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

FORT PIERCE UTILITIES AUTHORITY BOARD
REGULAR MEETING
AGENDA

TUESDAY
June 2, 2026 - 4:00 PM
Fort Pierce City Commission Chambers
100 North US Highway 1
Fort Pierce, FL 34950

MEETING TO ORDER

Opening Prayer by Carol Wilson, Human Resources.

Pledge of Allegiance

ROLL CALL AND DECLARATION OF A QUORUM

A. SET THE AGENDA

B. COMMENTS FROM THE PUBLIC:

C. APPROVAL OF MINUTES:

1. Approval of Meeting Minutes
   Approve Meeting Minutes of the Regular Meeting of May 19, 2026.

D. CONSENT AGENDA:

1. Excuse Secretary Barbara M. Bennett
   Excuse Dr. Bennett from the Tuesday, June 2, 2026 Board Meeting.
2. Make-Ready Work for Permit JB0002078426
   Approve Post Budgeted Project/Budget Request for the Make-Ready work for new third-party telecommunications attachments in the amount of $194,114.16.
3. Generators Maintenance, Inspections, Repairs & Parts
   POA No. 26-05: Staff recommends approval of the Service Agreement for Miscellaneous Generator Maintenance, Inspections, Repairs and Parts with Ring Power Corporation of St. Augustine, Florida, by piggybacking on State Contract No. 72101517-25-STC, in accordance with the Contractors pricing sheet. The term of the Service Agreement will be upon execution of the agreements and terminate on June 29, 2029.
4. West 1st Street Wastewater Expansion Phase 1
   Approve the Post-Budgeted Request in the amount of $170,000.00 for the West 1st Street Phase 1 Low-Pressure Sewer Expansion Project.
5. ESRI Advantage Program 2026
   POA 24-29: Staff recommends 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 $65,150, for technical advisory and service support. The term of this agreement shall be from May 6, 2026, to May 5, 2027.

6. Dept 54: 2026 Chevrolet Silverado 3500 4x4 Crew Cab w/ DRW & 9-ft Service Body
   POA 26-14: Staff recommends approval for the purchase of a 2026 Chevrolet Silverado 3500 4x4 Crew Cab with 9-ft Service Body from Stingray Chevrolet LLC, of Plant City, Florida by piggybacking on the State Florida FSA Cooperative Purchasing Program No. FSA25-VEL33.0, for an amount not to exceed $72,440.31.
7. Fire Sprinkler Inspections and Repairs
   POA 26-35-037 - Staff recommends approval of the Purchase Order for Fire Sprinkler System Inspection & Maintenance with Veteran Fire Services Inc of Fort Pierce Florida in the amount of $18,000 annually (for a total amount of $54,00 for contract term). The term of the Purchase Order Contract will be from June 16, 2026 thru June 15, 2029. The current Purchase Order term will be from June 16, 2026 thru June 15, 2027.
8. Amendment No. 2 to NERC & SERC Compliance Management Services SA 56-AE-24-03
   POA No. 20-10: Recommend approval of Amendment No. 2 to Specific Authorization No. SA-56-AE-24-03 with AESI-US, Inc. of New Albany, Indiana, for NERC & SERC Managed Compliance Services. This amendment will: (1) increase the not-to-exceed amount from $136,248 to $209,052; and (2) extend the agreement term from May 31, 2026 to May 31, 2027. The agreement will commence upon written Notice to Proceed and will remain in effect until May 31, 2027, or until final completion and written acceptance by FPUA, whichever occurs first, contingent upon receipt of the required Certificate(s) of Insurance.
9. Approval of Amendment to Work Plan for $28M DEP Grant for Wastewater Resilience and Adaptation - PHA
   Staff requests Board approval of Amendment No. 1 to FDEP Resilient Florida Grant Agreement #25SRP28. The amendment revises the Grant Work Plan and incorporates updated administrative and contractual services requirements established by the Florida Department of Environmental Protection. Approval of the amendment will support continued administration of the grant and reimbursement of eligible project costs associated with the City of Fort Pierce Wastewater Resilience and Adaptation – Phase II project.
10. SA DEW-26-66-01 Glenview Force Main Upsizing Design Services CIP 4.1
    Approve Specific Authorization DEW-26-66-01 with Dewberry Engineering Inc., of Fairfax, Virginia, in the estimated amount of $406,461.21, and Post Budget Project/Budget Request in the amount of $237,723.00 for FY 2026. The Specific Authorization shall commence upon written Notice to Proceed and will conclude upon final acceptance of the work by FPUA
11. FPUA Monthly Community Activities Calendar for June - July 2026
    For Information Only

E. REGULAR AGENDA:

1. FDOT Utility Work Agreement 438379-5-56-01 Kings Hwy South of Angle to Commercial Circle
   Approve the Utility Work by Highway Contractor Agreement with FDOT for SR 713 (Kings Highway) Improvements from South of Angle Road to North of Commercial Circle.
2. Status Report on Electric Power Cost Adjustment (PCA) for April 2026
   Staff is recommending no change to the Power Cost Adjustment (PCA). For information only.
3. Leesburg - FPUA Capacity Release Agreement
   Approve Assignment Agreement among Florida Gas Utility (FGU), FPUA and the City of Leesburg for a two-year period beginning July 1, 2026, until December 31, 2028, for the

assignment of 800 dth/day of gas capacity for the summer months (April to October).

F. DIRECTOR COMMENTS:

G. ATTORNEY COMMENTS:

H. BOARD MEMBER COMMENTS:

I. ADJOURN:

CONTRACTS FOR SIGNATURE ONLY

CONTRACTS FOR SIGNATURE
FOR CHAIR SIGNATURE ONLY

Pursuant to the authority granted via Resolution 2023-14, the Director of Utilities is authorized to enter into contracts related to Authorized Expenditures and cause the same to be signed by the Chair or Vice Chair and Secretary without further approval of the Board. If required by the Charter, each of these Contracts were advertised for two weeks and competitively procured. The General Counsel has reviewed each of these Contracts and find they meet the FPUA's policies and procedures.

The DOU is hereby authorized to executed all other instruments in writing related to the following items:

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

AGENDA ITEM NO. C.1

Fort Pierce Utilities Authority Board

Board Submission Report

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

FROM: Grisel Cortes, Director of Utilities

DATE: June 2, 2026

SUBJECT: Approval of Meeting Minutes

PRESENTER(S): Grisel Cortes

RECOMMENDATION:

Approve Meeting Minutes of the Regular Meeting of May 19, 2026.

ATTACHMENTS:

5-19-26 Minutes NEEDS SIGNATURE.pdf

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE UTILITIES AUTHORITY BOARD, TUESDAY, MAY 19, 2026, 2:00 PM, CITY COMMISSION CHAMBERS.

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

Excused Absence: Hank Fee

MEETING TO ORDER

Opening Prayer by Jason Mittler, FPUAnet Manager.

Pledge of Allegiance

ROLL CALL AND DECLARATION OF A QUORUM

A. **SET THE AGENDA**

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

B. **COMMENTS FROM THE PUBLIC:**

C. **APPROVAL OF MINUTES:**

1. Approval of Meeting Minutes
   Approve Meeting Minutes of the Regular Meeting of April 21, 2026.

A motion was made by Linda Hudson, seconded by Barbara Bennett, and unanimously carried to approve Meeting Minutes of the Regular Meeting of April 21, 2026.

D. **CONSENT AGENDA:**

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

1. Excuse Chair Frank H. Fee, IV
   Excuse Mr. Fee from the Tuesday, May 19, 2026 Board Meeting.

2. SA HCE-26-66-01 New Island Lift Station Phase 1 Design Services
   Approve Specific Authorization HCE-26-66-01 with Holtz Consulting Engineers Inc., of Jupiter, Florida, in the estimated amount of $313,729.00, and Post Budget Project/Budget Request in the amount of $238,729.00 for FY 2026. The Specific Authorization shall commence upon written Notice to Proceed and will conclude upon final acceptance of the work by FPUA.

3. Misc. Gate Repairs, Parts, & Replacements
   RFIQ 26-35-035: Staff recommends approval of the Purchase Order for Gate Maintenance Repairs with two vendors, Integrated Garage Door Services LLC of Stuart Florida in the

amount of $24,500 annually and A Great Fence of Port St. Lucie Florida in the amount of $24,500 annually. The terms of the Purchase Order for both vendors will be May 5, 2026 thru May 4, 2028.

4. ESC Building UPS 5-Year Maintenance
   POA No. 20-01: Staff recommends approve the Contract for the ESC Galaxy VS UPS Preventative Maintenance, with Graybar Electric Company, Inc. of Clayton, Missouri, in an amount of $87,371.25. The term of this contract is five years, beginning May 5, 2026, and ending January 31, 2029 for the purchase of the batteries only. The maintenance warranty will extend to March 19, 2031.

5. New WRRF Facilities Lawn & Ground Maintenance
   RFIQ 26-35-029: Staff recommends approval of Purchase Order Contract for Lawn and Ground Maintenance at the Water Reclamation and Refuse Facility with Mow 4 Less Lawn Care, LLC of Fort Pierce, Florida, in accordance with the contractors pricing sheet. The term of the Purchase Order Contract will be from May 19, 2026 thru January 20, 2030.

6. FDOT Roadway Illumination Agreement - State Road 5, From SF-5/US-1 Between Glenview Avenue to Lakefront Blvd
   Recommend approval of the Florida Department of Transportation (FDOT) Roadway Illumination Services Agreement for lighting necessary as per FDOT plans dated January 16, 2026, to install new lighting luminaires for the new midblock crosswalk on SR-5/US-1 between Glenview Avenue and Lakefront Boulevard in the amount of $7,000. Recommend approval of the Florida Department of Transportation (FDOT) Roadway Illumination Services Agreement contract as approved as to legal form by the General Counsel.

7. Sunrise Village PUD
   Approve Post Budgeted Project/Budget Request for the Sunrise Village PUD project in the amount of $184,500.22.

8. FPUA Monthly Communities Activities May and June
   2026 For Information Only

9. SA CES-26-66-01 Okeechobee Rd Force Main Design & Build Services (CIP 10A)
   POA 22-53: Staff recommends approve Specific Authorization CES-26-66-01 with CES Construction, LLC, of Pembroke Pines, Florida, for the Okeechobee Road Force Main project, in the estimated amount of $414,273.30, and Post Budget Project/Budget Request in the amount of $414,273.30 for FY 2026. The Specific Authorization shall commence upon written Notice to Proceed and will conclude upon final acceptance of the work by FPUA.

E. **REGULAR AGENDA:**

1. March 2026 Quarterly Financial Operating Results
   For information only.
   Presented by Michele Harris

2. Resolution No. UA 2026-12 Interlocal Agreement with St. Lucie Village for Potable Water
   Recommend adoption of UA Resolution No. 2026-12. The proposed Resolution authorizes the Fort Pierce Utilities Authority to enter into an Interlocal Agreement with the Town of St.

Lucie Village for the construction, funding, and reimbursement of a potable water main project. Under the Agreement, FPUA will advance costs associated with the engineering and construction of the water main, and St. Lucie Village will reimburse FPUA upon receipt of grant funding secured through the State of Florida.

Mrs. Cortes read into the records "RESOLUTION NO. UA 2026-12 A RESOLUTION BY THE FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, ENTERING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF ST. LUCIE VILLAGE AND FORT PIERCE UTILITIES AUTHORITY FOR THE FUNDING AND REIMBURSEMENT OF A POTABLE WATER MAIN; PROVIDING FOR SCRIVENER'S ERROR, REPEAL, SEVERABILITY, AND AN EFFECTIVE DATE."

A motion was made by Linda Hudson, seconded by Barbara Bennett, and unanimously carried to adopt Resolution No. UA 2026-12 Interlocal Agreement with St. Lucie Village for Potable Water.

3. Resolution No. UA 2026-13 Electric CIAC Policy

Approve Resolution 2026-xx, adopting a Contribution in Aid of Construction ("CIAC") Credit Policy based upon an expected rate of return in an amount not to exceed $50,000 for qualifying electric utility infrastructure projects.

Mrs. Cortes read into the record "RESOLUTION NO. UA 2026-13 A RESOLUTION BY THE FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA ADOPTING AND IMPLEMENTING THE CONTRIBUTION IN AID OF CONSTRUCTION ("CIAC") CREDIT POLICY FOR ELECTRIC UTILITY INFRASTRUCTURE FOR CERTAIN QUALIFYING PROJECTS; PROVIDING FOR SCRIVENER'S ERROR, REPEAL, SEVERABILITY, AND AN EFFECTIVE DATE. "

A motion was made by Barbara Bennett, seconded by Pearl Davis, and unanimously carried to adopt Resolution No. UA 2026-13 Electric CIAC Policy.

4. Resolution No. UA 2026-14 Electric Line Extension Agreement

Approve Resolution 2026-14 adopting a Line Extension Agreement Template and authorizing the Director of Utilities to execute Line Extension Agreements for certain projects.

Mrs. Cortes read into the record "RESOLUTION NO. UA 2026-14 A RESOLUTION BY THE FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA ADOPTING LINE EXTENSION AGREEMENT AND AUTHORIZING THE DIRECTOR OF UTILITIES TO ENTER INTO LINE EXTENSION AGREEMENTS PURSUANT TO THE AUTHORITY GRANTED BY THE BOARD; PROVIDING FOR SCRIVENER'S ERROR, REPEAL, SEVERABILITY, AND AN EFFECTIVE DATE. "

A motion was made by Barbara Bennett, seconded by Linda Hudson, and unanimously carried to adopt Resolution No. UA 2026-14 Electric Line Extension Agreement.

5. Resolution No. UA 2026-15 Rules & Regulations

Adopt Resolution No. UA 2026-15. A Resolution Amending The Rules and Regulations of Fort Pierce Utilities Authority For Section 1.3 Probationary Periods and 3.1 Promotions, Demotions, Transfers, and Reclassifications

Mrs. Cortes read into the record "RESOLUTION NO. UA 2026-15 A RESOLUTION BY THE FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, AMENDING CERTAIN SECTIONS AND RULES WITHIN THE FORT PIERCE UTILITIES AUTHORITY PERSONNEL RULES AND REGULATIONS; PROVIDING FOR SCRIVENER'S ERROR, SEVERABILITY, AND AN EFFECTIVE DATE."

A motion was made by Linda Hudson, seconded by Barbara Bennett, and unanimously carried to adopt Resolution No. UA 2026-15 Rules & Regulations.

F. **DIRECTOR COMMENTS:**

Mr. Cisneros provided an update on the upcoming Board meeting scheduled for June 2, 2026 at 4:00 pm at the City Chambers, and the Budget Workshop, scheduled for Tuesday, June 16, 2026, at 1:00 pm at the Energy Services Center.

G. **ATTORNEY COMMENTS:**

H. **BOARD MEMBER COMMENTS:**

I. **ADJOURN:**

Meeting adjourned at 2:57 pm.

CONTRACTS FOR SIGNATURE ONLY

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

ATTEST:

_____ _____

SECRETARY CHAIRMAN

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

AGENDA ITEM NO. D.1

Fort Pierce Utilities Authority Board

Board Submission Report

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

FROM: Grisel Cortes, Director of Utilities

DATE: June 2, 2026

SUBJECT: Excuse Secretary Barbara M. Bennett

PRESENTER(S): Grisel Cortes

RECOMMENDATION:

Excuse Dr. Bennett from the Tuesday, June 2, 2026 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: June 2, 2026

SUBJECT: Make-Ready Work for Permit JB0002078426

PRESENTER(S): Eric Meyer

RECOMMENDATION:
Approve Post Budgeted Project/Budget Request for the Make-Ready work for new third-party telecommunications attachments in the amount of $194,114.16.

SUMMARY/SUPPORTING INFORMATION:
This project entails upgrading the existing electrical distribution infrastructure to accommodate new telecommunications attachments on FPUA poles. The work is being performed at the request of a third-party attacher that holds an active agreement with FPUA for pole attachments. The work includes reinforcing and replacing select poles, as well as re-tensioning existing conductors to ensure compliance with overhead clearance requirements. The total estimated FPUA budget cost is $194,114.16 with the following cost responsibilities:

• CIA: $194,114.16

Of the total cost, $194,114.16 will be required in FY 2026. The funds are available in the New Construction - Residential funding account as CIA funded. FPUA will perform this work utilizing in-house line crews.

STRATEGIES: Modernization - Infrastructure Hardening

FINANCIAL IMPACT:
No financial impact is anticipated, as all costs associated with the infrastructure hardening will be fully borne by the attachment requester. The project will be funded by available CIA funds that are budgeted in the CIP.

ALTERNATIVES (IF ANY):

Do not approve. This is not recommended as the identified make-ready work is necessary to maintain required safety clearances and ensure compliance with the National Electrical Safety Code (NESC) for the proposed third-party telecommunications attachments.

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: Brian Prewitt, Facilities

DATE: June 2, 2026

SUBJECT: Generators Maintenance, Inspections, Repairs & Parts

PRESENTER(S): Brian Prewitt

RECOMMENDATION:
POA No. 26-05: Staff recommends approval of the Service Agreement for Miscellaneous Generator Maintenance, Inspections, Repairs and Parts with Ring Power Corporation of St. Augustine, Florida, by piggybacking on State Contract No. 72101517-25-STC, in accordance with the Contractors pricing sheet. The term of the Service Agreement will be upon execution of the agreements and terminate on June 29, 2029.

SUMMARY/SUPPORTING INFORMATION:
FPUA's stationery and portable generators are critical to utility operations and must be properly maintained to ensure reliable service to our customers. These assets play a vital role in storm recovery and restoration efforts. As many units are approaching or have entered the later stages of their life cycles, it is essential for FPUA to partner with a qualified service provider that has the resources and skilled personnel to perform proper maintenance and repairs. Maintaining the generators in optimal working condition will help extend their useful life and reduce the likelihood of costly repairs and premature replacements.

STRATEGIES: Workforce - Safety

FINANCIAL IMPACT:
Budget was approved for FY2026 in O&M.

ALTERNATIVES (IF ANY):
Maintain the generators in-house. This approach would require hiring a highly skilled technician with factory training across multiple manufacturers. The combined costs of salary, tools and equipment, and ongoing training would be significantly higher than engaging a qualified contractor. Additionally,

contractors would still be required to assist with major repairs and specialized work.

This alternative is not recommended. Failure to properly maintain and repair both stationery and portable generators would compromise FPUA's ability to provide reliable service to customers and could negatively impact overall continuity of operations.

ATTACHMENTS:

Service Agreement with Ring Power (ready for Board).pdf

AGREEMENT FOR
GENERATOR MAINTENANCE AND REPAIR SERVICES
POA # 26-05

THIS AGREEMENT ("Agreement") effective as of the date last signed below ("Effective Date"), is made between the Fort Pierce Utilities Authority, hereinafter referred to as "FPUA," and Ring Power Corporation, a Florida Corporation, with its principal address located at 500 World Commerce Parkway, St. Augustine, Florida, 32092, hereinafter referred to as "Contractor."

WHEREAS, Ring Power Corporation has entered into a certain Master Agreement dated June 30, 2025, by and between Department of Management Services, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Generator Maintenance and Repair Services ("Products and Services");

WHEREAS, said Master Agreement provides that any state, city, special district, local government, and other government agency or nonprofit organization may purchase said Products and Services at the prices indicated in the Master Agreement;

WHEREAS, the FPUA desires to purchase and Contractor desires to provide said Products and Services under the same terms and conditions as the Master Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, it is agreed as follows:

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

2. **Scope of Work.** Contractor is hereby contracted with to provide the goods and perform the services set forth in Contractor's Pricing sheet, attached hereto and incorporated herein as Exhibit A, and in accordance with the Master Agreement ("Project"). In the event of a conflict between the terms of the main body of this Agreement, Exhibit A, and the Master Agreement, the terms and conditions set forth in the main body of this Agreement will control, followed by the terms set forth in Exhibit A, followed by the terms set forth in the Master Agreement.

3. **Payment.** FPUA agrees to pay Contractor for the Project pursuant to the pricing schedule and terms set forth in Exhibit A and the Local Government Prompt Payment Act. 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.

4. **Term.** The term of this Agreement will commence on the Effective Date and terminate June 29, 2028, therefrom unless otherwise terminated or extended by the parties. This Agreement may be extended upon the mutual agreement of the parties.

5. **Termination.**

5.1. 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.

5.2. 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.

6. 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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certificates of Insurance must be completed as follows:

Additional Insured:
Fort Pierce Utilities Authority and its board members, officers, agents 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

8. **Independent Contractor.** Contractor acknowledges and understands that it is an independent contractor in its relationship to FPUA. Contractor and FPUA warrant and represent by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or undertaking between the FPUA and Contractor. Contractor is solely responsible for the conduct of all activities and services provided by Contractor as part of its business operations. While engaged in carrying out and complying with the terms of this Agreement, Contractor is an independent contractor and not an officer or employee of the FPUA. Contractor will not at any time or in any manner represent that it or any of its agents or employees are employees of the FPUA.

9. **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 Agreement.

10. **Anti-Human Trafficking Affidavit Compliance.** Contractor agrees to execute the Affidavit attached hereto as Exhibit "B" which affirms that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Contractor shall comply with all applicable laws prohibiting human trafficking and the use of forced, coerced, or involuntary labor in the performance of this Contract.

Contractor further represents that it has taken reasonable steps to ensure that its employees, subcontractors, and suppliers also comply with these prohibitions. Any violation of this provision

shall constitute a material breach of this Contract and may result in termination and any other remedies available to Fort Pierce Utilities Authority under law.

11. Public Records. 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:

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

11.2. 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;

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

11.4. Upon completion of the Agreement, transfer, at no cost to FPUA, all public records in possession of the company or keep and maintain public records required by FPUA to perform the service. If all public records are transferred to FPUA upon completion of the 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 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.

12. General Provisions.

12.1. No Assignment or Third-Party Rights. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written approval of FPUA. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.

12.2. Consequential Damages. Neither party shall be liable to the other for any incidental, consequential, exemplary, special, or punitive damages, including lost profits, that may arise in connection with this Agreement, regardless of the cause of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party was advised of the possibility of such damages in advance.

12.3. 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.

12.4. 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 Agreement 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.

12.5. Compliance with Applicable Law. This Agreement is governed by the laws of the State of Florida. Contractor covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the Project and in effect at the time of performance. Contractor covenants that it will conduct no activity or provide any goods or service that is unlawful or offensive.

12.6. 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.

12.7. Waiver. The failure of the FPUA to take any action with respect to any breach of any term, covenant, or condition contained herein, or any instance of default hereunder by Contractor, will not be deemed to be a waiver of any default or breach by the FPUA.

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

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

FORT PIERCE UTILITIES AUTHORITY	**RING POWER CORPORATION**
_____	_____
Chair	
_____	Alan Thomas
Date	Printed Name
ATTEST:	VP/Director of Government Sales
	Title
_____	04/30/2026
Secretary	Date

APPROVED AS TO LEGAL FORM:

_____
FPUA General Counsel

Exhibit "A"

Generator Maintenance and Repair Services No. 72101517-25-STC Price Sheet Region 5				
Respondent Name:	**Ring Power Corporation**			
Semi-Annual and Annual Preventative Maintenance Service				
Generator Sizes	**Initial Term**		**Renewal Term**	
	Semi-Annual Preventative Maintenance Service	**Annual Preventative Maintenance Service**	**Semi-Annual Preventative Maintenance Service**	**Annual Preventative Maintenance Service**
0 KW to 75 KW	$550.00	$2,132.00	$575.00	$2,335.00
76 KW to 125 KW	$550.00	$2,463.00	$575.00	$2,707.00
126 KW to 250 KW	$550.00	$4,371.00	$575.00	$4,791.00
251 KW to 500 KW	$550.00	$5,657.00	$575.00	$6,238.00
501 KW to 1000 KW	$550.00	$10,247.00	$575.00	$11,368.00
1001 KW+	$550.00	$12,431.00	$575.00	$13,823.00

Repair Services	Intial Term	Renewal Term
Non-Emergency Service Hourly Rates	$181.00	$196.00
Emergency Service Hourly Rates	$272.00	$294.00
% off of MSRP for Parts	5.0%	5.0%

Exhibit "B"

DECLARATION UNDER PENALTY OF PERJURY
787.06(13) AFFIDAVIT

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

I, Alan Thomas, an officer or authorized representative for Ring Power Corporation (entity name), declare that Ring Power Corporation (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

Alan Thomas
Name

VP/Director of Government Sales
Title

The foregoing Affidavit was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 30th day of April, 2026, by Alan Thomas, who is either (a) ____ personally known to me, or (b) ____ has produced _____ as identification.

NOTARY SEAL

SARAH LU GRIFFITH
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 445427
MY COMMISSION EXPIRES SEP. 29, 2027

Notary Signature

Sarah Lu Griffith
Printed Name of Notary

AGENDA ITEM NO. D.4

Fort Pierce Utilities Authority Board

Board Submission Report

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

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

FROM: Lugey Dawson, Water/Wastewater Engineering

DATE: June 2, 2026

SUBJECT: West 1st Street Wastewater Expansion Phase 1

PRESENTER(S): Lugey Dawson

RECOMMENDATION:
Approve the Post-Budgeted Request in the amount of $170,000.00 for the West 1st Street Phase 1 Low-Pressure Sewer Expansion Project.

SUMMARY/SUPPORTING INFORMATION:
As part of the Customer Base Expansion Program, the Water and Wastewater Engineering staff continues to identify neighborhoods that would benefit from the expansion of the sanitary sewer system through the installation of low-pressure sewer infrastructure. These projects provide residents currently served by septic systems the opportunity to connect to the municipal sewer system, improving service reliability and supporting long-term infrastructure improvements within the community.

In addition to expanding FPUA's customer base, increasing revenue, and creating future annexation opportunities for the City of Fort Pierce, these projects provide environmental benefits by reducing reliance on septic systems and supporting improved water quality throughout the area.

The proposed expansion area is located along West 1st Street which is west of Oleander Avenue and South of Midway Road. This initiative is intended to expand sewer service availability and enhance overall utility service for existing residents.

The estimated cost of the project, including staff time and permitting, is $170,000.00, with the necessary funding already allocated in the FY 2026 Water and Wastewater budget.

STRATEGIES: GROWTH - SERVICE AREA

FINANCIAL IMPACT:

Project not identified in the FY 26 – FY 30 Capital Improvement Plan. Project funded by Capital Improvement Charges budgeted under the Customer Base Expansion blanket project.

ALTERNATIVES (IF ANY):

Do not approve. This is not recommended as this project is in alignment with the strategic plan of FPUA to grow our customer base and has the potential to enhance the quality of life in our community.

AGENDA ITEM NO. D.5

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: June 2, 2026

SUBJECT: ESRI Advantage Program 2026

PRESENTER(S): Jason Drost

RECOMMENDATION:

POA 24-29: Staff recommends 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 $65,150, for technical advisory and service support. The term of this agreement shall be from May 6, 2026, to May 5, 2027.

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 2028. 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 continues to develop a phased roadmaps 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.

STRATEGIES: Modernization - Digital Systems

FINANCIAL IMPACT:

Funding in the amount of $65,150.00 is available within Department 46's O&M Budget for FY26 &

FY27 budget years.

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:

ESRI Quote Q-571862 (Ready for Board).pdf

Quotation # Q-571862

Date: April 8, 2026

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

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/8/2026 To: 7/7/2026

Customer # 212451 **Contract #**

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

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

Material	Qty	Term	Unit Price	Total
161877	1	Year 1	$65,150.00	$65,150.00

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:	$65,150.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$65,150.00

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:
Rosalind Hutton	rhutton@esri.com	(909) 793-2853

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, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and 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.

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

Advantage Program Agreement

Agreement No. _____

This Advantage Program Agreement ("**Agreement**") is between the entity shown below (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

This Agreement sets forth the terms under which Esri provides the Advantage Program to the Customer. This Agreement does not apply to Software, Online Services, Data, or Maintenance, or to development Professional Services. The terms of use for these Esri Offerings are set forth in the applicable signed master agreement or, if the Customer has no such agreement, the terms of Esri's Master Agreement found at https://www.esri.com/en-us/legal/terms/full-master-agreement.

This Agreement is the sole and entire agreement of the parties as to the subject matter of this Agreement and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. Neither party has relied on any statement, representation, or warranty not expressly stated in this Agreement. This Agreement comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments. Except for Product or Service descriptions, quantities, pricing, and delivery instructions, or as agreed in an Ordering Document signed by both parties, all terms included in any Ordering Document are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by both parties.

The parties may sign this Agreement in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Agreement is executed and effective as of the last date signed below.

The authorized representatives of each party accept and agree to the terms of this Agreement by signing below:

Fort Pierce Utilities Authority
(Customer)

Legal Address: _____

By: See Signature Below
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (Esri)

380 New York Street, Redlands, CA 92373-8100

By: No Signature Required Per Vendor
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Customer Contact Information

Contact: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

Fax: _____

Email: _____

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

a. Provides Services as set forth in this Agreement;
b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

   "Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [*Customer will insert the actual copyright date(s) from the source materials*.] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

1.4 Customer Content. Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

2.0 OWNERSHIP OF DELIVERABLES. Esri or its licensors own and retain ownership of Deliverables.

2.1 System and Data Access. Each Activity Description will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

3.0 ESRI MANAGED CLOUD SERVICES

3.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

3.2 Provision of Esri Managed Cloud Services.

a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.

c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Activity Description. Thereafter, Esri deduct Learning and Service Credits monthly for the Esri Managed Cloud Services to be provided the following month. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment.
d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

4.0 TRAINING

4.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
b. **"Esri Academy LMS Integration Subscription"** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the customer's Learning Management System.
c. **"Esri E-Learning Content (SCORM Format) License"** means an optional term-limited license that provides Esri customers with Esri's e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their Learning Management System.
d. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
e. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
f. **"Esri Training Representative"** means Customer's primary Esri liaison in organizing private Esri Training Events.
g. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
h. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.
i. **"Esri Mobile Router"** means a service in which Esri will deliver and setup a mobile router at the Customer's site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.
j. **"Learning Management System"** or **"LMS"** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of re-serving it to the Customer's internal employees.

4.2 Permitted and Prohibited Uses.

a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
b. Customer may reproduce copies of Training Materials for registered Students.
c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
e. Customer will retain ownership of any Customer-Supplied Training Data.

4.3 Esri's Responsibilities.

Esri will

a. Provide an instructor qualified to conduct Training;
b. Provide all necessary Training Materials for Student; and
c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

4.4 Customer's Responsibilities.

Customer will

a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;
d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
h. If the Esri Mobile Lab or Mobile Router is used, Customer will

    1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
    2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
    3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

4.5 Student Registration and Training Event Change Policy.

a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
b. A replacement Student must be from the same Customer organization as the Student being replaced.
c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

4.6 Compensation.

a. Esri will deduct Customer Learning and Service Credits upon completion of the Esri Training Event or on purchase of a Training Pass.

4.7 Availability and General Provision of Wireless Service

a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

4.8 Esri E-Learning in the Customer's Learning Management System

a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/scorm-terms-and-conditions.pdf
b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/lms-terms-and-conditions.pdf

5.0 ADVANTAGE PROGRAM

5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
b. **"Advantage Program"** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.
c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
d. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
e. **"Premium Support Services"** or **"PSS"** means a prioritized incident management and technical support program further described at https://support.esri.com/en/support/premium.
f. **"Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

5.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including

Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

5.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: _____
Address: _____
City, State, ZIP: _____
_____
Email: _____
Telephone: _____
Fax: _____

5.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

5.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

5.6 Activity Descriptions for Esri Managed Cloud Services. The Activity Description for Esri Managed Cloud Services orders must include the following:

a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all Esri Managed Cloud Services offerings include a Targeted System Availability.
c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example

of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.

d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

5.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and meal per diem will be determined in accordance with the full daily limits specified on the government Defense Travel website at Defense Travel website at https://www.defensetravel.dod.mil/site/perdiemCalc.cfm. Customer will use Learning and Services Credits for travel and per diem expenses.

5.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

5.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

5.10 Invoicing.

a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

5.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

a. Services will end as of the expiration or termination date stated; and
b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

ATTACHMENT A
GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

"Affiliate" means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"API" means application programming interface.

"ArcGIS Website" means www.arcgis.com and any related or successor websites.

"Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

"Beta" means any alpha, beta, or other prerelease version of a Product.

"Cloud Services" means Esri Managed Cloud Services.

"Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

"Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"Customer Content" means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

"Data" means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

"Deliverables" means anything that Esri delivers to Customer as a result of performance of Professional Services.

"Documentation" means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

"Esri Managed Cloud Services" means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

"Esri Offering(s)" means Training or Professional Services that Esri provides directly to Customer, including Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

"GIS" means geographic information system.

"Maintenance" means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

"Malicious Code" means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

“Online Services” means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

“Ordering Document(s)” means a sales quotation, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

“Perpetual License” means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

“Product(s)” means Software, Data, and Online Services.

“Professional Services” means any development or consulting services that Esri provides to Customer.

“Sample(s)” means sample code, sample applications, add-ons, or sample extensions of Products.

“Service(s)” means Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

“Software” means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

“Specification(s)” means (i) the scope of work set forth in any Activity Description, or (ii) Esri’s published course descriptions for Training.

“Subscription” means a license for use of an Esri Offering for a limited time period or a right to receive Services for a limited time period.

“Task Order(s)” means an Ordering Document for Services.

“Term License” means a license for use of an Esri Offering for a limited time period (“**Term**”).

“Third-Party Content” means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri’s website.

“Training” means (i) Product training or (ii) related training that Esri provides under this Agreement.

“Training Materials” means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

“Value-Added Application(s)” means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B
GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or Dynamic Link Libraries;
c. Distribute Authorization Codes to third parties;
d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
h. Unbundle or independently use individual or component parts of Esri Offerings;
i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. GPL) that require any part of the Esri Offering to be subject to additional terms, for example

    1. Disclosed in source code form to third parties;
    2. Licensed to third parties for the purpose of making derivative works; or
    3. Redistributable to third parties at no charge; or

l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE B.2—TERM AND TERMINATION

B.2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

B.2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

a. Stop accessing and using the terminated or expired Esri Offerings;
b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected, or will result in Customer's compliance with any applicable law. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost. Customer must use its independent judgment to determine whether (i) Esri Offerings are suitable for its Value-Added Applications and (ii) Value Added Applications are safe for use by end users and other third parties.

B.3.4 Disclaimers.

a. Internet Disclaimer. Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
b. Third-Party Websites; Third-Party Content. Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com, developers.arcgis.com, livingatlas.arcgis.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.
c. Artificial Intelligence (AI)/Machine Learning (ML) Disclaimer. As specified in the Documentation, certain Esri Offerings may integrate third-party AI/ML software libraries and third-party or Esri created pre-trained AI/ML models for various tasks including, but not limited to, object detection, image obfuscation, image classification, or text or speech recognition. Customer may use these capabilities

at its option and such AI/ML capabilities are delivered "as is" and without warranty of any kind. In certain cases, the Esri Offering may provide Customers the ability to configure their own custom AI/ML models to meet Customer's unique requirements, which except for the express warranties contained in this Agreement, shall be at Customer's own risk.

B.3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability.

(a) Neither Customer, Esri, nor any Esri authorized distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; or costs of procurement of substitute goods or services.
(b) Neither Customer, Esri nor any Esri authorized distributor or third-party licensor will be liable for any direct damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri during the twelve (12) month period prior to the date upon which the related claim arose.

B.4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement.

B.4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

B.4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE B.5—INDEMNIFICATIONS

B.5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Claim"** means any claim, action, or demand by a third party.
b. **"Indemnitees"** means Customer and its directors, officers, and employees.
c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
d. **"Loss(es)"** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

B.5.2 Infringement Indemnity.

a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a

5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, subscriptions, and Maintenance.

c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Claim, and (iv) reasonably cooperate in the defense of the Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

a. Comprehensive general liability or commercial general liability with a minimum coverage of $1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:

    1. Premises and operations;
    2. Blanket contractual liability;
    3. Broad form property damage;
    4. Independent contractors;
    5. Personal injury, with employee exclusion deleted; and
    6. Completed operations.

b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7—SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at https://trust.arcgis.com. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US

Department of State's International Traffic in Arms Regulations (ITAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries currently including Iran, North Korea, Cuba, Russia, Belarus, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR or (iii) is subject to the EAR where the cloud host is on the US government's Specially Designated Nationals List, Denied Entity List, Unverified List or Denied Parties List or any other US government restricted list. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32, and 120.33, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

B.7.4 Privacy. Esri publishes its privacy notices at Esri's Privacy Statement and Products and Services Privacy Supplement and will process personal data according to the terms of the Data Processing Addendum available at https://www.esri.com/en-us/privacy/privacy-gdpr.

ARTICLE B.8—CLOUD SERVICES

B.8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

a. Creates or transmits spam, spoofings, or phishing email or offensive, hate-related or defamatory material; or stalks or makes threats of physical harm;
b. Stores or transmits any Malicious Code;
c. Violates any law or regulation;
d. Infringes or misappropriates the rights of any third party;
e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's Product Security Officer; or
f. Benchmarks the availability, performance, or functionality of Cloud Services.

B.8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

B.8.3 Customer Content.

a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
d. When Customer's use of Cloud Services ends, Esri will either

    1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or

2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the authorized distributor's invoices in accordance with the authorized distributor's payment terms.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Reserved.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the authorized distributor may quote taxes or fees in accordance with its own policies.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's authorized distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

B.9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

B.9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Esri Offerings and Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Esri Offerings and Services. Esri's authorized distributors are not Affiliates of Esri.

B.9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected.

B.9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

B.9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be

English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

B.9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

B.9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

FORT PIERCE UTILITIES AUTHORITY

Board Chair

Date

ATTEST:

Board Secretary

APPROVED AS TO LEGAL FORM:

FPUA General Counsel

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: Dino Nesselrode, Electric Operations

DATE: June 2, 2026

SUBJECT: Dept 54: 2026 Chevrolet Silverado 3500 4x4 Crew Cab w/ DRW & 9-ft Service Body

PRESENTER(S): Dino Nesselrode

RECOMMENDATION:
POA 26-14: Staff recommends approval for the purchase of a 2026 Chevrolet Silverado 3500 4x4 Crew Cab with 9-ft Service Body from Stingray Chevrolet LLC, of Plant City, Florida by piggybacking on the State Florida FSA Cooperative Purchasing Program No. FSA25-VEL33.0, for an amount not to exceed $72,440.31.

SUMMARY/SUPPORTING INFORMATION:
The requested vehicle is intended to replace an inoperable one previously assigned to the Substation area that suffered a catastrophic engine failure. Vehicle 20_501 has been transferred to Fleet Maintenance and is scheduled for auction.

STRATEGIES: Workforce - Safety

FINANCIAL IMPACT:
Vehicle is funded by rates in FY 2026 Capital Budget.

ALTERNATIVES (IF ANY):
None. Not economically feasible to replace a motor for a 2012 vehicle.

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: Brian Prewitt, Facilities

DATE: June 2, 2026

SUBJECT: Fire Sprinkler Inspections and Repairs

PRESENTER(S): Brian Prewitt

RECOMMENDATION:

POA 26-35-037 - Staff recommends approval of the Purchase Order for Fire Sprinkler System Inspection & Maintenance with Veteran Fire Services Inc of Fort Pierce Florida in the amount of $18,000 annually (for a total amount of $54,00 for contract term). The term of the Purchase Order Contract will be from June 16, 2026 thru June 15, 2029. The current Purchase Order term will be from June 16, 2026 thru June 15, 2027.

SUMMARY/SUPPORTING INFORMATION:

For Inspections and Maintenance of FPUA Fire Sprinklers in various FPUA buildings. Maintaining the fire sprinklers will help extend their useful life and reduce the likelihood of costly repairs and premature replacements.

STRATEGIES: Workforce - Safety

FINANCIAL IMPACT:

Funding for FY 2026 is approved in the FY 2026 O&M Budget under Maintenance and Service Contracts. Future funding will be included in future O&M budgets.

ALTERNATIVES (IF ANY):

Alternative is to not select the vendor and direct staff to go back out to Bid to select another vendor.

AGENDA ITEM NO. D.8

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: June 2, 2026

SUBJECT: Amendment No. 2 to NERC & SERC Compliance Management Services SA 56-AE-24-03

PRESENTER(S): Eric Meyer

RECOMMENDATION:

POA No. 20-10: Recommend approval of Amendment No. 2 to Specific Authorization No. SA-56-AE-24-03 with AESI-US, Inc. of New Albany, Indiana, for NERC & SERC Managed Compliance Services. This amendment will: (1) increase the not-to-exceed amount from $136,248 to $209,052; and (2) extend the agreement term from May 31, 2026 to May 31, 2027. The agreement will commence upon written Notice to Proceed and will remain in effect until May 31, 2027, or until final completion and written acceptance by FPUA, whichever occurs first, contingent upon receipt of the required Certificate(s) of Insurance.

SUMMARY/SUPPORTING INFORMATION:

FPUA staff has engaged a third-party firm to support the management of FPUA's NERC Compliance Program, serving as a replacement for the Compliance Specialist position. Staff continues to view this approach as advantageous due to the firm's extensive experience supporting compliance efforts for other utilities, its involvement in NERC standards drafting committees, its established business relationship with FPUA through prior gap assessments and compliance support, and the significant value it brings in strengthening FPUA's overall NERC compliance program. This amendment extends the engagement for the third and final year of service. Upon its completion, FPUA staff will conduct an evaluation of the vendor to determine whether to continue utilizing its services in future years.

STRATEGIES: Organizational Development - Knowledge Continuity

FINANCIAL IMPACT:

Engaging this vendor enables staff to maintain continuity in NERC compliance processes while preserving institutional knowledge, as the vendor is already well-versed in FPUA's compliance program

and its specific requirements.

ALTERNATIVES (IF ANY):

Do not approve a third-party to manage NERC compliance and keep NERC Compliance Management with FPUA staff. Although possible, this approach will require FPUA staff to devote significant time to NERC activities, news bulletins and evidence retention. The third-party will be able to alert FPUA staff to issues and ensure at all times that FPUA is compliant with NERC standards. If drafting of documentation is required, the entity can provide assistance for completing compliance tasks with FPUA staff approval.

ATTACHMENTS:

AESI-US Inc - Amendment 2 to SA-56-AE-24-03 (ready for Board).pdf

AMENDMENT 2
TO SPECIFIC AUTHORIZATION NO. SA 56-AE-24-03
NERC & SERC MANAGED COMPLIANCE
POA NO. 20-10

THIS SECOND AMENDMENT ("Second Amendment") is made and entered into between the Fort Pierce Utilities Authority ("FPUA") and AESI-US, Inc ("Consultant"). FPUA and Consultant may be referred to individually as a "party" or collectively as "the parties."

WHEREAS, the parties previously entered into a Contract for Professional Engineering Services effective October 20, 2020 ("Contract");

WHEREAS, the parties entered into a Specific Authorization under the Contract for the design services for NERC & SERC Managed Compliance Services, effective April 16, 2024, subsequently amended by that First Amendment dated June 7, 2025 (as amended "Specific Authorization"); and

WHEREAS, the parties desire to amend the Specific Authorization to amend the scope of work and increase the amount of the total project cost.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and hereby incorporated as forming the purpose and intent of this Second Amendment.

2. **Amendments to Specific Authorization.**

   a. Section 1 is amended to delete "Exhibit 1" and add "Exhibit 2."
   b. Section 4 is amended to revise the total compensation from "not to exceed $136,248.00" to "$209,052.00."
   c. Section 6 is amended delete the expiration date of "May 31, 2026" and replace with "May 31, 2027".

3. **Effective Date**. This Second Amendment is effective as of the date last signed below. Except as amended hereby, the terms and conditions of Amendment No 1, the Contract and the Specific Authorization remain in full force and effect.

4. **Conflict**. Any conflict between the provisions of this Second Amendment, the First Amendment and the Contract, Specific Authorization shall be resolved in this Order: 1. Second Amendment 2. First Amendment; 3. Specific Authorization and 4. Contract.

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

FORT PIERCE UTILITIES AUTHORITY	**AESI-US, INC.**
	Stephen P. DiSalvo
Chair	
	Stephen DiSalvo
Date	Printed Name
ATTEST:	Vice President, Regulatory Compliance
	Title
	May 19, 2026
Secretary	Date

APPROVED AS TO LEGAL FORM:

FPUA General Counsel

Date: 2026-04-06

Eric Meyer, P.E.
Supervising Engineer
Fort Pierce Utilities Authority
206 South 6th Street
Fort Pierce, FL 34950

RE: NERC & SERC managed Compliance Services

Dear Eric,

Fort Pierce Utilities Authority (FPUA) has contacted AESI-US, Inc. (Acumen) regarding the performance of compliance support and management services of its NERC/SERC Compliance Program.

FPUA is currently registered with NERC as a Transmission Owner (TO) and Distribution Provider (DP) and is located within the SERC Reliability Corporation region of NERC. As such, there are numerous NERC standards and requirements that apply to FPUA to which FPUA must demonstrate compliance to. These standards and requirements are included in both the Operations & Planning (O&P) and Critical Infrastructure Protection (CIP) standards.

As a registered TO and DP, FPUA's primary focus is ensuring reliable day-to-day transmission and distribution system operations and customer satisfaction. This requires dedicated operations, engineering, and support staff. As the compliance obligations of the NERC standards have increased over the years, NERC compliance management has shifted beyond a part time responsibility for any registered entity, even those that are small to mid-sized.

In response to these evolving obligations, Acumen has developed and provided to numerous clients a range of NERC compliance support services. These range from "as needed" compliance support activities to taking on a more involved NERC compliance management role; the latter essentially serving in the same capacity as if our client had hired an internal NERC compliance manager.

In response to discussions with FPUA, Acumen would like to propose the performance of two NERC & SERC Managed Compliance Services. These include: (1) managing FPUA's NERC Compliance program, or (2) providing ad-hoc compliance services as required.

Any technical questions for this proposal should be directed to Mark Atkins by email at marka@aesi-inc.com, or by phone at 770-870-1630, ext. 277; commercial questions should be directed to Stephen DiSalvo by email at stephend@aesi-inc.com, or by phone at 770-870-1630, ext. 270.

1. Managed Services

Acumen will provide proactive regulatory support that enables FPUA to maintain a current awareness of the NERC standards and requirements and achieve and maintain a robust compliance posture to the applicable standards and requirements.

Acumen will assist, lead, administer, and monitor the implementation and execution of FPUA's NERC compliance program as necessary, respond to regulatory requests, and will manage events or incident response processes.

1.1 Methodology & Approach

Acumen will provide ongoing regulatory services to support the sustainability of FPUA's compliance obligation to all applicable NERC standards for both CIP and O&P. These services are categorized as follows:

- Active Compliance Status Tracking
- Regulator Interface & Representation
- Internal Compliance Program (ICP) Monitoring & Updates
- Compliance Mitigation Planning & Implementation
- Regulatory Standards Monitoring
- SERC Self-Certifications
- Periodic NERC O&P Activities
- Periodic NERC CIP Activities
- NERC Standards Compliance Training (Optional Recommendation)

These managed services are very flexible in their design and scope; as such, Acumen can tailor them to be limited or provide fully managed compliance services, depending on the needs of FPUA. Should FPUA choose to perform any of these activities on its own, Acumen can serve in a support role to review, comment, and provide guidance upon request.

1.1.1 Active Compliance Status Tracking

Acumen will work with FPUA to first establish a compliance "baseline", assessing FPUA's overall compliance posture with respect to each applicable standard and requirement.

Acumen recently conducted a gap assessment for FPUA that established a baseline for a limited number of NERC reliability standards. Acumen will conduct a gap assessment of all other applicable standards and requirements by preparing an initial Request for Information (RFI) to FPUA, requesting documents and information commonly utilized as compliance evidence for applicable in-scope standards and requirements.

Acumen will work with FPUA to aggregate the supplied data from the previously completed gap assessment and the new gap assessment into an initial compliance repository. This effort will provide Acumen a complete view of areas where FPUA appears to be maintaining compliance, areas that may not apply, and any areas where potential compliance gaps may exist. Further discussion and advisory to FPUA may be necessary so that the proper actions are identified to return to compliance.

There are two key tools developed for this activity: the **NERC Compliance Dashboard and the Audit-Ready Compliance Repository**.

NERC Compliance Dashboard

To facilitate dynamic compliance tracking and continual compliance status monitoring, Acumen will develop and manage updates to the FPUA NERC Compliance Dashboard. The dashboard is structured as an interactive workbook consisting of 3 core compliance management panels:

- **Requirement Manager**
- **Compliance Status Manager**
- **Notification Manager**

Requirement Manager					Compliance Status Manager					Notification Manager
Standard Number	Req	Text of Requirement	GO	GOP	Status Review Interval	Review Details & Special Instructions	Date of Last Status Check	Status at Last Check	Next Check By Last Day of Month Indicated:	Attestation Panel	
CIP-002-5.1a	R1.	R1. Each Responsible Entity shall implement a process that considers each of the following assets for purposes of parts 1.1 through 1.3: [Violation Risk Factor: High][Time Horizon: Operations Planning] i. Control Centers and backup Control Centers; ii. Transmission stations and substations;	X	X	Every 12 Calendar Month(s)	Review: BES Cyber System Identification Methodology Review and Approve: BES Impact Rating for Cyber Systems Annual Review (Procedure)	July 2021	No Issues Observed	July 2022	No	None Specified
COM-001-3	R11.	Each Distribution Provider and Generator Operator that detects a failure of its Interpersonal Communication capability shall consult each entity affected by the failure, as identified in Requirement R7 for a Distribution Provider or Requirement R8 for a Generator Operator, to determine a mutually agreeable action for the restoration of its Interpersonal Communication		X	Every 3 calendar month(s)	Occurrence of failure of Interpersonal Comm. capability, associated comms? Attestation Review & Update	July 2021	No Issues Observed - Event Driven Req. w/o Event Occurrence - See Attestation	October 2021	Yes	Upon detection of a failure of interpersonal comm. capability
MOD-025-2	R1.1	Each Generator Owner shall provide its Transmission Planner with verification of the Real Power capability of its applicable Facilities as follows: Verify the Real Power capability of its generating units in accordance with Attachment 1. Att 1 - For staged verification; verify each applicable Facility at	X		Every 6 calendar month(s)	Confirm if any changes to Real Power capability	August 2021	Required Actions Approaching	February 2022	No	Upon discovery of a change that affects Real or Reactive Power capability by more than 10% of the last reported verified capability and is expected to last more than 6 months
PER-006-1	R1.	Each Generator Operator shall provide training to personnel identified in Applicability section 4.1.1.1. on the operational functionality of Protection Systems and Remedial Action Schemes (RAS) that affect the output of the generating Facility(ies) it operates.		X	Every 3 calendar month(s)	Applicable Personnel Changes?	July 2021	No Issues Observed - Evidence of all applicable Personnel receiving appropriate training	October 2021	No	Upon changes or awarness of upcoming changes to applicable plant operating personnel
PRC-027-1	R1.	Each Transmission Owner, Generator Owner, and Distribution Provider shall establish a process for developing new and revised Protection System settings for BES Elements, such that the Protection Systems operate in the intended sequence during Faults. The process shall include:	X		Every 12 Calendar Month(s)	General Review	July 2021	Potential Gap - No Effective Protection System Settings Development Process	Mitigation Plan - in Progress	No	None Specified
PRC-027-1	R2.	Each Transmission Owner, Generator Owner, and Distribution Provider shall, for each BES Element with Protection System functions identified in Attachment A: • Option 1: Perform a Protection System Coordination Study in a time interval not to exceed six calendar years; or • Option 2: Compare present Fault current values to an	X		Every 3 calendar month(s)	Assess Progress Per Implementation Plan	July 2021	Implemention Plan In Progress - Future Action Required	October 2021	No	None Specified
PRC-027-1	R3.	Each Transmission Owner, Generator Owner, and Distribution Provider shall utilize its process established in Requirement R1 to develop new and revised Protection System settings for BES Elements.	X		Every 3 calendar month(s)	Necessary utilization of R1 process to develop new and revised Protection System settings for BES Elements?	July 2021	Potential Gap - No Effective Protection System Settings Development Process	Mitigation Plan - in Progress	No	Upon identificaiton of need to utilize process established in R1 to develop new and revised Protection System settings for BES Elements
VAR-002-4.1	R1.	The Generator Operator shall operate each generator connected to the interconnected transmission system in the automatic voltage control mode (with its automatic voltage regulator (AVR) in service and controlling voltage) or in a different control mode as instructed by the Transmission Operator unless: 1) the generator is exempted by the		X	Every 6 Calendar Month(s)	General Review, Attestation Review & Update	August 2021	No Issues Observed - Event Driven Req. w/o Event Occurrence - See Attestation	February 2022	Yes	Upon instances where the plant has notified RC/TOP of PLANNED or UNPLANNED operations outisde of auto voltage control mode (with AVR O.O.S.)

NERC Compliance Dashboard – Sample Overview

The **Requirement Manager** panel provides a line-by-line specification of all applicable NERC requirements that FPUA must monitor, and the applicable NERC functions they pertain to. This panel is kept up to date by Acumen upon new requirements or changes to existing requirements.

Requirement Manager				
Standard Number	**Req**	**Text of Requirement**	**GO**	**GOP**
COM-001-3	R11.	Each Distribution Provider and Generator Operator that detects a failure of its Interpersonal Communication capability shall consult each entity affected by the failure, as identified in Requirement R7 for a Distribution Provider or Requirement R8 for a Generator Operator, to determine a mutually agreeable action for the restoration of its Interpersonal Communication capability.		X
PER-006-1	R1.	Each Generator Operator shall provide training to personnel identified in Applicability section 4.1.1.1. on the operational functionality of Protection Systems and Remedial Action Schemes (RAS) that affect the output of the generating Facility(ies) it operates.		X
PRC-027-1	R1.	Each Transmission Owner, Generator Owner, and Distribution Provider shall establish a process for developing new and revised Protection System settings for BES Elements, such that the Protection Systems operate in the intended sequence during Faults. The process shall include:	X	
PRC-027-1	R3.	Each Transmission Owner, Generator Owner, and Distribution Provider shall utilize its process established in Requirement R1 to develop new and revised Protection System settings for BES Elements.	X	

The **Compliance Status Manager** panel specifies and tracks the following:

- Status Review Interval
  - Designates a risk-based periodic review of the compliance status and evidence health of the requirement.
  - Intervals range from once every calendar month to once every calendar year.
- Review Details & Special Instructions
  - Summary of the key activities to be performed during the compliance status review.
  - Key activities can range from a simple status check and document review to periodic activities that may be specifically required in the standard (e.g., review of BES Cyber System Identification Methodology in the case of CIP-002-5.1a R1).
- Date and Status at Last Check
  - Indicates the resulting compliance status of the requirement at the latest status check, ranging in criticality from “No Issues Observed” to “Potential Gap”.
  - This field may also indicate where milestones are approaching for an in-progress NERC implementation plan, or the rationale for why the requirement may not apply (e.g., non-ownership of in-scope equipment, or no applicable facilities, etc.).
- Date of Next Check
  - Indicates the calendar month in which the next status check will be performed.
  - Consistent with the risk-based status review interval.

- Attestation Panel
  - Indicates whether an internal applicability attestation exists for the requirement.
  - Designed to ensure it is reviewed and updated as part of the key activities performed during the compliance status review.



In a traditional environment where facility compliance management resources are located on-site, an effective communications protocol is necessary. Entity staff must exchange operational and technical information that may impact NERC compliance with NERC compliance resources in a timely fashion.

This is no different in a remote NERC compliance management environment. The **Notification Manager** panel is designed to establish effective communication protocols:

- Specifically, this panel indicates shorter term time-sensitive activities either mandated by or inherently necessary to maintain compliance with the requirement.
- The intent is to provide facility staff with an exhaustive list of the time-sensitive information necessary for Acumen's effective performance of timely compliance management activities.
- The full complement of the Acumen initiated reviews specified in the Compliance Status Manager and the entity activities specified in the Notification Manager ensure that wherever necessary a "double coverage" exists for maintaining compliance.

Requirement Manager				Notification Manager
Standard Number	Req	GO	GOP	
CIP-002-5.1a	R1.	X	X	None Specified
COM-001-3	R11.		X	Upon detection of a failure of interpersonal comm. capability
MOD-025-2	R1.1	X		Upon discovery of a change that affects Real or Reactive Power capability by more than 10% of the last reported verified capability and is expected to last more than 6 months
PER-006-1	R1.		X	Upon changes or awarness of upcoming changes to applicable plant operating personnel
PRC-027-1	R1.	X		None Specified
PRC-027-1	R2.	X		None Specified
PRC-027-1	R3.	X		Upon identificaiton of need to utilize process established in R1 to develop new andrevised Protection System settings for BES Elements
VAR-002-4.1	R1.		X	Upon instances where the plant has notified RC/TOP of PLANNED or UNPLANNED operations outisde of auto voltage control mode (with AVR O.O.S.)

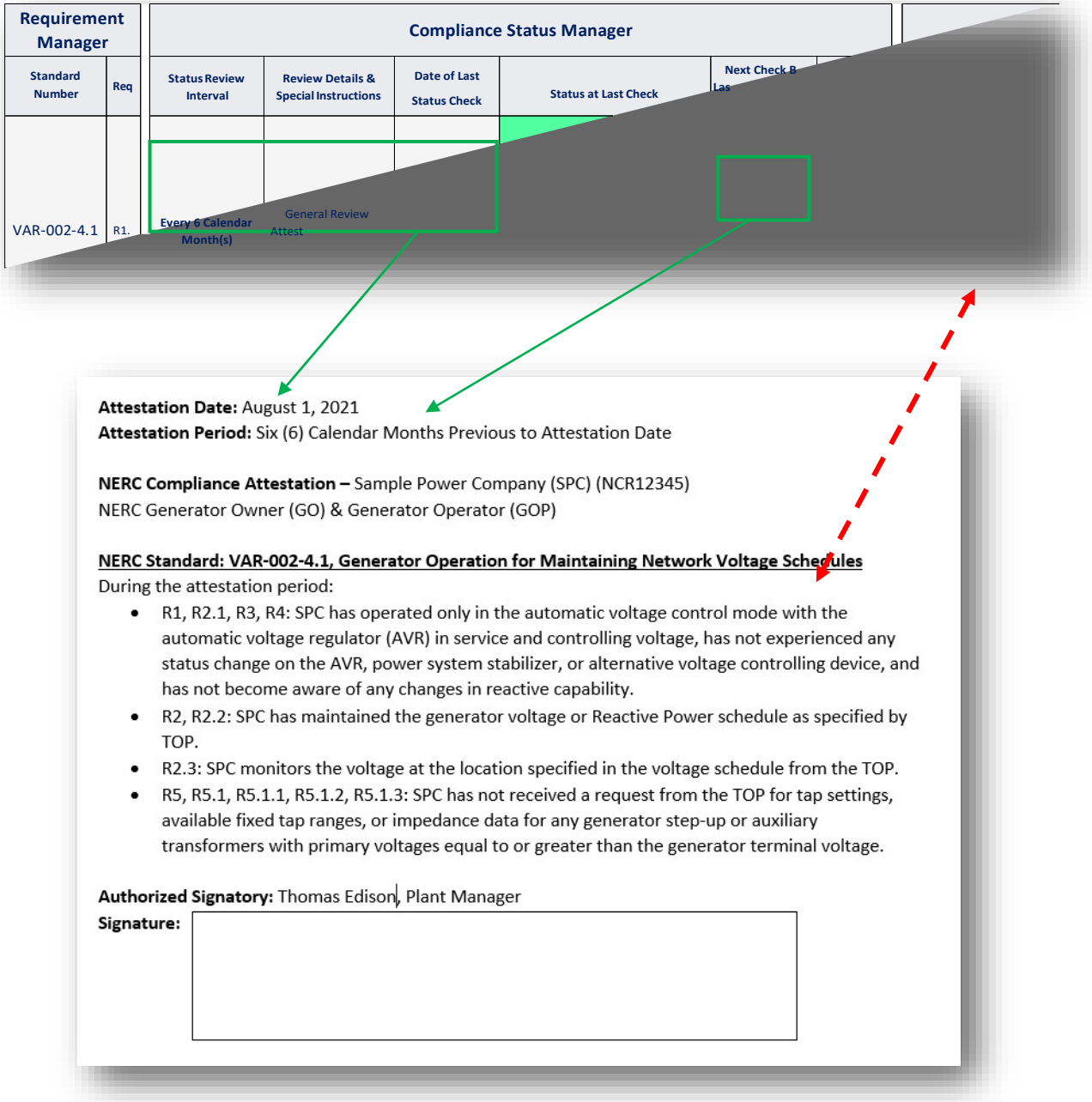
Audit-Ready Compliance Repository

As part of the development of the NERC Compliance Dashboard, Acumen will assess and sort the requested compliance documentation, evidence, and any relevant associated data supplied by FPUA via the initial Request for Information (RFI). This effort will begin development of the FPUA Audit-Ready Compliance Repository.

When development of the NERC Compliance Dashboard begins, Acumen will provide an initial request for information (RFI) to gather all compliance documentation and evidence necessary to determine the facility's initial compliance baseline.

As the initial compliance baseline is established for all applicable standards and requirements, the evidence repository will be continually kept up to date via performance of the compliance status tracking activities specified in the dashboard.

For example, every 6 calendar months the compliance status of VAR-002-4.1 R1 will be checked. Per the NERC Compliance Dashboard, this requirement's evidence consists of an attestation, which will also be reviewed and updated as necessary.



Requirement Manager		Compliance Status Manager				
Standard Number	Req	Status Review Interval	Review Details & Special Instructions	Date of Last Status Check	Status at Last Check	Next Check B Las
VAR-002-4.1	R1.	Every 6 Calendar Month(s)	General Review Attest			

Attestation Date: August 1, 2021
Attestation Period: Six (6) Calendar Months Previous to Attestation Date

NERC Compliance Attestation – Sample Power Company (SPC) (NCR12345)
NERC Generator Owner (GO) & Generator Operator (GOP)

NERC Standard: VAR-002-4.1, Generator Operation for Maintaining Network Voltage Schedules
During the attestation period:

- R1, R2.1, R3, R4: SPC has operated only in the automatic voltage control mode with the automatic voltage regulator (AVR) in service and controlling voltage, has not experienced any status change on the AVR, power system stabilizer, or alternative voltage controlling device, and has not become aware of any changes in reactive capability.
- R2, R2.2: SPC has maintained the generator voltage or Reactive Power schedule as specified by TOP.
- R2.3: SPC monitors the voltage at the location specified in the voltage schedule from the TOP.
- R5, R5.1, R5.1.1, R5.1.2, R5.1.3: SPC has not received a request from the TOP for tap settings, available fixed tap ranges, or impedance data for any generator step-up or auxiliary transformers with primary voltages equal to or greater than the generator terminal voltage.

Authorized Signatory: Thomas Edison, Plant Manager
Signature:

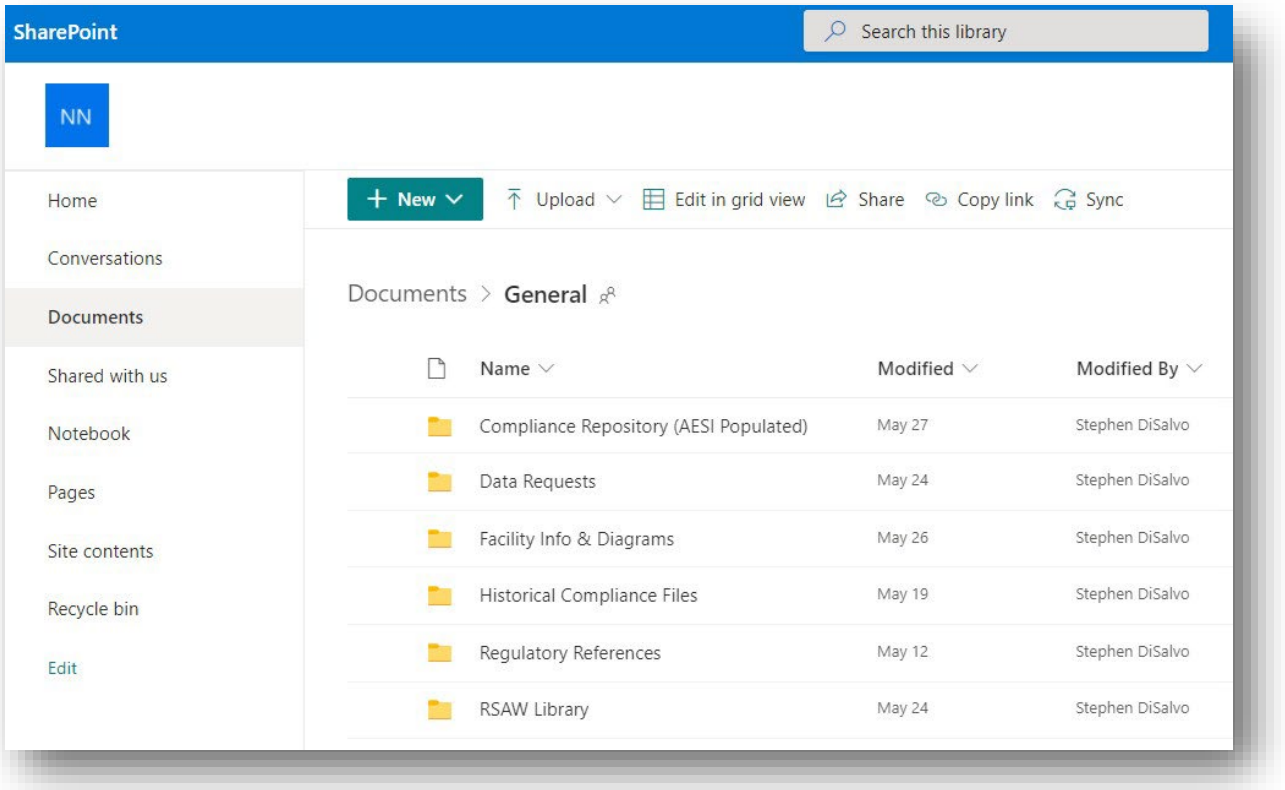
The dashboard ensures a review of the attestation within a 6-calendar month timeframe, and the attestation language is designed to align with this timeframe.

Should the activity specified in the Notification Manager occur, upon notification from FPUA to

Acumen, an interim evidence review will be performed. A determination of whether the R1 portion of

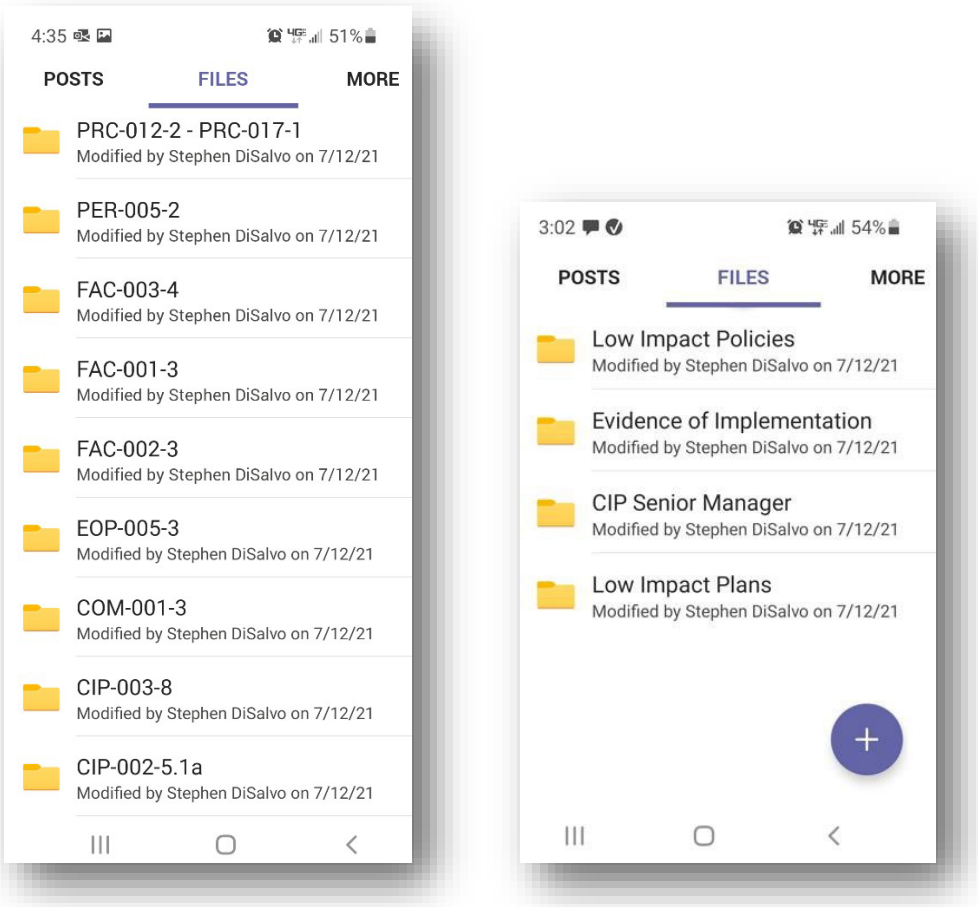
the attestation is still valid, and an associated compliance advisory, will be provided to FPUA. This process is continually occurring for all applicable requirements and is managed by Acumen.

With respect to storage of compliance evidence and documentation, the Audit-Ready Compliance Repository is designed as a centralized dynamic evidence storage location hosted on a Microsoft SharePoint platform, accessible to the Acumen project team and any staff selected by FPUA.



Sample view of the Audit Ready Compliance Repository SharePoint interface

To maximize evidence repository accessibility for FPUA's field staff, this interface can be integrated with the Microsoft Teams environment to enable real time chat features, enhanced drag-and-drop evidence placement abilities, efficient meeting scheduling, and mobile-friendly compliance repository access.



Sample views of the mobile-friendly Microsoft Teams interface

The compliance assessment and evidence management activities specified above are designed to provide FPUA the compliance evidence repository necessary to maintain NERC audit-readiness, and the ability to identify and mitigate potential compliance risks without delay.

1.1.2 Regulator Interface and Representation

Acumen will draft FPUA's responses, as required, to the following regulatory bodies:

- SERC Reliability Corporation – SERC
- North American Electric Reliability Corporation – NERC
- Electricity Information Sharing and Analysis Center – E-ISAC (for example, in the case of a reportable Cyber Security Incident or NERC Alert)

Acumen will draft, share for review, and submit responses for the following required reporting:

- SERC Spot Checks & Self-Certifications
- NERC/Regional Periodic Data Submittals / event driven reporting, including but not limited to:

  - NERC EOP-004 Event Reporting
  - NERC PRC-004 Protection System Operation and Misoperation Analysis
- For any NERC Alerts that are issued, Acumen will assess the impact of the alert on FPUA and provide a report on the impact and any suggested actions to be taken for remediation if required
- If requested by NERC in the alert to provide information to NERC or E-ISAC, Acumen will assist FPUA to respond as required to NERC or E-ISAC

Additionally, Acumen will:

- Identify incomplete or incorrect information during the drafting process
- Develop, submit, and interface with regulators for any necessary NERC standard mitigation plan(s)
- Perform other ad hoc requests for regulator interface and representation as mutually agreed upon

1.1.3 Internal Compliance Program (ICP) Monitoring & Updates

Acumen will provide full development & maintenance support to FPUA in transitioning any existing Internal Compliance Program (ICP) documentation, for any new or modified NERC standards coming into scope that impact the plant. This includes:

- ICP governance-level documentation development, assessment of existing documentation
- Standards-level documentation development, assessment of existing Operations-level documentation development, assessment of existing Internal control documentation development
- Program implementation advisory/support

1.1.4 Compliance Mitigation Planning & Implementation

Acumen will:

- Identify any gaps in the existing processes, practices, and documentation sets
- Recommend an appropriate staff organizational structure to govern, manage, monitor, and ensure compliance obligations are communicated and met
- Recommend a detailed development and implementation timeline for mitigation of identified gaps
- Identify internal and external resources to assist with the remediation of the identified gaps
- Establish a budget for each major task and an overall budget for senior management review/approval

1.1.5 Regulatory Standards Monitoring

Acumen will:

- Monitor and assess the impact of changes within the regulator landscape at NERC/SERC as it relates to the applicable NERC Standards and advise FPUA of important changes
- Provide interpretation of NERC/SERC requirements, or other NERC related documentation
- Perform research and/or updates on the following NERC compliance related topics:
  - Requirement effective dates
  - NERC compliance violations and penalties
  - NERC standard developments
  - Standard Drafting Team (SDT) notes and considerations of comments
  - FERC Orders and NOPRs
  - NERC Alerts
- Assess and/or review drafted items to demonstrate compliance for retention in FPUA's compliance evidence database
- Monitor for any NERC Alerts that may be issued

1.1.6 SERC Self-Certifications

Acumen will provide management oversight of FPUA's SERC compliance self-certifications as required, including but not limited to:

- Notifying all Subject Matter Experts (SMEs) whose standards and requirements are part of the self-certification and coordinate a meeting of all applicable personnel
- Drafting all applicable RSAWs and self-certification forms (such as evidence listings) and coordinate with appropriate SMEs for review once completed
- Working with appropriate SMEs to collect all relevant documentation demonstrating FPUA's compliance to each requirement. Conduct a review of evidence with the appropriate SMEs and request additional documentation to demonstrate compliance as needed
- Making recommendations to management if any discrepancies are discovered during the evidentiary review
- Assisting appropriate FPUA personnel with the final submittal of self-certification documentation
- Acting as the point of contact for FPUA if further information is requested by SERC to support the self-certification

1.1.7 Periodic NERC O&P Activities

Acumen will perform the following periodic reviews to determine if adequately implemented:

- PRC-004-6 Protection System Misoperation Identification and Correction and associated protection system events
- PRC-005-6 Protection System Maintenance Program & associated maintenance and testing records
- FAC-008-3 Facility Ratings Methodology and associated documented equipment ratings
- Other O&P standard & requirement activities as determined applicable

1.1.8 Periodic NERC CIP Activities

Acumen will:

- Conduct re-application of the CIP-002-5.1a BES Cyber System Categorization process at least once every 15 calendar months
- Deliver cyber security awareness training as required in CIP-003-8 for facilities that contain low impact BES Cyber Systems
- At least once every 36 calendar months facilitate and conduct the testing of the Cyber Security Incident Response plan as required in CIP-003-8 for facilities that contain low impact BES Cyber Systems

1.1.9 Division of NERC Responsibilities

The design of Acumen's Managed Compliance Service relies upon a best practice NERC compliance management philosophy, whereby the NERC compliance management resource fulfills an advisory and oversight role. Furthermore, within this philosophy, compliance responsibility and accountability roles land within the entity's Subject Matter Expert (SME) team and the SME team's supervising management. Often, this SME team is made up of the personnel at the entity who perform the actions that result in compliant operations, such as the Control Room Operators (answering Operating Instructions), maintenance staff (performing relay testing, etc.), and engineering team (facility ratings, protection system coordination, etc.), among other operations and support resources.

The core function of Acumen's Managed Compliance Service is to provide FPUA oversight and advisory for the NERC obligations that govern these operating functions, and to ensure they are being performed in an accurate manner with sufficient compliance evidence being generated and retained.

For example, several NERC standards, notably those of the PRC and MOD family, require performance of heavily technical activities (protection system coordination, model validations, real and reactive power verifications). Acumen's Managed Compliance Service will provide FPUA the guidance, advisory, and compliance interpretation support necessary for the FPUA SME team to perform these activities in a manner that satisfies the related NERC requirements.

This level of advisory will guide the SME team to understand what activities must be performed, how and when they must be performed, best practices, and what evidence must be created. Acumen will then provide the necessary compliance interpretation and compliance support as these activities are being completed. Should the SME team rely upon a third-party consulting firm, Acumen will provide advisory and compliance oversight so that FPUA is confident that the activities are proposed and performed in a manner that will meet the related NERC requirements. This may consist of proposal reviews, technical report reviews, and direct Acumen consultation with the third-party firm.

Additional supporting functions performed under Acumen's Managed Compliance Services consist of tracking the evolving NERC and regional standards landscape and providing advisory and oversight of FPUA's preparation for evolving compliance obligations. It also involves providing FPUA a real time picture of its compliance health. These core activities, among others, are detailed in the various sections of this proposal.

1.2 Assumptions & Requirements

Acumen's approach and methodology for performing the above NERC & SERC Managed Compliance Services is based on the following assumptions and requirements:

- Acumen will be onsite at FPUA facilities at least twice per calendar year to meet with the applicable FPUA staff to review items such as:
  - Compliance status
  - Ongoing compliance issues
  - Upcoming compliance obligations
- SMEs and staff will be available for meetings, conference calls and discussions as necessary in a timely and reasonable manner.
- FPUA will provide timely and accurate feedback on Acumen questions or requests related to FPUA's compliance posture.
- FPUA will ensure the timely review of deliverables with appropriate feedback for Acumen to achieve agreed upon project schedules.
- FPUA will forward any documentation received from regulatory bodies such as NERC or SERC and/or others to be reviewed to establish implications related to changing reliability standards.
- FPUA will provide Acumen with access to regional portals as necessary so that Acumen may submit self-certifications and periodic data filings on behalf of FPUA.
- Certain compliance events are variable in timing and may not occur during the term. Factoring in support for their potential occurrence would increase the monthly retainer fee. Therefore, to determine the most accurate and economical monthly services cost, requested labor for the following would be provided in a separate scope of work with a cost representative of labor and expenses:

  - NERC/SERC Compliance Audit Activities, as the nature, scope, and possibility of an audit occurring is unknown.
  - The development of new Internal Compliance Program (ICP) documentation to address reliability standards that may become enforceable during the term or those that have previously become enforceable but for which FPUA does not have existing ICP documentation.
- FPUA will provide operational documentation as requested for the development of appropriate NERC compliance deliverables.

2. Ad-Hoc Services

As an alternative to Acumen providing FPUA Compliance Manage Services and as requested by FPUA, Acumen will provide compliance consulting services on an as needed basis. This as-needed basis will assist FPUA with maintaining a current awareness of the NERC standards and requirements, and to achieve and maintain a robust compliance posture to the applicable NERC standards and requirements.

Acumen will advise and assist FPUA with the implementation and execution of FPUA's NERC compliance program.

Further, Acumen will provide and assist FPUA as requested with ongoing regulatory services to support the sustainability of FPUA's compliance obligation to all applicable NERC standards for both CIP and O&P, along with SERC's regional standards. These services may include but are not limited to:

- In-depth familiarization of the NERC standards and requirements
- Overview of FPUA internal controls and areas for strengthening
- Assessment of all applicable NERC standards not previously assessed by Acumen
- Advise on and assist with required periodic activities for both O&P and CIP
- Advise on and assist with regulatory requests and responses to events or incidents

2.1 Assumptions & Requirements

- All work will be conducted off-site. As an option, FPUA may request on-site work be performed. In such case, Acumen will provide FPUA a cost for such on-site work, to include all expenses.

3. Project Resources

Our team has broad and practical experience in the power utility industry, understanding, interpreting, and applying NERC Standards to support our clients, using industry best practices to

sustain their compliance readiness.

Through this experience, as well as staff participation on various industry committees, independent research, and visionary leadership, Acumen is on the forefront of industry best practices for both NERC CIP and O&P Standards to support NERC compliance.

Acumen proposes a two-member Primary Support team with additional Acumen resources available as a Supplemental Support team if necessary. The two-member team will include Mark Atkins and Stephen DiSalvo, whose qualifications are presented below. Qualifications for additional Acumen resources who may assist with this engagement are provided below as well.

3.1 Primary Support

Mark Atkins, Director of Regulatory Compliance - Overall Project Manager

Mark holds a Bachelor of Science degree in Electrical Engineering Technology and has been immersed in the electrical power industry for over 30 years, both working in and supporting electrical utilities across North America achieve their operational and management goals. His experience is founded in Power System Operations & Planning and complemented by NERC Regulatory Compliance, cyber and physical security systems. Mark's many years of experience working with distribution, generation, and transmission utilities as a linesman, operations engineer, operations manager, and NERC Compliance Manager allows him to have a comprehensive and first-hand understanding of reliable operations. His practical experience underscores and supports his years of supporting/achieving NERC Compliance and relating it back in the day-to-day operations.

Mark is experienced with both CIP and O&P compliance requirements, including conducting gap assessment and mock audits— translating them into implementation roadmaps to address identified gaps. Mark has also been involved in the development of internal compliance programs for many utilities, which included the development of the required CIP policies, procedures and processes along with developing and delivering training on NERC CIP and O&P compliance. At Vermont Electric Power Company (VELCO) in the NPCC region, Mark acted as an SME during NPCC audits for both CIP and O&P requirements representing various standards. Mark has worked and continues to work closely with many of the Alberta utilities, including ATCO, Suncor, and AESO. Further, Mark is actively involved with the Market Surveillance Administrator (MSA), providing expert review and recommendations on enforcement activities.

Mark's NERC Regulatory Compliance projects include NERC/Regional readiness audits, gap assessments and mock audits for both the CIP and O&P Standards for all NERC registered entity types, assisting in the development of NERC Internal Compliance Programs, Policies, Guidelines and Procedures and developing RSAWs for NERC/Regions Reliability Standards Compliance, helping to identify the required evidence to demonstrate compliance, and developing and conducting training for NERC Compliance. Mark has been a contract auditor and has represented utilities as an SME during their actual audits. Mark has also served on several NERC Standards Drafting teams and is currently a member of the NERC "Project 2016-02 Modifications to CIP Standards Drafting Team".

Relevant Experience:

- Conducted NERC/Region readiness audits, gap assessments and mock audits for both the CIP and O&P Standards for all NERC registered entity types (BA, RP, GO, GOP, TO, TOP, LSE, DP, RC, TSP, IA, TP, PA and RSG) and in all NERC Regions
- Conducted NERC CIP gap assessments and developed implementation roadmaps to address identified CIP gaps. The assessments included interviews of SMEs, the review and analysis of existing documentation, processes, and procedures, along with physical walkdowns of their facilities, to assess their physical and electronic security posture. Clients include Nalcor Energy, Emera Newfoundland & Labrador, Matanuska Electric Association, Homer Electric Association, and Chugach Electric Association.
- Assisted utilities to implement the recommendations from gap assessments & mock audits
- Assisted utilities in the development, update, and enhancement of their NERC Internal Compliance Program
- Developed the required policies, plans, procedures, process and internal controls and assisted with the identification of the required evidence to demonstrate compliance
- Assisted utilities to establish and implement a CIP Cyber and Physical Security Program for Power Plants, Substations and Control Centers
- Assisted utilities to prepare for their actual audit, from developing their RSAWs to representing the utility at the actual audit as their SME
- Developed training programs and conducted training for CIP and O&P standards

Stephen DiSalvo, Director of Regulatory Compliance

Formerly a Regulatory Compliance Manager for several Generation and Transmission NERC entities in various regions, Stephen has more than 15 years of experience related to NERC compliance and has been extensively involved in projects covering a considerable range of technical and NERC regulatory aspects. His career started with NPCC with the onset of mandatory NERC Compliance, which enriched his understanding of the history of compliance. His practical experience in the application of the NERC Reliability Standards comes from both sides of the table—as part of a regional auditing entity and as a registered entity compliance leader. Stephen has a disciplined approach that supports a consistent posture of compliance readiness at all times.

Relevant Experience:

- Developed compliance programs, governance documents, CIP and Non-CIP standard specific policies, standard operating procedures, and plant level documentation for all major NERC operational registrations.

- Designed and implemented compliance monitoring tools and databases, strengthening organizational compliance posture for future audit/spot check readiness.
- Performed assessments / mock audits of compliance programs and evidentiary materials for numerous regional entity functions, including GO, GOP, TO, TOP, BA, and RC for entities like:
  - Old Dominion Electric Co-Operative (ODEC)
  - Santee Cooper
  - Cooperative Energy (formerly SMEPA)
  - Louisville Gas and Electric Company and Kentucky Utilities (LG&E and KU)
  - Independent Electricity System Operator (IESO)
  - AES Ohio
  - AES Clean Energy
- Identified gaps and severity levels associated with instances or the potential for non-compliance, developed mitigation plans and cost analyses for alternative compliance measures
- Managed the development and delivery of Acumen's NERC Compliance Briefings, outlining all current NERC and Regional compliance program development initiatives, and provided support to numerous clients performing a multitude of NERC functions
- Developed and delivered NERC CIP and O&P Standards compliance training
- Provided RSAW development and audit readiness and response training
- Developed and delivered Cyber Security Incident Response drill exercises and associated evidence materials
- Managed and coordinated responses to spot-checks, NERC Alerts, and other reliability compliance authority inquiries
- Provided NERC Standards Technical Advisory & Support – FAC, PRC, MOD, CIP, and all other NERC Standard Families.

3.2 Supplemental Support

Loreto Sarracini, P.E., President, Principal Consultant

Loreto Sarracini has been immersed in the electrical power industry for over 40 years, both working in and supporting electrical utilities across North America to achieve their operational and management goals. His experience is founded in Power System Operations and complemented with projects such as NERC Regulatory Compliance, Operational Risk Assessments, EMS/ADMS/SCADA, Power System Operations and Planning, Data Historians, Information Technology (IT) systems, Operations Technology (OT) systems and IT/OT Integration, cyber and physical security, generating plant construction and maintenance and establishing Microgrids/Distributed Energy Resources strategies and roadmaps.

Loreto has been involved with all of Acumen’s NERC Regulatory Compliance projects, including NERC/Region readiness audits and mock audits for both the CIP and O&P Standards for all NERC

registered entity types, assisting in the development of Policies, Guidelines and Procedures for NERC/Regions Reliability Standards Compliance, helping to develop Internal Compliance Programs for clients, conducting Internal Compliance program assessments, helping to identify the required evidence to demonstrate compliance, and developing and conducting training and compliance programs for NERC Compliance.

Joel Charlebois, P.E., Vice President, Regulatory Compliance

Joel Charlebois is a Partner at Acumen and Vice President of Acumen's regulatory compliance group. He has a Bachelor of Engineering Science in Electrical Engineering as well as a Bachelor of Science in Computer Science. He is responsible for managing overall project scope and workload on a wide range of regulatory and technical requirements. Joel maintains an extensive understanding and practical experience in all aspects of NERC regulatory compliance for both CIP and O&P regulatory compliance projects (auditing, governance, mock audits, compliance tools, etc.). His experience and broad perspective will help maximize project and team efficiency to deliver on-time results.

Joel is a regular participant at IESO Reliability Standards Standing Committee (RSSC) meetings, member of the NPCC Regional Standards Committee (RSC), and attendee at several regional compliance workshops.

Richard Ganton P.E., Senior Engineer - Automation & Compliance Specialist

Richard has conducted NERC Mock Audits/Readiness Assessments, CIP and O&P, for various registered entities, facilities (operations, generation, transmission, SCADA, substation and smart meter facilities) and clients. Furthermore, Richard has developed compliance documentation (Polices, Guidelines, Procedures and RSAWs) for multiple power utilities with various registrations (GO/GOP/TO/TOP/TP/DP/LSE/RC/PA) and in different regions (NPCC, SERC, WECC, ERCOT/SPP, RFC).

Ivan Wong, CCNA, CCNA Voice, CCNA Wireless - Senior Consultant, Cyber Security

Ivan is a goal-oriented and collaborative IT/OT professional with more than eight years of proven experience analyzing and troubleshooting large corporation networks. His utility experience includes NERC CIP compliance support, cyber security vulnerability assessments, asset inventory projects, and firewall design/implementation to meet CIP requirements. His strong technical knowledge, coupled with the ability to quickly learn new systems, allows him to provide practical solutions. He is capable of supporting both technical and non-technical audiences. Ivan has implemented cyber security tools, such as firewalls, access controls, SIEM, and network monitoring tools at client sites to meet CIP requirements. Further, Ivan has conducted NERC/Region readiness audits, gap assessments and mock audits for both the CIP Standards for all NERC registered entity types (BA, RP, GO, GOP, TO, TOP, LSE, DP, RC, TSP, IA, TP, PA and RSG) and in all NERC Regions.

A Curriculum Vitae (CV) is available upon request for all Acumen resources listed above.

4. Fee Schedule

4.1 Managed Services

Acumen proposes the NERC & SERC Managed Compliance Services for a one-year period having a flat monthly fee commencing the first month after acceptance of this proposal.

FPUA's registration as a TO/DP, its overall size, nature, and regional location, and its current NERC and SERC compliance posture have been considered to determine a value of **$6,067** as an appropriate monthly service fee.

As part of this monthly fee, Acumen will conduct one onsite visit for two days. The onsite visit will include, but not be limited to:

- Compliance Training
- Physical Security Walkdown of control room and substations
- Meetings with SMEs to review their understanding of their assigned standards and the deliverables associated with them.
- Other work as agreed upon

All expenses and labor hours associated with the onsite visit will be covered under the monthly fee.

Payment is net 30 days with any late payments charged interest at a rate of 1% per month (12.86% per annum) on outstanding balances.

4.2 Hourly Rates

Staff	2026 Hourly Rate
Principle Consultant	$448
Director II (Mark Atkins)	$350
Senior Consultant II	$314
Senior Consultant I	$288
Sr. Administration Support	$124

Acumen appreciates the opportunity to continue its support of FPUA's NERC Compliance program.

Thank you,



Mark R. Atkins

Director, Regulatory Compliance

Acumen-US, Inc.

Third Party Disclaimer

The content of this document is not intended for the use of, nor is it intended to be relied upon by any person, firm or corporation, other than the client and Acumen. Acumen denies any liability whatsoever to other parties for damages or injury suffered by such third party arising from use of this document by them, without the express prior written authority of Acumen and our client. This document is subject to further restrictions imposed by the contract between the client and Acumen and these parties' permission must be sought regarding this document in all other circumstances.

Liability

The total aggregate liability of Acumen resulting from any culpability with respect to the performance of the contracted consulting services and compliance activities associated with this project shall be limited to the total fee paid to Acumen for project work resulting from the acceptance of this proposal. Should the Client be subject to any findings or claims of regulatory non-compliance, including associated sanctions or penalties, it is the Client’s sole responsibility to address any such findings or claims.

Confidential

This document is for the confidential use of the addressee only. Any retention, reproduction, distribution or disclosure to parties other than the addressee is prohibited without the express written authorization of Acumen.

AGENDA ITEM NO. D.9

Fort Pierce Utilities Authority Board

Board Submission Report

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

FROM: Rachel R Tennant, Public Affairs & Sustainability

DATE: June 2, 2026

SUBJECT: Approval of Amendment to Work Plan for $28M DEP Grant for Wastewater Resilience and Adaptation - PHA

PRESENTER(S): Rachel Tennant

RECOMMENDATION:

Staff requests Board approval of Amendment No. 1 to FDEP Resilient Florida Grant Agreement #25SRP28. The amendment revises the Grant Work Plan and incorporates updated administrative and contractual services requirements established by the Florida Department of Environmental Protection. Approval of the amendment will support continued administration of the grant and reimbursement of eligible project costs associated with the City of Fort Pierce Wastewater Resilience and Adaptation – Phase II project.

SUMMARY/SUPPORTING INFORMATION:

Amendment No. 1 to FDEP Resilient Florida Grant Agreement #25SRP28 revises the Grant Work Plan and updates administrative provisions and forms issued by the Florida Department of Environmental Protection. Approval of the amendment will ensure the grant agreement remains current and supports continued administration of the grant and reimbursement of eligible project costs.

STRATEGIES: Growth - Grant Funding

FINANCIAL IMPACT:

No additional financial impact. Amendment No. 1 does not modify the grant award amount of $28,061,358 or the required local match. The amendment revises the Grant Work Plan and updates grant requirements associated with the FDEP Resilient Florida Grant Agreement #25SRP28.

ALTERNATIVES (IF ANY):

Decline Amendment No. 1 to FDEP Resilient Florida Grant Agreement #25SRP28 and continue operating under the existing grant agreement. Staff does not recommend this option, as the amendment incorporates revisions requested by both FPUA and the Florida Department of

Environmental Protection and updates the grant requirements governing project administration.

ATTACHMENTS:

25SRP28 A1 City of Fort Pierce Wastewater Resilience and Adaptation_Phase II - For Execution.pdf

AMENDMENT NO. 1
TO AGREEMENT NO. 25SRP28
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
FORT PIERCE UTILITIES AUTHORITY

This Amendment to Agreement No. 25SRP28 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Fort Pierce Utilities Authority, 206 South 6th Street, Fort Pierce, Florida 34950 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Fort Pierce Wastewater Resilience and Adaptation - Phase II effective July 28, 2025;

WHEREAS, the Grantee has requested a revision to the Grant Work Plan and a reallocation of the budget for the Project; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 5, Attachment 6, and Exhibit H following updates from the Office of the General Counsel and Resilient Florida Program.

NOW THEREFORE, the parties agree as follows:

1) Attachment 1, Standard Terms and Conditions is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions

2) Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions Requirements.

3) Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.

4) Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.

5) Attachment 6, Program Specific Requirements, is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Program Specific Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 6 shall hereinafter refer to Attachment 6-A, Revised Program Specific Requirements.

6) Exhibit H, Contractual Services Certification Form, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification Form, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Exhibit H shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification Form.

7) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

Fort Pierce Utilities Authority

By: _____
Authorized Representative or Designee

Date: _____

Florida Department of Environmental Protection

By: _____
Secretary or Designee

Date: _____

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (14 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (4 pages)
Attachment	5-A	Revised Special Audit Requirements (6 pages)
Attachment	6-A	Revised Program Specific Requirements (3 pages)
Exhibit	H-1	Revised Contractual Services Certification Form (1 page)

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1-A

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. 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, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this 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 Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 25SRP28

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Fort Pierce Wastewater Resilience and Adaptation - Phase II. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $28,061,358 through cash or third party in-kind towards the work funded under this Agreement.
The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. 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.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontracts/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee. If the Grantee is a governmental entity that maintains general liability self-insurance, the Board of Trustees of the Internal Improvement Trust Fund need not be listed as an additional insured to such policy

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 25SRP28

ATTACHMENT 3-A

PROJECT TITLE: City of Fort Pierce Wastewater Resilience and Adaptation - Phase II

PROJECT LOCATION: The Project is located in the City of Ft. Pierce and the Ft. Pierce Utilities Authority Service Area within St. Lucie County, Florida.

PROJECT DESCRIPTION:
Fort Pierce Utilities Authority (Grantee) will conduct the City of Fort Pierce Wastewater Resilience and Adaptation - Phase II (Project) to include the design and construction of 71,025 linear feet of force main installation, rehabilitation of 9,200 linear feet of force main for expanded flows, construction of one new lift station and two new booster pump stations, upgrade of the existing lift stations and decommissioning the existing wastewater treatment plant. This will reduce storm event flooding and pollution issues, especially at overwhelmed lift stations. The Project will also include 2.47 acres of seagrass restoration and upgrades to existing facilities to mitigate flooding impacts.

TASKS AND DELIVERABLES:

Task 1: Sea Level Impact Projection (SLIP) Study Report

Description: The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website (floridadep-slip.org) for more information.

Deliverables: The Grantee will provide the following:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**

Task 2: Construction

Description: The Grantee will construct 71,025 linear feet of new force main, rehabilitate 9,200 linear feet of force main for expanded flows, construct one new lift station and two new booster pump stations, upgrading the existing lift stations and decommissioning the existing wastewater treatment plant in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits. Project Management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Deliverables: The Grantee will provide the following:

- **2.1:** A copy of the record (as-built) drawings signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the project;
- **2.2:** A Certificate of Completion signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project; and
- **2.3:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent; and
- **2.4:** Project administration and management report(s) signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project. The report(s) must cover the performance period of the task and can be submitted no more frequently than quarterly during the performance period of the task. When the Grantee has been reimbursed for 85% of the Total Task Amount, no further reimbursement will be issued for this Task based solely on the Project Administration and Management Report deliverable(s). The report(s) must clearly document the work performed during the performance period and include all of the following applicable items:
    - A summary of project activities and site inspection(s);
    - Meeting minutes to all attended meetings;
    - Field notes; and
    - Project photos.

Task 3: Match Contribution

Description: The Grantee will conduct design & permitting of the the City of Fort Pierce Wastewater Resilience and Adaptation - Phase II and 2.47 acres of seagrass restoration & monitoring to be used only as match contribution. This task is separate from tasks that include the combination of match contribution and Department reimbursement.

Deliverables: The Grantee will submit:

- **3.1:** The Grantee will submit documentation required for match requirements, as consistent with Attachment 1, Section 9 and Attachment 2, Section 7.
- **3.2:** All final design documents as signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design;
- **3.3:** A copy of final permit documents from all applicable local, state, and federal regulatory agencies for all permits required for the Project prior to construction. This should include any permits listed in the original project application and
- **3.4:** A final report of seagrass restoration and monitoring activities including at a minimum:
    - Monitoring data in tabular form (including csv or excel format) showing the parameters measured, measurement values, units for each measurement, and any qualifiers associated with the data;
    - Results of any field surveys performed;
    - Interpretation of data collected including graphical analysis as applicable;
    - Copies of field notes; and
    - Documentation showing permit compliance with appropriate permitting agency for any permit-required activities covered in the DEP Quality Assurance Project Plan or documentation showing the methodology and description of procedures followed for any sampling or data collection not required by permit or covered in the DEP Quality Assurance Project Plan.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications

in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. If the payment request includes the Contractual Services budget category, the Exhibit H, Contractual Services Certification, and all supporting documentation required therein, must be submitted for each of the Grantee's contractors included in the payment request. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) to the task due date(s) must be submitted on or before the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Sea Level Impact Projection (SLIP) Study Report	No-Cost Deliverable	$0	$0	$0	7/1/2024	Before Commencing Construction
2	Construction	Contractual Services	$28,061,358	$23,817,513	$51,878,871	7/1/2024	3/31/2027
3	Match Contribution	Contractual Services	$0	$4,243,846	$4,243,846	7/1/2024	3/31/2027
		Total:	**$**28,061,358	**$**28,061,359	**$**56,122,717		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-A

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Projection	FY 24.25	37.098	Resilient Florida Programs	$28,061,358.00	140065
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$28,061,358.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6-A

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Progress Reports. The Exhibit A, Progress Report Form, must be submitted on a quarterly basis to ResilientFloridaGrants@FloridaDEP.gov starting in the quarter of the Agreement Execution Date through the quarter in which the final task deliverable is accepted and the Grantee is provided a Deliverable Acceptance Letter.

3. Contractual Services. For all grant agreements that include Contractual Services as a budget category, the Grantee must submit Exhibit H, Contractual Services Certification, and all supporting documentation required therein, for each of the Grantee's contractors prior to submitting a payment request for contractual services.

4. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

5. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

6. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
   If any funds awarded by this Agreement are used to purchase ownership of or license to any copyrighted,

patented, and/or trademarked software and/or programming used to complete this Project, such software and/or programming must comply with Chapter 119, F.S. The Department will not approve payment for Grantee's purchase or use of any copyrighted, patented, and/or trademarked software and/or programming that does not fully comply with the requirements of Chapter 119, F.S.

9. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards, and raw data sources shall be defined within the associated metadata.

10. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

11. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

12. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

13. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

14. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient

Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

15. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

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

Exhibit H-1

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

DEP Agreement Number: 25SRP28

Project Title: City of Fort Pierce Wastewater Resilience and Adaptation - Phase II

Grantee: Fort Pierce Utilities Authority

Subcontractor:

Note: A separate Exhibit H is required for each of the Grantee's contractor(s).

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. For competitively procured fixed-price (vendor) subcontracts: A copy of the tabulation form (i.e., list of all quotes or bid amounts, as applicable) for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement documents), as required by Attachment 1, Paragraph 9(c)(i);
3. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11. This submittal should include any relevant executed task/work/purchase order(s) and all subsequent amendments and/or change orders, as applicable, and as required for the work conducted under the above-mentioned DEP Agreement Number; and
4. This Exhibit H, signed and dated by the Grantee 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. 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

AGENDA ITEM NO. D.10

Fort Pierce Utilities Authority Board

Board Submission Report

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

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

FROM: John Biggs, Water/Wastewater Engineering

DATE: June 2, 2026

SUBJECT: SA DEW-26-66-01 Glenview Force Main Upsizing Design Services CIP 4.1

PRESENTER(S): John Biggs

RECOMMENDATION:

Approve Specific Authorization DEW-26-66-01 with Dewberry Engineering Inc., of Fairfax, Virginia, in the estimated amount of $406,461.21, and Post Budget Project/Budget Request in the amount of $237,723.00 for FY 2026. The Specific Authorization shall commence upon written Notice to Proceed and will conclude upon final acceptance of the work by FPUA

SUMMARY/SUPPORTING INFORMATION:

As part of the overall sewer conveyance system that will redirect flows from the existing Island Water Reclamation Facility (IWRF) to the new Water Reclamation & Reuse Facility (WRRF), a Preliminary Design Report (PDR) was commissioned. This report identified the capital improvement projects (CIPs) necessary to meet both near-term and long-term objectives for bringing the WRRF online and decommissioning the IWRF.

This authorization pertains specifically to the Glenview Avenue/Edwards Road Force Main Project (CIP 4.1). This is a key infrastructure upgrade for Fort Pierce Utility Authority (FPUA), providing critical conveyance capacity for the new Water Reclamation and Reuse Facility (MRRF).

The project installs approximately 11,250 feet of new 12-inch force main from Glenview Avenue, along Edwards Road to Lift Station G on 25th Street. This improvement is vital to support future growth and enhance the reliability of FPUA's wastewater system.

Under Service Authorization No. DEW-26-66-01, Dewberry Engineering Inc, will handle project management, design, permitting, limited construction support, and grant reporting to meet all funding requirements.

STRATEGIES: Modernization - Infrastructure Hardening

FINANCIAL IMPACT:
This is budgeted in the FY 26 - FY 30 Capital Improvement Plan and is expected to be grant funded.

ALTERNATIVES (IF ANY):
Do Not Approve. This alternative is not recommended. Failure to move forward with the Glenview Avenue/Edwards Road Force Main Project would leave an essential infrastructure for the WRRF conveyance system incomplete, potentially causing system overloads, delaying the redirection of flows, and increasing the risk of higher future costs and noncompliance with regulatory requirements.

ATTACHMENTS:
SA-66-DEW-26-01 - (Ready for Board).pdf

SPECIFIC AUTHORIZATION
FOR
PROFESSIONAL ENGINEERING AND DESIGN-BUILD SERVICES
AND LIMITED CONSTRUCTION PHASE SERVICES
SPECIFIC AUTHORIZATION

No. SA 66-DEW-26-01

Pursuant to the provisions contained in the Continuing Contract for Professional Engineering or Professional Engineering and Design-Build Services (the "Services") dated May 21, 2024 (the "Contract") between Fort Pierce Utilities Authority ("FPUA") and Dewberry Engineers Inc. (the "Firm"), this Specific Authorization authorizes the Firm to provide the Services under the terms and conditions set forth herein, and in the Contract, the terms of which are incorporated here by reference.

Section 1 – Specific Authorization Project. FPUA desires the Firm to perform Services related to Glenview Force Main Upsizing Project (the "Project").

Section 2 - Scope of Work. The Firm will provide the following Services in accordance with applicable section(s) of the Contract and the Scope of Work outlined in the Firm's proposal, attached hereto as Exhibit "A" (the "Proposal").

Section 3 – Location. The Services to be performed by the Firm shall be on at the following sites: Glenview Avenue, Edwards Road and 25th Street.

Section 4 – Project Reference. FPUA desires the Firm to perform the Services that shall be referred to as: Glenview Force Main Upsizing Project.

Section 5 – Deliverables. Firm will provide Deliverables to FPUA as detailed in the Firm's Proposal.

Section 6 - Time of Performance. This Specific Authorization shall commence upon execution of and written Notice to Proceed and terminate upon completion and written acceptance of the services by FPUA.

Section 7 - Method and Amount of Compensation. Firm shall be paid by FPUA in accordance with the Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes and in accordance with the payment method as set forth in section 6 of the Contract. The calculations shall begin using the date the invoice was received. Firm shall, under no circumstance, look to FPUA to provide any labor for Firm. Firm shall provide all of the labor necessary to perform the services contracted for at the expense of Firm.

The Total Project Cost is: $406,461.21 (four hundred six thousand, four hundred sixty-one dollars and twenty-one cents).

Section 8 – Responsibilities and Representatives.

8.1 Responsibilities. Portions of the plans prepared as a result of this Project may be confidential or exempt from disclosure. Therefore, Firm shall have precautions are in place to ensure no disclosure or release of FPUA confidential or exempt information. If the Firm needs to visit the Project Site for inspection, the Firm shall coordinate with the FPUA Designated Representative for access. The Firm is not authorized to access the Project Site at any time unless accompanied by the FPUA.

8.2 Representatives. FPUA hereby designates John Biggs, P.E. as FPUA's Designated Representative pursuant to Section 5 of the Contract. Firm acknowledges and understands that it is an independent contractor in its relationship with FPUA. Firm hereby designates Mathew O'Conner, P.E. as Firm's Designated Representative pursuant to Section 1 of the Contract.

Section 9 – Insurance. Firm shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Firm and conforming to the minimum requirements set forth in the Contract. All requirements of this section shall be approved by FPUA.

Section 10 – Commencement and Term. Firm shall commence upon written Notice to Proceed and end upon final completion of the work and written acceptance by FPUA.

Section 11 – Level of Service.
FPUA shall have the right to terminate this Authorization by giving Firm thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. FPUA will determine in its sole judgment what constitutes a satisfactory level of service.

Section 12 – Other Provisions. In the event of a conflict between the Contract, this Specific Authorization and the Proposal, the terms of the Contract shall supersede and take precedence, followed by this Specific Authorization, and then the Proposal. All applicable portions of the Contract not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

SIGNATURE PAGE FOLLOWS

to execute this Specific Authorization on the date set forth below.

FORT PIERCE UTILITIES AUTHORITY

Board Chair

Date

ATTEST:

Board Secretary

APPROVED AS TO LEGAL FORM:

FPUA General Counsel

DEWBERRY ENGINEERS, INC.

Signature

Matthew O'Connor

Printed Name

Assoc. Vice President

Title

5/20/2026

Date

Exhibit A

Fort Pierce Utilities Authority

Upsize Glenview Avenue/Edward Road Force Main Project

Scope of Work – Design and Construction Services (April 2026)

I. BACKGROUND

Fort Pierce Utilities Authority (FPUA) has identified the need for upsizing the existing Glenview force main within their service area with most of the route along Edwards Road. The project includes installing approximately 11,250 LF of force main to parallel the existing force and connect between two existing lift stations. The most recent information estimates the diameter required by the new force main to be 12-inch. This pipe diameter selection is based on using ductile iron or PVC for the pipe material. This project will include evaluating upsizing the pipe in locations where HDPE is chosen for the pipe material.

II. SERVICES

Task 01 – Project Management

This task consists of overall management of the project including contract administration, budget management, schedule management, invoicing, status reports, and coordination with Fort Pierce Utilities Authority and subconsultants.

Deliverables: Monthly progress reports.

Task 02 – Data Request, Collection and Review

DEWBERRY will coordinate a data collection kick-off meeting with Fort Pierce Utilities Authority staff to collect available data pertaining to the existing utilities and any easements within project boundaries. DEWBERRY will contact the communication companies to request as-built drawings. DEWBERRY will contact the City and County for any roadway or drainage as-builts in the area. DEWBERRY will review the material provided and incorporate as needed in the project files. DEWBERRY will perform data collection/site visit, collect system As-Built drawings, and walk the proposed pipeline corridors.

This task assumes that the Fort Pierce Utilities Authority will provide the following:

1. PDF, GIS (Geographical Information Systems), and/or CAD as-builts of the existing utilities owned by FPUA;
2. Latest version of the Fort Pierce Utilities Authority Design Standard Specifications, and Standard Details.
3. Preliminary Design Report by others establishing the final Glenview force main size (diameter), system capacity validation and hydraulic modeling and analyses.
4. Construction Documents for related project elements by others, e.g. force main connections at pump stations.

Deliverables: Data request summary.

Task 03 - Topographic Survey

Survey will be provided in accordance with the scope prepared by CivilSurv which consists of the following:

The Survey shall adhere to the Minimum Technical Standards as set forth by the Board of Surveyors and Mappers pursuant to Rule 5J-17 of the Florida Administrative Code.

- Horizontal datum shall be based on the East Zone of the Florida State Plane Coordinate System.
- Have 8 vertical control points for future construction. Vertical datum will be dependent on nearest vertical control to project.
- Provide cross sections at 50' intervals
- Locate trees (>6" DBH), shrubs etc.
- Locate all visible above ground improvements, striping, culverts etc. within the Right-of-Way
- Locate existing utilities including inverts, pipe sizes etc. if obtainable
- Spot elevations at 50' intervals including intermediate highs and lows

Deliverables: Topographic Survey.

Task 04 - Subsurface Utility Investigation Engineering Services

We will perform Subsurface Utility Engineering (SUE) investigation within the limits of your project using the methods and procedures outlined below.

Per Florida Statutes, we will place a Sunshine One Call request to have the subsurface utilities marked on the ground by the subsurface utility owner or their representatives. During the call we will provide the project limits and other important information necessary for the response to this call. We will also coordinate with the utility representatives, in the field, to clarify the project limits and our scope of work.

Once this has been accomplished, and in compliance with the two (2) business day waiting period, we will begin our SUE activity.

We will then verify the subsurface utility markings made by the utility company representatives using the American Society of Civil Engineers (ASCE) "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data".

SUE Quality Level "B"
Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.

Through the use of electronic radio wave measuring devices and ground penetrating radar, we will verify and expand on the markings made as a result of the Sunshine One Call made for this project. This investigative tool is applicable to conductive, "toneable" subsurface utilities only. We are unable to designate subsurface utilities such as Polyvinylchloride (PVC) pipe. We will attempt to identify non-conductive subsurface utilities through direct non-invasive subsurface utility vacuum excavation. No guarantee can be made that all subsurface utilities will be identified within the project limits. The resulting information will then be surveyed using the project survey control and performed to the Standards of Practice as set forth in Florida Statutes 61G17-6.

SUE Quality Level “A”
Precise horizontal and vertical location of subsurface utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, at the specific point at which the test holes are made.

We will then attempt to obtain from the exposed utility the size, type and measurement down to the subsurface utility. Minimally intrusive soft vacuum excavation equipment will be used to reduce the potential for subsurface utility damage. We will perform thirty (30) test hole locations using the methods listed above. No guarantee can be made that all subsurface utilities will be identified within the project limits. The resulting information will then be surveyed using the project survey control and performed to the Standards of Practice as set forth in Florida Statutes 61G17-6.

Deliverables: SUE Data.

Task 05 - Environmental (stream and wetland delineations, buffer review) Services

Biological Site Assessment (Wetlands and Protected Species)

DEWBERRY will conduct a review of available public documents, including aerial photographs, United States Geological Service (USGS) Quadrangle maps, Soils Maps, National Wetland Inventory (NWI) Maps, et cetera to determine the potential for wetlands or surface waters on the approximately 11,250 (2.1-mile) project route and approximately 25-foot immediately adjacent areas as part of the project site evaluate their condition. We will field review the proposed force main project site from the information provided and surrounding area. We will assess the environmental regulatory involvement based on the proposed site plan and scope of work to determine the extent of local, state, and federal regulation that may apply.

DEWBERRY will conduct general preliminary surveys of the project site to determine the occurrence, or potential for occurrence of protected species, such as listed as threatened, endangered, or species of special concern by the Florida Fish and Wildlife Conservation Commission (FWC) or the US Fish and Wildlife Service (USFWS). We will utilize the FWC / Fish and Wildlife Research Institute (FWRI) online wildlife database to obtain the latest data on any nearby eagle nest(s), wading bird rookery, and other applicable protected species. Results of this review will include details of the regulatory implications associated with each species which may potentially utilize the site.

DEWBERRY will prepare a narrative assessment of general site conditions and provide you with an approximate global positioning system (GPS) location of any wetland limits on a color aerial, as well as the general location of each occurrence of any protected species encountered, i.e. gopher tortoise or its burrow. Our review will provide a critical evaluation of potential environmental issues that could affect the ability to construct and mitigation options available as applicable in the event wetland or species impacts are anticipated. The review will also include consideration of existing permits from applicable environmental regulatory agencies, and will analyze how such permits may affect the proposed project. This task does not include the permitting of impacts since the scope of that effort cannot be defined until the issue is raised, options are evaluated, and a course of action is selected. The scope and budget for such permitting will be addressed through an Authorization for Additional Services, if necessary.

Deliverables: The findings from the above efforts will be summarized in an environmental write-up with associated maps and Project GPS Data.

Task 06 - Geotechnical Explorations Scope

DEWBERRY will subcontract with a geotechnical firm to execute a program of subsurface investigation to determine the soil conditions along the pipe route. Investigation will begin with a review of soil information from the "Soil Survey of St. Lucie County, Florida: published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service. Field work will include sampling and field testing consisting of ten (10) Standard Penetration Test (SPT) Borings to a depth of 25 feet below the ground surface along the force-main alignment. The SPT soil sampling will be performed in accordance with the American Society for Testing and Materials (ASTM) test designation D-1586. Typically, SPT resistance N-values will be taken continuously to a depth of 10 feet and on 5-foot intervals thereafter. The geotechnical investigation will also include:

- Measure Groundwater Table (GWT) levels.
- Classify and stratify the soil samples encountered in accordance with the American Association of State Highway Transportation Officials (AASHTO) Soil Classification System.
- Conduct laboratory testing on select soil samples to confirm the visual classification and estimate engineering properties. It is anticipated that the following tests will be performed.
    - Single Sieve Grain Size Analysis Tests
    - Atterberg Limits Tests
    - Organic Content Tests
    - Natural Moisture Content Tests

At the conclusion of the field and laboratory work, the Consultant will prepare a geotechnical report that summarizes the course of study pursued, the field data generated, laboratory test results, subsurface conditions encountered and geotechnical recommendations.

Deliverables: Geotechnical Report

Task 07 – Design Documents

It is anticipated that the construction of the pipeline will be done by an FPUA on-call contractor. DEWBERRY will progress the design to the point sufficient for FPUA to provide the design documents to the contractor for pricing. The first submission (30% Design) will use GIS data and utility coordination to finalize the pipe route with FPUA. The second submission (60% Design) will provide a more detailed submission of the installation drawings and specifications. The final submission (100% Design) will provide design documents sufficient for contractor pricing and execution of the construction.

30% Design: DEWBERRY will prepare a design submission that will include considerations for the pipeline horizontal alignment, road crossings, and potential utility conflicts. This submittal will also include a recommendation for installation methods throughout the alignment. The design effort will begin with a field walk-through of the route with FPUA. Data will be compiled in GIS with plan view drawings created over an aerial. DEWBERRY will hold a review meeting with Fort Pierce Utilities Authority to discuss these recommendations. Once comments on these recommendations are finalized DEWBERRY will proceed to the 60% Design.

60% Design: DEWBERRY will prepare a design submission based on design and material standards, construction notes, details, and specifications provided by the Fort Pierce Utilities Authority. DEWBERRY will also prepare and submit design deliverables to include:

- Pipeline horizontal alignment (plan)
- Pipeline vertical alignment (profile)
- Location of other known utilities in conflict with proposed alignment
- Show limits of existing right-of-way

100% Design: DEWBERRY will prepare and submit a design deliverable that will incorporate previous comments received and advance the submission to a biddable set of drawings and specifications. The submittal shall include:

- Incorporated 60% review comments
- Final pipe horizontal and vertical alignment on plan and profile drawings
- Conflict resolution with other known utilities in the corridor
- Electronic submission of documents

Typical 30% (Preliminary Design), 60% (Intermediate Design) and 90%/100% (Final Design) content for pipeline plans and profiles, general drawings and ESC are shown below.

General Drawing Content		30%	60%	90/100%
	Location and Vicinity Map	Finished		
	List of Drawings	Advanced	Finished	
	Pipeline Key Plan	Advanced	Finished	
	List of Symbols	Finished		
	List of abbreviations	Finished		
	Design Criteria	Started		
	Piping Schedule	Preliminary	Finished	
Pipeline Plans				
	Existing Topographical Features	Started	Finished	
	Existing subsurface piping and structures	Started	Finished	
	Existing utility data	Advanced	Finished	
	Street, physical feature names (creeks, rivers, etc.)	Finished		
	Survey control points located on plan view			
	Construction access points and staging areas	Started	Finished	
	Geotechnical bore hole/test pit locations		Finished	
	Pipeline bend and fitting coordinates shown in plan view		Finished	
	New improvements		Advanced	Finished
	New piping showing coordinates, sizes, materials	Preliminary	Finished	
	Pipe stationing and tick marks	Advanced	Finished	
	Cross reference to details	Preliminary	Advanced	Finished
	Pipe bend information and angle callouts	Advanced	Finished	
	Pipeline Standard Details	Advanced	Finished	
	Pipeline Details	Preliminary	Advanced	Finished
Pipeline Profiles				
	Existing Ground line	Started	Advanced	Finished
	New finished grade	Started	Advanced	Finished
	New pipe showing inverts, crown and manholes/structures	Preliminary	Advanced	Finished

	Stations at all pipe angles points, appurtenances, inlets, outlets and any other items necessary for fabrication and installation	Preliminary	Finished	
	Appurtenances (i.e. air releases, valves, couplings, meters, etc.	Preliminary	Advanced	Finished
	Pipe slopes	Preliminary	Advanced	Finished
	Define special bedding conditions		Advanced	Finished
	Pipe material classifications, including pipe size, service, material callouts	Advanced	Finished	
	Concrete encasements where needed		Advanced	Finished
	Casings where needed including casing data	Advanced	Finished	
	Special pipe supports, anti-seep collars, etc. where needed		Advanced	Finished
	All underground interferences	Advanced	Finished	
	Detail references specific to construction of pipe		Advanced	Finished
	Match line and match line data	Advanced	Finished	
	Define surface restoration requirements		Advanced	Finished
Erosion control				
	Erosion Control Notes and Symbols	Started	Preliminary	Finished
	Erosion Control Standard Details		Advanced	Finished

DEWBERRY will hold a design review meeting with the project team after the design submittal.

Deliverables: Route Analysis Submittal, Preliminary Design Submittal to include drawings and specifications.

Task 08 – Permitting

Permit Preparation

DEWBERRY will prepare, assemble, and submit application packages for the permits listed below. These packages will include application forms, narratives, plans, exhibits and other supporting documentation. DEWBERRY will coordinate with the Fort Pierce Utilities Authority to obtain documentation required as part of these permit applications, particularly, ownership documentation, and other such information. DEWBERRY will also prepare and assemble application packages for the Fort Pierce Utilities Authority to submit to the following:

- FDEP Application for Constructing a Domestic Wastewater Collection/Transmissions System 62-604.300(3)(a)
- St. Lucie County (Right-of-Way Permit)
- FDOT Right of Way Utilization Permit
- Florida East Coast Railway Utility License

Please be aware that this project will require compliance under the National Pollutant Discharge Elimination System (NPDES) program administered by the FDEP. This task does not include the preparation of a Stormwater Pollution Prevention Plan (SWPPP) or filing a Notice of Intent (NOI) for site coverage under the NPDES program.

All application and permitting fees for the various agencies have not been accounted for in this work authorization and to be paid by the Fort Pierce Utilities Authority. Tasks included in this scope assume that no wetlands are present on sites being impacted.

Deliverables: Completed and signed applications for FDEP, FDOT, St. Lucie County, Florida East Coast Railway.

Permit Processing

DEWBERRY will assist you in processing the permit applications through the regulatory agencies named above. DEWBERRY will coordinate with the agencies to expedite receipt of agency comments. DEWBERRY will provide additional technical information and supporting documentation to facilitate the processing of the permit applications. DEWBERRY will keep the Fort Pierce Utilities Authority informed of the application status, comments from the agencies, and the proposed responses. DEWBERRY will forward all substantive comments regarding legal documentation to the Fort Pierce Utilities Authority. This fee is based on up to two (2) responses to comments for St. Lucie County, FDOT, Florida East Coast Railway, and FDEP permits listed above.

Task 09 – Cost Management

A. Provide a preliminary evaluation of the costs to construct the planned facilities using conceptual estimating techniques (Cost Model) Discuss this initial review of the Budget with the Owner.

B. Update the Cost Model with supporting data for review by the Owner at the following intervals:

1. Completion of 60% design documents and approval by the Owner.

2. Completion of 100% design documents by the Designer and approval by the Owner.

C. Prepare an updated line-item Cost Model based to include a line item for each anticipated Work Package, as well as line items for Final Design and Permitting Cost, Construction Support Costs, Design-Builder's Fee and Design Builders Contingency Allowances, and other costs, if any, that will be incorporated into the GMP for the Project.

D. Assess current construction market to determine risk associated with the Cost Model. Report the cost of various design and construction alternatives to the Owner, including assumptions in preparing its analysis, a variance analysis between budget and preliminary Budgets, and recommendations for any adjustments to the Cost Model. Consider costs relating to efficiency, usable life, maintenance, energy, and operation as part of the cost analysis.

E. Notify the Owner immediately if any estimated construction cost will cause the projected GMP to exceed the Cost Model. Make appropriate recommendations if cost projections exceed the Cost Model.

Task 10 – Time Management

A. Provide a preliminary master schedule for the Project. Incorporate the Owner’s preliminary schedule (including milestone and completion dates) and the schedule for design into the preliminary master schedule. Include allowances for reasonable periods required for the review and approval of

items by the Owner, and for approvals of governmental authorities having jurisdiction over the Project, and any needed early procurement of materials or equipment. Prepare the preliminary master schedule in a way that the detailed construction schedule can be incorporated into the master schedule as the Project becomes more defined.

B. Identify critical design Milestones that must be met to keep the Project on schedule. Coordinate and integrate the preliminary project schedule with the services and activities of the Owner and Design-Builder. Update the preliminary project schedule as design develops to indicate proposed activity sequences and durations, Milestone dates for receipt and approval of pertinent information, submittal of a GMP Proposal, preparation and processing of Shop Drawings and Samples, delivery of materials or equipment requiring long-lead time procurement, and the Owner's performance testing, commissioning and training requirements

C. Make appropriate recommendations to the Owner preliminary project schedule updates indicate that previous schedules may not meet target milestones and completion dates.

D. Revise the master schedule, subject to Owner's approval, when the GMP is established to establish substantial and final completion dates.

Task 11 – Limited Construction Support Services

DEWBERRY will perform the following services during construction phase:

1) Attend an in-person pre-construction conference to be held by FPUA.
2) Receive and review material submittals and shop drawings for up to Ten (10) material submittals by the contractor. DEWBERRY will coordinate submittal reviews with FPUA for final comments and forward final responses to the contractor.
3) Assist in resolving conflicts and other design issues during construction by addressing and responding to up to Eight (8) Requests for Information (RFI).
4) Attend a monthly construction progress meeting for the duration of construction. This task includes up to Seven (7) construction progress meetings.
5) Assist FPUA in reviewing and responding to up to Three (3) change orders.
6) Review and respond to up to Seven (7) payment applications by the contractor.
7) Conduct up to Five (5) site visits during the construction phase. These site visits may include a final project punch list walk-through with the FPUA and the contractor.
8) Coordinate with FPUA and contractor to obtain As-Built, QA/QC and review information provided by the contractor, including As-built plans and asset tables, and provide comments as necessary prior to final payment.
9) Prepare Record Drawings per FPUA's specifications and based on As-Built information and asset tables provided by the contractor. As-built information will be submitted in AutoCAD, and PDFs.

10) Grant Funding Compliance: DEWBERRY will work with FPUA and their contractor to ensure compliance with funding-related requirements, such as certified payroll, labor standards interviews, etc. for up to 8 months after contractor bid is awarded. DEWBERRY will work with FPUA and their contractor to complete reporting requirements, such as the labor standards interview forms, statement of prime contractor forms, etc. DEWBERRY will respond to six requests for clarification from the state or regulatory authorities.

Deliverables: Submittals/RFI Responses, Punch List, Record Drawings.

III. PROJECT ASSUMPTIONS

The following are applicable project assumptions in addition to assumption noted within the details of each task above.

1. Hydraulic Analysis for line sizing including but not limited to pumping system head curves is by others
2. Cathodic Protection design is not included or anticipated.
3. Lift station upgrades are not anticipated in this project.
4. Contaminated Soils Survey, Determination, Review, or Remediation Design/Specifications is not included
5. Floodplain Modeling and any associated FEMA CLOMR/LOMR Permitting is not included or anticipated
6. Easement acquisition is not included

IV. ADDITIONAL SERVICES NOT INCLUDED

The following services are not included in this scope of work. If the following services are determined to be necessary, a separate task authorization will be required.

1. Public involvement
2. Hydraulic Modeling
3. Standard Details

V. COMPENSATION

Compensation for Tasks 1 through 11 will be based on a lump sum cost of $386,461.21 plus an owner's contingency of $20,000 for a total of $406,461.21. The owner's contingency is only to be used upon written authorization from FPUA. Attachment 1 provides the details of the budget estimate.

VI. SCHEDULE

DEWBERRY will proceed with the services identified herein immediately upon receipt of an executed Supplemental Agreement from the Authority.

AGENDA ITEM NO. D.11

Fort Pierce Utilities Authority Board

Board Submission Report

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

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

FROM: Calvin Daniels, Public Affairs & Sustainability

DATE: June 2, 2026

SUBJECT: FPUA Monthly Community Activities Calendar for June - July 2026

PRESENTER(S): Calvin Daniels

RECOMMENDATION:
For Information Only

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

STRATEGIES: Organizational Development - Communication

FINANCIAL IMPACT:
N/A

ALTERNATIVES (IF ANY):
N/A

ATTACHMENTS:
June-July Event Calendar.pdf
June-July FPUA Activities list.pdf

JUNE

2026

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2 FPUA Board Meeting 4:00pm	3 Utility Advisory Committee Meeting 4:00 pm	4	5 Safety Appreciation Lunch @ Foster Yard 11AM-1PM	6
7	8	9	10	11	12 Manatee Center Lunch & Learn 12 PM-1 PM	13 Community Clean-up 8:30AM-12:00PM
14	15 National Electricity Day	16 FPUA Board Meeting 1:00pm @ ESC	17	18	19 FPUA Offices Closed Juneteenth Celebration 12-8PM	20
21 Father's Day	22	23	24	25	26	27
28	29	30				

JULY

2026

SUN	MON	TUE	WED	THU	FRI	SAT
			1 Utility Advisory Committee Meeting 4:00 pm	2	3 FPUA Offices Closed in observance of Independence Day	4 Independence Day Stars Over St. Lucie Fireworks 6PM
5	6	7 FPUA Board Meeting 4:00PM	8	9	10 Food Truck Friday at FPUA Admin 11am-2PM Manatee Center Lunch & Learn 12 PM-1 PM	11
12	13	14 FMEA Annual Conference	15	16	17	18
19 World of IMPACT Back to School Drive @ Dreamland Park 1PM	20	21 FPUA Board Meeting 4:00PM	22	23	24	25
26	27	28	29	30	31	

FPUA
COMMUNITY PROUD

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

June and July 2026 Activities

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



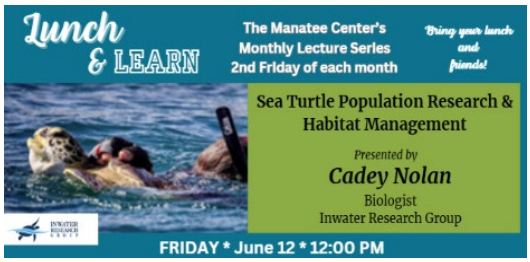
June 2: Regularly scheduled **FPUA Board Meeting** 4:00pm at City Commission Chambers

June 3: **Utility Advisory Committee** monthly meeting at 4:00pm at Energy Services Center, 1701 S 37th St.

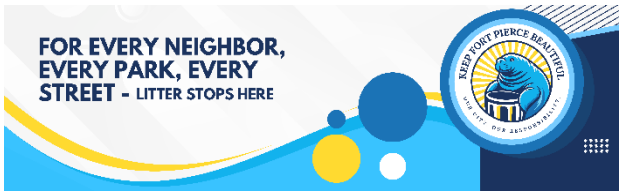
June 5: **Safety Appreciation Lunch** is a Thank You! to FPUA employees for making safety a priority, every day. 11am-1PM at Foster Yard (Just south of Energy Services Center at 1701 S 37th St.) Featuring delicious food from Think Greek and Big Worms BBQ. In celebration of the milestone of 20 years of partnership, Boys & Girls Clubs of St. Lucie County will be providing dessert and express thanks for the service of FPUA employees in helping the youth of St. Lucie County.



June 12: **Manatee Center's Monthly Lecture Series**: **Lunch & Learn**. Sea Turtle Population Research & Habitat Management presented by Cadey Nolan, biologist with Inwater Research Group. 12:00PM at Fort Pierce Yacht Club.



June 13: Join FPUA staff for a **quarterly community clean up at Museum Pointe Park**. 8:30AM-12:00PM. To volunteer contact Veronica Combs at (combs@fpua.com).



Reliable Public Power Provider

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

2024 BEST places to work ST. LUCIE COUNTY

June 16: **Budget Workshop** immediately followed by Regularly scheduled **FPUA Board Meeting** 1:00 pm at Energy Services Center, 1701 S 37th Street for Budget Workshop

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

June 19: FPUA sponsors the **Juneteenth Celebration**, 12pm-8pm, Riverwalk Center/Veterans Memorial Park.



July 1: **Utility Advisory Committee** monthly meeting at 4:00pm at Energy Services Center, 1701 S 37th St.

July 3: **FPUA offices closed** in observance of Independence Day.



July 4: FPUA partners with Mainstreet Fort Pierce and City of Fort Pierce as sponsors of **Stars Over St. Lucie** on Saturday July 4, 2026, at 6PM in Marina Square. FPUA will have the giant American Flag proudly displayed. **Fireworks** will light up the sky in Downtown Fort Pierce along the beautiful waterfront for a magical extravaganza starting at **9PM**.

July 7: Regularly scheduled **FPUA Board Meeting** 4:00pm at City Commission Chambers

July 10: **Food Truck Fridays:** 11:00AM-2:00PM at FPUA Administrative Offices

July 10: **Manatee Center's Monthly Lecture Series**: **Lunch & Learn**. The monthly Lunch & Learn Lecture Series features engaging guest speakers and local experts on topics related to the Indian River Lagoon, wildlife, and conservation. 12:00PM at Fort Pierce Yacht Club.



July 14-16: **Florida Municipal Electric Association Annual Conference**: The summer highlight for the Florida Public Power Community. Florida's leading elected officials and decision-makers from public power utilities for an enriching three-day event filled with insightful speakers and valuable networking opportunities, all aimed at tackling the pressing challenges of our industry. Rachel Tennant will participate in a panel discussion on citizen advisory committees.

July 19: FPUA sponsors the **World of IMPACT Back to School Drive** at Dreamland Park beginning at 1PM.

July 21: Regularly scheduled **FPUA Board Meeting** 4:00pm at City Commission Chambers

AGENDA ITEM NO. E.1

Fort Pierce Utilities Authority Board

Board Submission Report

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

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

FROM: Shane Ostrander, Water/Wastewater Engineering

DATE: June 2, 2026

SUBJECT: FDOT Utility Work Agreement 438379-5-56-01 Kings Hwy South of Angle to Commercial Circle

PRESENTER(S): Shane Ostrander

RECOMMENDATION:

Approve the Utility Work by Highway Contractor Agreement with FDOT for SR 713 (Kings Highway) Improvements from South of Angle Road to North of Commercial Circle.

SUMMARY/SUPPORTING INFORMATION:

The Florida Department of Transportation (FDOT) is undertaking a project to widen SR 713 Kings Highway from south of Angle Road to north of Commercial Circle. As part of this work, the relocation of the existing water and force main utilities owned by Fort Pierce Utilities Authority (FPUA) within the project limits at Kings Highway and Angle Road is required to accommodate the roadway improvements.

To streamline construction and reduce the risk of conflicts between contractors, FPUA proposes to enter into a Utility Work by Highway Contractor Agreement with FDOT. Under this agreement, the utility relocation work will be incorporated into FDOT's construction contract and performed by the highway contractor.

Incorporating the utility work into FDOT's contract is expected to minimize overall project costs through competitive bidding, reduce the potential for construction delays and associated claims that may arise from multiple contractors operating within the same project limits, and improve coordination and scheduling efficiency by having a single contractor responsible for both roadway and utility improvements.

If, upon bid opening, construction costs exceed FPUA's internal unit price estimates, FPUA retains the option to terminate the agreement and complete the work using our own unit price contractor.

Staff is requesting approval of the Utility Work by Highway Contractor Agreement in the amount of $3,285,945.60, with funding to be included in the FY 2027 - FY 2031 Capital Improvement Plan.

STRATEGIES: Growth - Major Capital Projects

FINANCIAL IMPACT:
The project will be funded by Rates and Capital Improvement Charges in the FY 2027 - FY 2031 Capital Improvement Plan.

ALTERNATIVES (IF ANY):
None for performing the work as it is required by right-of-way permitting.

FPUA could elect to complete the utility relocation work using our Unit Price Contractor, but it may increase the risk of construction conflicts and project delays, due to reduced coordination with FDOT's roadway contractor.

ATTACHMENTS:
438379-5-56-01 FPUA W&WW UWHCA Quantities_2025-07-18.pdf
438379-5-56-01_UWHCA_At_Utility Expense_FPUA.pdf

UTILITY WORK TO BE PERFORMED BY FDOT CONTRACTOR

FPID # 438379-5-56-01

Fort Pierce Utilities Authority W/WW - SR-713/Kings Hwy from S of Angle Rd. to N of Commercial Circle

Item No.	Description	Unit	Quantity	Current Average Unit Cost	Total Cost
	WATER				
1050 31208	UTILITY PIPE- POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 8"	LF	175	$ 100.00	$ 17,500.00
1080 24108	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 8"	EA	2	$ 4,300.00	$ 8,600.00
1080 29108	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 8"	EA	14	$ 800.00	$ 11,200.00
1055 31108	UTILITY FITTINGS FOR PVC PIPE, FURNISH AND INSTALL, ELBOW, 8"	EA	1	$ 850.00	$ 850.00
1050 41212	UTILITY PIPE- POLYETHYLENE, FURNISH & INSTALL, WATER/SEWER, 12"	LF	678	$ 125.00	$ 84,750.00
1050 31212	UTILITY PIPE- POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 12"	LF	4937	$ 150.00	$ 740,550.00
1080 24112	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 12"	EA	7	$ 7,000.00	$ 49,000.00
1080 29112	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 12"	EA	95	$ 800.00	$ 76,000.00
1055 31112	UTILITY FITTINGS FOR PVC PIPE, FURNISH AND INSTALL, ELBOW, 12"	EA	16	$ 2,000.00	$ 32,000.00
1055 31212	UTILITY FITTINGS FOR PVC PIPE, FURNISH AND INSTALL, TEE, 12"	EA	3	$ 3,000.00	$ 9,000.00
1055 31312	UTILITY FITTINGS FOR PVC PIPE, FURNISH AND INSTALL, REDUCER, 12"	EA	1	$ 1,300.00	$ 1,300.00
1644300	FIRE HYDRANT, INSTALL	EA	6	$ 10,000.00	$ 60,000.00
1050 41202	UTILITY PIPE- POLYETHYLENE, FURNISH & INSTALL, WATER/SEWER, 2"	LF	200	$ 60.00	$ 12,000.00
1050 42103	UTILITY PIPE- HIGH DENSITY POLYETHYLENE, FURNISH & INSTALL, CASING/CONDUIT, 3"	LF	145	$ 350.00	$ 50,750.00
1080 32101	UTILITY FIXTURE- SAMPLE POINT, FURNISH & INSTALL, 1"	EA	9	$ 1,300.00	$ 11,700.00
1050 16004	UTILITY PIPE,REMOVE & DISPOSE, 8-19.9"	LF	200	$ 50.00	$ 10,000.00
1050 15004	UTILITY PIPE, ADJUST/MODIFY, 8 - 19.9"	LF	4200	$ 125.00	$ 525,000.00
	WASTEWATER				
1050 41208	UTILITY PIPE- POLYETHYLENE, FURNISH & INSTALL, WATER/SEWER, 8"	LF	669	$ 140.00	$ 93,660.00
1050 31208	UTILITY PIPE- POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 8"	LF	4989	$ 100.00	$ 498,900.00
1080 24108	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 8"	EA	8	$ 4,300.00	$ 34,400.00
1080 29108	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 8"	EA	95	$ 800.00	$ 76,000.00
1055 31108	UTILITY FITTINGS FOR PVC PIPE, FURNISH AND INSTALL, ELBOW, 8"	EA	23	$ 850.00	$ 19,550.00
1055 31208	UTILITY FITTINGS FOR PVC PIPE, FURNISH AND INSTALL, TEE, 8"	EA	2	$ 1,750.00	$ 3,500.00
1055 31508	UTILITY FITTINGS FOR PVC PIPE, FURNISH AND INSTALL, CAP/PLUG, 8"	EA	1	$ 1,500.00	$ 1,500.00
1050 31206	UTILITY PIPE- POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 6"	LF	165	$ 90.00	$ 14,850.00
1080 26102	UTILITY FIXTURE, VAC/AIR ASSEMBLY, FURNISH & INSTALL 2"	EA	2	$ 8,160.00	$ 16,320.00
1050 15003	UTILITY PIPE, ADJUST/MODIFY, 5 - 7.9"	LF	1250	$ 80.00	$ 100,000.00
1050 15004	UTILITY PIPE, ADJUST/MODIFY, 8 - 19.9"	LF	3000	$ 125.00	$ 375,000.00
Subtotal					**$ 2,933,880.00**
	UWHCA ITEMS:				
	Contigency (10% of subtotal)	LS	10%		$ 293,388.00
	CEI	LS	2%		$ 58,677.60
			Total Cost		$ 3,285,945.60

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT UTILITY EXPENSE)

Financial Project ID: 438379-5-56-01	**Federal Project ID: N/A**
Financial Project ID:	
Financial Project ID:	
Financial Project ID:	
County: St. Lucie	**State Road No.: 713**
District Document No: N/A	
Utility Agency/Owner (UAO): Fort Pierce Utilities Authorities	

THIS AGREEMENT, entered into this _____ day of_____, year of_____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**", and **Fort Pierce Utilities Authorities**, hereinafter referred to as the "**UAO**";

WITNESSETH:

WHEREAS, the **FDOT**, is constructing, reconstructing, or otherwise changing a portion of a public road or publicly owned rail corridor, said project being identified as SR-713/Kings Highway S. of Angle Road to North of Commercial Circle, State Road No.: 713, hereinafter referred to as the "Project"; and

WHEREAS, the **UAO** owns or desires to install certain utility facilities which are located within the limits of the Project hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, installed, or placed out of service pursuant to this Agreement); and

WHEREAS, the Project requires the location (vertically and/or horizontally), protection, relocation, installation, adjustment or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, the **FDOT** and the **UAO** desire to enter into a joint agreement pursuant to Section 337.403(1)(b), Florida Statutes for the Utility Work to be accomplished by the **FDOT's** contractor as part of the construction of the Project; and

WHEREAS, the **UAO**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Design of Utility Work

a. **UAO** shall prepare, at **UAO's** sole cost and expense, a final engineering design, plans, technical special provisions, a cost estimate, and a contingency Utility Work Schedule (said contingency schedule to be used in the case of a bid rejection) for the Utility Work (hereinafter referred to as the "Plans Package") on or before N/A, year of ____.

b. The Plans Package shall be in the same format as the **FDOT's** contract documents for the Project and shall be suitable for reproduction.

c. Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and shall include a traffic control plan.

d. The Plans Package shall be prepared in compliance with the **FDOT's** Utility Accommodation Manual and the **FDOT's** Design Manual in effect at the time the Plans Package is prepared, and the **FDOT's** contract documents for the Project. If the **FDOT's** Design Manual has been updated and conflicts with the Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.

e. The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the **FDOT's** guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the **FDOT's** Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or Developmental Specifications of the **FDOT** for the Project.

f. **UAO** shall provide a copy of the proposed Plans Package to the **FDOT,** and to such other right of way users as designated by the **FDOT**, for review at the following stages: Production. Prior to submission of the proposed Plans Package for review at these stages, the **UAO** shall send the **FDOT** a work progress schedule explaining how the **UAO** will meet the **FDOT's** production schedule. The work progress schedule shall include the review stages, as well as other milestones necessary to complete the Plans Package within the time specified in Subparagraph a. above.

g. In the event that the **FDOT** finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph f. above, the **FDOT** will notify the **UAO** in writing of the deficiencies and the **UAO** will correct the deficiencies and return corrected documents within the time stated in the notice. The **FDOT's** review and approval of the documents shall not relieve the **UAO** from responsibility for subsequently discovered errors or omissions.

h. The **FDOT** shall furnish the **UAO** such information from the **FDOT's** files as requested by the **UAO**; however, the **UAO** shall at all times be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities. The providing of information by the **FDOT** shall not relieve the **UAO** of this obligation nor transfer any of that responsibility to the **FDOT**.

i. The Facilities and the Utility Work will include all utility facilities of the **UAO** which are located within the limits of the Project, except as generally summarized as follows: Everything not specifically included in the scope of service. These exceptions shall be handled by separate arrangement.

j. If any facilities of the **UAO** located within the project limits are discovered after work on the project commences to be qualified for relocation at the **FDOT's** expense, but not previously identified as such, the **UAO** shall file a claim with the **FDOT** for recovery of the cost of relocation thereof. The filing of the claim shall not necessarily entitle the **UAO** to payment, and resolution of the claim shall be based on a determination of fault for the error. The discovery of facilities not previously identified as being qualified for relocation at the **FDOT's** expense shall not invalidate this Agreement.

k. The **UAO** shall fully cooperate with all other right of way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the **FDOT**.

l. Upon completion of the Utility Work, the Facilities shall be deemed to be located on the public road or publicly owned rail corridor under and pursuant to the Utility Permit: TBD
(Note: It is the intent of this line to allow either attachment of or separate reference to the permit).

2. Performance of Utility Work

a. The **FDOT** shall incorporate the Plans Package into its contract for construction of the Project.

b. The **FDOT** shall procure a contract for construction of the Project in accordance with the **FDOT's** requirements.

c. If the portion of the bid of the contractor selected by the **FDOT** which is for performance of the Utility Work exceeds the **FDOT's** official estimate for the Utility Work by more than ten percent (10%) and

the **FDOT** does not elect to participate in the cost of the Utility Work pursuant to Section 337.403(1)(b), Florida Statutes, the **UAO** may elect to have the Utility Work removed from the **FDOT's** contract by notifying the **FDOT** in writing within 10 days from the date that the **UAO** is notified of the bid amount. Unless this election is made, the Utility Work shall be performed as part of the Project by the **FDOT's** contractor.

d. If the **UAO** elects to remove the Utility Work from the **FDOT's** contract in accordance with Subparagraph 2. c., the **UAO** shall perform the Utility Work separately pursuant to the terms and conditions of the **FDOT's** standard relocation agreement, the terms and conditions of which are incorporated herein for that purpose by this reference, and in accordance with the contingency relocation schedule which is a part of the Plans Package. The **UAO** shall proceed immediately with the Utility Work so as to cause no delay to the **FDOT** or the **FDOT's** contractor in constructing the Project.

e. The **UAO** shall perform all engineering inspection, testing, and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package, except for the following activities: General Engineering Inspection and will furnish the **FDOT** with daily diary records showing approved quantities and amounts for weekly, monthly, and final estimates in accordance with the format required by **FDOT** procedures.

f. Except for the inspection, testing, monitoring, and reporting to be performed by the **UAO** in accordance with Subparagraph 2. e., the **FDOT** will perform all contract administration for its construction contract.

g. The **UAO** shall fully cooperate with the **FDOT** and the **FDOT's** contractor in all matters relating to the performance of the Utility Work.

h. The **FDOT's** engineer has full authority over the Project and the **UAO** shall be responsible for coordinating and cooperating with the **FDOT's** engineer. In so doing, the **UAO** shall make such adjustments and changes in the Plans Package as the **FDOT's** engineer shall determine are necessary for the prosecution of the Project.

i. The **UAO** shall not make any changes to the Plans Package after the date on which the **FDOT's** contract documents are mailed for advertisement of the Project unless those changes fall within the categories of changes which are allowed by supplemental agreement to the **FDOT's** contract pursuant to Section 337.11, Florida Statutes. All changes, regardless of the nature of the change or the timing of the change, shall be subject to the prior approval of the **FDOT**.

3. Cost of Utility Work

a. The **UAO** shall be responsible for all costs of the Utility Work and all costs associated with any adjustments or changes to the Utility Work determined by the **FDOT's** engineer to be necessary, including, but not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless the adjustments or changes are necessitated by an error or omission of the **FDOT.** The **UAO** shall not be responsible for the cost of delays caused by such adjustments or changes unless they are attributable to the **UAO** pursuant to Subparagraph 4.a.

b. The initial estimate of the cost of the Utility Work is $3,285,945.60. At such time as the **FDOT** prepares its official estimate, the **FDOT** shall notify the **UAO** of the amount of the official estimate for the Utility Work. Upon being notified of the official estimate, the **UAO** shall have five (5) working days within which to accept the official estimate for purposes of making deposits and for determining any possible contribution on the part of the **FDOT** to the cost of the Utility Work, or to elect to have the Utility Work removed from the **FDOT's** contract and performed separately pursuant to the terms and conditions set forth in Subparagraph 2. d. hereof.

c. At least forty-five (45) calendar days prior to the date on which the **FDOT** advertises the Project for

bids, the **UAO** will pay to the **FDOT** an amount equal to the **FDOT's** official estimate; plus _____% for mobilization of equipment for the Utility Work, additional maintenance of traffic costs for the Utility Work, administrative costs of field work, tabulation of quantities, Final Estimate processing and Project accounting (said amounts are to be hereinafter collectively referred to as the Allowances); plus 10% of the official estimate for a contingency fund to be used as hereinafter provided for changes to the Utility Work during the construction of the Project (the Contingency Fund).

d. Payment of the funds pursuant to this paragraph will be made (choose one):

☐ directly to the **FDOT** for deposit into the State Transportation Trust Fund.

☒ as provided in the attached Three Party Escrow Agreement between **UAO**, **FDOT** and the State of Florida, Department of Financial Services, Division of Treasury. Deposits of less than $100,000.00 must be pre-approved by the **FDOT** Comptroller's Office prior to execution of this agreement.

e. If the portion of the contractor's bid selected by the **FDOT** for performance of the Utility Work exceeds the amount of the deposit made pursuant to Subparagraph c. above, then subject to and in accordance with the limitations and conditions established by Subparagraph 2. c. hereof regarding **FDOT** participation in the cost of the Utility Work and the **UAO's** election to remove the Utility Work from the Project, the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT** or prior to posting of the accepted bid, whichever is earlier, pay an additional amount to the **FDOT** to bring the total amount paid to the total obligation of the **UAO** for the cost of the Utility Work, plus Allowances and 10% Contingency Fund. The **FDOT** will notify the **UAO** as soon as it becomes apparent the accepted bid amount plus allowances and contingency is in excess of the advance deposit amount; however, failure of the **FDOT** to so notify the **UAO** shall not relieve the **UAO** from its obligation to pay for its full share of project costs on final accounting as provided herein below. In the event that the **UAO** is obligated under this Subparagraph 3.e. to pay an additional amount and the additional amount that the **UAO** is obligated to pay does not exceed the Contingency Fund already on deposit, the **UAO** shall have sixty (60) calendar days from notification from the **FDOT** to pay the additional amount, regardless of when the accepted bid is posted.

f. If the accepted bid amount plus allowances and contingency is less than the advance deposit amount, the **FDOT** will refund the amount that the advance deposit exceeds the bid amount, plus allowances and contingency if such refund is requested by the **UAO** in writing and approved by the Comptroller of the **FDOT** or his designee.

g. Should contract modifications occur that increase the **UAO's** share of total project costs, the **UAO** will be notified by the **FDOT** accordingly. The **UAO** agrees to provide, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the **FDOT** is sufficient to fully fund its share of the project costs. The **FDOT** shall notify the **UAO** as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the **FDOT** to so notify the **UAO** shall not relieve the **UAO** from its obligation to pay for its full share of project costs on final accounting as provided herein below.

h. The **FDOT** may use the funds paid by the **UAO** for payment of the cost of the Utility Work. The Contingency Fund may be used for increases in the cost of the Utility Work which occur because of quantity overruns or because of adjustments or changes in the Utility Work made pursuant to Subparagraph 2. h. Prior to using any of the Contingency Fund, the **FDOT** will obtain the written concurrence of the person delegated that responsibility by written notice from the **UAO**. The delegatee shall respond immediately to all requests for written concurrence. If the delegatee refuses to provide written concurrence promptly and the **FDOT** determines that the work is necessary, the **FDOT** may proceed to perform the work and recover the cost thereof pursuant to the provisions of Section 337.403(3), Florida Statutes. In the event that the Contingency Fund is depleted, the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT**, pay to the **FDOT** an additional 10% of the total obligation of the **UAO** for the cost of the Utility Work established under

Subparagraph 3. e. for future use as the Contingency Fund.

i. Upon final payment to the Contractor, the **FDOT** intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the **UAO** for a period of three (3) years after final close out of the Project. The **UAO** will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the **FDOT** to the **UAO** in accordance with Section 215.422, Florida Statutes. In the event said final accounting of total project costs is greater than the total deposits to date, the **UAO** will pay the additional amount within forty (40) calendar days from the date of the invoice. The **UAO** agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes, on any invoice not paid within the time specified in the preceding sentence until the invoice is paid.

4. Claims Against UAO

a. The **UAO** shall be responsible for all costs incurred as a result of any delay to the **FDOT** or its contractors caused by errors or omissions in the Plans Package (including inaccurate location of the Facilities) or by failure of the **UAO** to properly perform its obligations under this Agreement in a timely manner.

b. In the event the **FDOT's** contractor provides a notice of intent to make a claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the notice of intent and the **UAO** will thereafter keep and maintain daily field reports and all other records relating to the intended claim.

c. In the event the **FDOT's** contractor makes any claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the claim and the **UAO** will cooperate with the **FDOT** in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the **UAO** and the **FDOT's** contractor shall be in writing, shall be subject to written **FDOT** concurrence and shall specify the extent to which it resolves the claim against the **FDOT**.

d. The **FDOT** may withhold payment of surplus funds to the **UAO** until final resolution (including any actual payment required) of all claims relating to the Utility Work. The right to withhold shall be limited to actual claim payments made by the **FDOT** to the **FDOT's** contractor.

5. Out of Service Facilities

No Facilities shall be placed out of service unless specifically identified as such in the Plans. The following terms and conditions shall apply to Facilities placed Out-of-Service:

a. The **UAO** acknowledges its present and continuing ownership of and responsibility for out of service Facilities.

b. The **FDOT** agrees to allow the **UAO** to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by the **UAO**. In the event of a breach of this Agreement by the **UAO**, the Facilities shall be removed upon demand from the **FDOT** in accordance with the provisions of Subparagraph e. below.

c. The **UAO** shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the **UAO** to use due care in its dealings with others. The **UAO** shall be solely responsible for gathering all information necessary to meet these obligations.

d. The **UAO** shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly respond to information requests of the **FDOT** or other permittees using or seeking use of the right of

way.

e. The **UAO** shall remove the Facilities at the request of the **FDOT** in the event that the **FDOT** determines that removal is necessary for **FDOT** use of the right of way or in the event that the **FDOT** determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. Removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make any claim of any nature whatsoever with regard thereto. Removal shall be completed within the time specified in the **FDOT's** notice to remove. In the event that the **UAO** fails to perform the removal properly within the specified time, the **FDOT** may proceed to perform the removal at the **UAO's** expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.

f. Except as otherwise provided in Subparagraph e. above, the **UAO** agrees that the Facilities shall forever remain the legal and financial responsibility of the **UAO**. The **UAO** shall reimburse the **FDOT** for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in or discharging from the Facilities. Nothing in this paragraph shall be interpreted to require the **UAO** to indemnify the **FDOT** for the **FDOT's** own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the **UAO**.

6. Default

a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

(1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT.**

(2) Pursue a claim for damages suffered by the **FDOT**.

(3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by **FDOT** to third parties.

(4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the **FDOT** or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by **FDOT** to third parties.

(5) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT**.

(6) Pursue any other remedies legally available.

(7) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.

b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:

(1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from the **UAO**.

(2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the **UAO** may have for failure to pay invoices.

(3) Pursue any other remedies legally available.

c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties nor from any statutory obligations that either party may have with regard to the subject matter hereof.

7. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

8. Indemnification

FOR GOVERNMENT-OWNED UTILITIES,

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES,

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement

negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication of judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

9. Miscellaneous

a. Time is of essence in the performance of all obligations under this Agreement.

b. The Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the current Utility Accommodation Manual in effect at the time the Plans Package is prepared and the current utility permit for the Facilities; provided, however, that the **UAO** shall not be obligated to protect or maintain any of the Facilities to the extent the **FDOT's** contractor has that obligation as part of the Utility Work pursuant to the **FDOT's** specifications.

c. The **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.

d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.

e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:
Shane Ostrander, E.I., Environmental Engineer
403 Seaway Drive, Fort Pierce, FL 34949
(772)466-1600 Ext. 3468 | sostrander@fpua.com

If to the **FDOT**:
Kadian McLean, District Utility & VE Administrator
3400 W. Commercial Blvd., Fort Lauderdale, FL 33309
(954)777-4360 | kadian.mclean@dot.state.fl.us

10. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes To Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for

reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document.

You MUST signify by selecting or checking which of the following applies:

☐ No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
☒ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: Fort Pierce Utilities Authorities

BY:(Signature) _____ **DATE:** _____

(Typed Name: _____)

(Typed Title: _____)

Recommend Approval by the District Utility Office

BY: (Signature) _____ **DATE:** _____

FDOT Legal review

BY: (Signature) _____ **DATE:** _____

District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____ **DATE:** _____

(Typed Name: _____)

(Typed Title: _____)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____ **DATE:** _____

(Typed Name: _____)

(Typed Title: _____)

Attachments

1. Exhibit A – Scope of Services
2. Appendix A of Assurances
3. Three-Party Escrow Agreement

EXHIBIT A
Scope of Services
FM No. 438379-5-56-01

The utility work to be performed under this agreement consists of installation, adjustment and replacement of **Fort Pierce Utilities Authority** facilities.

Summary of Quantities

Item No.	Description	Unit	Quantity
	WATER		
1050 31208	UTILITY PIPE- POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 8"	LF	175
1080 24108	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 8"	EA	2
1080 29108	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 8"	EA	14
1055 31108	UTILITY FITTINGS FOR PVC PIPE, FURNISH AND INSTALL, ELBOW, 8"	EA	1
1050 41212	UTILITY PIPE- POLYETHYLENE, FURNISH & INSTALL, WATER/SEWER, 12"	LF	678
1050 31212	UTILITY PIPE- POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 12"	LF	4937
1080 24112	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 12"	EA	7
1080 29112	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 12"	EA	95
1055 31112	UTILITY FITTINGS FOR PVC PIPE, FURNISH AND INSTALL, ELBOW, 12"	EA	16
1055 31212	UTILITY FITTINGS FOR PVC PIPE, FURNISH AND INSTALL, TEE, 12"	EA	3
1055 31312	UTILITY FITTINGS FOR PVC PIPE, FURNISH AND INSTALL, REDUCER, 12"	EA	1
1644300	FIRE HYDRANT, INSTALL	EA	6
1050 41202	UTILITY PIPE- POLYETHYLENE, FURNISH & INSTALL, WATER/SEWER, 2"	LF	200
1050 42103	UTILITY PIPE- HIGH DENSITY POLYETHYLENE, FURNISH & INSTALL, CASING/CONDUIT, 3"	LF	145
1080 32101	UTILITY FIXTURE- SAMPLE POINT, FURNISH & INSTALL, 1"	EA	9
1050 16004	UTILITY PIPE,REMOVE & DISPOSE, 8-19.9"	LF	200
1050 15004	UTILITY PIPE, ADJUST/MODIFY, 8 - 19.9"	LF	4200
	WASTEWATER		
1050 41208	UTILITY PIPE- POLYETHYLENE, FURNISH & INSTALL, WATER/SEWER, 8"	LF	669
1050 31208	UTILITY PIPE- POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 8"	LF	4989
1080 24108	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 8"	EA	8
1080 29108	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 8"	EA	95
1055 31108	UTILITY FITTINGS FOR PVC PIPE, FURNISH AND INSTALL, ELBOW, 8"	EA	23
1055 31208	UTILITY FITTINGS FOR PVC PIPE, FURNISH AND INSTALL, TEE, 8"	EA	2
1055 31508	UTILITY FITTINGS FOR PVC PIPE, FURNISH AND INSTALL, CAP/PLUG, 8"	EA	1
1050 31206	UTILITY PIPE- POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 6"	LF	165
1080 26102	UTILITY FIXTURE, VAC/AIR ASSEMBLY, FURNISH & INSTALL 2"	EA	2
1050 15003	UTILITY PIPE, ADJUST/MODIFY, 5 - 7.9"	LF	1250
1050 15004	UTILITY PIPE, ADJUST/MODIFY, 8 - 19.9"	LF	3000

Financial Project ID: 438379-5-56-01	**Federal Project ID: N/A**
County: St. Lucie	**State Road No.: 713**
District Document No: N/A	
Utility Agency/Owner (UAO): Fort Pierce Utilities Authority	

During the performance of this Agreement, the **Utility Agency Owner (UAO)**, for itself, its assignees and successors in interest **(hereinafter referred to as the UAO)**, agrees as follows:

(1) **Compliance with Regulations:** The **UAO** will comply with the Regulations of the **FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT)** relative to nondiscrimination in Federally-assisted programs of the **DEPARTMENT** (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The **UAO**, with regard to the work performed by it after award and prior to completion of the **UAO** work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors, including procurement of materials or leases of equipment. The **UAO** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A & B of the Regulations.

(3) **Solicitations:** In all solicitations either by competitive bidding or negotiation made by the **UAO** for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the **UAO** of the **UAO's** obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) **"Buy America" Requirements:** The **UAO** will use domestic steel and/or iron products incorporated into the finished work in compliance with the Buy America provisions of 23 CFR 635.410 as amended. As used in this provision, "steel and/or iron products" means manufactured products that are predominately steel and/or iron products and that are not otherwise exempt from Buy America requirements pursuant to rules and regulations of the Federal Highway Administration. As used in this provision, "domestic" means products that are manufactured in the United States which have not undergone any manufacturing process outside of the United States that modified the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through final shaping and coating. If a steel and/or iron product is taken outside the United States for any manufacturing process, it becomes foreign source steel and/or iron products. The **UAO** may incorporate into the finished work foreign source steel and/or iron products as long as the actual cost of such foreign products does not exceed 0.1% of the total amount of this Agreement, or $2,500.00 whichever is greater. The **UAO** will retain documentation verifying compliance with the Buy America provision of this Agreement for a period of 3 years after final payment of the finished work. Upon request, the **UAO** will provide the documentation verifying compliance with the Buy America provision of this Agreement. The **UAO** will provide a certification with the invoice that states the following: "The UAO certifies that all manufactured products that are predominately steel and/or iron are domestic products in compliance with the Buy America provisions of 23 CFR 635.410 as amended except for the foreign source steel and/or iron allowance of 0.1% of the total amount of the agreement between the Florida Department of Transportation and the UAO, or $2,500.00 whichever is greater."

(5) **Information and Reports:** The **UAO** will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **DEPARTMENT** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **UAO** is in the exclusive possession of another who fails or refuses to furnish this information, the **UAO** shall so certify to the **DEPARTMENT** or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(6) **Sanctions for Noncompliance:** In the event of the **UAO's** noncompliance with the nondiscrimination provisions of paragraphs (1) through (4), the **DEPARTMENT** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the Agreement until the **UAO** complies; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(7) **Incorporation of Provisions:** The **UAO** will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The **UAO** will take such action with respect to any subcontract, procurement or lease as the **DEPARTMENT** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the **UAO** becomes involved in, or is threatened with, litigation with a subcontractor, supplier or lessor as a result of such direction, the **UAO** may request the State to enter into such litigation to protect the interests of the State, and, in addition, the **UAO** may request the United States to enter into such litigation to protect the interests of the United States.

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Fort Pierce Utilities Authority ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: SR-713/Kings Highway S. of Angle Road to N. of Commercial Circle
Project #: 438379-1-56-01
County: St. Lucie

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest-bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)	For PARTICIPANT (signature)
Name and Title	Name and Title
59-3024028 Federal Employer I.D. Number	Federal Employer I.D. Number
Date	Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

AGENDA ITEM NO. E.2

Fort Pierce Utilities Authority Board

Board Submission Report

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

THROUGH: Michele Harris, Chief Financial Officer

FROM: Andrea Trasferini-Sloan, Finance

DATE: June 2, 2026

SUBJECT: Status Report on Electric Power Cost Adjustment (PCA) for April 2026

PRESENTER(S): Andrea Trasferini-Sloan

RECOMMENDATION:
Staff is recommending no change to the Power Cost Adjustment (PCA). For information only.

SUMMARY/SUPPORTING INFORMATION:
See attached.

ATTACHMENTS:
AR 2026-04 Board PCA Information April 2026.pdf

BOARD SUBMISSION FORM

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

Department: 21-Department of Finance

Board Meeting Date: **06/02/2026**

Item: X Regular Agenda ____ Consent Agenda

Subject: Status Report on Electric Power Cost Adjustment (PCA) for April 2026

Recommendation:

Staff is recommending no change to the power cost adjustment (PCA). For information only.

Reviewed By Attorney: ____ Yes X No

Funds Available From: X No Funds Needed ____ Budgeted

Approvals:

System Director: Michele Harris

Chief Financial Officer: N/A

Director of Utilities: _____

Fort Pierce Utilities Authority

Memorandum

To:	Javier Cisneros, P.E., Director of Utilities
Through:	Michele Harris, CGFO, Chief Financial Officer
From:	Andrea Trasferini-Slown, Finance Manager
Date:	May 27, 2026
Subject:	**Status Report on Electric Power Cost Adjustment (PCA) for April 2026**

RECOMMENDATION:

Staff is recommending no change to the power cost adjustment (PCA). For information only.

SUMMARY/SUPPORTING INFORMATION:

A portion of the cost of purchased power to FPUA is subject to change based upon the current market price for natural gas. The pre-purchasing of natural gas used in the production of power through FMPA is providing stabilization to the cost of purchased power for FPUA. FPUA is protected from natural gas prices escalations for approximately 75% of our monthly purchases through September 2026 with additional pre-purchase targets of natural gas through FY 2027. In order to further shield our customers from pricing anomalies, staff is currently targeting a Rate Stabilization Fund (RSF) average balance of $10.0M. The amount of the targeted balance was determined based upon the power cost experienced during the hot summer months, operating without the benefit of FMPA's gas futures purchasing practices. This memo and the attached tables and charts will bring you up to date on the preliminary results for April 2026 and include projections of FPUA's power costs through September of 2027.

The PCA, for the month of April was $4.00 per 1,000 KWh. The forecasted rates indicate that the average cost of power sold for the upcoming twelve-month period will be $82.82 per MWh. In April FPUA recovered $83.52 for every 1,000 KWh sold with the average cost sold for the month of $90.35 (preliminary figures). The projections of FPUA's power costs, exhibited in the following graphs and charts, were prepared by Raftelis Financial Consultants (Raftelis), which were, in turn, based upon the most recent forecasts prepared by Florida Municipal Power Agency (FMPA).

Attached is a table of the amount of power cost paid to FMPA and recovered from FPUA's customers each month for the past 24 months. The cost of power purchased from FMPA for the month of April was billed to FPUA at a blended rate of $82.62 for 1,000 KWh, a decrease of $23.55 since this was last reported with the February 2026 results. Preliminary numbers indicate FPUA under-recovered approximately $296,629 from customers for the month of April, bringing the cumulative balance of power costs recovered to an over-recovery of approximately $8,429,129. Also attached is a table of FMPA All-Requirements all-in rate projections vs. actual billings. Projections for the month of April 2026, over the prior 11 months at the 50% confidence level, were an average of .64% more than the actual rate billed.

FMPA's estimate of the cost of purchased power for the upcoming 12 months is projected to increase approximately .25% from the current average rate. Longer term projections can be less certain, and with a narrower fixed margin of pre-purchased levels, the latest projections indicate a 5.99% decrease in the average cost of power purchased, per MWh by the end of fiscal year 2027. Staff has reviewed current projections focusing on the near 12-months with a targeted RSF balance of $10 million, and optimal range of $8 to $12 million. The updated projections from FMPA trend for power costs to decrease through September 2027 with the annual average cost to FPUA per MWh in the $78.00 range.

At this time staff is recommending no change to the Power Cost Adjustment.

Staff will continue to oversee changes to the forecast each month and present updates to the Board, recommending changes that best align with the goals of FPUA.

ALTERNATIVES:

An alternative to this recommendation would be for the Board to consider and approve an adjustment to the PCA.

ATTACHMENTS:

Table of Power Costs Paid and Recovered
Chart of Power Costs Charged and Paid for 1,000KWh
Chart of Power Cost Adjustment (PCA) for 1,000KWh
Table of FMPA All-Requirements All-In Rate Projections vs. Actual – 60% Load Factor
Chart of FMPA All-Requirements All-In Rate Projections vs. Actual – 60% Load Factor
Chart of Projected Power Cost Adjustment Over (Under) Collection
Long-Range Projection of RSF – through September 2026

Fort Pierce Utilities Authority

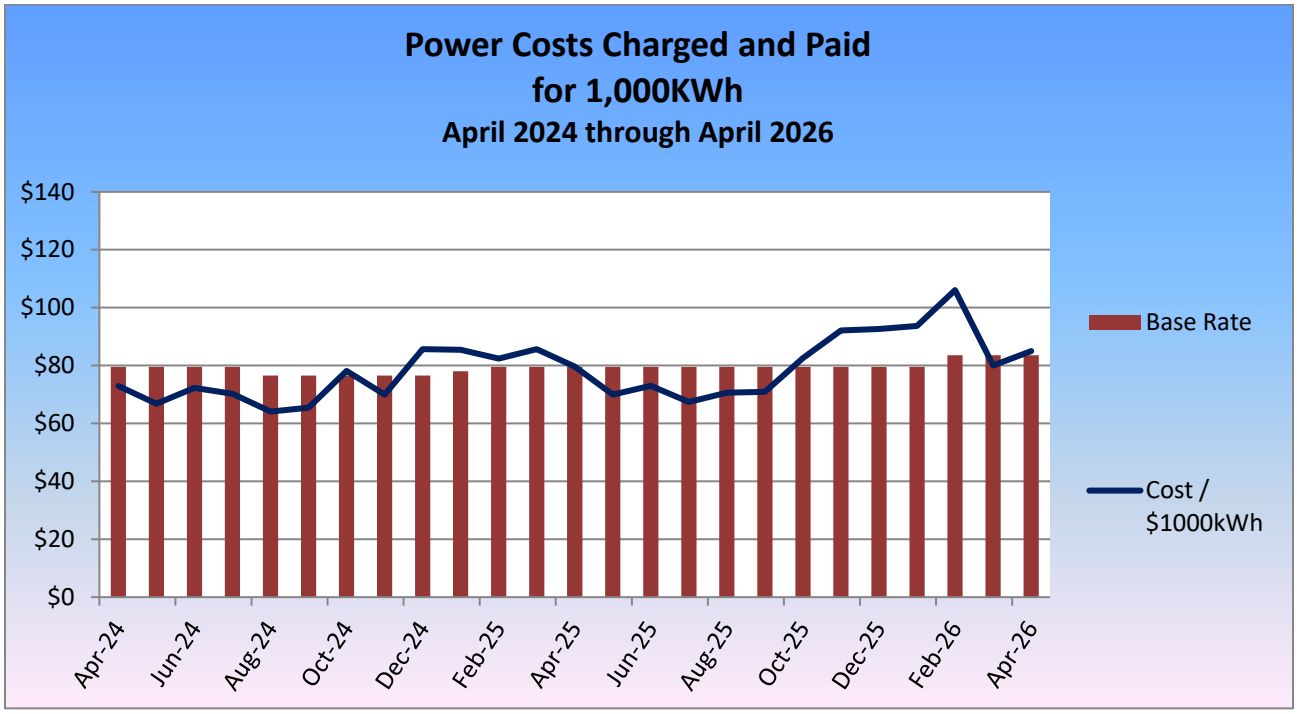
Power Costs Paid and Recovered

24 Months Ended April 30, 2026

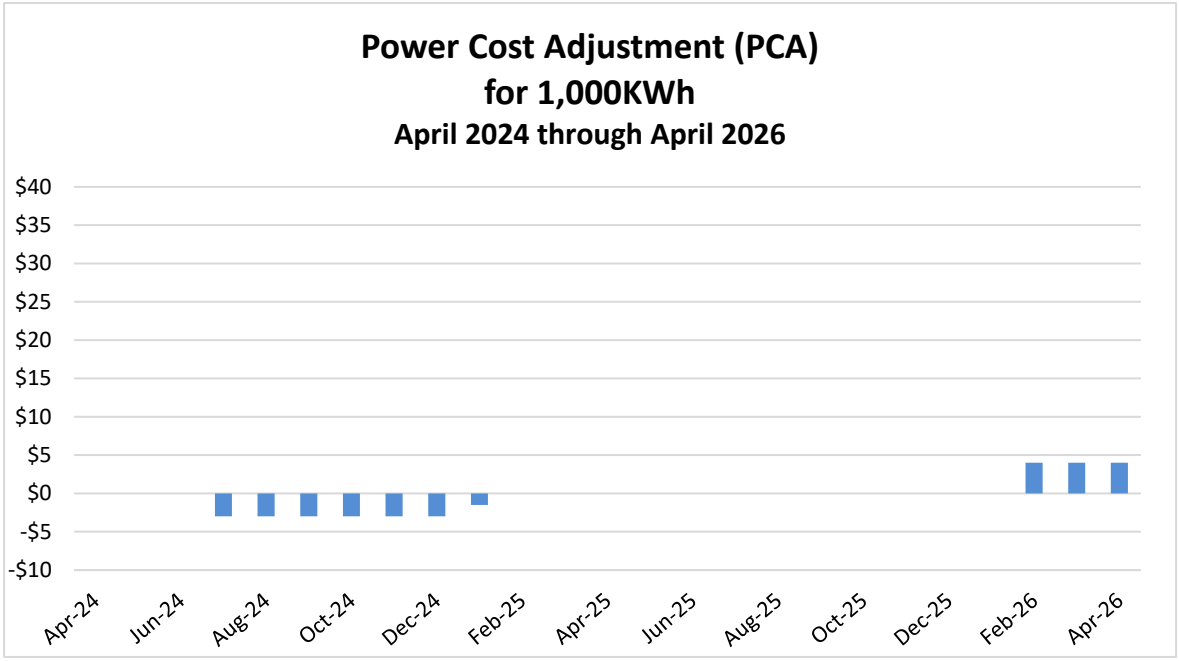
	PCA PER 1,000 KWH	POWER COST PAID PER MONTH	CUSTOMER RECOVERY PER MONTH*	MONTHLY OVER (SHORT)	CUMULATIVE OVER (SHORT)
May 2024	$0.00	$3,906,134	$3,820,593	($85,542)	$9,527,092
June 2024	$0.00	$4,164,670	$4,400,674	$236,004	$9,763,097
July 2024	-$3.00	$4,509,854	$4,390,554	($119,300)	$9,643,797
August 2024	-$3.00	$3,988,112	$4,666,649	$678,537	$10,322,333
September 2024	-$3.00	$3,885,354	$4,478,285	$592,931	$10,915,264
October 2024	-$3.00	$4,003,283	$4,426,369	$423,086	$11,338,350
November 2024	-$3.00	$3,199,472	$3,789,095	$589,624	$11,927,974
December 2024	-$3.00	$3,539,114	$3,137,858	($401,256)	$11,526,718
January 2025	-$1.50	$3,727,582	$3,058,243	($669,339)	$10,857,379
February 2025	-$1.50	$3,293,641	$3,086,922	($206,719)	$10,650,660
March 2025	$0.00	$3,689,902	$3,351,702	($338,200)	$10,312,460
April 2025	$0.00	$3,843,132	$3,315,884	($527,248)	$9,785,212
May 2025	$0.00	$4,038,078	$3,750,973	($287,105)	$9,498,107
June 2025	$0.00	$4,305,437	$4,426,992	$121,555	$9,619,662
July 2025	$0.00	$4,237,363	$4,710,439	$473,076	$10,092,738
August 2025	$0.00	$4,580,888	$4,680,944	$100,056	$10,193,513
September 2025	$0.00	$4,057,464	$4,965,116	$1,041,879	$11,234,673
October 2025	$0.00	$4,363,500	$4,369,087	$5,587	$11,240,260
November 2025	$0.00	$3,893,839	$3,959,543	$65,704	$11,305,964
December 2025	$0.00	$3,969,410	$3,401,600	($567,811)	$10,738,153
January 2026	$0.00	$4,104,209	$3,160,286	($943,923)	$9,794,230
February 2026	$4.00	$4,517,772	$3,619,375	($898,397)	$8,895,833
March 2026	$4.00	$3,742,270	$3,572,196	($170,074)	$8,725,759
** **April 2026**	$4.00	$3,925,094	$3,628,465	($296,630)	$8,429,129

* The customer recovery per month includes $79.52 per 1,000 kWh included in the base rate plus or minus the power cost adjustment (PCA).

Presented below is a chart of FPUA's power cost recovery as compared to the amount FMPA has charged FPUA to purchase power for the past 25 months. Please note how volatile FMPA's costs have been. The cost of power purchased from FMPA for the month of April was billed to FPUA at a blended rate of $82.62 for 1,000 KWh, a $23.55 decrease compared to the previous report for February 2026. FPUA recovered $83.52 for the same time period.



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



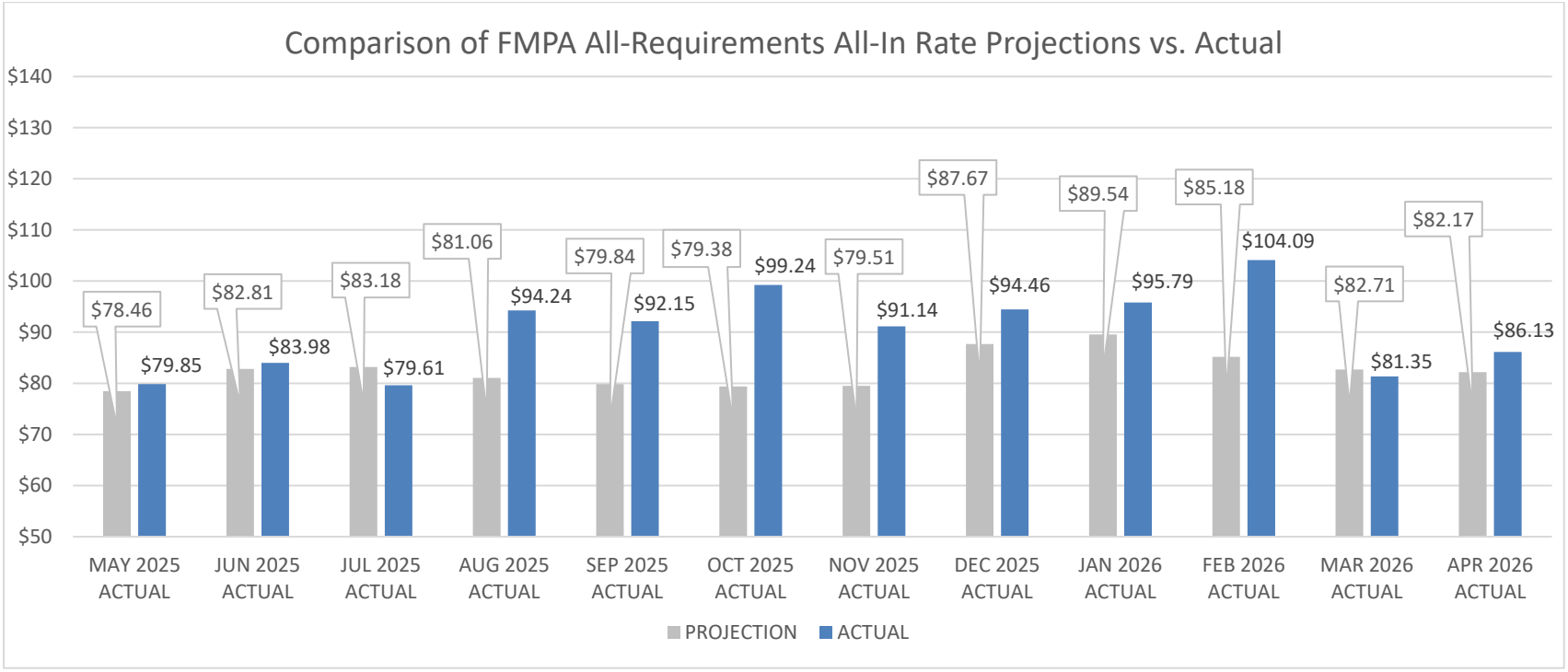
FMPA ALL-REQUIREMENTS ALL-IN RATE PROJECTIONS VS. ACTUAL - 60% LOAD FACTOR

The tables below display the accuracy level of FMPA's rate projections over time compared to the actual results in the column at the right.
The variances, below or (above) projections, are shown at the bottom of the page.

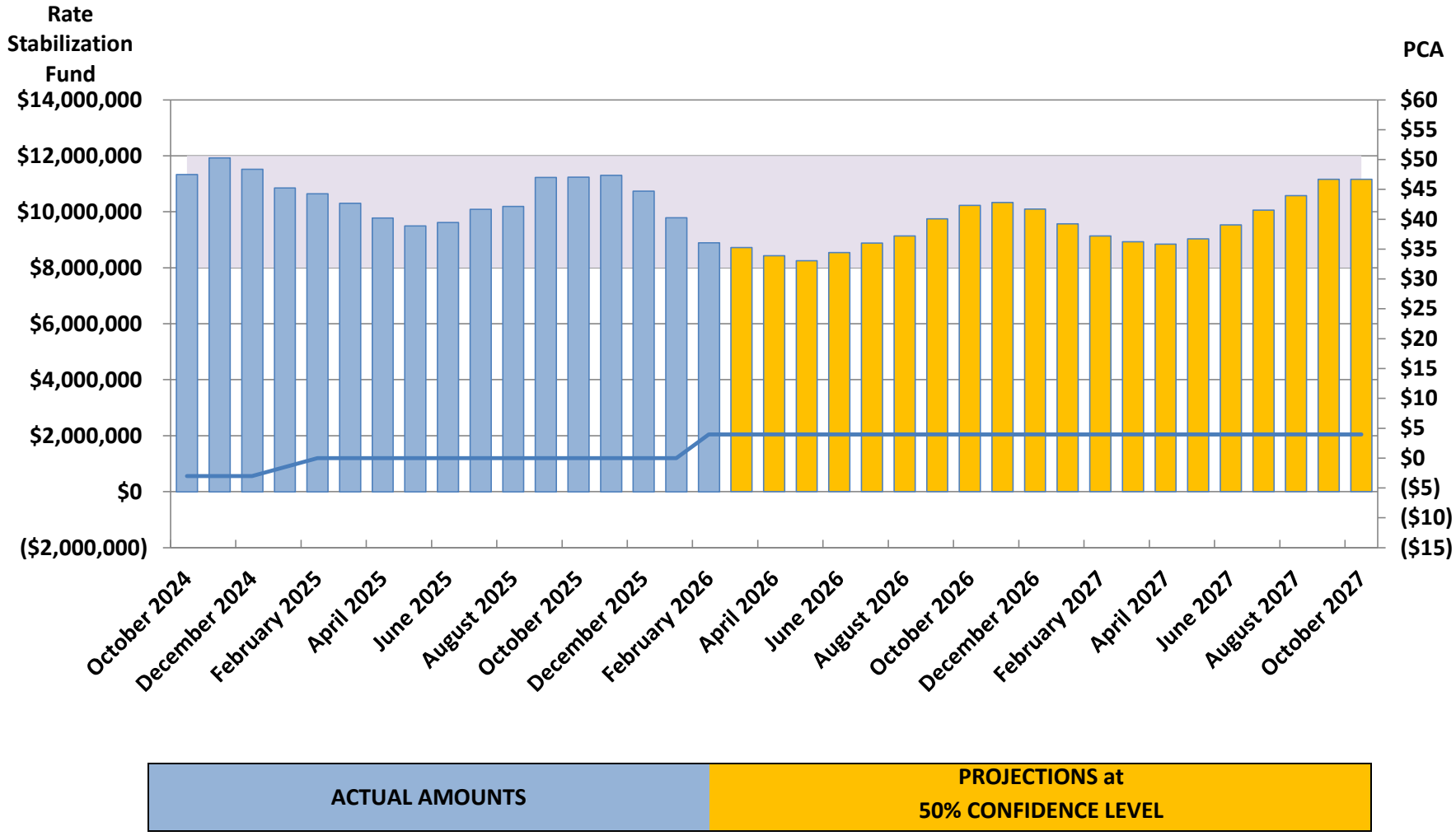
	PROJECTIONS												ACTUAL
	DATE PROJECTED												
	MAY 2025	JUN 2025	JUL 2025	AUG 2025	SEP 2025	OCT 2025	NOV 2025	DEC 2025	JAN 2026	FEB 2026	MAR 2026	APR 2026	
MAY 2025	$ 79.85												$ 79.85
JUN 2025	$ 78.75	$ 83.98											$ 83.98
JUL 2025	$ 84.96	$ 83.89	$ 79.61										$ 79.61
AUG 2025	$ 81.34	$ 81.69	$ 82.99	$ 94.24									$ 94.24
SEP 2025	$ 79.94	$ 80.46	$ 80.60	$ 90.29	$ 92.15								$ 92.15
OCT 2025	$ 78.42	$ 79.09	$ 78.43	$ 96.88	$ 96.79	$ 99.24							$ 99.24
NOV 2025	$ 81.83	$ 82.78	$ 81.92	$ 96.76	$ 96.15	$ 98.63	$ 91.14						$ 91.14
DEC 2025	$ 89.20	$ 90.16	$ 88.85	$ 98.68	$ 98.58	$ 101.14	$ 92.73	$ 94.46					$ 94.46
JAN 2026	$ 88.90	$ 89.41	$ 88.30	$ 102.15	$ 102.01	$ 104.21	$ 95.73	$ 96.34	$ 95.79				$ 95.79
FEB 2026	$ 83.36	$ 83.78	$ 83.08	$ 99.37	$ 99.42	$ 101.13	$ 91.96	$ 89.15	$ 124.90	$ 104.09			$ 104.09
MAR 2026	$ 82.82	$ 83.17	$ 82.31	$ 95.58	$ 95.61	$ 96.85	$ 87.14	$ 85.04	$ 90.16	$ 81.69	$ 81.35		$ 81.35
APR 2026	$ 82.17	$ 82.29	$ 81.86	$ 95.15	$ 94.93	$ 95.43	$ 85.67	$ 83.93	$ 87.52	$ 80.68	$ 83.91	$ 86.13	$ 86.13

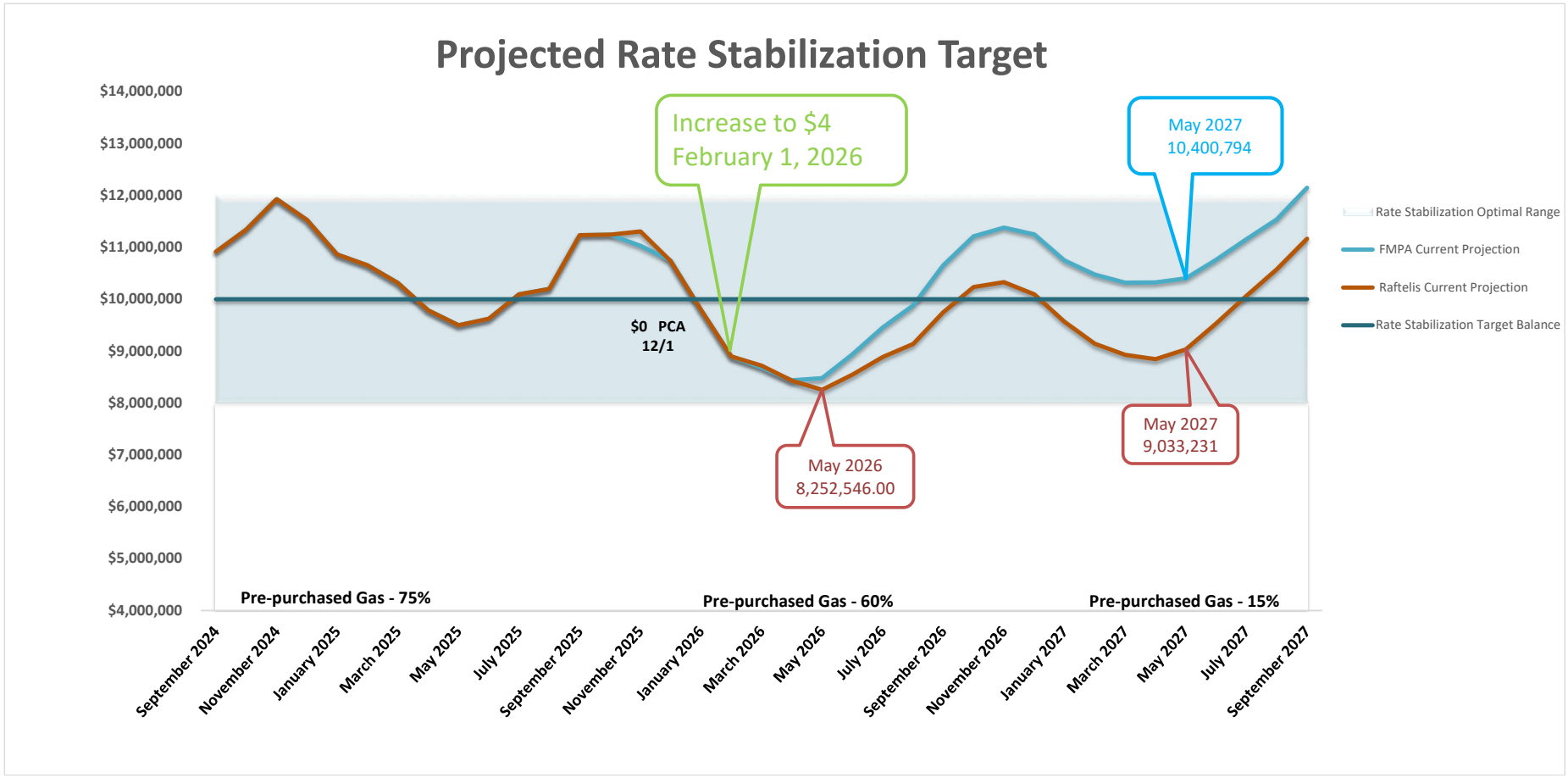
	ACTUAL RATE UNDER (OVER) PROJECTION											
	DATE PROJECTED											
	MAY 2025	JUN 2025	JUL 2025	AUG 2025	SEP 2025	OCT 2025	JUN 2024	JUL 2024	AUG 2024	FEB 2026	MAR 2026	APR 2026
MAY 2025	$ -											
JUN 2025	$ (5.23)	$ -										
JUL 2025	$ 5.35	$ 4.28	$ -									
AUG 2025	$ (12.90)	$ (12.55)	$ (11.25)	$ -								
SEP 2025	$ (12.21)	$ (11.69)	$ (11.55)	$ (1.86)	$ -							
OCT 2025	$ (20.82)	$ (20.15)	$ (20.81)	$ (2.36)	$ (2.45)	$ -						
NOV 2025	$ (9.31)	$ (8.36)	$ (9.22)	$ 5.62	$ 5.01	$ 7.49	$ -					
DEC 2025	$ (5.26)	$ (4.30)	$ (5.61)	$ 4.22	$ 4.12	$ 6.68	$ (1.73)	$ -				
JAN 2026	$ (6.89)	$ (6.38)	$ (7.49)	$ 6.36	$ 6.22	$ 8.42	$ (0.06)	$ 0.55	$ -			
FEB 2026	$ (20.73)	$ (20.31)	$ (21.01)	$ (4.72)	$ (4.67)	$ (2.96)	$ (12.13)	$ (14.94)	$ 20.81	$ -		
MAR 2026	$ 1.47	$ 1.82	$ 0.96	$ 14.23	$ 14.26	$ 15.50	$ 5.79	$ 3.69	$ 8.81	$ 0.34	$ -	
APR 2026	$ (3.96)	$ (3.84)	$ (4.27)	$ 9.02	$ 8.80	$ 9.30	$ (0.46)	$ (2.20)	$ 1.39	$ (5.45)	$ (2.22)	$ -

Presented below is a comparison of FMPA All-Requirements Projections vs. Actual, as previously presented to the FPUA Board monthly, but in a different format. The rate projections displayed below were prepared 11 months prior. For example, in August 2024, the September 2025 rates were projected to be $79.84; actual rates were $92.15. The projected rates were provided by FMPA for members with a 60% load factor, based on 50% confidence. Because FPUA's load factor varies, the actual rates presented below are at a 60% load factor, and are not the rates actually paid by FPUA each month. The projections presented below, on average, are 8% less than the actuals.



Power Cost Adjustment and Rate Stabilization Fund




Projected Rate Stabilization Target
$14,000,000
$13,000,000
$12,000,000
$11,000,000
$10,000,000
$9,000,000
$8,000,000
$7,000,000
$6,000,000
$5,000,000
$4,000,000
Increase to $4
February 1, 2026
May 2027
10,400,794
$0 PCA
12/1
May 2026
8,252,546.00
May 2027
9,033,231
Pre-purchased Gas - 75%
Pre-purchased Gas - 60%
Pre-purchased Gas - 15%
September 2024
November 2024
January 2025
March 2025
May 2025
July 2025
September 2025
November 2025
January 2026
March 2026
May 2026
July 2026
September 2026
November 2026
January 2027
March 2027
May 2027
July 2027
September 2027
Rate Stabilization Optimal Range
FMPA Current Projection
Raftelis Current Projection
Rate Stabilization Target Balance

AGENDA ITEM NO. E.3

Fort Pierce Utilities Authority Board

Board Submission Report

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

FROM: Javier Cisneros, Director of Utilities

DATE: June 2, 2026

SUBJECT: Leesburg - FPUA Capacity Release Agreement

PRESENTER(S): Javier Cisneros

RECOMMENDATION:
Approve Assignment Agreement among Florida Gas Utility (FGU), FPUA and the City of Leesburg for a two-year period beginning July 1, 2026, until December 31, 2028, for the assignment of 800 dth/day of gas capacity for the summer months (April to October).

SUMMARY/SUPPORTING INFORMATION:
FPUA received proper notice from the City of Sunrise that an existing agreement for 300 dth/day of gas capacity will not be renewed.

Thru FGU, the City of Leesburg can surplus their capacity to replace the 300 dth/day capacity from Sunrise. The proposed agreement would provide 800 dth/day for a period starting July 1, 2026 through December 31, 2028. The volume is ideal based on FPUAs current business needs as shown in the chart 1. Additionally, the unit price is approximately 12% lower cost than the existing agreement with Sunrise.

This agreement is for two years until the new pipeline is completed which FPUA currently committed to 1200 dth/day capacity. The agreement includes 1-year extension in the event the new pipeline is not completed within the proposed timeline.

STRATEGIES: Growth - Capital Improvement Planning

FINANCIAL IMPACT:
Yes, there is a cost savings as this new agreement will be a lower cost per unit to FPUA and its customers.

ALTERNATIVES (IF ANY):

Continue to purchase gas capacity at market rate. This is not recommendation due to the firm capacity available with the State of Florida. Market conditions make the availability volatile and unpredictable pricing.

ATTACHMENTS:

Leesburg - FPUA Capacity Release Agreement_DRAFT.docx
2026 Gas Capacity From Leesburg Rev2.pptx

PARTIAL ASSIGNMENT OF AGGREGATED CAPACITY

This Assignment dated this ____ day of _____, 2026, by and among between Florida Gas Utility, a public body corporate and politic formed under the Florida Interlocal Cooperation Act ("*FGU*"), the City of Leesburg, Florida, a municipal corporation of the State of Florida ("*Leesburg*") and Fort Pierce Utilities Authority, an Authority duly organized and legally existing as a part of the government of the City of Fort Pierce, Florida ("*Fort Pierce*").

WITNESSETH:

WHEREAS, Florida Gas Utility was formed by Interlocal Agreement on September 1, 1989, as amended and restated by Amended and Restated Interlocal Agreement as of March 25, 2011 ("*Interlocal Agreement*"); and

WHEREAS, Leesburg is a Member of FGU, and has entered into a Gas Services Agreement with FGU (the "*Leesburg GSA*") dated as of October 1, 2000; and

WHEREAS, Fort Pierce is a Member of FGU, and has entered into an All Requirements Gas Services Agreement with FGU (the "*Fort Pierce GSA*") dated as of January 15, 2002; and

WHEREAS, pursuant to each respective GSA and the Aggregated Transportation Contracts referred to therein (the "*Aggregated Transportation Contracts*"), Leesburg and Fort Pierce, respectively, have aggregated their firm gas transportation entitlements with Florida Gas Transmission Company ("*FGT*") with other members of FGU and have authorized FGU to administer that capacity in the delivery of Gas under the GSAs; and

WHEREAS, FGU administrates the aggregated transportation entitlements of Leesburg and Fort Pierce (among others) under and pursuant Section 3 of the GSA of each entity, and under the Firm Transportation Service Agreement (Rate Schedule FTS-1) with FGT, dated as of October 1, 1993 (as amended, the "*FGT Service Agreement*"); and

WHEREAS, Fort Pierce requires additional firm gas transportation capacity and Leesburg has excess gas transportation entitlements with FGU under its Aggregated Transportation Contract which is being managed by FGU.

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits to flow to each other, and to the citizens of the State of Florida, and in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto agree as follows:

Section 1. Assignment of Firm Transportation Capacity. Leesburg hereby assigns to Fort Pierce during the Assignment Term, and Fort Pierce hereby accepts, that portion of Leesburg's firm transportation entitlements held and managed by FGU under its Aggregated Transportation Contract equal to the incremental capacity levels, and at the prices specified in Schedule A hereto (the "*Assigned Capacity*"), subject to the Special Provisions set forth in paragraph 3 below.

Section 2. Duration. The term of this Assignment shall commence on July 1, 2026 and shall end on December 31, 2028, subject to early termination and extensions as herein provided

(the "*Assignment Term*"). This agreement may be renewed by mutual agreement of the Parties for up to one (1) additional one (1) year period.

Section 3. Early Termination and Extensions.

A. Either party, with one hundred and eighty (180) days written notice to the other party and FGU, may terminate this Agreement for any reason; upon which all of the Assigned Capacity shall cease to be utilized by Fort Pierce and such capacity shall return to Leesburg under its Aggregated Transportation Agreement.

Section 4. Pricing and Administration. FGU shall administer the Assigned Capacity in accordance with each party's GSA and in accordance with the following pricing provisions: The price charged for four hundred (400) dekatherms per day of the Assigned Capacity shall be at the maximum FGT FTS-1 tariff rate, including all applicable surcharges. The price charged for the remaining four hundred (400) dekatherms per day of the Assigned Capacity shall be at the market price for remarketed capacity, including all applicable surcharges. FGU shall determine the applicable market price for remarketed capacity on each day in the Fort Pierce area on FGT's pipeline. Fort Pierce shall be solely responsible for all costs, liability and expenses related to the Assigned Capacity during the Assignment Term as if the Assigned Capacity were part of its Aggregated Transportation Agreement and shall hold Leesburg free and harmless from all transportation charges, including demand charges, and all costs, expenses and liabilities incurred under Leesburg's Aggregated Transportation Contract with respect thereto.

Section 5. Cooperation upon Changes in Structure. If, during the Assignment Term, either Fort Pierce or Leesburg ceases to be a Member of FGU or if FGU ceases to be an Interlocal Agency, the parties shall cooperate with each other and will sign such documents and instruments as may be reasonably necessary to preserve Fort Pierce's rights to the Assigned Capacity as herein contemplated including, to the extent required, signing temporary capacity releases directly with FGT, provided that such documentation does not materially increase any such party's cost or exposure as contemplated by this Agreement.

Section 6. Execution in Counterparts. This Agreement may be executed in any number of counterparts and the counterparts collectively shall constitute the agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their proper officers respectively, being thereunto duly authorized, as of the day and year first above written.

FLORIDA GAS UTILITY

By:_____
Title:_____

Attest:

_____
Title:_____

FORT PIERCE UTILITIES AUTHORITY
Member

By:_____
Title:_____

Attest:

_____
Title:_____

CITY OF LEESBURG, FLORIDA
Member

By:_____
Title:_____

Attest:

_____
Title:_____

SCHEDULE A

ASSIGNED CAPACITY

Effective Date	Total Daily Capacity
April through October	800 Dth/day
November through March	0 Dth/day

Fort Pierce Utilities Authority Board

Board Submission Report

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

FROM: Grisel Cortes, Director of Utilities

DATE: June 2, 2026

SUBJECT: CONTRACTS FOR SIGNATURE

RECOMMENDATION:
FOR CHAIR SIGNATURE ONLY

Pursuant to the authority granted via Resolution 2023-14, the Director of Utilities is authorized to enter into contracts related to Authorized Expenditures and cause the same to be signed by the Chair or Vice Chair and Secretary without further approval of the Board. If required by the Charter, each of these Contracts were advertised for two weeks and competitively procured. The General Counsel has reviewed each of these Contracts and find they meet the FPUA's policies and procedures.

The DOU is hereby authorized to executed all other instruments in writing related to the following items:

ATTACHMENTS:
Velotic Quote (for Signature Only).pdf

Velotic™

Dear Customer,

Thank you for choosing Proficy Software & Services! Your quotation details are provided in the following page. When you are ready to make a purchase, please review the guidelines to ensure that your purchase order includes all the necessary information for a smooth and efficient order fulfillment process.

REQUIRED PURCHASE ORDER DETAILS

- Purchase Order Number
- Issue Date of your Purchase Order
- Payment Terms: (Net 30 is our Default Terms)
- **Supplier Information:** Make sure the Supplier you choose matches the name and address under"**Make Purchase Order out to**" under the quote.

REQUIRED ACCOUNT INFORMATION

- Your Billing Account Name and Address, Your Shipping Account Name and Address and Ship-to Contact Information
- Invoice Delivery Method
- Accounts Payable Contact Information
- Shipping Terms: **(FCA is our Default)**
- **Tax Exempt Number or VAT ID**(please include your Tax-Exempt Certificate of relevant documents).

ADDITIONAL DETAILS REQUIRED

Descriptions of items purchased: Please include any product details relevant to your purchase. We recommend that you copy and paste the QTY, Description and Ext. Sell Price into your purchase order.

Please ensure the total amount and currency of your Purchase Order match the amount and currency of the quote provided.

Terms and Conditions: Please add this language in the body of your Purchase Order: This order will be governed by the terms and conditions set forth in **MFG-05082026-232834**

Shipping Instructions: Carrier account, address reference, additional contacts, etc.

If you have questions or need assistance, please do not hesitate to contact us at Proficy.ClientServices@gevernova.com

---

InnovatePro Management USA LLC
200 Foxborough Boulevard
Foxborough, MA 02035
United States

Quote Number: **MFG-05082026-232834**

Quote Date 20-May-2026
Expiration Date 22-June-2026
Quote Revision: 2
Customer RFQ:

Payment Terms **Net Due in 45 days**
Currency **USD**
Inco Terms

Primary Salesperson
KNorris

Sales Support Contact
Meg Tinsley
mtinsley@graymattersystems.com
412-741-2410

Bill To:
FORT PIERCE UTILITIES AUTHORITY
PO BOX 3191, FORT PIERCE, FL, US, 34948-3191
Bill To CSN: 21505300

Ship To:
FORT PIERCE UTILITIES AUTHORITY
PO BOX 3191, FORT PIERCE, FL, US, 34948-3191
Ship To CSN: 21505300

End User:
FORT PIERCE UTILITIES AUTHORITY
PO BOX 3191, FORT PIERCE, FL, US, 34948-3191
End User CSN: 21505300

Make Purchase Order out to:
InnovatePro Management USA LLC
200 Foxborough Boulevard
Foxborough, MA 02035
United States
Telephone:+1-800-433-2682 / +1-617-725-2696

Email:Proficy.ClientServices@gevernova.com
Website : https://www.gevernova.com/software

ATTENTION: Please do not fax or email any export controlled technical data to these fax numbers or email addresses.

InnovatePro Management USA LLC
200 Foxborough Boulevard
Foxborough, MA 02035
United States

Detailed Report 1

I/O Drivers							
Serial Number	**Software Description**	**Quantity**	**Support Level**	**Subscription Start Date**	**Subscription End Date**	**Comments**	**Price**
3-38337301-028-001	Drivers IGS- Industrial Gateway Server for Basic Points 253 Additional IGS Protocols IOT Gateway plug in No Tags	1	Premier	Apr 24, 2026	Apr 23, 2027		$243.10
3-38337301-035-001	Drivers IGS- Industrial Gateway Server for Basic Points 253 Additional IGS Protocols IOT Gateway plug in No Tags Backup License	1	Premier	Apr 24, 2026	Apr 23, 2027		$121.55
						I/O Drivers Subtotal	**$364.65**

HMI/SCADA - iClients							
Serial Number	**Software Description**	**Quantity**	**Support Level**	**Subscription Start Date**	**Subscription End Date**	**Comments**	**Price**
3-38337301-003-001	iClient v2023 Thick Runtime / Read Only English	1	Premier	Apr 24, 2026	Apr 23, 2027		$310.11
3-38337301-009-001	iClient v2023 Thick Runtime Only English	1	Premier	Apr 24, 2026	Apr 23, 2027		$544.97
3-38337301-012-001	iClient v2023 Thick Runtime Only English	1	Premier	Apr 24, 2026	Apr 23, 2027		$544.97
3-38337301-015-001	iClient v2023 Thick Runtime Only English	1	Premier	Apr 24, 2026	Apr 23, 2027		$544.97
3-38337301-018-001	iClient v2023 Thick Runtime Only English	1	Premier	Apr 24, 2026	Apr 23, 2027		$544.97
3-38337301-021-001	iClient v2023 Thick Runtime Only English	1	Premier	Apr 24, 2026	Apr 23, 2027		$544.97
						HMI/SCADA - iClients Subtotal	**$3,034.96**

HMI/SCADA - iFIX							
Serial Number	**Software Description**	**Quantity**	**Support Level**	**Subscription Start Date**	**Subscription End Date**	**Comments**	**Price**
3-38337301-024-001	iFix v2023 Plus Development Unlimited Points English SCADA Synchronization	1	Premier	Apr 24, 2026	Apr 23, 2027		$3,141.12
3-38337301-031-001	iFix v2023 Plus Development Unlimited Points English SCADA Synchronization Backup License	1	Premier	Apr 24, 2026	Apr 23, 2027		$1,570.66
						HMI/SCADA - iFIX Subtotal	**$4,711.78**

Historian							
Serial Number	**Software Description**	**Quantity**	**Support Level**	**Subscription Start Date**	**Subscription End Date**	**Comments**	**Price**

InnovatePro Management USA LLC
200 Foxborough Boulevard
Foxborough, MA 02035
United States

3-38337301-006-001	Historian v2023.0 Standard 300 Points 2500 Additional CALs	1	Premier	Apr 24, 2026	Apr 23, 2027		$716.85
3-38337301-025-001	Historian v2023.0 Essential 1000 Points	1	Premier	Apr 24, 2026	Apr 23, 2027		$0.00
3-38337301-032-001	Historian v2023.0 Essential 1000 Points	1	Premier	Apr 24, 2026	Apr 23, 2027		$0.00
						Historian Subtotal	**$716.85**

WebSpace							
Serial Number	**Software Description**	**Quantity**	**Support Level**	**Subscription Start Date**	**Subscription End Date**	**Comments**	**Price**
3-38337301-038-001	WebSpace v6.0 iFIX 3 Clients Stand Alone Server Independent Server English	1	Premier	Apr 24, 2026	Apr 23, 2027		$1,039.80
						WebSpace Subtotal	**$1,039.80**

Total: **$9,868.04**

ATTENTION: This Quote does not include any freight charges or applicable taxes. All Items are Commercial items. Please include the Quote Number from this document on your Purchase Order.

If any applicable export control, economic sanction, or other applicable law or regulations of the United States or any other relevant country prohibit, hinder, or make impracticable InnovatePro Management USA LLC ability to provide goods or services, InnovatePro Management USA LLC will be excused from all performance related to this quote, order, or contract and InnovatePro Management USA LLC will not be liable for any losses or damages of any kind, including but not limited to, loss of revenue or increased cost of supply.

InnovatePro Management USA LLC
200 Foxborough Boulevard
Foxborough, MA 02035
United States

Remit Payment To:

US FEDWIRE or ACH (Domestic):
JPMorgan Chase Bank,
N.A. - New York, NY 10017
Account Name: InnovatePro Management USA LLC
Account Number: 988498165
SWIFT BIC: CHASUS33
Bank Routing Number: 021000021

International Wires:
JPMorgan Chase Bank,
N.A. - New York, NY 10017
Account Name: InnovatePro Management USA LLC
Account Number: 988498165
SWIFT BIC: CHASUS33

InnovatePro Management USA LLC
200 Foxborough Boulevard
Foxborough, MA 02035
United States

Exhibit: Serial Numbers

CSN	Serial Number	Software Description	Level of support	Price
21505300	3-38337301-003-001	iClient v2023 Thick Runtime / Read Only English	Premier	$0.00
21505300	3-38337301-006-001	Historian v2023.0 Standard 300 Points 2500 Additional CALs	Premier	$0.00
21505300	3-38337301-009-001	iClient v2023 Thick Runtime Only English	Premier	$0.00
21505300	3-38337301-012-001	iClient v2023 Thick Runtime Only English	Premier	$0.00
21505300	3-38337301-015-001	iClient v2023 Thick Runtime Only English	Premier	$0.00
21505300	3-38337301-018-001	iClient v2023 Thick Runtime Only English	Premier	$0.00
21505300	3-38337301-021-001	iClient v2023 Thick Runtime Only English	Premier	$0.00
21505300	3-38337301-024-001	iFix v2023 Plus Development Unlimited Points English SCADA Synchronization	Premier	$0.00
21505300	3-38337301-025-001	Historian v2023.0 Essential 1000 Points	Premier	$0.00
21505300	3-38337301-028-001	Drivers IGS- Industrial Gateway Server for Basic Points 253 Additional IGS Protocols IOT Gateway plug in No Tags	Premier	$0.00
21505300	3-38337301-031-001	iFix v2023 Plus Development Unlimited Points English SCADA Synchronization Backup License	Premier	$0.00
21505300	3-38337301-032-001	Historian v2023.0 Essential 1000 Points	Premier	$0.00
21505300	3-38337301-035-001	Drivers IGS- Industrial Gateway Server for Basic Points 253 Additional IGS	Premier	$0.00

InnovatePro Management USA LLC
200 Foxborough Boulevard
Foxborough, MA 02035
United States

CSN	Serial Number	Software Description	Level of support	Price
		Protocols IOT Gateway plug in No Tags Backup License		
21505300	3-38337301-038-001	WebSpace v6.0 iFIX 3 Clients Stand Alone Server Independent Server English	Premier	$0.00

Docusign Envelope ID: F0DA4B79-3CE2-84EB-819D-F9F3F0BF4768

December 16, 2025
As negotiated

INNOVATEPRO

MASTER FRAMEWORK AGREEMENT

This Agreement (defined below) is entered into as of May 19, 2026 ("Effective Date") between InnovatePro Management USA LLC, with offices at 200 Foxborough Blvd., Foxborough, MA 02035 ("Supplier") and Fort Pierce Utilities Authority with offices at PO BOX 3191 FORT PIERCE, FL 34948-3191("Customer"). Supplier and Customer may be referred to individually as a "Party" and collectively as the "Parties."

The General Terms are defined in Section A and may be supplemented and amended by product-specific terms, including the Software Terms, SaaS Terms, Hardware Terms, and Professional Services Terms in Section B ("Specific Terms"). The General Terms and the Specific Terms, along with all applicable schedules, exhibits, and addenda incorporated into each, and any Ordering Documents (as defined below) entered by Supplier and Customer, form the Master Framework Agreement ("Agreement") between Supplier and Customer.

Section A: General Terms

1. Scope

1.1. Scope of Master Framework. These General Terms govern the Offerings identified under a proposal, statement of work, quote, activation schedule, or any other written agreement executed by the Parties, ("Ordering Documents"). "Offerings" include the following products and services made available or provided to Customer by or for Supplier or its Affiliates: (a) online or cloud-based software, services ("SaaS Services" or "SaaS"); (b) computer software (either by means of digital download or on physical media) excluding Third Party Products and Services under Section 2.4 ("Software"); (c) support programs ("Support Services"); (d) professional services (which may be set out in an Ordering Document or further described in an Statement of Work ("SOW")) ("Professional Services"); (e) hardware equipment that is provided to Customer ("Hardware") and (f) other products or services identified in an Ordering Document.

1.2. Affiliates. Subject to Customer's Affiliates' compliance with the requirements under this Agreement and to the written agreement of the Parties in a form provided by Supplier, Affiliates of Customer may enter Ordering Documents, in each case subject to the terms and conditions of this Agreement. "Affiliate" means, with respect to a Party, an entity that controls, is controlled by, or is under common control with such Party, where control means ownership, directly or indirectly, of 50% or more of the voting shares of the subject entity or the right to appoint a majority of the board of directors of the subject entity. For clarity, the terms "Party" or "Parties" used in a separate Ordering Document will refer only to the entities directly entering into the Ordering Document.

2. Offerings

2.1 Use of Offerings. Subject to the terms and conditions of this Agreement, Supplier grants Customer a limited, non-transferable, non-exclusive, non-sublicensable right during the Term to access and use the Software or SaaS Services that Supplier makes available to Customer pursuant to an Ordering Document and any then current documentation (whether online, printed) for such Offering published by Supplier ("Documentation"), for Customer's internal business purposes, and in accordance with the Ordering Document.

2.2 Restrictions on Use of Offerings. Customer may access and use (and permit access to and use of) Offerings only in compliance with this Agreement, the related Documentation, and all applicable laws. Customer will not:

(a) access or use any Offering: (i) in a manner (1) that would violate a third party's legal rights, (2) that is threatening, abusive, defamatory, obscene, libelous, invasive of another's privacy, or discriminatory, or (3) intended to improperly avoid incurring fees, to exceed usage limits, or to reduce the number of licenses that access or use the Offering; (ii) to compete with Supplier or to develop a similar product or service; (iii) through improper or unauthorized means; or (iv) in connection with training a machine learning or artificial intelligence system or model;

(b) except as expressly permitted under applicable law, disclose or make available to third parties, export, reproduce, modify, adapt, translate, port, download, store, create derivative works of, or attempt to decompile, disassemble, or otherwise reverse engineer all or any portion (including any functionality) of any Offering, or incorporate any Offering into any other product or service (including platforms or cloud environments) not provided by Supplier;

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(c) breach, circumvent, remove, disable, or otherwise limit the effectiveness of (or attempt to do so) any technical protections, security measures, or other limitations contained in any Offering, or perform any security testing of any Offering or any associated servers or infrastructure;

(d) assign, sublicense, transfer, pledge, rent, loan, share, or otherwise make available all or any portion of any Offering (including any functionality of any Offering) to a third party (whether through a network or file-sharing service, hosting or application services provider, service bureau, software-as-a-service, or any other technology or service);

(e) remove any legal notice from any Offering, Documentation, or related material;

(f) combine any Offering that constitutes Software with any software that is distributed as "free software," "open source software," or under a similar licensing or distribution model ("Open Source Software") in any manner that could cause, or could be interpreted to cause, the Offering (or any modification of the Offering) to become subject to the license terms of such Open Source Software; or

(g) interfere with or otherwise disrupt (or attempt to do so) the integrity, performance, or operation of any Offering or any data contained in any Offering, including by introducing any viruses, malware, or any item of destructive nature through the Offering.

If Customer becomes aware of any violation of the foregoing by any person, Customer will immediately terminate such person's access to the Offering and notify Supplier in writing.

2.3 Customer Content. With respect to all data, software, tools, materials, and information provided by Customer for use in connection with the Offerings ("Customer Content") Customer is solely responsible, and Supplier has no liability, for:

(a) compliance of Customer Content with the policies, applicable Documentation, and applicable laws related to the use, storage, and processing of Customer Content;

(b) the accuracy, completeness, and timeliness of Customer Content;

(c) maintaining the security, privacy, and backup of Customer Content;

(d) securing all necessary rights and permissions to provide Customer Content to Supplier and to use Customer Content with the Offerings;

(e) any third party claims (including infringement of third party intellectual property rights) relating to the Customer Content; and

(f) proper handling and processing of notices sent to Customer (or any of Customer's Affiliates) by any person claiming that Customer Content violates such person's rights, including notices pursuant to the U.S. Digital Millennium Copyright Act or similar laws of other countries.

2.4 Third Party Services. If Customer accesses and uses any products (including software and cloud services) and services for an Offering that are offered to Customer under a separate agreement with a third party ("Third Party Products and Services"), then Customer's agreement with the third party will be solely between Customer and such third party. If Customer subscribes to any Third Party Products and Services, Customer consents to Supplier sharing with the third-party provider: (i) Customer contact and account information, (ii) Customer Content in connection with Customer's use of the Third-Party Products and Services, and (iii) additional information, if any, disclosed in writing to Customer in connection with the Third-Party Products and Services. Supplier shall have no warranty, support, maintenance, or other obligations or liability under this Agreement with respect to Third Party Products and Services.

2.5 Warranties. All warranties and remedies with respect to an Offering will be set forth in applicable Specific Terms. Warranties and remedies are conditioned upon: (a) Customer's access to and use of such Offering in accordance with the terms and conditions of this Agreement; (b) Customer's use, maintenance, and updating of the Offerings in accordance with the applicable Documentation; (c) Customer's proper design, operation and configuration of the system into or which the Offering is accessed or used; (d) Supplier's ability to reproduce and observe the claimed defect; and (e) Customer's prompt notification to Supplier of any defects and, as required, cooperation with Supplier to correct the claimed defect. Any unauthorized modification to or access or use of the Offerings by Customer will void all warranties.

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2.6 Integrators. Subject to Supplier's prior written consent, Customer may grant limited rights to third party contractors who have agreed in writing to integrate the Offerings with Customer's systems and infrastructure ("Integrators") to access and use the Offerings solely for such integration. Customer's written agreements with such Integrators will contain terms and conditions that are at least as protective of Supplier as those set forth in this Agreement (for clarity, including the restrictions set forth in Section 2.2) provided however that, Integrators access to Supplier Confidential Information shall be further limited by the limitations set forth in Section 5 (herein). Such access shall be expressly limited to the purpose of the integration and Integrator shall not be permitted to retain Supplier Confidential Information.

3. Ownership

3.1. Rights in Customer Content. As between the Parties, Customer retains all right, title, and interest in and to all Customer Content. Customer consents to Supplier's use of Customer Content in order to provide the Offerings to Customer and to perform Supplier's obligations under this Agreement. Customer represents and warrants that it has all rights and consents necessary to grant all rights granted under this Agreement, including to Customer Content.

3.2. Use of Data. Customer consents to Supplier's use of all data, including input data and data generated by the Offerings in order to provide the Offerings to Customer and to perform Supplier's 's obligations under this Agreement. Supplier and its Affiliates may also use such data for internal purposes to maintain and improve the quality of the Offerings, to the extent permitted by applicable law.

3.3. Suppliers Proprietary Rights. Supplier and its Affiliates, licensors, and service providers own and reserve all right, title, and interest in and to the Offerings, Documentation, and other information or material made available to Customer by or for Supplier, including any copies, except for those rights and licenses expressly granted to Customer under this Agreement.

3.4. Customer Feedback. If Customer provides to Supplier or its Affiliates any feedback or suggestions ("Feedback") concerning the Offerings, then Supplier and its Affiliates may use such Feedback without accounting to or requiring consent from Customer.

4. Payment

4.1. Payment Terms. Unless otherwise agreed in an Ordering Document, payment is due net thirty (30) days from the date of invoice. All payments will be made without set off for claims. Payment will be made in the currency quoted.

4.2. Financial Condition. If the financial condition of Customer at any time does not, in the sole judgment of Supplier, justify continued performance on the terms of payment previously agreed upon, Supplier may require full or partial payment in advance or will be entitled to terminate any Ordering Document or SOW. If Supplier so terminates any Ordering Document or SOW, Customer will be entitled to a refund of the unexpired portion of any prepaid fees.

4.3. Late Payments. Customer will pay a monthly late payment charge computed at the rate of 1.5%, or the maximum interest rate permitted by law, whichever is less, on any past due amount for each calendar month (or fraction thereof) that the payment is overdue. In addition to the late payment, the Customer will reimburse Supplier for any and all costs and expenses of Supplier collections efforts, including related reasonable attorneys' fees and costs.

4.4. Taxes. Supplier will be responsible for and will pay all corporate and personal income taxes imposed on Supplier by applicable law. Customer will be responsible for and will pay to Supplier any and all taxes, duties, fees, and other charges imposed by any governmental authority in connection with this Agreement ("Customer Taxes"), other than corporate or personal income taxes imposed on Supplier. All prices are exclusive of Customer Taxes, which may be added by Supplier to Customer's invoice, unless Customer provides a direct pay or exemption certificate to Supplier under applicable law. If Customer is legally required to deduct or withhold from payments any taxes attributable to Supplier, it shall cooperate with any reasonable requests from Supplier, including providing official receipts and claiming any exemptions that may apply.

5. Confidentiality

5.1. Confidential Information. "Confidential Information" of a Party means any information and documentation of a Party or its Affiliates (and in the case of Supplier, its licensors, and service providers) ("Disclosing Party") disclosed to or accessed by the other Party ("Receiving Party") in connection with this Agreement that is marked (or, if disclosed other than in writing, designated at the time of disclosure) as "confidential" or with a similar designation, and any information developed by reference to or use of the foregoing. Without limiting the foregoing, the Documentation, and any data, Software, tools, materials, services, and information made available by or for Supplier in connection with or as part of an

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Offering will constitute Supplier's Confidential Information regardless of any such marking. Confidential Information does not include information that: (a) is independently developed by the Receiving Party, as demonstrated by the Receiving Party's written records, without violating the Disclosing Party's proprietary rights; (b) is or becomes publicly known (other than through unauthorized disclosure); (c) is already known by the Receiving Party at the time of disclosure, as demonstrated by the Receiving Party's written records, and the Receiving Party has no obligation of confidentiality other than pursuant to this Agreement; or (d) is rightfully received by the Receiving Party free of any obligation of confidentiality.

5.2. Limited Use of Confidentiality Information. To the extent permitted by Florida Law, each Party shall use Confidential Information solely for the purpose of this Agreement and as expressly permitted hereunder. The Receiving Party will not disclose, and will use reasonable care to avoid disclosure of, the Disclosing Party's Confidential Information, except that Supplier may disclose Confidential Information as necessary to provide Offerings to Customer or as otherwise expressly permitted by this Agreement.

5.3. Compelled Disclosure. If the Receiving Party is requested by a governmental authority to disclose any Confidential Information, to the extent permitted by law, it will promptly notify the Disclosing Party to permit the Disclosing Party to seek a protective order or take other appropriate action and will assist and cooperate with the Disclosing Party to do so. The Receiving Party will only disclose that part of the Confidential Information that is legally required to be disclosed and will use commercially reasonable efforts to obtain confidential treatment for such Confidential Information.

5.4. Injunctive Relief. In addition to any other rights and remedies under this Agreement or at law, the Receiving Party acknowledges and agrees that, due to the nature of the Confidential Information, its confidentiality obligations to the Disclosing Party under this Agreement are of a unique character and that any breach of such obligations may result in irreparable and continuing damages to the Disclosing Party for which there may be no adequate remedy in damages, and accordingly the Disclosing Party will be authorized and entitled to seek injunctive or other equitable relief.

6. Disclaimers; Limitations of Liability

6.1. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, SUPPLIER AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS MAKE NO WARRANTIES, CONDITIONS, OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND SUPPLIER AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES AND REPRESENTATIONS (EXPRESS, IMPLIED, ORAL, OR WRITTEN), WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR CONDITION OF TITLE, DATA ACCURACY, SYSTEM INTEGRATION, AND FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE (WHETHER SUPPLIER KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE). SUPPLIER DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE OFFERINGS WILL OPERATE FREE FROM ERROR, INTERRUPTION, OR DISRUPTION, OR WILL MEET CUSTOMER'S SPECIFIC NEEDS. FURTHER, SUPPLIER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SAAS SERVICES WILL DETECT ANY PARTICULAR FAILURE, FAULT, OR CONDITION, OR PROVIDE ANY PARTICULAR DEGREE OF ADVANCE WARNING OF AN IMPENDING FAILURE, FAULT, OR CONDITION OF CUSTOMER EQUIPMENT.

6.2. Limitations of Liability. SUPPLIER AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF USE OR GOODWILL, LOSS, CORRUPTION OR DELETION OF (OR FAILURE TO DELETE) DATA, OR COSTS OF SUBSTITUTE GOODS OR SERVICES OR OTHER COVER. CUSTOMER IS SOLELY RESPONSIBLE FOR, AND BEARS ALL RISKS ASSOCIATED WITH, THE CONTROL, OPERATION, AND USE OF CUSTOMER EQUIPMENT. SUPPLIER AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS WILL HAVE NO LIABILITY ARISING FROM CYBERATTACKS OR UNAUTHORIZED INTRUSIONS. THE AGGREGATE LIABILITY OF SUPPLIER AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OFFERING WILL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY CUSTOMER TO SUPPLIER FOR THE OFFERING(S) GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM. THESE LIMITATIONS OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY), AND EVEN IF SUPPLIER AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY OR IF SUCH LIABILITY IS OTHERWISE FORESEEABLE.

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7. Indemnification

7.1. By Supplier. Supplier will, at Supplier's expense, defend and indemnify Customer from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) and pay any final judgments awarded by a court of competent jurisdiction or reasonable settlement amounts approved in writing by Supplier arising out of or relating to any claim brought against Customer by a third party alleging that any Offering infringes or misappropriates such third party's United States patent, copyright, trademark, or trade secret rights (such claim, an "Infringement Claim").

7.2. By Customer. Customer will, to the extent permitted by Florida law, at Customer's expense and at Supplier's option, defend and indemnify Supplier and its Affiliates, licensors, and service providers from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) and pay any final judgments awarded by a court of competent jurisdiction or reasonable settlement amounts approved in writing by Customer arising out of or relating to any claim brought against Supplier by a third party (to the extent Supplier does not have an obligation to indemnify Customer for such claims): (a) arising out of or relating to access or use of the Offerings by any of Customer and its Affiliates and its and their employees, agents, or subcontractors; or (b) alleging that Customer, its Affiliates, or any of their employees, agents, or subcontractors, or any Customer Content, infringes or misappropriates such third party's United States patent, copyright, trademark, or trade secret rights.

7.3. Indemnity Procedures. As conditions for an indemnifying Party's obligations to the indemnified Party under this Section 7, the Party seeking the indemnity will notify the other Party promptly of any indemnity claim in writing, tender to the other Party, at the indemnifying Party's option, sole control and authority over the defense or settlement of such claim, and reasonably cooperate with the indemnifying Party and provide such Party with available information in the investigation and defense of such claim.

7.4. Offering Infringement Mitigation. If use of any Offering becomes, or in Supplier's opinion is likely to become, enjoined or subject to an Infringement Claim, Supplier may, at Supplier's option: (a) procure, at no cost to Customer, the right to continue to use such Offering; (b) modify the Offering; or (c) provide a substitute that is non-infringing. If none of those options are, in Supplier's opinion, commercially reasonable, Supplier may, as applicable, suspend or terminate Customer's subscription to or rights to access and use any affected Offering and refund the unexpired portion of any prepaid fees or a pro rata amount of any paid fees based on the length of Customer's use of the Offering. Supplier will have no obligation or liability under this Section 7 for any Infringement Claim to the extent related to: (i) a modification to the Offerings not provided or performed by Supplier ; (ii) Customer Content or any Customer designs and specifications; (iii) the combination of the Offerings with other software, products, or services not provided by Supplier ; (iv) use of an infringing Offering after Supplier has provided a non-infringing alternative; (v) use of the Offerings beyond the scope authorized by this Agreement or contrary to applicable Documentation; or (vi) Customer's breach of any of its obligations under this Agreement. Any effort by Customer to settle an Infringement Claim without Supplier's involvement and written approval will void Supplier's obligations under this Section 7. This Section 7 states Supplier's sole obligation and exclusive liability, and Customer's sole remedy, for any third party claims of infringement or misappropriation of any intellectual property or proprietary right.

8. Term; Termination; Suspension

8.1. Term. The term of this Agreement will commence on the Effective Date and will remain in effect for the period stated in the applicable Ordering Document, unless earlier terminated in accordance with this Section 8.1 (the "Term"). For clarity, this Agreement will remain in effect so long as any active Ordering Document(s) with the Customer remain in effect.

8.2 Termination.

8.2.1 For Breach. Either Party may terminate this Agreement, or any individual Ordering Document or SOW, if applicable, for material breach by the other Party, which breach is not cured within thirty (30) days of written notice provided to the breaching Party, or which breach is incapable of being cured.

8.2.2 For Insolvency. Either Party may terminate this Agreement upon written notice to the other Party in the event such other Party: (a) files any petition in bankruptcy; (b) has an involuntary petition in bankruptcy filed against it that is not both challenged within twenty (20) days and dismissed within sixty (60) days after filing, or avails itself of or becomes subject to any petition or proceeding under any statute of any state or country relating to insolvency or the protection of the rights of creditors, or becomes the subject of any other insolvency or bankruptcy proceeding or other similar proceeding for the settlement of its debt; (c) becomes insolvent; (d) makes a general assignment for the benefit of creditors; (e) admits in writing its inability to pay its debts as they mature; (f) has a receiver or trustee appointed;

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(g) ceases conducting business in the normal course; (h) has any significant portion of its assets attached; or (i) experiences an event analogous to any of the foregoing in any jurisdiction in which any of its assets are situated.

8.2.3 Effect of Termination. The expiration or termination of this Agreement, or of any Ordering Document, will terminate the licenses granted and services provided under the Agreement or such Ordering Document or SOW, except as otherwise agreed in writing between the Parties. The following Sections will survive any expiration or termination of this Agreement: Section 0 (Restrictions on Use of Offerings), Section 0 (Warranties), Section 3 (Ownership), Section 5 (Confidentiality), Section 6 (Disclaimers; Limitations of Liability), Section 7 (Indemnification), Section 8.2.3 (Effect of Termination), and Section 10 (General).

9. Compliance; Security

9.1 Privacy and Data Security. Supplier will use commercially reasonable efforts to prevent unauthorized disclosure or exposure of Customer Content. Accordingly, Supplier maintains standard security policies applicable to the Offerings ("Data Protection Plan"), that are designed to implement appropriate technical and organizational controls to secure Customer Content against accidental or unlawful loss, access or disclosure. Supplier reserves the right to modify the Data Protection Plan from time to time upon notice to Customer. Customer consents to Supplier's collection, use, and disclosure of information associated with the Offerings as described in this Agreement and in the Data Protection Plan, and to the processing of Customer Content in, and the transfer of Customer Content into, any country in which Supplier or its Affiliates or subcontractors maintain facilities or operations (including the United States). Supplier will treat Customer's personal data in accordance with Supplier's Privacy Policy.

9.2 Regulated Data. If Customer Content includes any data subject to specific legal or regulatory requirements (including, but not limited to, health care data, personal data, export-controlled data, or sensitive government data), Customer will notify Supplier in writing of such requirements and provide any information that is necessary or reasonably requested by Supplier to determine the applicable regulatory requirements. Except as may be specified by Supplier in writing, Supplier will not have any responsibility to discover or provide a hosting environment that complies with such regulatory requirements.

9.3 Customer Security Responsibilities. Customer will implement and maintain administrative, technical, and physical safeguards designed to prevent unauthorized access to the Offerings, in each case consistent with industry practice. Customer is responsible for properly configuring and using all Offerings and for taking Customer's own steps to maintain appropriate security, integrity, and backup of Customer Content. Customer is responsible for using a secure, encrypted connection to communicate with the Offerings. Customer's credentials for accessing any Offering are for Customer's internal use only and Customer may not share or disclose them to any other entity or person (except to its employees or permitted subcontractors). Customer is responsible for any use of Customer's credentials and will notify Supplier in writing immediately upon becoming aware of any breach of security related to Customer's credentials or any unauthorized access to an Offering. Customer will fully cooperate with Supplier in investigating and remediating such breach or unauthorized access and any resulting damage to Supplier, Customer, or a third party. Customer is responsible for complying with the Data Protection Plan and all other security requirements as may be published by Supplier or communicated to Customer from time to time. Customer will be deemed to have taken any action that Customer permits, assists, or facilitates any person or entity to take related to this Agreement, Customer Content, or any Offering.

10. General

10.1. Performance by Supplier. Supplier will have the right to use Affiliates and subcontractors to perform any of its obligations and exercise any of its rights under this Agreement, and in such event, Supplier will remain responsible for such obligations and exercise of rights.

10.2. Excusable or Delayed Performance. Supplier will not be liable for delays or nonperformance due to causes beyond its reasonable control, including acts of God, acts of Customer, prerequisite work by others, acts of civil or military authority, government priorities, changes in laws or regulations, fires, strikes or other labor disturbances, floods, epidemics, war terrorism, riot, delays in transportation or car shortages, or inability to obtain or delay in obtaining suitable labor, materials, government permits, or facilities. In the event of any such delay, the time of performance will be extended for a period equal to the time lost because of the delay, or if performance is rendered impossible, Supplier will be excused from performance subject to an equitable adjustment to the applicable fees. In the event Supplier is delayed by conditions caused by Customer or by prerequisite work by other contractors or suppliers of Customer, Supplier will be entitled to an equitable price adjustment in addition to extension of the time of performance.

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10.3. Independent Contractors. Supplier and Customer are independent contractors, and neither Party, nor any of their respective Affiliates, is an agent, partner, or joint-venturer of the other Party for any purpose or has the authority to bind the other Party.

10.4. No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

10.5.1 Trade Compliance. Each Party will comply with applicable laws that govern the import, export, or re-export of data or materials supplied under this Agreement and will be responsible for obtaining and maintaining any authorization required for its performance or use under this Agreement. Without limiting the foregoing, Customer will not sell, distribute, disclose, release, or otherwise transfer any item or technical data provided under this Agreement to: (a) any country designated as a "State Sponsor of Terrorism" by the U.S. Department of State including, for this Agreement, the countries of Cuba and North Korea; (b) any entity located in, or owned by an entity located in, a "State Sponsor of Terrorism" country, Cuba, or North Korea; (c) the region of Crimea; or (d) any person or entity listed on the “Entity List” or "Denied Persons List" maintained by the U.S. Department of Commerce, the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury, or any other applicable prohibited party list of the US Government. This Section will apply regardless of the legality of such a transaction under local law. Customer acknowledges that under Section 10.5.1, Supplier may conduct periodic screening of Customer to comply with applicable laws and consents to the foregoing.

10.5.2 In addition, Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Offerings supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. Customer shall undertake its best efforts to ensure that the purpose of this paragraph is not frustrated by any third parties further down the commercial chain, including by possible resellers. Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this paragraph. Violation by Customer of this Section 10.5.2 shall constitute a material breach of an essential element of this Agreement, and Supplier shall be entitled to seek appropriate remedies, including, but not limited to, termination of this Agreement for breach. Customer shall immediately inform Supplier about any problems in complying with its obligations set forth in this Section 10.5.2, including any relevant activities by third parties that could frustrate the purpose of this Section 10.5.2. Customer shall make available to Supplier, information related to its compliance with the obligations under this Section 10.5.2 within two weeks of Supplier’s request.

10.6 Severability and Interpretation. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of the Agreement will remain in full force and effect. Section headings are used for convenience only. References to “days” refer calendar days unless otherwise specified. The words “including” and “for example” (or “e.g.,” or words of similar import to any of the foregoing), are not limiting or exclusive and will be deemed followed by “without limitation,” whether or not such language is included.

10.7 Access to Information. As required by Florida law, Supplier or Supplier’s designated agent may, upon reasonable notice to Customer, request from Customer, and Customer will provide promptly, Customer’s books, records, and any other information to verify Customer’s compliance with the terms and conditions of this Agreement (including Section 10.5). If any review reveals an underpayment by Customer, Supplier may invoice Customer for such underpayment in accordance with Supplier’s standard policies. Customer will pay such invoice in accordance with the payment terms of this Agreement. Supplier will pay for any audits, unless an audit reveals that Customer has underpaid by more than 5% of the fees owed in any three (3)-month period, in which case, Customer will reimburse Supplier for its reasonable audit costs.

10.8 Notices. Supplier may provide any notice required or permitted to be given to Customer under this Agreement by sending a written notice to the mailing or email address below (as may be updated by Customer from time to time upon notice to Supplier):

By personal delivery, overnight courier, or registered or certified mail:

Fort Pierce Utilities Authority
PO BOX 3191
FORT PIERCE, FL 34948-3191
Email:

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Notices to Supplier under this Agreement may be provided as follows (as may be updated by Supplier from time to time upon notice to Customer):

By personal delivery, overnight courier, or registered or certified mail:

InnovatePro Management USA LLC
200 Foxborough Blvd.
Foxborough, MA 02035
Attention: GENERAL COUNSEL
Email: Proficy.ClientServices@gevernova.com

Notices sent by mail will be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or registered mail (return receipt requested); or (c) one (1) day after if it is sent by next day delivery by a major commercial delivery service. Any notices sent by email will be effective upon receipt of the same.

10.9 Assignment. Neither Party may assign this Agreement, nor any of its rights or obligations under this Agreement, without the prior written consent of the other Party, and any assignment in violation of this provision will be void. Without limiting the generality of the foregoing, Customer may not directly or indirectly assign or delegate its rights or obligations under this Agreement, whether by operation of law, contract or otherwise, without the prior written consent of Supplier. A change in control of Customer will be considered an assignment. Customer will notify Supplier promptly of any change in control of Customer. Notwithstanding the foregoing, Supplier may assign this Agreement, or any of its rights or obligations under this Agreement, without the necessity for obtaining consent, to any Affiliate of Supplier. Subject to these requirements, this Agreement will be binding upon, and inure to the benefit of the Parties and their respective successors and assigns.

10.10 Entire Agreement. This Agreement is the entire agreement between Customer and Supplier regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Customer and Supplier, whether written or oral, regarding the subject matter of this Agreement. The Specific Terms, including the Software Terms, SaaS Terms, Hardware Terms and Professional Services Terms that are attached to these General Terms. For clarity, any Ordering Documents entered into between the Parties are governed by these General Terms and form a part of the Agreement. Unless otherwise expressly agreed in writing between the Parties: (a) the terms of an Ordering Document will take precedence over any conflicting or inconsistent term in these General Terms with respect to the specific Offering that is purchased by Customer under such Ordering Document; and (b) the terms of any Specific Terms will take precedence over any conflicting or inconsistent term in these General Terms with respect to the specific Offering that is accessed or used by Customer under such Specific Terms. Any purchase order, order receipt, acceptance, confirmation, correspondence, online terms, or other confirmatory documents presented by Customer at any time will be deemed to be presented for payment purposes only. Supplier rejects, and will not be bound by, any additional or different terms contained in such documents.

10.11 Modification; Amendments. This Agreement may not be modified except in a written agreement signed by authorized representatives of both Parties. No oral agreement, course of dealing, or trade usage will be deemed to modify this Agreement.

10.12 Waivers. The failure of a Party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision or limit a Party's right to enforce such provision later. All waivers must be in writing and signed by the Party issuing the waiver.

10.13 Arbitration. This Agreement will be governed by the laws of the State of New York, without reference to its conflict of laws provisions. The provisions of the United Nations Convention on the International Sale of Goods will not apply to this Agreement. Notwithstanding the choice of substantive law above, the Parties agree that this Agreement concerns interstate commerce, and that arbitration and this agreement to arbitrate will be governed by Title 9 (Arbitration) of the United States Code. Except for disputes falling within the Arbitration Exceptions (as set forth below), all disputes arising out of, relating to, or in connection with this Agreement (including any disputes regarding the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this Agreement) will be referred to and finally resolved by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The seat, or legal place, of arbitration will be New York, New York. The language of arbitration will be English. The number of arbitrators will be three, with the claimant party nominating one arbitrator, the respondent party nominating one arbitrator, and the third and presiding arbitrator being nominated by the two party appointed arbitrators within thirty (30) days of the appointment of the second arbitrator. The Emergency Arbitrator Provisions will not apply. Except in respect of disputes falling under the Arbitration Exceptions, the Parties agree that they are each waiving the right to a trial by jury. The arbitration award will be final and binding on the Parties.

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Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant Party or its assets. Notwithstanding the agreement to arbitrate above, or the provisions of the Rules of Arbitration of the International Chamber of Commerce, the Parties agree that the obligations under this Section will not apply to any claim (including to seek injunctive relief) by a Party: (a) to enforce its intellectual property rights, including claims relating to any actual or alleged infringement of a Party's copyrights, patents or patent applications, trademarks, or trade secrets; or (b) for any breach of confidentiality under this Agreement (the "Arbitration Exceptions").

10.14 High Risk Uses. Customer acknowledges that the Offerings are not designed for real-time control or time-sensitive applications that have the potential to cause death, personal injury, or property damage or that could result in radioactive, chemical, or biological contamination or environmental damage, including use for control of any nuclear facility or activity. Customer assumes the entire risk for any such use and will defend and indemnify Supplier, and its Affiliates, licensors, and service providers from any liability to third parties resulting therefrom.

10.15 Insurance. During the Term of the Agreement, Supplier shall maintain for its protection any legally required insurance, each with an insurer with an A.M. Best's rating of A- or better to protect from claims arising as a result of the negligence of Supplier in its performance under this Agreement. Alternatively, the Parties agree that Supplier may satisfy any or all of the insurance requirements through self-insurance. If required by the Customer, Supplier shall provide a certificate of insurance reflecting such coverage.

10.16 U.S. Government Contracting. If applicable, Customer represents and warrants that it is neither a U.S. Government entity nor procures Offerings for or on behalf of a U.S. Government entity.

10.17 Environmental, Health and Safety

10.17.1 Personnel Safety. Customer shall maintain safe working conditions at each of Customer's locations where Supplier personnel may be deployed in connection with Supplier's performance of any of its obligations under an Ordering Document or SOW mutually agreed to and executed by both Parties (hereinafter "Site") and protect Supplier's personnel working on or in the vicinity of controlled equipment at each Site from and including, without limitation, exposure to Hazardous Materials, confined space entry, the energization and de-energization of power systems (electrical, mechanical and hydraulic) by using safe and effective lock-out/tag-out ("LOTO") procedure and by providing instruction for the energizing and de-energizing of the same. "Hazardous Materials" shall mean any toxic or hazardous substance, hazardous material, dangerous, hazardous or regulated waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any law.

10.17.2 Safe Work Conditions. Customer shall timely notify Supplier in writing of all applicable Site-specific health, safety and environmental requirements and procedures, and provide a site EHS induction and orientation for Supplier's personnel working at Site. Without limiting Customer's responsibilities under this clause and any other agreed environmental health and safety terms and conditions, Supplier may, from time to time, before and during the provision of the Services, inspect applicable health and safety conditions at each Site, preferably jointly with Customer, to ensure safe conditions exist and make recommendations to Customer.

10.17.3 Equipment Operation. Operation of Customer's equipment at the Site is the Customer's responsibility. Under normal circumstances, Customer shall not require or permit Supplier's personnel to operate Customer's equipment at Site. If Customer requires or permits the Supplier's personnel to operate Customer's equipment at the Site, Customer will indemnify and hold Supplier, its personnel, employees and agents, harmless from any and all claims, damages, losses, causes of action, demands, judgments, expenses and liabilities (including reasonable attorneys' fees) incurred by or imposed upon Supplier, its employees and agents, based upon injury to persons (including death) or damage to property resulting from Supplier, its personnel, employees or agent's operation of Customer's equipment at the Site.

10.17.4 Emergency Response. Customer shall train Supplier's personnel working at Site on its emergency response plan, considering specific procedures for injuries, explosion, poisoning, electrocution, fire, spills and any other emergencies caused by environmental conditions, and assist in any emergency situation. Customer agrees to make its first aid and emergency medical response facilities and resources available to Supplier's personnel working at Site who may need emergency medical attention, and collaborate with Supplier on emergency medical response and evacuation.

10.17.5 Safety Stop Work. Supplier's personnel may interrupt or stop any work and evacuate from Site, if they consider that working conditions, equipment or environment constitute a risk to their health or safety. Any delay resulting from such stop work, suspension or evacuation shall be considered an excusable event outside of Supplier's control.

SECTION B: SPECIFIC TERMS

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The General Terms are supplemented by the following Specific Terms with an “x” that are attached hereto:

x Software Terms
SaaS Terms
Professional Services Terms
Hardware Terms

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on Effective Date by their respective duly authorized officers or representatives.

By INNOVATEPRO MANAGEMENT SOLUTIONS

DocuSigned by:
F3019AC94E57446...

Signature_____

Print Name/Title Jeff Bartoletti VP, Operations

Date 21-May-2026

By FORT PIERCE UTILITIES AUTHORITY

Signature_____

Print Name/Title_____

Date_____

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SPECIFIC TERMS

SOFTWARE TERMS

1. Scope. These Software Terms ("Software Terms"), including all exhibits and addenda incorporated into these Software Terms, govern access to and use of Supplier's Software Offerings. Software Offerings are specified in the applicable Ordering Document(s). These Software Terms supplement and are incorporated into the General Terms and form part of the Agreement between Customer and Supplier. Capitalized terms used and not otherwise defined in these Software Terms will have the meanings set forth in the General Terms. In the event of any conflict between the terms and conditions in these Software Terms and in the General Terms, these terms and conditions will take precedence with respect to the specific Software Offering that is accessed or used by Customer.

2. Software Specific Terms.

2.1 Customer Responsibilities. Unless otherwise specified in an Ordering Document, Customer will be solely responsible, and Supplier has no liability, for:

- Installation, configuration, access, or use of the Software;
- Hardware, equipment, and physical infrastructure necessary to run the Software;
- Third party software not included in the Software;
- Operating, controlling, and maintaining equipment monitored by the Software; and
- Applying patches, bug fixes, upgrades, and updates of the Software or third party software.

2.2 Software Warranty. Supplier represents and warrants that as of the date of delivery by Supplier, the Software will materially conform with the applicable specifications in the then-current applicable Documentation provided by Supplier for the Software. If within ninety (90) days of the date of delivery Customer documents and notifies Supplier that the Software does not meet this warranty, then Supplier will, at its option, either: (a) correct the defect or error in the Software, free of charge; (b) make available to Customer functionally equivalent substitute software; or (c) if none of the foregoing is reasonably practicable, return to Customer all payments made as license fees for such non-conforming Software after Customer certifies in writing that it has returned or deleted all copies of the Software in its possession. The remedy provided in this Section will be Customer's exclusive remedy, and Supplier's sole obligation and liability, for any breach by Supplier of the foregoing warranty.

2.3 Delivery. Unless otherwise specified in an Ordering Document, Software will be made available by Supplier for electronic download by Customer. Supplier will be deemed to have delivered Software when Supplier makes the Software available for download by Customer. If an Ordering Document specifies that Software is to be delivered to Customer on physical media or as part of hardware equipment, then delivery of such physical media will be made FCA Supplier's facility (Incoterms 2020). No title to the Software will be transferred to Customer.

3. Support Services.

3.1 Support Services. Supplier will use commercially reasonable efforts to provide to Customer Support Services as described in the applicable Ordering Document.

3.2 Renewal Rate. Supplier may increase the applicable renewal rate for the Support Services at its reasonable discretion.

3.3 Reinstatement Fee. If, for any reason, Customer permits the Support Service to lapse, then Supplier may charge a re-instatement fee as a condition to reactivating such Support Services.

3.4 Nature of Support Services. Support Services may be provided independently as an optional Offering or as a required component of a Software Offering. To the extent Support Services are provided as a component part of a Software Offering, the relevant Support Services must be purchased and will terminate when such Software Offering is terminated or will be extended to the extent such Software Offering is extended. For clarity, to the extent Support Services are associated with a Software Offering, such Support Services will automatically terminate when the license to the underlying Software Offering is terminated.

3.5 Disclaimer. CUSTOMER ACKNOWLEDGES THAT THE INTERPRETATION OR APPLICATION OF KEY INDICATORS, METRICS, INFORMATION, OR ADVICE PROVIDED IN CONNECTION WITH SUPPORT SERVICES

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DEPENDS ON MANY FACTORS OUTSIDE OF SUPPLIER'S ABILITY TO CONTROL OR FORESEE. THE CUSTOMER IS SOLELY RESPONSIBLE FOR APPROPRIATE TESTING AND VALIDATION OF SUCH KEY INDICATORS, METRICS, INFORMATION, OR ADVICE PRIOR TO TAKING ANY ACTION OR DECISION. SUPPLIER DOES NOT AND CANNOT GUARANTEE THAT EVERY FAULT CONDITION CAN BE FORESEEN OR DETECTED OR THAT SUPPLIER WILL BE ABLE TO PROVIDE ANY PARTICULAR AMOUNT OF ADVANCE WARNING OF ANY IMPENDING FAULT OR FAILURE.

4. Effect of Termination. Immediately upon the expiration or termination of Customer's license or subscription term to any Software Offering, Customer will cease use of such Software Offering.

5. Professional Services. Any Professional Services provided by Supplier to Customer in relation to the Software Offerings will be provided pursuant to the terms and conditions of the Professional Services Terms.