the required Certificate(s) of Insurance.

SUMMARY/SUPPORTING INFORMATION:

On November 5, 2019, the Board approved the Contract with ABB Enterprise Software Inc. to supply FPUA with six substation power transformers over a six year period. FPUA has installed two (2) of the six (6) transformers since. The project was placed on an indefinite hold after the second transformer was installed due to market volatility and instability beginning during the COVID-19 pandemic; the last transformer was procured in 2021. Additionally, ABB Enterprise Software Inc. changed their name to Hitachi Energy USA, Inc. during this period.

Since this last installation, FPUA has applied for and was awarded a Grid Resilience and Innovation Partnerships (GRIP) grant. GRIP is the US Department of Energy's (DOE) effort through their Grid Deployment Office (GDO) to enhance grid flexibility and improve the resilience of the power system against extreme weather threats. The program aims to prevent outages, deploy technologies to enhance grid flexibility and demonstrate innovation. The GDO advertised for GRIP grant applications in November 2022. FPUA submitted an application for the grant on April 6th, 2023 and received notice of application acceptance on October 17th, 2023. After working through conditional items, the grant was approved by the FPUA board for acceptance on October 1st, 2024. The grant application includes projects to upgrade autotransformers, replace distribution power transformers, upgrade substation protection systems and enhance distribution line protection.

This purchase is for the replacement of distribution power transformers. This contract with Hitachi Energy USA, Inc. will order the remaining four (4) power transformers under the grant, and will close out the contract. As part of the GRIP Grant award conditions, FPUA must match $2,580,000 of this purchase. The match is proposed to be remitted for upon delivery of the four (4) transformer units, scheduled for fiscal year 2027.

ALTERNATIVES (IF ANY):

Do not approve purchase. This is not recommended since the additional cost is covered under the GRIP grant and FPUA's majority match is intended for this purchase.

ATTACHMENTS:

19-11A Hitachi Energy Contract Amendment No 3.pdf

AMENDMENT 3
TO THE CONTRACT FOR
SUBSTATION TRANSFORMER REPLACEMENTS - SERVICES
POA NO. 19-11A

THIS THIRD AMENDMENT ("Third Amendment") is made and entered into between the Fort Pierce Utilities Authority ("FPUA") and Hitachi Energy USA Inc. a foreign corporation authorized to do business in the State of Florida, whose address is 901 Main Campus Drive, Raleigh, NC 27606 formerly known as ABB Enterprise Software, Inc. ("Contractor").

WHEREAS, the parties entered into a contract for Substation Transformer Replacements, Equipment, and Parts Services at FPUA facilities, effective November 5, 2019, amended by that First Amendment dated March 16, 2021 amended by that Second Amendment dated August 17, 2021 (collectively, the "Contract");

WHEREAS, the parties desire to further amend the Contract to increase the Contract amount and extend the Contract term; and

WHEREAS, ABB Enterprise Software, Inc. has changed its name to Hitachi Energy USA Inc. as reflected in Sunbiz via that Amendment to Application for Authorization to Transact Business in Florida filed on November 1, 2021 and this Amendment serves to update the notification provisions of the Contract to reflect the same,

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Section 5 of the Contract is deleted in its entirety and replaced with the following:

Section 5

The FPUA shall pay the Contractor for Goods and Services rendered hereunder and completed in accordance with the Contractor's Pricing Schedule, attached hereto as Attachment E, in a total amount not to exceed four million two hundred fifteen thousand one hundred forty dollars and no cents ($4,215,140.00). Of this amount $3,790,740.00 is allocated for substation transformer replacements, including equipment and parts, and $424,400.00 is designated for offloading, assembly and electrical testing of substation transformers.

2. Section 9 of the Contract is deleted in its entirety and replaced with the following:

Section 9
This Contract commenced upon the effective date and terminates on December 31, 2027. This Contract will remain in effect in the event of a natural disaster.

3. Section 13 is amended to add a Notice provision.

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:	**With Copy to:**
Fort Pierce Utilities Authority Attn: Grisel Cortes 206 S. 6th Street Fort Pierce, FL 34950	Fort Pierce Utilities Authority Attn: General Counsel 206 S. 6th Street Fort Pierce, FL 34950
If to Contractor: Hitachi Energy USA Inc. Main Campus Drive Raleigh, NC 27606	**With Copy to:** C T Corporation System 1200 South Pine Island Road Plantation, FL 33324

4. This Third Amendment is effective as of the date last signed below. Except as amended hereby, the terms and conditions of the Contract remain in full force and effect. Any conflict between the provisions of this Third Amendment and the Contract shall be resolved in favor of the provisions of this Third Amendment.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the date set forth below.

FORT PIERCE UTILITIES AUTHORITY	**HITACHI ENERGY USA INC.**
______________________________	Signed by: CHRISTOPHER WOODARD BB03F8980AF540C...
Board Chair	Signature
______________________________	CHRISTOPHER WOODARD
Date	Printed Name
	Proposal Manager
ATTEST:	Title
______________________________	28 April 2025 | 18:00 CEST
Board Secretary	Date
	DocuSigned by: Shane Smith 1DCFFB724B9342B...
APPROVED AS TO LEGAL FORM:	
______________________________	Shane Smith
FPUA General Counsel	CS Marketing Manager
	28 April 2025 | 18:14 CEST

HITACHI

Quote Letter and Proposal

SECURITY LEVEL	DOCUMENT ID	REV	PAGE
Internal			1/13

Hitachi Energy

HITACHI

Table of Contents

Revisions

Revision	Page	Description	Revision Date
0		Original Release	02/19/2025
1	3	Bid Validity Date Updated	04/02/2025
2	3&10	Updated Lead-time; 27-28 months	04/23/2025

HITACHI

QUOTATION NO: QT-25-01019555

Fort Pierce 15MVA

Crystal Springs, MS, USA

This proposal letter will serve to respond to Fort Pierce Utilities Authority's recent request to procure QUANTITY (4) transformer(s) for delivery to Ft. Pierce, FL.

In this new offer, Hitachi Energy is providing this proposal for the supply of one transformer with the addition of optional components such as; Coretec4, Coresense and Coresense M10 monitoring systems. Please also reference the attached information packets detailing both monitoring systems.

We thank you for this opportunity and remain at your disposal should you have any questions.

Proposal key elements:

- Optional components/services such as; Coretec4, Coresense monitoring system and Coresense M10 monitoring system.
- Pricing and Terms and Conditions based on Hitachi Energy Standard Terms and Conditions.
- Delivery: ***27-28 months*** AAO (After Acceptance of Order)
- Prices are subject to adjustment and quote shall be valid for a maximum of 30 days starting on: 3/19/2025.
- The negotiation QT-25-01019555 in its entirety must be listed within the Purchase Order. PO must list the Hitachi Energy's T&C's unless negotiated otherwise and prior to initial PO issue.
- PO must be made to Hitachi Energy USA Inc.

Customer	Project	Date	Quote No.
Ft. Pierce Utilities Authority	**Ft Pierce BABA Txf Project**	02/19/2025	QT-25-01019555

1 Scope of Supply and Pricing

ITEM	QTY	Product Description	Price (Net Each)	Extended Price
2	4	**Substation Transformer – Mineral Oil Filled 15/20/25//28 MVA** 3 Phase 60 Hertz, 55/65 Degree C Rise, ONAN/ONAF/ONAF 7.5 % Impedance with +/- ANSI Standard Tolerance **HV**: 69 kV Delta, 350 kV BIL **HV Taps**: +2/-2 @ 2.5% **LV:** 13.2 kV Wye, 110 kV BIL **LV Taps**: None	$ 927,885 USD	$ 3,711,540 USD
2A	4	**Shipment Budgetary – Freight will be billed at cost + 20%: DAP**; Delivery at place, Location: Not Offloaded	$ 19,800 USD Estimated	$ 79,200 USD Estimated
		TRES Service offering: see attach quote		
3	4	**Offload of New Transformer**	$ 33,900 USD	$ 135,600 USD
4	4	**Assembly and electrical testing of New Transformer**	$ 72,200 USD	$ 288,800 USD
OPT	1	**Digital Power Transformer** **Reliability Boost (Basic) Package** The **TXpert™** ecosystem is an open, scalable, manufacturer-agnostic ecosystem for the digitalization of transformers, designed to drive data-driven intelligence and decision making in the operations and maintenance of transformers. Features: **CoreTec™ 4** electronic monitoring hub Electronic Top Oil & Ambient Temperature Monitoring (PT100) Transformer Loading & Analysis (Current Clamp) Thermal Modeling & Aging Calculations	ADD $18,000.00 USD per unit	
OPT	1	**Digital Power Transformer** **Reliability Boost (Silver) Package** Includes Reliability Boost (Basic) Package features plus: **CoreSense™** basic (hydrogen & moisture) dissolved gas analyzer eSDB, Electronic Self-Dehydrating Breather (Units w/ LTC)	ADD $29,000.00 USD per unit	
OPT	1	**Digital Power Transformer** **Productivity Boost (Gold) Package**	ADD $65,000.00 USD per unit	

		Includes Reliability Boost (Basic) Package features plus: Electronic oil level indicator (eOLI) **CoreSense^{TM} M10** (multi-gas dissolved gas & hydrogen analyzer) eSDB, Electronic Self-Dehydrating Breather (Units w/ LTC)		

QTY	Spare Parts List	Price (Net Each)	Extended Price
1	HV Bushing (138Z0800AA)	$ 4,650 USD	$ 4,650 USD
1	LV Bushing (025W2000BE)	$ 3,190 USD	$ 3,190 USD
1	X0 Bushing (025W2000BE)	$ 3,190 USD	$ 3,190 USD
1	Complete Spare Gasket Kit	$ 1,000 USD	$ 1,000 USD
1	Quart Touch Up Paint	$ 600 USD	$ 600 USD

Note 1: Shipment is contingent upon the date purchasing information is received and previous sales. Shipment date will be determined upon receipt of all purchasing information.

2 Conditions of Sale

Prices

The total selling price for the offered equipment is expressed in USD. Prices are subject to adjustment based on the below formula three months prior to shipment. Hitachi Energy has not included any kind of sales or use taxes or duties imposed by state or local authorities. Any difference in the observed rate of the tax, between the date of this proposal and the shipment of the equipment from our factory, will be the responsibility of the purchaser.

Price Adjustment/Escalation Policy

The global pandemic has impacted the supply and demand of material, which is now showing a sharp rise in demand and prices of commodities. This situation is due to a sudden increase in manufacturing activity as many countries initiate major government stimuli to sustain economic recovery. The quoted prices shall be adjusted upward or downward based on the changes in the below formula and internal or external data by comparing the current indices values as of the month quoted to the new values three months prior to shipment.

$$P_{adjusted} = P_{base} \times \left(\left(\frac{ES_{Current}}{ES_{Base}} \times \%\right) + \left(\frac{CU_{Current}}{CU_{Base}} \times \%\right) + \left(\frac{CS_{Current}}{CS_{Base}} \times \%\right) + \left(\frac{OP_{Current}}{OP_{Base}} \times \%\right) + \left(\frac{GE_{Current}}{GE_{Base}} \times \%\right) + \left(\frac{LP_{Current}}{LP_{Base}} \times \%\right)\right)$$

Each design will have slightly different weightings of core steel (ES), copper conductor (CU), carbon steel (CS), general electrical (GE), and oil (OP) determined as the designs are completed after acceptance of an order.

Component	CRGO	Copper	Carbon Steel	Oil	General Electric	Labor
% Contribution material wise in SP	ES	CU	CS	Oil	GE	L
	9.00%	7.50%	2.50%	2.00%	21.00%	58.00%

Source of Index:

CRGO (ES)	Hitachi Energy Internal
Copper (CU)	LME – Commodity Index
Carbon Steel (CS)	BLS Series ID " WPU1015 " PPI Commodity data for Metals and metal products-Hot rolled steel sheet and strip, including tin mill products
Oil (OP)	Mineral Oil: Brent Crude – Commodity Index Ester / FR3 Oil: Hitachi Energy Internal
General Electric component (GE)	BLS Series ID " PCU335311335311P " PPI Industry Data for Electric power and specialty transformer mfg. primary products
Labor (LP)	BLS Series ID " CEU3133500008 " Average hourly earnings of production and nonsupervisory employees, total private, seasonally adjusted

Taxes and Other Cost

Prices do not include any contractual charges such as payment for guarantees, local taxes, VAT, duties and fees, etc.

Applicable Terms and Conditions of Sale

Terms and conditions of sale are based upon this proposal and Hitachi Energy General Terms and Conditions of sale herein. We stand open to negotiate any of the items contained therein to reach a mutually acceptable set of commercial terms and conditions applicable to this potential contract.

Force Majeure. Hitachi Energy. shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including, but not limited to, acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority, compliance with government regulations, insurrection or riot, epidemic, pandemic (including coronavirus (Covid 19)), embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production.

(i) **“Russia-Ukraine Situation”** means (1) the conflict between Russia and Ukraine which began on or around 24 February 2022 and/or (2) any other or further conflict which may arise out of or in connection with the same and/or (3) any economic and other sanctions imposed by, amongst others the United Nations, U.S., EU, UK, Japan Switzerland or any agency or authority against Russia, Russian entities and individuals, Russian goods, products, services, technology which may arise out of or in connection therewith, and/or (4) any economic and other sanctions imposed by, amongst others the United Nations, U.S., EU, UK, Japan Switzerland or any agency or authority thereof against any other country, entities and individuals, Russian goods, products, services, technology which may arise out of or in connection therewith;

(ii) **“Electronic Component Shortage”** means the continuing global shortage of microchips or apparatus or components which include microchips.

The Parties acknowledge that the Russia-Ukraine Situation and/or the Electronic Component Shortage is affecting or may have an adverse impact on Hitachi Energy’s ability to perform the offer including but not limited to price increases, transportation and logistics constraints, shortages and price increases in the procurement of products and commodities (e.g. cooper, aluminum, steel, oil and gas).

If the Russia-Ukraine Situation and/or the Electronic Component Shortage continue affecting, will or may have any adverse impact, whether direct or indirect, on [Hitachi Energy’s] ability to perform the offer in accordance with its terms and/or the Law, the Parties shall, if so requested in writing by Hitachi Energy, negotiate in good faith and agree without delay reasonable amendments to the terms and conditions of the offer, including, but not limited to, revisions of the Schedule and/or any increase in the Contract Price.

In the absence of such agreement, Hitachi Energy shall, if it suffers delay and/or incurs additional Costs due to any direct or indirect impact of the Russia-Ukraine Situation and/or the Electronic Component Shortage, in any case be entitled to an extension of the Time for Completion and compensation for any additional Costs.

Change in Laws. Hitachi Energy shall comply with all federal, state and local laws, rules, regulations, ordinances, statutes, orders, codes and practices ("Applicable Laws"). If there is a change in any of the Applicable Laws after a purchase order is issued, Hitachi Energy shall notify Customer, and the parties agree to meet in good faith to discuss such change. The price and time to perform the work, shall be increased or decreased, based on the change and consistent with the time and price to perform the original scope of work."

Liquidated Damages

Liquid damages are not accepted.

3 Terms of Payment

All prices are and based on the following progress payment terms unless specifically noted otherwise. Payments are due net-30 days after submittal of invoice unless noted otherwise.

Payment Milestone	Payment (% of Price)
At Drawing Submission	20 %
At Release to Manufacture(submittal of firm drawings)	30 %
After FAT	40 %
At Shipment/Freight Cost plus 20%	10 %

Service Payment Milestones	Payment (% of Price)
At Completion of Installation	100 %

Note: If payment is not made when due, for above payment term, Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1.5% per month or any part thereof.

4 Cancellation Schedule

The Purchaser may cancel the order upon written notice and upon payment to Hitachi Energy of reasonable and proper cancellation charges. These charges will be based on the following schedule:

Milestone	Cancellation % of Price
After order entry	20 %
After submittal of approval drawings	40 %
After receipt of copper and E-steel at the factory, prior to start of manufacture	80 %
After start of manufacture	100 %

Milestone - Services	
Services: After Scheduling	10 %
Services: After Mobilization	30 %
Services: After Assembly	100 %

Time period is from PO date or letter of Intent date to the date of receipt of written notification of cancellation. Cancellation at “No Charge” may be made only if Hitachi Energy refuses to meet the terms of this agreement or the technical requirements of the applicable customer specification, excluding noted exceptions herein.

5 Warranty

The Hitachi Energy Standard Warranty for the transformer shall apply for a period of sixty (60) months after energization or sixty-six (66) months from delivery whichever first occurs.

During the entire warranty period, written verification will be required to validate that:

- A factory approved insulating oil type has been maintained in the transformer.
- The purchaser has fully complied with the maintenance schedule and documentation.

The warranties and remedies set forth herein are conditioned upon the proper receipt, handling, storage and installation of the equipment supplied hereunder and upon the purchaser’s completion and return of the Receiving Inspection, Unloading and Storage, and Installation check lists supplied with the transformer. The warranties and remedies are further conditioned upon the equipment having been operated and maintained in accordance with Hitachi Energy’s recommendations and standard industry practice, and not having been subjected to accident, alteration, abuse, or misuse.

Hitachi Energy’s liability excludes all costs associated with:

- Removing the transformer or parts from service and loading to adjacent rail car or line-haul truck
- Line-haul transportation within the 48 contiguous states between the factory or repair facility and the nearest common carrier point.
- Unloading from the rail car or line haul truck adjacent to the installation site and reinstallation of the transformer parts.
- Removing adjacent equipment, structures, or firewalls.
- Removal, handling, storage, treating, or replacement of oil.
- Extra rigging, loading, unloading, and local transportation where rail car or line-haul truck cannot be placed adjacent to the installation site.
- Installation of spare transformers, incremental costs of supplying temporary service, etc.
- Special services, such as, but not limited to, special trains or trucks, premium transportation, lighterage, or construction or repair of the transportation facilities.

During the first twelve (12) months from delivery, the warranty shall cover the direct costs of:

- The Removing of the transformer or parts from service and loading to adjacent rail car or line-haul truck.
- Line-haul transportation within the 48 Contiguous states between the factory or repair facility and the nearest common carrier point.

– Unloading from the rail car or line haul truck adjacent to the installation site and reinstallation of the transformer or parts.

Hitachi Energy. will need free and clear access to the unit being repaired and the total Hitachi Energy's liability for the in and out costs is limited to 10 % of the price of the warranted equipment.

6 Approval Drawings

Drawings for approval can be supplied based on the following schedule. Dates are in weeks after receipt of complete order information.

Item	Deliverable	Lead Time (AAO)
1	Drawings CS daily	28-32 weeks

Hitachi Energy requires customer to approve and return drawings within 2 weeks of submittal. Return of these drawings after the 2-week period may result in schedule delays. Shipments and drawing dates are subject to prior sales.

7 Transportation and Delivery

Item	Incoterms 2010	Additional Shipping Terms	Shipment (AAO)
1	DAP	Delivery at Place, not off-loaded	27-28 months (Unit 1 & 2) 29-30 months (Unit 3 & 4)

Lead times are subject to change based on availability of production space and/or materials at time of order. Please contact your Hitachi Energy representative to confirm the lead time at order entry.

Shipment date is contingent upon the Seller's ability to obtain a valid shipping clearance at the time of shipment. At the time of award, the purchaser is advised to confirm transformer dimensions and weights prior to proceeding with civil work.

The transformers will be shipped by truck. Truck Shipment to destination is limited to sites that are accessible by original shipping vehicle. Seller assumes clear access to end destination, if obstructions are encountered it is the responsibility of the purchaser for their removal and or replacement. Seller shall not be responsible for any added costs or delivery delays caused by any state or local regulations that impede or restrict the ability of the original shipping vehicle to reach Buyer's destination.

All units will be shipped complete, insofar as shipping limitations permit. Parts removed for shipment must be field installed at purchaser's expense. Parts removed for shipping include, but not limited to:

- HV Bushings
- Arresters
- Radiators and Fans

Purchase Order must make reference to all pertinent documentation, including acknowledgment of this proposal and complete shipping address with site contact information.

8 Maintenance and Instruction Manuals

Hitachi Energy will supply hard bound copies of Maintenance and Instruction Manuals. These include certified test results, requested transformer pictures, and drawings.

9 Storage and Title

Delivery - If the scheduled delivery of Equipment is delayed by the Purchaser, Hitachi Energy. may move the Equipment to a storage facility for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered. Purchaser shall reimburse seller for all costs of storage and handling incurred by seller. Storage and handling fees will be invoiced for payment on a monthly basis, until the Purchaser is able to accept delivery of the Equipment. Storage fees include monthly inspections and preventive maintenance.

Scheduled Milestone	Percent of the Contract Price
Upon Delivery to the storage facility	100% net 30 days

Storage Fees	Timing (Months)
Crane Fee	$13,000
0.5% of the unit contract price per week per transformer	Month 1
1% of the unit contract price per week per transformer	Month 2
1.5% of the unit contract price per week per transformer	Month 3
2% of the unit contract price per week per transformer	Months 4-6

Note: Any unit that is stored past the 15th of December will be subject to an additional 1.7% of the unit contract price which will be invoiced on January 1st of the following year.

** Units cannot be stored for more than 6 Months **

10 Additional Technical Information

Manufacturing

The proposed transformer shall be manufactured in Crystal Springs, MS. This facility is ISO 9001; ISO 14001 and OSHAS 18001 certified. All transformers are built and tested in accordance with applicable industry standards insofar as the purchaser's specification will permit. These standards, prepared by the American National Standards Institute (ANSI), National Electrical Manufacturer's Association (NEMA), Institute of Electrical and Electronic Engineers (IEEE) offer the best guide to tested and accepted practice in the areas to which they apply. Exception is taken to local, state, and other codes.

Testing

Standard (routine) tests will be made on all transformers. All tests will be made in accordance with the latest revision of ANSI standard Test code C57.12.90, where applicable.

The heat run test will be provided at no cost for the first unit of a design. There will be an additional charge of $7,500 per transformer for any heat run tests required on thermally duplicate units.

Optional Tests may be made by Hitachi Energy. for internal purposes at no additional charge.

Conditions for Erection and Commissioning Services

Site services are offered at separate Hitachi Energy. service quotation document included with the bid package.

Technical Clarifications, Comments, and Exceptions

Hitachi Energy will be providing control cabinets painted ANSI 70 grey inside and out. The back panel and the swing panels will be white paint.

Hitachi Energy will be providing radiators from the approved following Vendors: Menk, Hi-Tech, & TTP.

Clarifications:
1) Electrical design will be same as CS00916.
2) Radiators and Nitrogen cabinet orientation to be interchanged. 3 radiators in segment 2, 2 radiators in segment 4 and Nitrogen cabinet in segment 3.
3) HV Bushing removed from shipping
4) Arresters removed from shipping
5) Radiators removed from shipping
6) Inertaire

11 Attachments

Ref #	Document Title
1	Hitachi Energy General Terms and Conditions of Sale
2	Technical Performance Specification
3	Hitachi Energy's Standard Warranty
4	Field Service Proposal/Field Rate Sheet
5	Preliminary Outline
6	Fill in Data

Thank you for considering Hitachi Energy. for your power transformer requirements. We welcome the opportunity to speak with you concerning our proposal or any other questions you may have.

Best regards,

Christopher Woodard
Tendering & Proposals Manager

Hitachi Energy USA Inc.
Mobile: +1 601-497-9732
Email: Christopher.Woodard@hitachienergy.com

AGENDA ITEM NO. E.3

Fort Pierce Utilities Authority Board

Board Submission Report

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

THROUGH: Michele Harris, Chief Financial Officer

FROM: Barbara Mika, Chief Financial Officer

DATE: May 6, 2025

SUBJECT: Resolution No. UA 2025-08 PNC Corporate Banking

PRESENTER(S): Michele Harris

RECOMMENDATION:

Adopt Corporate Banking Resolution No UA 2025-08 with PNC Bank to update signatories and authorize the new Chief Financial Officer banking permissions. Additionally, authorize the change in signatories for Trustco Bank of Stuart FL and South State Bank of Fort Pierce FL for CD accounts with those banking institutions.

SUMMARY/SUPPORTING INFORMATION:

On April 1, 2025, the Board approved the selection of Michele Harris as the new Chief Financial Officer. This and other management changes necessitate updates in banking relationships with PNC Bank, Trustco Bank, and SouthState Bank. PNC Bank is requesting a collective Banking resolution for all accounts, present and prospective. This will be realized through Resolution No. UA 2025-08.
FPUA currently has certificates of deposit with South State Bank and Trustco Bank. Each of these institutions require updated signature cards and the Board's authorization to implement those changes.

ALTERNATIVES (IF ANY):

There are no alternatives as all authorized signers on Fort Pierce Utilities Authority accounts must be current employees.

ATTACHMENTS:

Collective Banking Resolutions - Master Resolutions_UNSIGNED_04092025.pdf

Resolution No. UA 2025-08

COLLECTIVE BANKING RESOLUTIONS: Master Resolutions

PART A: General

1. **Client Information**:

   a. **Name of Client ("Client"):** FORT PIERCE UTILITIES AUTHORITY

   b. **Trade name(s) / DBA if applicable:**

   c. **Type of Organization[1]:** Client is a municipality organized under the laws of Florida ("Jurisdiction of Formation").

   d. **Client Taxpayer ID (United States) / CA Business Number (Canada):** 59-1547357

2. **Execution and Delivery by a Common Signer on behalf of Multiple Entities**: A "**Common Signer**" is a signer that is appointed and authorized (in the same capacity), by multiple entities that share Common Ownership, to either: (i) be authorized to legally bind that entity to the representations in the subject document; or (ii) record and maintain the legally binding books and records of the entity. For the ease of doing business, in the event multiple entities have appointed the same Common Signer, that Common Signer may take the following actions: (i) insert the name of the lead Client or the Client Group and "See the Attached List of Clients" in line 1(a) of this Part A; (ii) attach a list of Entities for which the signer is a Common Signer ("**Client List**"), and including on such list all of the information required to complete Part A (1) under this Master Resolution; (iii) execute any one or more of this Master Resolution, Supplemental Resolutions, Schedules, and Attachments (collectively the "**Collective Banking Resolutions**"), whereby it shall be deemed that the document(s) shall have been executed by the Common Signer on behalf of each entity, as if such entity was the only entity listed in Section 1 of Part A above, and the representations therein shall be binding on such entity. The Common Signer shall ensure that the Collective Banking Resolutions and any related documents that it executes on behalf of any such entity shall be recorded in the business records of such entity. Entities listed on the Client List may enter into relationships with the PNC Group directly through separate agreements, or under collective agreements with the PNC Group.

3. **Representation of Signer(s)**: The undersigned certifies, states, attests, and affirms that as to each entity listed as a Client:

   a. they are duly authorized and tasked by each entity to record and maintain the legally binding books and records of that entity, including but not limited to the contents of the Collective Banking Resolutions and can legally bind the entity to the same;

   b. that each statement herein has been made, ratified and adopted by each entity, for itself;

   c. the contents of this document are a true and correct statement of facts about each entity and each of the Resolutions below have been adopted by the governing body of each entity, in accordance with its own governing documents and applicable law; and

   d. The whole Collective Banking Resolutions, and each individual part thereof, are legally binding representations made by each entity listed as a Client to The PNC Financial Services Group, Inc, including all of its subsidiaries and affiliated entities (each being a "**PNC Entity**"), including but not limited to PNC Bank, National Association, and to PNC Bank Canada Branch[2], (collectively "**Bank**"), (all of the foregoing, collectively being referred to as the "**PNC Group**").

   e. the Collective Banking Resolutions may be electronically executed and delivered to PNC Group under the Client's governing documents and applicable law.

4. The definition of "**Common Ownership**" as used herein, with regard to any entities, shall mean the following: (i) an entity that, directly or indirectly, controls or owns fifty-one percent (51%) or more of the other entity; (ii) fifty-one percent (51%) or more of an entity is, directly or indirectly, controlled or owned by the other entity; or (iii) any entities where the same parties, directly or indirectly, control or own at least fifty-one percent (51%) of the voting interest in each entity.

PART B: RESOLUTIONS

The following Resolutions have been duly adopted, and entered upon the regular minute books of the Client, made in accordance with the governing documents of the Client, applicable and governing laws, and are now in full force and effect:

Municipal Utility

[1]**Choose only one of the following**: (i) Corporation; (ii) Partnership; (iii) Unincorporated Association; (iv) Limited Liability Company; (v) Manager Managed LLC; (vi) Member Managed LLC; (vii) Single Member LLC; (viii) Sole Proprietorship; (ix) Public Entity or Government. ***If the Client is a different entity type, please contact your PNC Entity Relationship Manager.***

[2]PNC Bank Canada Branch is a branch of PNC Bank, N.A.

1. **Purpose**: These Resolutions are to provide the PNC Group with clarity regarding what has been authorized by the Client regarding management of banking and financial activities the Client is undertaking with any member of the PNC Group, as set forth more particularly herein or in any schedule or attachment hereto, which may include banking, depository, treasury management, merchant services, obtaining extension of credit or loans, and investment activities (individually, a "**Financial Activity**" and collectively "**Financial Activities**").

2. **Integration of Supplemental Resolutions, Schedules and Attachments**. The Client authorizes the expansion, reduction, or modification of what is authorized for any particular Financial Activities by providing the PNC Group with supplemental resolution schedules (each being a "**Supplemental Resolution**"). Supplemental Resolutions may be executed subsequently to the Master Resolutions and will be incorporated into the Collective Banking Resolutions in accordance with this section. Additional documentation in the form of attachments or schedules may be provided to the PNC Group, which provide more explicit detail regarding the general statements and authorities regarding Financial Activities set forth in the Collective Banking Resolutions ("**Supplemental Documentation**"). Client acknowledges and understands that Supplemental Documentation must be in a form acceptable to the Bank. Supplemental Documentation and signed Supplemental Resolutions shall be binding upon the Client, considered a part of the Collective Banking Resolutions, and will be effective after a reasonable amount of time to act on the same has elapsed, subsequent to delivery and actual acceptance of the documentation by the applicable PNC Entity. It is understood and agreed that the PNC Group may refuse or reject any Supplemental Documentation or Supplemental Resolution that it is unable or unwilling to comply with, or that is in a form that is not acceptable to the PNC Group or any applicable PNC Entity.

3. **Sharing of Master Resolutions and Information**. The Collective Banking Resolutions, or any part thereof, and any related information or documentation provided by the Client to a PNC Entity may be shared with other members of the PNC Group for the purpose of furthering the relationship with the Client and the PNC Group.

4. **Execution and Delivery of Collective Banking Resolutions and Related Documents.** The Collective Banking Resolutions and any related agreements or documentation may, at the option of the PNC Group, be electronically executed and delivered, or manually executed and delivered on paper. Each of the undersigned or individuals designated herein are authorized to use electronic records and electronic signatures to execute and deliver the Collective Banking Resolutions and any related agreements or documentation. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, manually signed Collective Banking Resolutions and any related agreements or documentation that have been converted into electronic form (such as scanned into PDF format) for transmission, delivery and/or retention by the PNC Group (any such signature method being referred to herein as an "**Signature Method**").

In consideration of the PNC Group accepting documents with a Signature Method, to the extent legally permissible, the Client irrevocably indemnifies and holds the PNC Entities accepting documentation or instructions executed by Signature Method, and their respective agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from the reliance of that PNC Entity on the Signature Method or this Resolution regarding Signature Methods. For the avoidance of doubt, unless expressly stated otherwise, nothing in the Collective Banking Resolutions shall be construed or interpreted as a governmental or sovereign Client waiving sovereign immunity it may have, nor shall it be deemed to have waived or denied any remedy or defense available to it under the laws of its Jurisdiction of Formation.

5. **Requests Made by Telephone, E-mail, Automated Platform or Other Means.** Each PNC Entity is authorized, in its sole discretion, to take any action authorized hereunder, and to share information about the Client in the possession of the PNC Group, based upon any communication the PNC Entity has a commercially reasonable belief to be from an Authorized Individual, as defined below, or any other person reasonably believed to have been authorized to act by an Authorized Individual, including but not limited to communications made by telephone, facsimile, electronic mail, SWIFT message, secure on-line messenger, through any automated platform or electronic service provided by the PNC Group, including the Bank's PINACLE® system or Dealer Access System, in accordance with the applicable security procedures therefor, or via any other means of transmission or communication.

6. **Copies of Resolutions and Governing Documents**.

   a. A copy of the Collective Banking Resolutions shall be delivered to the PNC Entity being engaged by the Client and the PNC Entity shall be entitled to rely on the authority vested in the persons specified in the Collective Banking Resolutions, which shall remain in full force and effect until a copy of a subsequent resolution revoking or modifying the Collective Banking Resolutions has been filed with a member of the PNC Group and the applicable PNC Entity has had a reasonable time to act on it. The Collective Banking Resolutions supersede any prior resolution of Client provided to the PNC Entity addressing the same subject matter.

   b. Copies of any organizational or other documents, including but not limited to the articles or certificate of incorporation, the by-laws or regulations, the operating agreement, or other organizational documents of the Client, that the Client may deliver to a PNC Entity, shall be, true, complete and correct copies thereof with all amendments thereto as in effect on the date of such delivery, which any PNC Entity shall be entitled to rely on.

7. **Related Entities:** Now or in the future, an entity or entities that are under Common Ownership with the Client, but do not share a Common Signer with the Client (each being a "**Related Entity**" and collectively "**Related Entities**"), may appoint and empower the Client to manage their banking relationships and Financial Activities. To make such appointment, each Related Entity would execute and deliver to the PNC Group a specialized resolution joining and binding the Related Entity to the Collective Banking Resolutions ("**Joinder Resolution**"). Such appointment would permit individuals authorized to act on behalf of the Client to also act on behalf of the related entities and legally bind those related entities regarding Financial Activities. The relationship of the Related Entity(ies) with the PNC Group may be documented under agreements that are separate or joint with the Client. Before such appointment becomes binding, the Client must first accept the appointment and responsibility granted by the Related Entity under the Joinder Resolution by updating the Client list to include the Related Entities and clearly identify them as being added by Joinder Resolution. The Joinder Resolution(s) will become part of the Collective Banking Resolutions at such time as the Client updates the Client List to include the Related Entity(ies), which shall confirm the Client has accepted the appointment.

In consideration of the PNC Group accepting, in its discretion, the ability of the Client to act on behalf of a Related Entity, and accept Joinder Resolutions, if and when presented, and the related assertions that the Collective Banking Resolutions apply to the Related Entity(ies), the Client, to the extent legally permissible, irrevocably indemnifies, defends, and holds the PNC Group, PNC Entities, and their respective agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from (i) any claims or actions related to an assertion (or the reliance thereon by a PNC Entity) that the Client or a party authorized to act under the Collective Banking Resolutions was not authorized to act on behalf of, or legally bind, any Related Entity; and (ii) any representations made by the Client on behalf of any Related Entity. For the avoidance of doubt, unless expressly stated otherwise, nothing in the Collective Banking Resolutions shall be construed or interpreted as a governmental or sovereign Client waiving sovereign immunity it may have, nor shall it be deemed to have waived or denied any remedy or defense available to it under the laws of its Jurisdiction of Formation.

PART C: AUTHORIZATION OF INDIVIDUALS

1. **Incumbency and Grant of Authorizations and Powers:**
   a. **Primary Authorized Individual(s)**: The following individual(s) shall be authorized, without further approval of the Client, to: (i) undertake, modify and terminate any Financial Activity; (ii) execute, modify and terminate any Supplemental Resolutions; (iii) add and remove Related Entities participating in the Collective Banking Resolutions; (iv) accept, execute and/or deliver, any such agreements, instruments and documents as may be required to facilitate or restrict any Financial Activity and the relationship with the PNC Group. Any such Primary Authorized Individual shall be deemed an Authorized Individual able to execute any documentation for the entire relationship between the Client and the PNC Group. Any Primary Authorized Individuals shall also be deemed to be Authorized Individuals under any Supplemental Resolution regardless of whether they are listed on the Supplemental Resolution. The Primary Authorized Individual(s), their respective titles, and signature with the Client are as follows (The Client may at any time update, replace, or supplement the Primary Authorized Individuals or any Authorized Individuals by executing a Supplemental to Part C attachment that can be provided to the client).

	Printed Name	Printed Title	Signature
i)	Javier Cisneros	Director of Utilities	
ii)	Michele Harris	Chief Financial Officer	
iii)	Daniel Retherford	Chief Operating Officer	
iv)			
v)			
vi)			
vii)			
viii)			

b. Each Supplemental Resolution contains a list of individuals that hold the office, title or status with the Client listed next to their name (each of the foregoing along with each of the Primary Authorized Individuals being an "**Authorized Individual**"). **With regard to the subject matter of the particular Supplemental Resolution only**, each Authorized Individual shall have the following authorities and powers: (i) any powers and authority granted generally to Authorized Individuals in the Master Resolutions; (ii) the ability to delegate and revoke any authority they have to others; (iii) add, remove, or update any signers or approvers for transaction; (iv) add or remove Authorized Individuals within the same Supplemental Resolution; and (v) accept, execute and/or deliver, any such agreements, instruments and documents as may be required by a PNC Entity, in its sole discretion, in connection with any transactions, including but not limited to the furnishing of any services for which the Authorized Individual is empowered collectively under the Collective Banking Resolutions. **The execution of a Supplemental Resolution by the Secretary of the Client, a Primary Authorized Individual, or an Authorized Individual under the previous version of the same Supplemental Resolution shall be conclusive proof that the Client has authorized the activities and appointments set forth in that Supplemental Resolution. A Supplemental Resolution may be executed simultaneously with the Master Resolution or at any time after execution of the Master Resolution.** A PNC Entity may require further documentation regarding the foregoing actions, which the Client shall supply upon request.

2. **SPECIAL OR COMPLEX SIGNER REQUIREMENTS ARE INTERNAL REQUIREMENTS OF THE CLIENT AND NOT ENFORCEABLE AGAINST THE PNC GROUP: CLIENT ACKNOWLEDGES, REPRESENTS AND AFFIRMS IT IS SOLELY RESPONSIBLE FOR, AND IT UNDERSTANDS THE BANK CANNOT AND WILL NOT ENFORCE, NOR SHALL BANK BE LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY SPECIAL OR COMPLEX SIGNING INSTRUCTIONS OR REQUIREMENTS IMPOSED BY CLIENT IN ANY RESOLUTION ON PRIMARY AUTHORIZED INDIVIDUALS, INDIVIDUALS AUTHORIZED TO PERFORM ELECTRONIC TRANSACTIONS, AUTHORIZED SIGNERS, OR ANY OTHER INSTANCE, INCLUDING BUT NOT LIMITED TO INSTRUCTIONS REQUIRING DUAL SIGNING REQUIREMENTS OR MONETARY AMOUNT LIMITS ON THE SIGNING AUTHORITY OF AN INDIVIDUAL (WHICH AT ALL TIMES WILL ONLY BE CONSIDERED INTERNAL REQUIREMENTS OF THE CLIENT). IN ALL EVENTS ANY SINGLE PRIMARY AUTHORIZED INDIVIDUAL SHALL BE ABLE TO BIND THE CLIENT. NOTHING IN ANY SUPPLEMENTAL RESOLUTIONS OR SUPPLEMENTAL DOCUMENTATION SHALL OVERRIDE, REPEAL, REVOKE OR MODIFY THIS LIMITATION AND AT ALL TIMES THE PNC GROUP SHALL BE ENTITLED TO RELY ON THIS ACKNOWLEDGMENT AND REPRESENTATION.**

3. **Specimen Signatures:** A PNC Entity may at any time require specimen signatures of any Authorized Individual. Signature specimens may be supplied separately and after execution of the Master Resolutions and may be in any form acceptable to a PNC Entity, in its discretion, including but not limited to a Certificate of Incumbency. When a specimen signature is provided for an Authorized Individual (the name and title of the individual must also be clearly printed adjacent to or under the specimen signature), the Client authorizes any PNC Entity to attach those signatures to a PNC approved form on behalf of the Client and confirms the PNC Group may utilize the same as specimen signature for all purposes authorized by the Collective Banking Resolutions. **The Client acknowledges that a PNC Entity may determine, in its discretion, not to establish accounts or other services and may suspend some or all transactions until such time as that PNC Entity is in receipt of acceptable specimen signatures.** Upon Request by a PNC Entity, the Client shall promptly supply to the requesting PNC Entity specimen signatures of any Authorized Individual or person appointed under a Supplemental Resolution and authorizes the Bank to incorporate those specimens into a PNC approved form of the Collective Banking Resolutions. **If signature specimens are requested by a PNC Entity, that PNC Entity may suspend some or all activities until specimen signatures have been supplied.**

PART D: DEPOSITORY AND TREASURY MANAGEMENT SERVICES

1. **Authorization of Depository.** The Bank is designated a depository of the Client and is authorized to accept monies, wire and other electronic fund transfers, checks, drafts, notes, acceptances or other evidences of indebtedness for deposit, or for collection by the Bank and deposit upon receipt of payment therefore by the Bank, (including deposits and collections of payments in such foreign currencies as the Bank may accept from time to time), to the credit of the Client in such deposit account or accounts as the Client may have with the Bank (each an "**Account**"), without the endorsement of the Client appearing thereon, and Client promises to pay the Bank for any Items (defined below) that are returned for lack of endorsement. Authorized Individuals are authorized to open or close Accounts, and to instruct the Bank as to the disposition of funds in any Account to be closed, all by written instruction to the Bank, (electronically or otherwise), by any one such person. These resolutions and authorizations shall apply to all existing and future Accounts and may include Accounts denominated in one or more foreign currencies.

2. **Authorization to Open and Close Accounts, Obtain Treasury Management Services, and Delegate Authority.** In addition to any other authorities and powers granted in the Collective Banking Resolutions, each Primary Authorized Individual shall have the ability to: (i) open and close Accounts; (ii) obtain, change, modify or terminate treasury management services in the sole discretion of the Authorized Individual including, without limitation, services for the initiation or origination of transactions, transfers or withdrawals of funds from or to the Accounts, either in United States dollars or in such foreign currencies as Bank may make available from time to time; (iii) to designate, in writing, other persons who are authorized to obtain such treasury management services or to enter into such transactions or to give instructions to the Bank with respect to such services or transactions; and (v) take any other actions authorized by the Master Resolutions. The Authorized Individuals will execute and provide such documentation as the Bank may require in furtherance of these activities.

3. **Signing Checks, Instruments and Withdrawal Orders, Performing Electronic Transactions and Delegating Authority.** Any Any Primary Authorized Individual is authorized to sign, execute, deliver and negotiate checks, drafts, bills of exchange, acceptances and other instruments or withdrawal orders or drawn on the Accounts of the Client with the Bank ("**Items**") and to delegate such authority to other persons. Any person authorized to sign, execute, deliver or negotiate Items by and through authority directly granted under the Collective Banking Resolutions, or by and through delegation of authority by a Primary Authorized Individual, (each being an "**Authorized Signer**"), must first provide a signature acceptable to the PNC Group which shall first be affixed to and appear on the account signature card for Accounts. As confirmation of the authority of such persons, the account signature card shall be executed by a Primary Authorized Individual, or such other individual as may be acceptable to the PNC Group.

Any Primary Authorized Individual is authorized to perform electronic transactions related to Accounts and to delegate such authority to other persons. Client acknowledges it is solely responsible for establishing, overseeing and administering all entitlements and authorizations to perform electronic transactions.

ANY SPECIAL OR COMPLEX SIGNER REQUIREMENTS ARE NOT ENFORCEABLE WITH REGARD TO AUTHORIZED SIGNERS SIGNING, EXECUTING OR DELIVERING ITEMS.

4. **Authorization for Use of Facsimile Signature.** Use of facsimile signatures, including but not limited to facsimile signature made by computer, machine or other mechanical device, or rubber stamp is authorized for any signatures provided on account signature cards. The Bank is hereby requested, authorized and directed to honor any and all items bearing a facsimile signature of any person listed on a signature card given by Client to the Bank. The Client assumes full responsibility for all payments made by the Bank in good faith reliance upon such facsimile signature(s) and the Bank shall be entitled to pay and charge to the account of the Client any and all such Items, regardless of by whom or by what means such facsimile signature(s) thereon may have been affixed thereto. The Bank is authorized to make payments from Accounts, upon and according to such Items and other written instructions, whether given by manual or facsimile signature, in each case regardless of whether payment is requested to be made to the order of or for the benefit of, or whether payment is to be deposited to the individual credit of or tendered in payment of the obligation to the Bank of, the person making the withdrawal or transfer or any Authorized Individual.

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Note:
For **Partnerships**, all general partners must sign unless the partnership agreement outlines other signing authorities

For **Limited Liability Companies**, all members must sign unless the operating agreement identifies one or more managers, in which case the managers must sign.

For **Corporations, Unincorporated Associations and Other Organizations**: The Secretary, must sign as attesting officer.

If the Secretary, as the attesting officer, is also granted authorization to act in Part C, then one other authorized representative must sign below.

☐ **By checking this box, you are attesting that there is no Corporate Secretary.**

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have hereunto set their hands and seals this

_______________________________________ (Date).

(If field is left blank, the time stamp that is associated with the E-Signature will be the date the document was executed.)

ATTESTATION:

Client Name: FORT PIERCE UTILITIES AUTHORITY

Signature	Signature
Barbara M. Bennett	Frank H. Fee, IV
Printed Name	Printed Name
Board Secretary	Board Chairman
Title	Title
	Approved as to Form and Correctness:
Signature	Signature
	Stefanie Beskovoyne
Printed Name	Printed Name
	FPUA General Counsel
Title	Title