FORT PIERCE UTILITIES AUTHORITY
REGULAR MEETING
AGENDA

TUESDAY
September 19, 2023 4:00 PM
City Commission Chambers
100 North U.S. #1, Fort Pierce, Florida

MEETING TO ORDER

Opening Prayer Jason Mittler, FPUAnet Manager

Pledge of Allegiance

ROLL CALL AND DECLARATION OF A QUORUM

A. SET THE AGENDA

B. APPROVAL OF MINUTES:

1. Approve the Minutes of the Regular Meeting on September 5, 2023.

C. COMMENTS FROM THE PUBLIC:

D. CONSENT AGENDA:

1. Appointment of Colleen Thurston to the Position of Human Resources Manager. Presented by Javier Cisneros.
2. POA 22-53: Approve Amendment No. 1 to Specific Authorization SA-56-EDC-23-01 with Engineering Design & Construction, Inc., of Port St. Lucie, Florida, to increase the not-to-exceed amount by $21,025 from $35,175 to $56,200. Presented by Eric Meyer.
3. POA No. 23-26: Approve the purchase of a F550 4x4 40-foot Telescopic Insulated Articulating Aerial device with ISO-Boom from Altec Industries, Inc of Birmingham, Alabama, in an amount not to exceed $153,344, under Sourcewell-NJPA Contract No. 110421 ALT. Presented by Jason Mittler.
4. Approve the Delegation of Authority to Act as Certifying Officer to permit Javier Cisneros, Director of Utilities, to act as primary contact and delegated authority over the Florida Division of Emergency Management program Florida Recovery Obligation Calculation (F-ROC).

E. RECOGNITION OF EXCELLENCE:

F. OLD BUSINESS:

G. NEW BUSINESS:

1. Accept the renewal quote and proposal from the Florida League of Cities on behalf of the Florida Municipal Insurance Trust (FMIT) for the FY 24 policy package that includes our property, general liability, cyber liability, automobile liability, and workers' compensation insurance coverage for the period of October 1, 2023 through September 30, 2024. and approve funding for the $1,509,936 annual premium.
2. Bid No. 16-42: Approve Amendment No. 5 to the Tree Trimming Services Contract with The Davey Tree Expert Company of Kent, Ohio to increase the not to exceed contract amount by $168,000 from $376,000 to $544,000 annually and to extend the contract through November 30, 2023. Presented by Bill Crawford.
3. POA 23-23: Approve the piggyback of Lee County, RFP B230154DWJ, Wastewater Collection Systems Rehabilitation and contract with Miller Pipeline LLC, of Indianapolis, Indiana, for Sewer Rehabilitation Services in an amount not to exceed $634,500 annually. The term of the Contract will be from execution through June 29, 2026 with one (1) three-year (3) year renewal options. Presented by Mark Kobbe.
4. POA 20-50: Approve Amendment No. 1 to the Annual Unit Price Contract (UPC) for the Installation of Underground Utilities for Water and Wastewater Systems with Hinterland Group Inc., of Riviera Beach, Florida, to increase the not to exceed contract amount by $500,000, from $1,000,000 to $1,500,000 annually. Presented by Lugey Dawson.
5. POA 20-50: Approve Amendment No. 2 to the Annual Unit Price Contract for the Installation of Underground Utilities for Water and Wastewater Systems with Mastec North America, Inc., of Coral Gables, Florida, to increase the not to exceed contract amount by $1,000,000, from $2,400,000 to $3,400,000 annually. Presented by Lugey Dawson.
6. On 12/15/2020, the FPUA Board approved electronic payment processing fees not to exceed $500,000. As a result of the increased volume, these fees are on target to exceed $750,000 for 12 months ending 02/28/2024. The current request is to increase the not to exceed limit to $900,000 annually, to accommodate the current needs and future changes. Presented by Michele Harris.
7. Power Cost Adjustment Update for July 2023. Presented by Barbara Mika.

H. AWARD OF BID:

I. RESOLUTIONS:

PUBLIC HEARINGS

1. Resolution UA 2023-08 Electric Rate Adjustments. Presented by Barbara Mika.
2. Resolution UA 2023-09 Gas Rate Adjustments. Presented by Barbara Mika.
3. Resolution UA 2023-10 Water Rate Adjustments. Presented by Barbara Mika.
4. Resolution UA 2023-11 Wastewater Rate Adjustment. Presented by Barbara Mika.

J. DIRECTOR:

K. ATTORNEY:

L. COMMENTS FROM BOARD MEMBERS:

M. ADJOURN

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE UTILITIES AUTHORITY, TUESDAY, SEPTEMBER 5, 2023, 2:00 P.M., CITY COMMISSION CHAMBERS.

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

Others present: Javier Cisneros, Director of Utilities; Barbara Mika, Director of Finance and Administrative Services; Daniel Retherford, Director of Utility Support Services; Bo Hutchinson, Director of Water/Wastewater Systems, Craig Crawford, Director of Electric & Gas Systems, and Caroline A. Valentin, General Counsel to FPUA Board.

The meeting was called to order by Madam Chair Kristina Gibbons.

Opening Prayer was by Carol Wilson, Human Resources.

The Pledge of Allegiance was recited.

The roll was called and a quorum declared.

ITEM A: SET THE AGENDA

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

ITEM B: APPROVAL OF MINUTES

A motion was made by Mr. Fee, seconded by Mrs. Bennett, and unanimously carried to approve the Minutes of the Regular Meeting of August 1, 2023.

ITEM C: COMMENTS FROM THE PUBLIC

ITEM D: CONSENT AGENDA

A motion was made by Mr. Fee, seconded by Mr. Lammers, and unanimously carried to approve the Consent Agenda.

ITEM E: RECOGNITION OF EXCELLENCE

ITEM F: OLD BUSINESS

ITEM G: NEW BUSINESS

1. Peter Tesch of Economic Development Council of St. Lucie County Presentation – For Information Only

2. Lugey Dawson presented the request to approve Budget Transfer Request in the amount of $300,000 to cover the remaining cost to complete the water main replacement and upsizing project, on Orange Avenue from 25th Street to 32nd Street.

A motion was made by Mr. Fee, seconded by Mayor Hudson, and unanimously carried to approve the budget transfer request in the amount of $300,000 to cover the remaining cost to complete the water main replacement and upsizing project on Orange Avenue from 25th Street to 32nd Street.

3. Michele Harris presented the June 2023 Quarterly Financial Operating Results – For Information Only.

ITEM H: AWARD OF BID

ITEM I: RESOLUTIONS

1. Barbara Mika presented the first reading of Resolution UA 2023-08 Electric Rate Adjustment.

Mrs. Cortes read RESOLUTION UA 2023-08. A RESOLUTION AMENDING, SUPERSEDING, AND RESCINDING THE SCHEDULE OF RATES FOR ELECTRIC SERVICES FURNISHED BY FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, IN RESOLUTION NO. UA 2022-06, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA, ARTICLE XII; PROVIDING FOR A 7.07% INCREASE IN THE CUSTOMER AND USAGE CHARGES, BASED ON THE 2023 FLORIDA PUBLIC SERVICE COMMISSION ANNUAL PRICE INDEX; AND PROVIDING FOR ADMINISTRATIVE ACTION, ANNUAL INDEXING PROVISION, SCRIVENOR'S ERRORS, REPEAL, SEVERABILITY AND AN EFFECTIVE DATE.

A motion was made by Mayor Hudson, seconded by Mr. Fee, and unanimously carried to approve Resolution UA 2023-08 Electric Rate Adjustments for a second reading and public hearing on September 19, 2023, or as soon thereafter as may be heard.

2. Barbara Mika presented the first reading of Resolution UA 2023-09 Gas Rate Adjustment.

Mrs. Cortes read RESOLUTION UA 2023-09. A RESOLUTION AMENDING, SUPERSEDING, AND RESCINDING THE SCHEDULE OF RATES AND CHARGES FOR NATURAL GAS SERVICES FURNISHED BY FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, IN RESOLUTION NO. 2022-07, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA, ARTICLE XII; PROVIDING FOR A 7.07% INCREASE IN THE CUSTOMER AND COMMODITY CHARGES BASED ON THE 2023 FLORIDA PUBLIC SERVICE COMMISSION ANNUAL PRICE INDEX; AND PROVIDING FOR ANNUAL INDEXING PROVISION, ADMINISTRATIVE ACTION, SCRIVENOR'S ERRORS, REPEAL, SEVERABILITY AND AN EFFECTIVE DATE.

A motion was made by Mr. Fee, seconded by Mayor Hudson, and unanimously carried to approve Resolution UA 2023-09 Gas Rate Adjustments for a second reading and public hearing on September 19, 2023, or as soon thereafter as may be heard.

3. Barbara Mika presented the first reading of Resolution UA 2023-010 Water Rate Adjustment.

Mrs. Cortes read RESOLUTION UA 2023-10. A RESOLUTION AMENDING, SUPERSEDING, AND RESCINDING THE SCHEDULE OF RATES AND CHARGES FOR WATER SERVICES FURNISHED BY FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, IN RESOLUTION NO. UA 2022-08, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA, ARTICLE XII; PROVIDING FOR A 7.07% INCREASE IN THE CUSTOMER AND VOLUME CHARGES, BASED ON THE 2023 FLORIDA PUBLIC SERVICE COMMISSION ANNUAL PRICE INDEX; AND PROVIDING FOR ANNUAL INDEXING PROVISION, ADMINISTRATIVE ACTION, SCRIVENOR'S ERRORS, REPEAL, SEVERABILITY AND AN EFFECTIVE DATE.

A motion was made by Mr. Lammers, seconded by Mrs. Bennett, and unanimously carried to approve Resolution UA 2023-10 Water Rate Adjustments for a second reading and public hearing on September 19, 2023, or as soon thereafter as may be heard.

4. Barbara Mika presented the first reading of Resolution UA 2023-11 Wastewater Rate Adjustment.

Mrs. Cortes read RESOLUTION UA 2023-11. A RESOLUTION AMENDING, SUPERSEDING, AND RESCINDING THE SCHEDULE OF RATES AND CHARGES FOR WASTEWATER SERVICES FURNISHED BY FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, IN RESOLUTION NO. UA 2022-09, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA, ARTICLE XII; PROVIDING FOR A 7.07% INCREASE IN THE CUSTOMER AND USAGE CHARGES, BASED ON THE 2023 FLORIDA PUBLIC

SERVICE COMMISSION ANNUAL PRICE INDEX; AND PROVIDING FOR ANNUAL INDEXING PROVISION, ADMINISTRATIVE ACTION, SCRIVENOR'S ERRORS, REPEAL, SEVERABILITY AND AN EFFECTIVE DATE.

A motion was made by Mr. Lammers, seconded by Mr. Fee, and unanimously carried to approve Resolution UA 2023-11 Wastewater Rate Adjustments for a second reading and public hearing on September 19, 2023, or as soon thereafter as may be heard.

ITEM J: DIRECTOR

Mr. Cisneros mentioned hosting Commissioner Broderick at the FMPA Policy Maker Committee and Board Meeting next week. An update was provided on natural gas rates.

ITEM K: ATTORNEY

No comments.

ITEM L: COMMENTS FROM BOARD MEMBERS

No comments.

Madam Chair Gibbons said meeting adjourned.

ITEM M: ADJOURN

There being no further business, the meeting was adjourned at 3:03 pm.

ATTEST:

_____ _____

SECRETARY CHAIRMAN

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

Fort Pierce Utilities Authority

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

FPUA COMMUNITY PROUD

BOARD SUBMISSION FORM

Department: 11 – Director of Utilities

Board Meeting Date: **September 19, 2023**

Presenter(s): Javier Cisneros

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

Subject **Appointment of Colleen Thurston to the position of Human Resouces Manager**

Recommendation:

For Information Only.

Reviewed By Attorney: ____ Yes X No

Funds Available From: X No Funds Needed ____ Budgeted

Approvals:

System Director: _____

Director of Financial Services: _____

Director of Utilities: Javier Cisneros

Fort Pierce Utilities Authority

MEMORANDUM

To: FPUA Board

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

Date: September 19, 2023

Subject: Appointment of Colleen Thurston to the Position of Human Resources Manager

RECOMMENDATION:

Confirm appointment of Colleen Thurston to the position of Human Resources Manager.

SUMMARY/SUPPORTING INFORMATION:

In accordance with Section 172 of the City Charter, Department Heads shall be appointed by the Director subject to the approval of the Authority.

The Human Resources Manager job opening was advertised on July 18, 2023 and was closed on August 4, 2023 after receiving thrity applicanttions. Of the thirty applications, twelve met some of the minimum qualfiications for the position and were referred for consideration. Three applicants were interviewed.

Colleen Thorton received her Bachelor's Degree from Indian River State College in Business Administration. She has over twenty years of progressive human resources experience across diverse industries and disciplines. Colleen's experience will significantly impact and enhance the Human Resources group, contributing to the success of the company.

ALTERNATIVES:

ATTACHMENTS:

D-2

Fort Pierce Utilities Authority

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

Board Submission Form

9/13/2023

Department: 56 - Electric & Gas Engineering

Board Meeting Date: 09/19/2023

Item Type: Consent Agenda

Subject: Specific Authorization SA 56-EDC-23-01 Indrio Gas Transmission Station Amendment No. 1

Recommendation:

POA 22-53: Approve Amendment No. 1 to Specific Authorization SA-56-EDC-23-01 with Engineering Design & Construction, Inc., of Port St. Lucie, Florida, to increase the not-to-exceed amount by $21,025 from $35,175 to $56,200. Presented by Eric Meyer.

Reviewed By Attorney: NA (FPUA Standard Contract)

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

Approvals:

System Director:	CRAWFORD, CRAIG A.	Sep 13 2023 11:43AM
Director of Finance:	MIKA, BARBARA A.	Sep 12 2023 5:29PM
Director of Utilities:	CISNEROS, JAVIER	Sep 13 2023 3:42PM

Fort Pierce Utilities Authority

Memorandum

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

THROUGH: Craig A. Crawford, Director of Electric & Gas Systems

FROM: Eric D. Meyer, Supervising Engineer

DATE: September 13, 2023

SUBJECT: **Specific Authorization SA 56-EDC-23-01 Indrio Gas Transmission Station Amendment No. 1**

PRESENTER(S): Eric Meyer

RECOMMENDATION:

POA 22-53: Approve Amendment No. 1 to Specific Authorization SA-56-EDC-23-01 with Engineering Design & Construction, Inc., of Port St. Lucie, Florida, to increase the not-to-exceed amount by $21,025 from $35,175 to $56,200.

SUMMARY/SUPPORTING INFORMATION

The North Gas Expansion is a project that was selected to be part of the Series 2022A Bond issuance funding. As part of the project, acquisition of property for a new gate station is required in order to interconnect to Florida Gas Transmission (FGT) facilities and provide necessary service reliability to potential gas customers. The location is approximately 0.5 miles south of the I-95 & Indrio Rd intersection.

The original proposal from EDC was approved under Director of Utilities review on November 1st, 2022. The scope of the original proposal was to begin surveying and procurement activities to acquire a parcel for the gate station. Since this original proposal, a site has been designated and the activities in the original proposal were completed. However, due to additional items arising from the new site designated, the vendor is requesting an amendment to the existing Specific Authorization to finalize acquisition of the property. These new items requested are Team / Agency meetings for the new tasks, Rezoning Approval as required for submittal to St. Lucie County, site plan adjustments for St. Lucie County approval as directed by FPUA staff, St. Lucie County Fire

District (SLCFD) approval, a One-Time Lot Split survey based upon the new location, and Landscape Plans for submittal to St. Lucie County.

This amendment requires FPUA Board review and approval since the total amount of the Specific Authorization with this amendment exceeds $50,000.

ALTERNATIVES (IF ANY):

Do not approve the amendment. This is not recommended as the tasks required in this proposal are necessary in order to acquire the parcel for FPUA Gas System use.

ATTACHMENTS:

Specific Authorization 56-EDC-23-01 Amendment No. 1 for vendor signature

AMENDMENT 1
TO SPECIFIC AUTHORIZATION NO. SA 56-EDC-23-01
INDRIO & I-95, ST. LUCIE COUNTY 0.5 ACRE SURVEY FOR INDRIO GAS TRANSMISSION STATION
POA NO. 22-53

Effective **upon execution**, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto agree to amend the above-named Contract, between **Fort Pierce Utilities Authority (FPUA)** and **Engineering Design & Construction, Inc.** (Contractor) entered into on **November 17, 2021** as follows:

Section 2

Delete: "Firm will provide the following Services in accordance with applicable section(s) of the Contract: See Exhibit A for proposal by Firm outlining Scope of Work."

Replace with: "Firm will provide the following Services in accordance with applicable section(s) of the Contract: See Exhibit A for proposal by Firm outlining Scope of Work and Exhibit B for permitting submittals."

Section 5

Delete: "Total Project Cost: $35,175.00 (Thirty-Five Thousand One Hundred Seventy-Five dollars and no cents), in accordance with the terms contained in the Contract."

Replace with: "Total Project Cost: $56,200.00 (Fifty-Six Thousand Two Hundred dollars and no cents), in accordance with the terms contained in the Contract."

Section 8

Delete: "FPUA hereby designates Thierry Sydné, E.I., as FPUA's Designated Representative pursuant to Section 5 of the Contract."

Replace with: "FPUA hereby designates Eric Meyer, P.E., as FPUA's Designated Representative pursuant to Section 5 of the Contract."

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

[signatures are on the following page]

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

Signed, sealed, and delivered in the presence of:

ENGINEERING DESIGN & CONSTRUCTION, INC.

BY: _____
Signature/Officer of Firm (Manual)

_____
Name (Typed or Printed)

TITLE: _____

ATTEST:

FORT PIERCE UTILITIES AUTHORITY

_____
Secretary

BY: _____
Chairman

(FPUA Seal)

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
FPUA General Counsel

EXHIBIT B

August 25, 2023

FPUA
Attn: Craig Crawford
1701 S. 37th Street
Fort Pierce, FL 34947

via e-mail: ccrawford@fpua.com

Subject: Proposal for a Rezone Application, Minor Site Plan Application, and a One-time Lot Split Survey associated with approximately 0.50 Acres located at the SW Corner of Indrio Rd and I-95 on Aico Rd in St. Lucie County, Florida

Dear Mr. Crawford:

We appreciate the opportunity to submit the following proposal for professional services regarding the property located at the SW corner of Indrio Rd and I-95 on Aico Rd in St. Lucie County, Florida. The subject property is identified below:

Parcel ID	Parcel Address	Acreage	Current FLU	Current Zoning
1317-413-0010-000-7	TBD	111.99	TVC	CG / IL

The subject property is located in the Towns, Villages, Countryside (TVC) Future Land Use Designation and lies in the Agricultural – 1 (AG-1) Zoning District. We understand that you wish to obtain approval for a gas transmission station on approximately 0.50 acres of the subject site. This would require a one-time lot split to depict the property, rezoning the property to the Utilities (U) zoning designation, and approval of a Minor Site Plan approval from St. Lucie County.

The following Scope of Services includes a rezone application, minor site plan application, and a one-time lot split survey for submittal for St. Lucie County. This proposal assumes no traffic impact report will be required due to minor of trips generated by the proposed project. Should a traffic impact report be required, it will be included in a separate proposal. If you agree with the proposed tasks please sign and return to our office as authorization to proceed. Thank you for the opportunity to serve as your civil engineering consultants.

Respectfully,

ENGINEERING DESIGN & CONSTRUCTION, INC.

Roderick Kennedy
President

Z:\EDC-2022\22-441 - FPUA - Indrio Gas Transmission Station\ENGINEERING\Administration\Contracts\2023-08-24_C_Crawford_FPUA_Gas_Transmission_RZ_SP Proposal_22-441.docx

SCOPE OF PROFESSIONAL SERVICES

For

FPUA – INDRIO GAS TRASMISSION STATION

1. **TEAM / AGENCY MEETINGS:** CONSULTANT will attend periodic development meetings with the CLIENT, Team, and Governmental entities to discuss the schedule and progress of the work. This also includes preliminary meetings with various agencies if required. As required, the CONSULTANT will coordinate with the CLIENT and other professionals to collect and submit required documents to the various agencies. This task includes attendance at one (1) Development Review Committee (DRC) Meeting, one (1) Planning & Zoning (P&Z) Commission Meeting, and one (1) Board of County Commissioners (BOCC) meeting.

   Time & Expense: $ 3,500.00

2. **REZONING APPROVAL:** CONSULTANT will prepare rezone application package along with supporting documents as required for submittal to St. Lucie County. This request is for approval to rezone the 0.50 parcel from Agricultural - 1 (AG-1) Zoning District to Utilities (U) Zoning District. CONSULTANT will prepare the required application materials for submittal to St. Lucie County. CONSULTANT will prepare for one (1) Development Review Committee (DRC) meeting, one (1) Planning & Zoning (P&Z) Commission meeting, and one (1) Board of County Commissioners (BOCC) meeting. This task includes one (1) round of response to comments.

   Lump Sum: $ 5,500.00

3. **MINOR SITE PLAN APPLICATION:** CONSULTANT will prepare a site plan application and supporting documents based on the approved conceptual plan by the CLIENT. CONSULTANT will prepare preliminary engineering plans for submittal to the St. Lucie County for site plan approval. The plan will be reviewed by the CLIENT and revisions will be incorporated to act as the basis for the final engineering plans. The plans will address, major drainage features and grading concepts. The plan will also include basic civil design requirements such as paving cross sections, sidewalk design, and roof drainage concepts if required. These plans will be submitted to St. Lucie County for approval as part of the site plan application. In addition to the plan preparation, the CONSULTANT will prepare the required application materials for submittal to St. Lucie County. CONSULTANT will prepare for one (1) Development Review Committee (DRC) meeting. This task includes one (1) round of response to comments.

   Lump Sum: $4,500.00

4. **ST. LUCIE COUNTY FIRE DISTRICT (SLCFD) APPROVAL:** As required by SLCFD, CONSULTANT will prepare a site plan application and supporting documents for submittal to SLCFD for site plan approval. CONSULTANT will prepare for attendance at one (1) intake meeting. This task includes one (1) round of response to comments

   Lump Sum: $ 1,200.00

5. **ONE-TIME LOT SPLIT:** The CONSULTANT will prepare a Lot Split survey, including two (2) sketch and legal descriptions: one (1) for each of the two parcels created by said lot split. The lot split application will be submitted to St. Lucie County for approval. The survey and descriptions will be prepared under the supervision of a Professional Surveyor and Mapper licensed in the State of Florida, in accordance with the Standards of Practice for Surveying and Mapping in the State of Florida, as defined in Chapter 5J17-050 of the Florida Administrative Code. The survey will be tied to the Florida State Plane Coordinate System NAD1983, 1990 adjustment.

Lump Sum: $ 4,600.00

6. **LANDSCAPE PLANS:** The CONSULTANT will prepare code minimum landscape plans for submittal to St. Lucie County. CONSULTANT will provide signed and sealed landscape plans for government submittal. This task includes one (1) round of response to comments, one (1) tree mitigation plan if required, and coordination with local government and the CLIENT.

Lump Sum: $ 1,725.00

EXHIBIT B

SCOPE OF PROFESSIONAL SERVICES

For

FPUA – INDRIO GAS TRASMISSION STATION

1. Not Included: The following bulleted items are not included in this proposal and must be provided by the CLIENT or agreed to under separate contract with the CONSULTANT.

- Application Fees.
- Only task shown is being provided.
- Traffic Impact Report

2. Invoices: Billing shall be invoiced on the percentage complete of the lump sum elements or for services actually accomplished for hourly rate elements. Fees for professional services rendered are due and payable upon receipt of invoice. In the event the CLIENT has an objection to any portion of said invoice, the CLIENT must notify the CONSULTANT in writing within ten (10) business days of the date of the invoice. Such notice of objection shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within ten (10) business days it shall constitute approval of invoice by the CLIENT. All money owed to CONSULTANT for services rendered is due and payable within thirty (30) days of CLIENT being submitted an invoice, regardless of whether Contractor has been paid by property owner. Payments not received within thirty (30) days of invoice issue will be subject to a 1+½ % interest charge per month eighteen percent (18%) per annum compounding interest. Retainers are forfeited if project activity ceases for a period of 180 days.

3. Attorney's Fees and Costs / Dispute Resolution: CLIENT agrees to pay all reasonable attorney's fees and costs associated with CONSULTANT enforcing any provision of this Contract, including, but not limited to, payment for services rendered. Notwithstanding principles of conflicts of law of any jurisdiction to the contrary, all terms and provisions of this Agreement are to be construed and governed by the laws of the State of Florida without regard to the laws of any other jurisdiction wherein any party resides or performs any duties hereunder or where any violation of this Agreement occurred. Any claim arising out of collection activities for monies due under this Agreement shall be brought exclusively in the circuit or county courts of St. Lucie County and the parties hereby submit to personal jurisdiction in the State of Florida and to venue in St. Lucie County.

4. Contract Limits: This proposal is valid for a period of 60 days from the date of the CONSULTANT's signature. A CLIENT signed response received after the 60-day time period will be considered void. The CONSULTANT will re-submit the proposal with any necessary revisions for consideration by the CLIENT before any work begins. Work begins when the CONSULTANT receives a complete, original, signed agreement and any required retainer. The captions contained in this Agreement are for informational purposes only and are of no legal effect. They shall not be used to interpret or construe the provisions of this Agreement.

5. Documents: All original work shall be the property of the CONSULTANT. All documents furnished by the CONSULTANT are instruments of this service. Reproducible copies will be given to the CLIENT, at his request, if the CLIENT has satisfied all of its obligations under this Agreement. Any use or reuse of the original, or altered computer files by the CLIENT or others without written verification by CONSULTANT or other adaptation for the specific purpose intended will be at the CLIENT'S risk and full legal responsibility. Any verification of such adaptation by the CLIENT will entitle CONSULTANT to additional compensation at the current time and expense rate.

6. Limits of Liability: The CLIENT shall, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, indemnify and hold CONSULTANT harmless from any and all claims, losses, damages, suits, liability, demands or costs arising out of or resulting there from. The CONSULTANT or his consultants, agents, representatives or employees shall not be liable to the CLIENT for indirect, special, reliance, incidental, consequential or exemplary, lost profits, other costs due to changing conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications, arising out of or concerning the performance of the services for this Agreement beyond the amount of fees paid for such services.

7. Cost Estimates: The CLIENT hereby acknowledges that the CONSULTANT cannot warrant that estimates of probable construction or operating costs provided by the CONSULTANT will not vary from actual costs incurred by the CLIENT.

8. Construction Services: Should Construction Administration Services be provided to the CLIENT by the CONSULTANT, it is understood that this service includes periodic observation of the contractor's work. The CONSULTANT does not, and shall not, act as a construction manager to direct and supervise the work being performed. Furthermore, the CONSULTANT shall not be held liable for specific construction errors or deficiencies not observed during any periodic observation of the contractor's work. In addition, the CONSULTANT will not be responsible for the Contractor's failure to perform the work in accordance with the contract documents. The CLIENT also agrees to indemnify and hold the CONSULTANT harmless for unsafe construction practices performed by the Contractor.

9. Severability: If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. Remedies Not Exclusive: All rights, duties and obligations of the parties are in addition to, and not substitution of, all rights, duties and obligations provided by applicable law. No remedy provided in this Agreement, or otherwise confirmed upon or available to the parties, will be considered exclusive of any other remedy, but will be cumulative and in addition to every other remedy provided in this Agreement, or presently or hereafter existing. No delay or omission to exercise any right or remedy will impair the same or be construed as a waiver.

11. Non-Waiver of Contractual Rights: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of Agreement.

12. Termination: The obligation to provide further services under this agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. However, CONSULTANT may, after giving seven (7) days written notice to the CLIENT, suspend services under this agreement for non-payment of invoices. CONSULTANT shall be compensated for all services performed to the termination date together with expenses then due and all termination expenses.

13. Advice of Counsel: Each party acknowledges that it has reviewed carefully all provisions contained in this Agreement prior to its execution. Each party acknowledges further that they have had the opportunity to seek advice of an attorney of their choice. Each party agrees that they have executed this Agreement freely and voluntarily and believes this Agreement to be fair, just and reasonable.

14. Advertising: The CONSULTANT retains the right to post a Company sign on the subject property once planning and civil design commence. The sign will be no larger than 3' by 4' and include the CONSULTANT's name, Company description, and phone number. All costs to create and install the design will be solely incurred by the CONSULTANT. The sign will be located in a convenient unobtrusive location and will be removed once the project is complete.

15. Schedule of Hourly Charges:

PRINCIPAL ENGINEER / PLANNER / ENVIRONMENTAL SCIENTIST / SURVEYOR	$ 225.00
SENIOR PROJECT MANAGER	$ 185.00
DRONE TECHNOLOGY	$ 150.00
SURVEY CREW	$ 160.00
PROJECT MANAGER (ENGINEERING, ENVIRONMENTAL, PLANNING, SURVEYOR)	$ 160.00
PROJECT ENGINEER / PLANNER / ENVIRONMENTAL SCIENTIST	$ 125.00
INSPECTOR / ENVIRONMENTAL FIELD	$ 110.00
INTERIOR DESIGN	$ 125.00
CADD TECH	$ 90.00
EXPERT WITNESS	$ 400.00
ADMINISTRATIVE STAFF / CLERICAL	$ 60.00

16. Reimbursable Expenses: Please note, submitted invoices will also include five (5%) service charge to cover items including mileage, postage, copies, and other administrative costs. Other direct expenses including out of region travel expenses, out-of-office reproduction or photographic services, special mailing or delivery services, contract services authorized by the CLIENT, sub-consultant fees, permit fees authorized by the CLIENT, legal advertisements and notices, and special materials will be the responsibility of the CLIENT. A fifteen percent (15%) handling and administrative charge will be added to the above mentioned "other direct expenses".

IN WITNESS WHEREOF, the CLIENT and CONSULTANT have executed this Agreement the day and year indicated below. By execution of this Agreement, both the CLIENT and the CONSULTANT agree to the conditions reflected in the attached proposal including the Special Provisions.

As to **CONSULTANT**
Engineering Design & Construction, Inc.

Roderick Kennedy, President

Dated: August 25, 2023

As to **CLIENT**

Name/Title:

Dated:

Client Billing Name:

Client Billing Address:

Billing Email Address:

Fort Pierce Utilities Authority

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

Board Submission Form

9/13/2023

Department: 93 - FPUAnet Communications

Board Meeting Date: 09/19/2023

Item Type: Consent Agenda

Subject: ALTEC Model AT40-G Telescopic Articulating Aerial device with ISO-Boom.

Recommendation:

POA No. 23-26: Approve the purchase of a F550 4x4 40-foot Telescopic Insulated Articulating Aerial device with ISO-Boom from Altec Industries, Inc of Birmingham, Alabama, in an amount not to exceed $153,344, under Sourcewell-NJPA Contract No. 110421 ALT. Presented by Jason Mittler

Reviewed By Attorney:

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

Approvals:

System Director:	RETHERFORD, DANIEL PAUL	Sep 12 2023 2:32PM
Director of Finance:	MIKA, BARBARA A.	Sep 13 2023 1:05PM
Director of Utilities:	CISNEROS, JAVIER	Sep 13 2023 3:37PM

Fort Pierce Utilities Authority

Memorandum

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

THROUGH: Daniel Paul Retherford, Director of Utility Support Services

FROM: Jason M. Mittler, FPUAnet Communications Manager

DATE: September 13, 2023

SUBJECT: **ALTEC Model AT40-G telescopic articulating Aerial device with ISO-Boom.**

PRESENTER(S): Jason Mittler

RECOMMENDATION:

POA No. 23-26: Approve the purchase of a F550 4x4 40-foot Telescopic Insulated Articulating Aerial device with ISO-Boom from Altec Industries, Inc of Birmingham, Alabama, in an amount not to exceed $153,344, under Sourcewell-NJPA Contract No. 110421 ALT.

SUMMARY/SUPPORTING INFORMATION

FPUAnet has over 125 miles of fiber of which most is aerial. Currently FPUAnet uses ladders and borrows bucket trucks from other departments when available. Work that requires a bucket truck is done almost every day and will increase as FPUAnet expands its network. Typically, vehicles like this have lead times of over 2 years and ALTEC currently has one on the ground and can be onsite prior to the end of the budget year. This purchase will remove the need to purchase the F350 with utility bed that is budgeted for FY24. Funds are available from various FPUAnet Capital projects within FY23.

ALTERNATIVES (IF ANY):

Do not approve and keep using other department resources or rent a bucket at $3,800 per month.

ATTACHMENTS:

Altec Quote

Altec Industries, Inc.

Quote Number:	1483657
Opportunity Number:	23069543
Sourcewell Contract #:	110421-ALT
Date:	9/11/2023

Quoted for: Fort Pierce utility Authority
Customer Contact: Jason Mittler
Phone: / Email:

Quoted by: Paul Gipson
Phone: / Email:
Altec Account Manager: Alec Deker

REFERENCE ALTEC MODEL		**Sourcewell Price**
AT37G	**Articulating Telescopic Aerial Device (Insulated)**	**$161,317**

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT37G-US40	40' Boom Height (AT40-G) MUST quote ISO option	$3,264
2	AT37G-ISO	ISO boom - MUST QUOTE for 40' boom height (n/a on base model)	$5,746
3	AT37G-AWD	All Wheel Drive	$6,739
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	FE	POWER EQUIPMENT (Power Locks and Power Windows)	$1,352
2			
3			
4			
5			
6			
7			
8			
9			
10			
		SOURCEWELL OPTIONS TOTAL:	$178,418

(B.) **OPEN MARKET ITEMS** *(Customer Requested)*

1	UNIT		$0
2	UNIT & HYDRAULIC ACC		$0
3	BODY		$0
4	BODY & CHASSIS ACC		$0
5	ELECTRICAL		$0
6	FINISHING		$0
7	CHASSIS		-$10,599
8	OTHER		-$17,716
		OPEN MARKET OPTIONS TOTAL:	-$28,315

SUB-TOTAL FOR UNIT/BODY/CHASSIS:	**$150,103.00**
Delivery to Customer:	**$3,241.00**
Extended Warranty:	
TOTAL FOR UNIT/BODY/CHASSIS:	**$153,344.00**

(C.) **ADDITIONAL ITEMS** (items are not included in total above)

1		5-YR Altec Unit TLME Extended Warranty	$5,510
2			
3			
4			

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model year beyond the current open order bank, should be considered estimates only. Altec's turn-key pricing is subject to change in accordance with chassis pricing received from the OEM. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM and that chassis price difference will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified
WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)
TO ORDER: To order, please contact the Altec Account Manager listed above.
CHASSIS: Per Altec Commercial Standard
DELIVERY: No later than **_Based on Stock Availability_** ARO, FOB Customer Location
TERMS: Net 30 days
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.
TRADE-IN: Please ask your Altec Account Manager for more information
BUILD LOCATION: Mt Airy, NC

Fort Pierce Utilities Authority

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

FPUA COMMUNITY PROUD

BOARD SUBMISSION FORM

Department: 11 – Director of Utilities

Board Meeting Date: **September 19, 2023**

Presenter(s): Barbara Mika

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

Subject **FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) CERTIFYING OFFICER DELEGATION TO JAVIER CISNEROS**

Recommendation:

Approve the Delegation of Authority to Act as Certifying Officer to permit Javier Cisneros, Director of Utilities, to act as primary contact and delegated authority over the Florida Division of Emergency Management program Florida Recovery Obligation Calculation (F-ROC).

Reviewed By Attorney: ____ Yes X No

Funds Available From: X No Funds Needed ____ Budgeted

Approvals:

System Director: _____

Director of Financial Services: Barbara A. Mika

Director of Utilities: Javier Cisneros

Fort Pierce Utilities Authority

MEMORANDUM

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

From: Barbara Mika

Date: September 19, 2023

Subject: Florida Division of Emergency Management Certifying Officer Delegation to Javier Cisneros

RECOMMENDATION:

Approve the Delegation of Authority to Act as Certifiying Officer to permit Javier Cisneros, Director of Utilities, to act as primary contact and delegated authority over the Florida DIvision of Emergency Management program Florida Recovery Oblication Calculation (F-ROC).

SUMMARY/SUPPORTING INFORMATION:

The Florida Division of Emergency Management (FDEM) is implementing a program called Florida Recovery Obligation Calculation (F-ROC) which will expedite the reimbursement to FPUA for named storm expenses that meet the following criteria:

- Large Projects (>$1M)
- Categories A & B only (Categories C – G to come)
- Time frame (6/1/23 – 5/31/2025) is two years for the first opt-in
- Opt-In Deadline is 9/30/2023
- Requires an authorized signature OR delegation of authority
- No cost to opt-in

The normal process for a declared storm with FEMA is cumbersome and lengthy in terms of justifying the costs incurred. The program only has plus sides to it. If FPUA does not encounter a disaster, we lose nothing but the application time. If we do, it will expedite payment to FPUA on “Obligated” projects for Debris and Emergency Protective Measures and is based upon our “Disaster Readiness Assessment”. The opt-in deadline is September 30, 2023 and will require an authorized signature.

The Board Chairman must authorize the Director of Utilities for the Opt-In application.

MEMORANDUM

ALTERNATIVES:

Do not approve. This is not recommended as it would limit staff's ability to efficiently execute the application.

ATTACHMENTS:
FPUA Certifying Officer Delegation for Signature

Fort Pierce Utilities Authority

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

Board Submission Form

9/15/2023

Department: 14 - Regulatory Affairs

Board Meeting Date: 09/19/2023

Item Type: Regular Agenda

Subject: FMIT INSURANCE POLICY RENEWAL FY 2024

Recommendation:

Accept the renewal quote and proposal from the Florida League of Cities on behalf of the Florida Municipal Insurance Trust (FMIT) for the FY 24 policy package that includes our property, general liability, cyber liability, automobile liability, and workers' compensation insurance coverage for the period of October 1, 2023 through September 30, 2024. and approve funding for the $1,509,936 annual premium. Presented by Barbara Mika.

Reviewed By Attorney:

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

Approvals:

System Director:	MIKA, BARBARA A.	Sep 15 2023 9:18AM
Director of Finance:	MIKA, BARBARA A.	Sep 15 2023 9:18AM
Director of Utilities:	CISNEROS, JAVIER	Sep 15 2023 11:19AM

Fort Pierce Utilities Authority

MEMORANDUM

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

From: Barbara Mika, Director of Financial Admin.

Date: September 15, 2023

Subject: Insurance Renewals - Property, Workers' Comp., General Liability, Auto and Cyber Liability Coverage

RECOMMENDATION:

Accept the renewal quote and proposal from the Florida League of Cities (FLC) on behalf of the Florida Municipal Insurance Trust (FMIT) for the FY 24 policy package that includes our property, general liability, cyber liability, automobile liability, and workers' compensation insurance coverage for the period of October 1, 2023 through September 30, 2024. and approve funding for the $1,509,936 annual premium.

SUMMARY/SUPPORTING INFORMATION:

FMIT has proposed to renew FPUA's insurance policy for $1,509,936 for the upcoming fiscal year. As quoted, the full package policy includes coverage for property, equipment breakdown, crime, general liability, errors and omissions, employment practices liability, privacy/security liability, automobile liability, cyber liability and workers' compensation/employers' liability. Based on the FY24 proposal the total cost of our insurance package increased by $623,099, representing an increase of 70.3% over the cost for FY23. This year's increase is a result of an overall increase property values and FMIT's property rates.

The FMIT conducts asset inventories every 3 – 5 years. We had not had a review of our scheduled properties in several years. This process was conducted in 2022 affecting the renewal policies for the 2023-2024 year. The result of that inventory valuation was an increase to the property value/limitation of almost 41%. The increased value was further impacted by increase in property rates and the cost of reinsurance in the state of Florida.

Other increases were moderate. A 6% increase in General Liability resulted from an increase in our exposure of 13% that was offset by improved claims experience. Workers' Compensation experience rating improved year over year which helped offset the roughly 11% increased exposure based upon anticipated salaries next year.

The premium history for the past three years and proposed FY 2024 is shown in the following table:

Coverage	*FY21*	*FY22*	*FY23*	*FY24*
	Final	*Final*	*To-Date*	*Proposed*
Property	**$344,491**	**$387,571**	**$419,474**	**$1,002,548**
Cyber Liability	**n/a**	**n/a**	**$6,571**	**$6,921**
General Liability	**$206,423**	**$224,130**	**$235,289**	**$250,434**
Auto Liability	**$48,762**	**$53,237**	**$57,719**	**$64,954**
Auto Physical Damage	**$6,067**	**$15,914**	**$15,515**	**$15,236**
Workers' Comp.	**$190,921**	**$156,052**	**$151,491**	**$169,843**
Totals	**$796,664**	**$836,905**	**$886,079**	**$1,509,936**

While the overall budget for Property and Liability insurance will have a shortfall of abot $290,000 for the fiscal year, funds are sufficient for the near term payments to FMIT. A budget transfer will be presented for approval prior to the final premuim payment.

ALTERNATIVES:

Do not approve the coverages renewal as quoted. Increasing deductible amounts would lower premiums but is not recommended due to the significant risks that FPUA would experience should there be a named storm with catastrophic impacts to property. Eliminating insurance coverage is not prudent as, the purchase and maintanance of insurance is a requirement for receiving disaster assistance from the Federal Emergency Management Agency (FEMA).

ATTACHMENTS:

FMIT Renewal Quote
Renewal proposal details

FMIT FLORIDA MUNICIPAL INSURANCE TRUST

Protecting the Communities We Call Home

RENEWAL QUOTE FOR 2023-2024

Fort Pierce Utilities Authority

FMIT 0197

Coverage	Deductible	Limit	Premium
General/Professional Liability	$25,000	$1,000,000	$250,434
Deductible Stoploss Amount	$104,398		
Cyber Liability	$25,000	$1,000,000	$6,921
Automobile Liability	$25,000	$1,000,000	$64,954
Deductible Stoploss Amount	$75,000		
Automobile Physical Damage	Per Schedule		$15,236
Property	$100,000	$117,762,590	$1,002,548
Workers' Compensation	$25,000	Total Payroll	
Experience Modification 0.66	10/1/23	$20,688,073	$169,843
TOTAL NET PREMIUM			$1,509,936

*Includes: Drug Free Credit: Yes
Safety Credit: Yes

Please Note: All descriptions of coverage provided herein are intended for illustration and general discussion purposes. Do not rely upon this communication for coverage. Refer to the FMIT Coverage Agreement(s) for applicable coverage terms, conditions, limits and obligations.

The premiums quoted above are priced according to the coverage lines presented. Any change or deletion of coverages may result in re-pricing of remaining coverage lines.

***Please see next page for options if applicable.**

FMIT FLORIDA MUNICIPAL INSURANCE TRUST

*Protecting the **Communities** We Call **Home***

RENEWAL QUOTE FOR 2023-2024

Fort Pierce Utilities Authority

FMIT 0197

DEDUCTIBLE / LIMIT OPTIONS

	Named Storm Deductible	***Annual Premium***	***Check Accepted***	***Option Rejected***
Property - Wind Coverage				
Option 1	5%	$1,002,548	O	O
Option 2	7.5%	$902,293	O	O
Option 3	10%	$812,064	O	O

Please note: All descriptions of coverage provided herein are intended for illustration and general discussion purposes. Do not rely upon this communication for coverage. Refer to the FMIT Property Coverage Agreement for applicable coverage terms, conditions, limits, and obligations.

Special Note: The 5% Named Storm Deductible option will be the default option unless FMIT is notified otherwise by completing and returning this form to your Account Executive.

FMIT FLORIDA MUNICIPAL INSURANCE TRUST

Protecting the Communities We Call Home

Proposal for 2023-2024

Fort Pierce Utilities Authority

PROPERTY COVERAGE

	Limit
Blanket Real & Personal Property	$117,762,590

An Asset Valuation will be provided at no charge.

Insured assets adjusted due to valuation will be endorsed onto the policy. Additional premium or return premium will be included on the next installment billing.

Electronic Data Processing:

- Equipment:	Included in Contents
- Software:	Included in Contents
- Equipment Breakdown:	Included in Contents

	Agreed Amount
Valuation Basis:	Replacement Cost
Coverage Form:	Special

Deductibles: $100,000 Per Occurrence - Real & Personal Property, Other Property

Named Storm Deductible is 5% of the scheduled Building, Personal Property, Other Property (including property in the open) and Business Income. The percentages are calculated using the Schedule of Values on file with FMIT. The Named Storm deductible is calculated separately and applied individually to each Building, Personal Property, Other Property and Business Income per occurrence.

Business Income waiting period is 72 hours.

Piers, wharves, docks, boardwalks and bridges are wind excluded with cause of loss – Basic Form applied. See options page for wind quote if applicable.

Antennas, towers and similar structures, including but not limited to transmitting and receiving, over $100,000 are wind excluded.

PROPERTY COVERAGE EXTENSIONS:

Excess Flood Coverage	$5,000,000
Flood Zones A & V deductible is excess of NFIP ($500,000 per building)	
Other Flood Zones - AOP deductible or other flood limits purchased, whichever is greater, per occurrence	
Terrorism	$5,000,000
Newly Acquired or Constructed Property	$2,000,000
Extra Expense	$1,000,000
Newly Acquired Business Personal Property	$500,000
Business Income	$500,000
Valuable Papers & Records	$500,000
Accounts Receivable	$500,000
Property Damage Mitigation Coverage (Named Storm)	$500,000
Unintentional Errors & Omissions	$250,000
Electronic Data Processing Equipment (Software)	$250,000
Personal Property Off Premises	$250,000
Property In Transit	$250,000
Off Premises Power Failure	$100,000
Pollutant Clean Up & Removal	$100,000
Preservation of Property	$100,000
Service Interruption Coverage	$100,000
Leasehold interest	$100,000
Personal Property of Others	$50,000
Fungus Clean Up & Removal	$25,000
Debris Removal	25% of Loss
Building Ordinance Coverage, Including Demolition	25% of Loss
Recertification of Equipment/Fire Extinguisher Recharge	$250/Day
Police Dogs & Horses	
Death in line of duty	$15,000
Annual Maximum	$30,000
Antiques & Objects of Art	
Per Item	$15,000
Annual Maximum	$250,000
Arson Reward	$5,000
Non-Scheduled Property in the Open	$500,000

Florida Municipal Insurance Trust
EQUIPMENT BREAKDOWN ENDORSEMENT QUOTATION

Issued Date: June 27, 2023 Quote Expires On: October 1, 2023
Quote Number: FBP-0151667-00(68) Declaration No: 1 of 1
Client Company Policy No.: FMIT0197

Named Insured: Fort Pierce Utilities Authority
Location(s): Per Statement of Values submitted on March 27, 2023
Total of 20 locations

========== COVERAGES ==========	========== LIMITS ==========
Equipment Breakdown Limit.....	$50,000,000
Business Income	$500,000
Extra Expense	$500,000
Expediting Expenses.....	$1,000,000
Hazardous Substances.....	$1,000,000
Spoilage.....	$500,000
Data Restoration.....	$500,000
Fungus, Wet Rot, Dry Rot and Bacteria	$25,000
Service Interruption	$500,000

========== DEDUCTIBLES ==========	
Direct Coverages.....	$100,000
Indirect Coverages	$100,000

========== OTHER CONDITIONS ==========

Newly Acquired Locations: 60 Days
"Covered equipment" 25 years or older will be valued at Actual Cash Value.
Extended Period of Restoration: 0 Days
Interruption of Service Waiting Period: 24 Hours

Effective Dates: October 1, 2023

GENERAL LIABILITY COVERAGE

Comprehensive General Liability	**Limits**
Limit Per Occurrence:	$1,000,000
Annual Aggregate:	Unlimited
Deductible StopLoss:	$25,000

Public Officials E & O / Employment Practices Liability	**Limits**
Limit Per Occurrence:	$1,000,000
Annual Aggregate:	Unlimited
Deductible StopLoss:	$25,000

StopLoss Amount:	**$104,398**

FMIT Advantage: For Members that choose a deductible - Members are **only** responsible for the deductible if a judgment or settlement occurs. Legal expenses are outside the deductible and paid solely by the Trust for General Liability.

ADDITIONAL BENEFITS:

Defense Costs paid in addition to policy limits
Premises Operations
Products/Completed Operations
Contractual Liability (Designated Contracts Only)
Owners & Contractors' Protective Liability
Personal Injury Liability
Host Liquor Liability
Incidental Medical Malpractice Liability
Watercraft Liability
Fire Legal Liability - Maximum $500,000 in any one Trust Year
Broad Form Property Damage - Maximum $500,000 in any one Trust Year
Advertising Injury Liability
Skate Facility Liability
Employment Practices Liability
Employment Law Advisor
Free Legal Advise For Employment Related Matters
Employee Benefits Program Administration Liability
Extra Contractual Legal Expense - $100,000 Aggregate Limit
(EEOC, Florida Commission on Human Relations, Ethics)
Sewerline Backup and Initial Cleanup Expense - $10,000 per affected property/$200,000 Aggregate Limit
Crisis Intervention
HR Helpline - Full Legal Support and Online Services
Herbicide/Pesticide Spraying
Limit is the General Liability limit or $1,000,000 aggregate per fund year, whichever is the lesser amount.
Bert Harris Act/Inverse Condemnation - $300,000 Limit Per Occurrence/Aggregate. Limit includes Defense Costs.
Deductible is $5,000 or the policy deductible, whichever is greater.

Optional Cyber Liability Coverage

Cyber Coverages including Privacy, Network Security and Data Breach.

Fraudulent Instructions and Electronic Crime.

$1,000,000 Annual Aggregate

Claims Made

Deductible: GL deductible or $35,000, whichever is less.

Cyber Risk Management Tools Web Site.

Note: The premium is included on the Premium Summary Page

AUTOMOBILE COVERAGE	**Limits**
Comprehensive Automobile Liability	$1,000,000
Deductible StopLoss:	$25,000
Personal Injury Protection	$10,000
Deductible StopLoss:	$25,000

StopLoss Amount:	**$75,000**

Automobile Physical Damage

Comprehensive Coverage	$5,000	Deductible
Collision Coverage	$5,000	Deductible

Note: "Vehicles with $0 value on schedule provided were not included in the quote for APD."

Coverage Includes:

- Hired & Non-Owned Liability
- Rental Reimbursement - scheduled vehicles
- Lease Differential - scheduled vehicles
- Limited Replacement Cost - owned private passenger vehicles, SUVs, Pickup Trucks
- Member's Personal Effects

FMIT Advantage: For Members that choose a deductible - Members are **only** responsible for the deductible if a judgment or settlement occurs. Legal expenses are outside the deductible and paid solely by the Trust for Automobile Liability.

CRIME & BOND COVERAGE		Limits
Bond Coverage:		
Employee Theft - Per Loss		$1,000,000
	Deductible:	$1,000
Faithful Performance - Per Loss		$1,000,000
	Deductible:	$1,000
Crime Coverage:		
Theft of Money & Securities - Loss Inside		$250,000
	Deductible:	$5,000
Computer and Funds Transfer Fraud		$1,000,000
	Deductible:	$10,000
Forgery or Alteration		$1,000,000
	Deductible:	$10,000

WORKERS' COMPENSATION PAYROLLS

	Limit
Workers' Compensation	Statutory
Employers Liability	$1,000,000 / $1,000,000 / $1,000,000

CODE	DESCRIPTION	PAYROLL
7502	GAS OPERATIONS	749,478
7520	WATERWORKS OPERATION	3,047,500
7539	ELECTRICAL LIGHT OR POWER COMPANY	7,571,741
7580	SEWAGE DISPOSAL PLANT OPERATION	1,946,259
8742	SALESPERSONS, COLLECTORS, MESSENGERS	975,895
8810	CLERICAL	6,194,384
8820	ATTORNEY - ALL EMPLOYEES	142,205
8868	COLLEGE OR SCHOOL - PROFESSIONAL EMPLOYEES (Sch	60,611
	TOTAL PAYROLL	$20,688,073

Deductible StopLoss:	$25,000	
Experience Modification Factor:	10/1/2023	0.66
Safety Credit:	Yes	
Drug Free Credit:	Yes	

StopLoss Amount:	**$103,900**

Payrolls and WC premium, including any applicable incentive credits, are subject to Final Audit.

PREMIUM SUMMARY

Coverage Line	Annual Premium
Blanket Real & Personal Property	$1,002,548
FMIT Disaster Preparedness and Recovery Program	INCLUDED
Inland Marine	INCLUDED
Equipment Breakdown Coverage	INCLUDED
Crime & Bond Coverage	INCLUDED
General Liability Coverage	$87,260
Public Officials E&O / Employment Practices Liability	$163,174
Cyber Liability	$6,921
Automobile Liability	$64,954
Automobile Physical Damage	$15,236
Workers' Compensation Coverage	$169,843
Total FMIT Premium	**$1,509,936**

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of the actual FMIT Insuring Agreement(s) and/or Policies will apply.

Please Read the following Important Notes

The premiums quoted above are priced according to the coverage lines presented. Any change or deletion of coverages may result in re-pricing of remaining coverage lines.

INTEREST FREE INSTALLMENT PLAN

First Installment	Second Installment	Third Installment	Fourth Installment
25% minimum due	25% minimum due	25% minimum due	25% minimum due
October 1, 2023	January 1, 2024	April 1, 2024	July 1, 2024

Payment will be forwarded to the Florida League of Cities in Tallahassee

WIND DEDUCTIBLE / LIMIT OPTIONS

	Named Storm *Deductible*	*Annual Premium*	*Check Accepted*	*Option Rejected*
Property - Wind Coverage				
Option 1	5%	$1,002,548	O	O
Option 2	7.5%	$902,293	O	O
Option 3	10%	$812,064	O	O

Please note: All descriptions of coverage provided herein are intended for illustration and general discussion purposes. Do not rely upon this communication for coverage. Refer to the FMIT Property Coverage Agreement for applicable coverage terms, conditions, limits, and obligations.

Fort Pierce Utilities Authority

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

Board Submission Form

9/13/2023

Department: 54 - Electric T&D

Board Meeting Date: 09/19/2023

Item Type: Regular, Contract Agreement

Subject: Tree Trimming Contract Amendment No. 5

Recommendation:

Bid No. 16-42: Approve Amendment No. 5 to the Tree Trimming Services Contract with The Davey Tree Expert Company of Kent, Ohio to increase the not to exceed contract amount by $168,000 from $376,000 to $544,000 annually and to extend the contract through November 30, 2023.

Reviewed By Attorney: NA (FPUA Standard Contract)

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

Approvals:

System Director:	CRAWFORD, CRAIG A.	Sep 13 2023 8:53AM
Director of Finance:	MIKA, BARBARA A.	Sep 12 2023 5:23PM
Director of Utilities:	CISNEROS, JAVIER	Sep 13 2023 9:22AM

Fort Pierce Utilities Authority

Memorandum

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

THROUGH: Craig A. Crawford, Director of Electric & Gas Systems

FROM: Wilburn L. Crawford, T&D Superintendent

DATE: September 13, 2023

SUBJECT: **Tree Trimming Contract Amendment No. 5**

PRESENTER(S): Bill Crawford

RECOMMENDATION:

Bid No. 16-42: Approve Amendment No. 5 to the Tree Trimming Services Contract with The Davey Tree Expert Company of Kent, Ohio to increase the not to exceed contract amount by $168,000 from $376,000 to $544,000 annually and to extend the contract through November 30, 2023.

SUMMARY/SUPPORTING INFORMATION

On July 5, 2017, the Board approved the Tree Trimming Services contract with The Davey Tree Expert Company. Four amendments have been issued throughout the life of this contract. This requisition for work already preformed and work to be preformed for the rest of the year that ends on September 30, 2023. Tree outages have been an over whelming part of electric service, I utilized our tree trimming contractor to help improve several areas of service during the time that our new in-house crew was preparing to activate. Tree trimming is a vital part of keeping reliable electric service and at times we must work extra to catch some troubled areas that grow a little faster than others.

ALTERNATIVES (IF ANY):

No alternatives at this point

ATTACHMENTS:

FPUA Contract Amendment No. 5 - for Vendor Signature

AMENDMENT 5
TO THE CONTRACT FOR
TREE TRIMMMING SERVICES
POA NO. 16-42

THIS FIFTH AMENDMENT ("Fifth Amendment") is made and entered into between the Fort Pierce Utilities Authority ("FPUA") and The Davey Tree Expert Company ("Contractor").

WHEREAS, the parties entered into a contract for tree trimming removal at FPUA facilities effective September 20, 2016, which was subsequently amended by that First Amendment dated July 5, 2017, Second Amendment dated August 30, 2019, Third Amendment dated September 7, 2021 and Fourth Amendment dated September 20, 2022 (as amended "Contract"); and

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

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

1. Section 5 of the Contract is amended to increase the total job price from "not to exceed $376,000.00 y" to "not to exceed $544,000.00 annually."

2. Section 9 of the Contract is amended to extend the term to November 30, 2023.

3. This Fifth Amendment is effective as of the date last signed below. Except as amended hereby, the terms and conditions of the Contract remain in full force and effect. Any conflict between the provisions of this Fifth Amendment and the Contract shall be resolved in favor of the provisions of this Fifth Amendment.

[*remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the date set forth below.

THE DAVEY TREE EXPERT COMPANY

BY: _____
Signature/Officer of Firm (Manual)

_____
Name (Typed or Printed)

TITLE: _____

ATTEST:

_____
Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
FPUA General Counsel

Fort Pierce Utilities Authority

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

Board Submission Form

9/13/2023

Department: 84 - Wastewater Collection

Board Meeting Date: 09/19/2023

Item Type: Regular Agenda

Subject: Sewer Rehabilitation

Recommendation:

POA 23-23: Approve the piggyback of Lee County, RFP B230154DWJ, Wastewater Collection Systems Rehabilitation and contract with Miller Pipeline LLC, of Indianapolis, Indiana, for Sewer Rehabilitation Services in an amount not to exceed $634,500 annually. The term of the Contract will be from execution through June 29, 2026 with one (1) three-year (3) year renewal options.

Reviewed By Attorney: NA (FPUA Standard Contract)

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

Approvals:

System Director:	HUTCHINSON, BOWDOIN G.	Sep 12 2023 12:51PM
Director of Finance:	MIKA, BARBARA A.	Sep 13 2023 9:31AM
Director of Utilities:	CISNEROS, JAVIER	Sep 13 2023 3:23PM

Fort Pierce Utilities Authority

Memorandum

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

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

FROM: Mark Kobbe, Wastewater Superintendent

DATE: September 13, 2023

SUBJECT: **Sewer Rehabilitation**

PRESENTER(S):

RECOMMENDATION:

POA 23-23: Approve the piggyback of Lee County, RFP B230154DWJ, Wastewater Collection Systems Rehabilitation and contract with Miller Pipeline LLC, of Indianapolis, Indiana, for Sewer Rehabilitation Services in an amount not to exceed $634,500 annually. The term of the Contract will be from execution through June 29, 2026 with one (1) three-year (3) year renewal options.

SUMMARY/SUPPORTING INFORMATION

The continuation of FPUAs Wastewater Gravity Collection System Rehabilitation Program is necessary to provide reliable and efficient service to our customers. Lines that are cracked, leaking, or damaged allow ground water intrusion and infiltration, which seriously compromises the system. If left uncorrected, serious safety hazards, such as sinkholes and stoppages will occur, which negatively impact the quality of service rendered to our customers

ALTERNATIVES (IF ANY):

Do not approve and the system will continue to deteriorate to the point where a more expensive program of repairing and replacing the lines will be necessary. Go out for competitive bid. These options are not recommended due to the unlikelihood that FPUA will receive pricing more favorable.

ATTACHMENTS:

FPUA Contract (Board Ready)

FORT PIERCE UTILITIES AUTHORITY
CONTRACT FOR
SEWER REHABILITATION
POA NO. 23-23

THIS CONTRACT ("Contract") is made between Fort Pierce Utilities Authority ("FPUA") and Miller Pipeline, LLC., with its principal address at 8850 Crawfordsville Road, Indianapolis, Indiana 46234 ("Contractor").

WHEREAS, Contractor entered into an agreement effective June 20, 2023, with Lee County, a political subdivision of Florida, for Agreement No. B230154DWJ for Wastewater Collections System Rehabilitation (Lee County Agreement);

WHEREAS, the FPUA has the legal authority to "piggyback" onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public;

WHEREAS, the FPUA desires to "piggyback" onto the Lee County Agreement for utilization of the same or similar services for Wastewater Collections Systems Rehabilitation and the Contractor consents to the aforesaid "piggybacking".

NOW THEREFORE, the parties to this Contract in consideration of the mutual covenants and stipulations set out herein agree as follows:

Section 1
Contractor shall be defined as an individual, firm, or corporation having a direct contract with FPUA or with any other subcontractor in the performance of a part of the work contracted for under the terms of Contractor's direct contract with FPUA.

Section 2
Contractor is hereby contracted with to perform the following services: Wastewater Collections System Rehabilitation in accordance with the Lee County Agreement, Lee County Wastewater Collections System Rehabilitation Invitation to Bid No. B230154DWJ ("ITB") and Contractor's ITB submission attached hereto as Attachment B and incorporated herein (the specifications set forth in the ITB together with Contractor's bid are hereinafter referred to as "Services." In the event of a conflict between the terms of the main body of this Contract, Attachment A, Attachment B, the ITB, and the Lee County Agreement the terms and conditions set forth in the main body of this Contract will control, followed by the terms set forth in Attachment A, followed by the terms set forth in the Lee County Agreement, followed by the terms set forth Attachment B, followed by the terms set forth in the ITB.

Section 3
The Services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: Various locations throughout FPUA's service territory.

Section 4

The job upon which Contractor is to perform the Services shall be referred to as the Sewer Rehabilitation, POA No. 23-23 job.

Section 5

Contractor shall be paid by FPUA per job and in accordance with the Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes. The calculations shall begin using the date the invoice was received. Invoices should be sent to AP@FPUA.com or may be mailed to FPUA Attn: Accounts Payable, PO Box 3191, Fort Pierce, Florida 34948-3191.

The total job price shall not to exceed $634,500.00 (six hundred thirty-four thousand five hundred dollars and no cents) annually on the terms contained in Attachment B the Specifications herein specifically referred to and made a part of this Contract.

Section 6

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

Section 7

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

Section 8

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

Section 9

This Contract shall commence on execution and end on June 29, 2026. There shall be one (1) three (3) year renewal option on terms and conditions that are mutually acceptable to the parties in writing. This Contract will remain in effect in the event of a natural disaster, pandemic or other emergency event(s).

Section 10

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

Section 11

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

Section 12

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

A. **Termination for Convenience.** The FPUA has the right at any time upon 30 days written notice to Contractor to terminate this Contract 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 Contract, Contractor shall refund any prepaid annual fee in a prorated amount covering the remainder of the term of the Contract.

a)

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

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

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

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

C. **Termination for Non-Appropriation.** FPUA may also terminate this Contract in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection A.

D. FPUA's rights under this section shall be in addition to those contained elsewhere herein or provided by law.

Section 13

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

B. **Audit Rights.** In accordance with section 2-439 of the City of Fort Pierce Code of Ordinances, FPUA has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.

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

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

E. **Choice of Law and Venue.** This Contract shall be construed in accordance with the laws of the State of Florida, without consideration of any conflict of law principles. Venue shall be in the federal or state courts in St. Lucie County.

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

G. **Scrutinized Companies List.** Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (1) for any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel; (2) for $1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the

Iran Petroleum Energy Section List, created pursuant to Section 215.473; or (3) is engaged in business operations in Cuba or Syria. By signing below Contractor certifies that it is not on any of the above referenced lists, is not engaged in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The company further acknowledges that FPUA may immediately terminate any contract if the company is found to have falsely certified that it is not on any of the 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.

H. **Public Records.**

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

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

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

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

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

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

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

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

J. **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.

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

L. **Compliance with Applicable Law.** This Cotnract 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.

[signatures are on the following page]

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

Signed, sealed and delivered in the presence of:

MILLER PIPELINE, LLC

BY: _____
Signature/Officer of Firm (Manual)

Chris Schuler
Name (Typed or Printed)

TITLE: Vice President

DATE: August 29, 2023

ATTEST:

_____
Secretary
(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certificates of Insurance must be completed as follows:

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

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

Certificates may be emailed to: risk@fpua.com

(Rev. 02/2019)

MILLER PIPELINE | AN ARTERA COMPANY

LEE COUNTY
FORT MYERS, FL

WASTEWATER COLLECTION SYSTEM REHABILITATION

Solicitation B230154DWJ

April 5, 2023

Submitted by:

Miller Pipeline, LLC
8850 Crawfordsville Rd.
Indianapolis, IN 46234

Under present and only name for 70 years

Contact: Jeff Newman
Regional Manager - Florida

M: 317-617-0547
O/F: 317-293-8502
Jeff.Newman@millerpipeline.com

MILLER PIPELINE AN ARTERA COMPANY

Upon completion of the sanitary sewer cleaning and assessment, Miller Pipeline will work with Lee County to determine the best method and material for liner installation based on the host pipe conditions and sizes.

Once work and material is determined, Miller Pipeline will mobilize crew from local yard to perform requested lining work. This includes setting MOT and plugging/bypassing the sewer flows, conducting a pre-TV inspection and marking all active service connections. Miller Pipeline will then install liner per the technical specifications and requisite ASTM. Upon final install, cook and cure of liner, Miller Pipeline will use a robotic cutter to reinstate and brush all active service connections internally. Miller Pipeline will subsequently schedule Televac South to grout all reinstated service connections. Once all laterals are grouted, the crew will conduct a PACP final TV inspection of finished liner to submit. Throughout, the Miller Pipeline supervisor will manage this process, communicate progress, and provide all requisite deliverables per the requested work order needs. If multiple resources are required, Miller Pipeline has access to additional crews to operate simultaneously.

If additional rehabilitation is requested or required for laterals, Miller Pipeline will mobilize LMK to survey the laterals to determine the best technique to rehabilitate using the contract items. As for manholes, any requested or required issues related to Manholes will be surveyed and reviewed by Paints and Coatings. Upon acceptance of rehab proposals and PO issuance, Miller Pipeline will mobilize the subcontractors to their respective projects to rehabilitate the asset. Deliverables will be collected and presented to Lee County for acceptance.

As detailed in Tab 2, Miller Pipeline is experienced is executing this type of sewer rehabilitation project with over 2,000,000 LF of installation utilizing both products specified in the subject RFP.

Bid Schedule of Values attached:

Lee County
Southwest Florida

PROCUREMENT MANAGEMENT DEPARTMENT
BID/PROPOSAL FORM

COMPANY NAME: MILLER PIPELINE LLC

SOLICITATION: B230154DWJ - Wastewater Collections System Rehabilitation

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny. The Excel document contains formulas for convenience, however it is the Contractor's/Vendor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.

COST SCHEDULE SUMMARY

BID GROUP	DESCRIPTION	ESTIMATED COST
A	EXCAVATED POINT REPAIRS	$51,366,075.00
B	CHEMICAL GROUTING	$19,533,125.00
C	MANHOLE REPAIRS	$10,451,113.50
D	SECTIONAL AND LATERAL LINING	$31,710,725.00
E	CIP MAINLINE PIPE LINING	$13,810,650.00
F	FOLD AND FORM LINING	$14,553,803.75
PROJECT TOTAL		$141,425,492.25

GROUP A - EXCAVATED POINT REPAIRS

Item No.	Description	Quantitiy Amount	Unit	Unit Price Bid	Total
A1	Point repair lateral, 4-inch and 6-inch gravity pipe (up to 6 feet in depth)	150	EA	$9,156.25	$1,373,437.50
A2	Point repair lateral, 4-inch and 6-inch gravity pipe (6 to 8 feet in depth)	150	EA	$9,812.50	$1,471,875.00
A3	Point repair lateral, 4-inch and 6-inch gravity pipe (8 to 10 feet in depth)	150	EA	$16,875.00	$2,531,250.00
A4	Point repair lateral, 4-inch and 6-inch gravity pipe (10 to 12 feet in depth)	150	EA	$20,000.00	$3,000,000.00
A5	Point repair lateral, 4-inch and 6-inch gravity pipe (12 to 14 feet in depth)	150	EA	$25,625.00	$3,843,750.00
A6	Point repair lateral, 4-inch and 6-inch gravity pipe (14 to 16 feet in depth)	150	EA	$28,687.50	$4,303,125.00
A7	Point repair main, 8-inch and 10-inch gravity pipe (up to 6 feet in depth)	150	EA	$9,312.50	$1,396,875.00
A8	Point repair main, 8-inch and 10-inch gravity pipe (6 to 8 feet in depth)	150	EA	$9,750.00	$1,462,500.00
A9	Point repair main, 8-inch and 10-inch gravity pipe (8 to 10 feet in depth)	150	EA	$16,250.00	$2,437,500.00
A10	Point repair main, 8-inch and 10-inch gravity pipe (10 to 12 feet in depth)	150	EA	$20,312.50	$3,046,875.00
A11	Point repair main, 8-inch and 10-inch gravity pipe (12 to 14 feet in depth)	150	EA	$26,437.50	$3,965,625.00
A12	Point repair main, 12-inch and 15-inch gravity pipe (up to 6 feet in depth)	50	EA	$10,000.00	$500,000.00
A13	Point repair main, 12-inch and 15-inch gravity pipe (6 to 8 feet in depth)	50	EA	$10,625.00	$531,250.00
A14	Point repair main, 12-inch and 15-inch gravity pipe (8 to 10 feet in depth)	50	EA	$17,500.00	$875,000.00
A15	Point repair main, 12-inch and 15-inch gravity pipe (10 to 12 feet in depth)	50	EA	$21,250.00	$1,062,500.00
A16	Point repair main, 12-inch and 15-inch gravity pipe (12 to 14 feet in depth)	50	EA	$27,687.50	$1,384,375.00
A17	Point repair main, 12-inch and 15-inch gravity pipe (14 to 16 feet in depth)	50	EA	$30,000.00	$1,500,000.00
A18	Point repair main, 18-inch through 24-inch gravity pipe (up to 8 feet in depth)	50	EA	$14,375.00	$718,750.00
A19	Point repair main, 18-inch through 24-inch gravity pipe (8 to 12 feet in depth)	50	EA	$25,312.50	$1,265,625.00
A20	Point repair main, 18-inch through 24-inch gravity pipe (12 to 16 feet in depth)	50	EA	$32,812.50	$1,640,625.00
A21	Install polyethylene fused-on saddle (open trench)	300	EA	$437.50	$131,250.00
A22	Work in rear-yard easement (items A1 through A20)	300	EA	$1,250.00	$375,000.00
A23	Cleanout installation in grass area (up to 5 feet in depth)	300	EA	$2,812.50	$843,750.00
A24	Cleanout installation in asphalt area (up to 5 feet in depth)	300	EA	$2,843.75	$853,125.00
A25	Cleanout installation in concrete area (up to 5 feet in depth)	300	EA	$2,968.75	$890,625.00
A26	Cleanout installation (beyond 5 feet in depth)	100	V.F.	$187.50	$18,750.00
A27	Work in rear-yard easement (items A23 to A26)	300	EA	$843.75	$253,125.00
A28	Cleanout installation (open trench)	300	EA	$437.50	$131,250.00
A29	Lateral T / Y replacement (open trench)	300	EA	$343.75	$103,125.00

A30	Asphalt roadway replacement	200	S.Y.	$204.00	$40,800.00
A31	Asphalt pavement overlay (1-inch thick)	200	S.Y.	$62.50	$12,500.00
A32	Concrete sidewalk replacement	950	S.Y.	$131.25	$86,312.50
A33	Concrete curb and gutter replacement	1,500	L.F.	$116.00	$174,000.00
A34	Asphalt driveway replacement	200	S.Y.	$118.75	$23,750.00
A35	Concrete driveway replacement	200	S.Y.	$122.00	$24,400.00
A36	Sod replacement	25,000	S.F.	$5.00	$125,000.00
A37	Bypass pumping (8-inch and 10-inch sewer)	85	DAY	$1,875.00	$159,375.00
A38	Bypass pumping (12-inch and 15-inch sewer)	20	DAY	$5,625.00	$112,500.00
A39	Bypass pumping (18-inch through 24-inch sewer)	20	DAY	$11,875.00	$237,500.00
A40	Sewer main cleaning and TV inspection (8-inch through 12-inch)	100,000	L.F.	$2.35	$235,000.00
A41	Sewer main cleaning and TV inspection (15-inch through 21-inch)	5,000	L.F.	$5.00	$25,000.00
A42	Sewer main cleaning and TV inspection (21-inch through 24-inch)	5,000	L.F.	$6.25	$31,250.00
A43	Traffic control - flagman, each	75,000	HOUR	$100.00	$7,500,000.00
A44	Traffic control - arrow board, each	500	DAY	$937.50	$468,750.00
A45	Traffic control - barricade, each	1,500	DAY	$18.75	$28,125.00
A46	Expedited mobilization	25	EA	$6,875.00	$171,875.00
TOTAL BID FOR GROUP "A" - ITEMS A1 THROUGH A46 INCLUSIVE:					$51,366,075.00

GROUP B - CHEMICAL GROUTING

Item No.	Description	Quantity Amount	Unit	Unit Price Bid	Total
B1	Test joints, 8-inch and 10-inch gravity pipe	150,000	EA	$50.00	$7,500,000.00
B2	Test joints, 12-inch and 15-inch gravity pipe	20,000	EA	$50.00	$1,000,000.00
B3	Test joints, 18-inch and 21-inch gravity pipe	20,000	EA	$62.50	$1,250,000.00
B4	Test and seal joints, 8-inch and 10-inch gravity pipe	100,000	EA	$50.00	$5,000,000.00
B5	Test and seal joints, 12-inch and 15-inch gravity pipe	20,000	EA	$50.00	$1,000,000.00
B6	Test and seal joints, 18-inch and 21-inch gravity pipe	20,000	EA	$62.50	$1,250,000.00
B7	Work in rear-yard easement (Items B1 to B6)	300	EA	$312.50	$93,750.00
B8	Chemical grout for sealing sewer joints	40,000	GAL	$27.50	$1,100,000.00
B9	Chemical root removal (8-inch through 12-inch)	15,000	L.F.	$3.75	$56,250.00
B10	Chemical root removal (15-inch through 21-inch)	5,000	L.F.	$4.50	$22,500.00
B11	Grout / Seal lateral connection 8 & 10 main, 4&6-inch laterals (3' minimum)	300	EA	$343.75	$103,125.00
B12	Grout / Seal lateral connection 12 & 15 main, 4&6-inch laterals (3' minimum)	150	EA	$375.00	$56,250.00
B13	Grout / Seal lateral connection 18 & 24 main, 4&6-inch laterals (3' minimum)	50	EA	$500.00	$25,000.00
B14	Work in rear-yard easement (Items B11 to B13)	300	EA	$312.50	$93,750.00
B15	Mechanical root or grease removal (12-inch and smaller)	5,000	L.F.	$4.50	$22,500.00
B16	Mechanical root or grease removal (15-inch through 21-inch)	2,500	L.F.	$6.25	$15,625.00
B17	Sewer main cleaning and TV inspection (8-inch through 12-inch)	100,000	L.F.	$2.35	$235,000.00
B18	Sewer main cleaning and TV inspection (15-inch through 21-inch)	5,000	L.F.	$5.00	$25,000.00
B19	Sewer main cleaning and TV inspection (21-inch through 24-inch)	500	L.F.	$6.25	$3,125.00
B20	Bypass pumping (8-inch and 10-inch sewer)	85	DAY	$1,875.00	$159,375.00
B21	Bypass pumping (12-inch and 15-inch sewer)	20	DAY	$5,625.00	$112,500.00
B22	Bypass pumping (18-inch and 21-inch sewer)	20	DAY	$11,875.00	$237,500.00
B23	Expedited mobilization	25	EA	$6,875.00	$171,875.00
TOTAL BID FOR GROUP "B" - ITEMS B1 THROUGH B23 INCLUSIVE:					$19,533,125.00

GROUP C - MANHOLE REPAIRS AND REPLACEMENT

Item No.	Description	Quantity Amount	Unit	Unit Price Bid	Total
C1	Replace Manhole Ring and Cover (in paved area)	40	EA	$2,625.00	$105,000.00
C2	Replace Manhole Ring and Cover (in unpaved area)	20	EA	$2,125.00	$42,500.00
C3	Realign Manhole Ring and Cover (in paved area)	40	EA	$1,125.00	$45,000.00
C4	Realign Manhole Ring and Cover (in unpaved area)	20	EA	$750.00	$15,000.00
C8	Repair Manhole bench and invert	50	EA	$875.00	$43,750.00
C9	Replace Manhole bench and invert	50	EA	$1,875.00	$93,750.00
C12	Repair Defect/Leak (4 to 8 feet in depth)	200	EA	$1,125.00	$225,000.00
C13	Repair Defect/Leak (8 to 16 feet in depth)	200	EA	$2,000.00	$400,000.00
C14	Work in rear-yard easement (Items C1 through C13)	50	EA	$1,250.00	$62,500.00
C15	Install new drop connection precast concrete 48-inch-diameter sewer manhole (up to 4 feet in depth)	15	EA	$1,250.00	$18,750.00
C16	Install new drop connection precast concrete 48-inch-diameter sewer manhole (4 to 6 feet in depth)	15	EA	$1,600.00	$22,500.00
C17	Install new drop connection precast concrete 48-inch-diameter sewer manhole (6 to 8 feet in depth)	15	EA	$1,750.00	$26,250.00
C18	Install new drop connection precast concrete 48-inch-diameter sewer manhole (8 to 10 feet in depth)	15	EA	$2,000.00	$30,000.00
C19	Install new drop connection precast concrete 48-inch-diameter sewer manhole (10 to 12 feet in depth)	15	EA	$2,250.00	$33,750.00

C20	Install new drop connection precast concrete 48-inch-diameter sewer manhole (12 to 14 feet in depth)	15	EA	$2,500.00	$37,500.00
C21	Install new drop connection precast concrete 48-inch-diameter sewer manhole (14 to 16 feet in depth)	16	EA	$2,500.00	$37,500.00
C22	Work in rear-yard easement (Items C15 through C24)	50	EA	$625.00	$31,250.00
C23	Asphalt roadway replacement	200	S.Y.	$204.00	$40,800.00
C24	Asphalt pavement overlay (1-inch thick)	200	S.Y.	$62.50	$12,500.00
C25	Concrete sidewalk replacement	650	S.Y.	$131.25	$85,312.50
C26	Concrete curb and gutter replacement	1,500	L.F.	$131.25	$196,875.00
C27	Asphalt driveway replacement	200	S.Y.	$118.75	$23,750.00
C28	Concrete driveway replacement	200	S.Y.	$121.88	$24,376.00
C29	Sod replacement	25,000	S.F.	$5.00	$125,000.00
C30	Bypass pumping (8-inch and 10-inch sewer)	82	DAY	$1,875.00	$153,750.00
C31	Bypass pumping (12-inch and 15-inch sewer)	20	DAY	$5,625.00	$112,500.00
C32	Bypass pumping (18-inch and 21-inch sewer)	20	DAY	$11,875.00	$237,500.00
C33	Traffic control - flagman, each	75,000	HOUR	$100.00	$7,500,000.00
C34	Traffic control - arrow board, each	500	DAY	$937.50	$468,750.00
C35	Traffic control - barricade, each	1,500	DAY	$18.75	$28,125.00
C36	Expedited mobilization	25	EA	$6,875.00	$171,875.00
TOTAL BID FOR GROUP "C" - ITEMS C1 THROUGH C36 INCLUSIVE:					**$10,451,113.50**

GROUP D - SECTIONAL AND LATERAL LINERS

Item No.	Description	Quantity Amount	Unit	Unit Price Bid	Total
D1	Install cured-in-place sectional pipe liners, 6-inch to 12-inch diameter (up to 6 feet in length, all depths)	300	L.F.	$4,431.25	$1,329,375.00
D2	Install cured-in-place sectional pipe liners, 6-inch to 12-inch diameter (per linear foot beyond 6 feet in length, all depths)	300	L.F.	$131.25	$39,376.00
D3	Install cured-in-place sectional pipe liners, 15-inch to 18-inch diameter (up to 6 feet in length, all depths)	150	L.F.	$9,856.25	$1,478,437.50
D4	Install cured-in-place sectional pipe liners, 15-inch to 18-inch diameter (per linear foot beyond 6 feet in length, all depths)	150	L.F.	$181.25	$27,187.50
D5	Install cured-in-place sectional pipe liners, 21-inch diameter (up to 6 feet in length, all depths)	150	L.F.	$11,962.50	$1,794,375.00
D6	Install cured-in-place sectional pipe liners, 21-inch diameter (per linear foot beyond 6 feet in length, all depths)	150	L.F.	$210.00	$31,500.00
D7	Work in rear-yard easement (Items E1 through E6)	200	EA	$562.50	$112,500.00
D8	Reinstate laterals and grout annular space	300	EA	$560.00	$168,000.00
D9	Sewer main cleaning and TV inspection (8-inch through 12-inch)	10,000	L.F.	$2.35	$23,500.00
D10	Sewer main cleaning and TV inspection (15-inch through 21-inch)	5,000	L.F.	$5.00	$25,000.00
D11	Sewer main cleaning and TV inspection (21-inch through 24-inch)	5,000	L.F.	$6.25	$31,250.00
D12	FCLRL – Cured-In-Place Lateral Liner 6-inch to 10-inch main, 4 & 6-inch lateral pipe, up to 15 linear feet. (all depths)	300	EA	$4,743.75	$1,423,125.00
D13	FCLRL – Cured-In-Place Lateral Liner 12-inch to 16-inch main, 4 & 6-inch lateral pipe, up to 15 linear feet. (all depths)	150	EA	$5,281.25	$792,187.50
D14	FCLRL – Cured-In-Place Lateral Liner 18-inch to 21-inch main, 4 & 6-inch lateral pipe, up to 15 linear feet. (all depths)	150	EA	$7,388.75	$1,108,312.50
D15	FCLRL – Cured-In-Place Lateral Liner 24-inch main, 4 & 6-inch lateral pipe, up to 15 linear feet. (all depths)	100	EA	$8,906.25	$890,625.00
D16	FCLRL – Cured-In-Place MH Drop Liner 8-inch to 15-inch main, 8-inch to 10-inch manhole drop connection, up to 12 linear feet of drop. (all depths)	150	EA	$4,562.50	$684,375.00
D17	Lateral Liner 4 & 6-inch pipe, greater than 15 linear feet all depths. (all depths)	200	L.F.	$112.50	$22,500.00
D18	Install CIP liner in 4-inch to 6-inch laterals, all depths (includes 15 feet of lateral)	300	L.F.	$4,431.25	$1,329,375.00
D19	Install CIP liner in 4-inch to 6-inch laterals, all depths (per linear foot beyond 15 feet of lateral pipe)	300	L.F.	$131.25	$39,375.00
D20	Install Full-Circle CIP mainline/lateral connection interface seal (minimum 3') in 6 - 10-inch main with 4-inch to 6-inch laterals, all depths.	300	L.F.	$4,431.26	$1,329,375.00
D21	Install Full-Circle CIP mainline/lateral connection interface seal (minimum 3') in 12 - 21-inch main with 4-inch to 6-inch laterals, all depths.	150	L.F.	$11,962.50	$1,794,375.00
D22	Install Full-Circle CIP mainline/lateral connection interface seal 6-inch to 10-inch main, 4-inch & 6-inch lateral pipe, up to 6-inches of lateral piping, all depths.	300	L.F.	$7,437.50	$2,231,250.00
D23	Install Full-Circle CIP mainline/lateral connection interface seal 12-inch to 21-inch main, 4-inch & 6-inch lateral pipe, up to 6-inches of lateral piping, all depths.	150	L.F.	$15,000.00	$2,250,000.00
D24	Transitional Liner 6-inch to 4-inch.	200	EA	$437.50	$87,500.00
D26	Work in rear-yard easement (Items D12 through D21)	300	EA	$625.00	$187,500.00
D27	Sewer Lateral TV inspection from main w/ P&T Camera (up to 30 feet)	300	EA	$375.00	$112,500.00
D28	Sewer Lateral TV inspection from main (beyond 30 feet)	300	L.F.	$3.50	$1,050.00
D29	Sewer Lateral TV inspection from cleanout w/P&T Camera (up to 30 feet)	300	EA	$375.00	$112,500.00
D30	Sewer Lateral TV insnection from cleanout (beyond 30 feet)	300	L.F.	$3.50	$1,050.00
D31	Cleanout installation in grass area (up to 5 feet in depth)	300	EA	$2,812.50	$843,750.00
D32	Cleanout installation in asphalt area (up to 5 feet in depth)	300	EA	$2,843.75	$853,125.00

D33	Cleanout installation in concrete area (up to 5 feet in depth)	300	EA	$2,968.75	$890,626.00
D34	Cleanout installation (beyond 5 feet in depth)	100	V.F.	$312.50	$31,250.00
D35	Work in rear-yard easement (items D25 through D32)	300	EA	$562.50	$168,750.00
D36	Lateral Pipe Grouting, to facilitate proper lateral liner installation.	300	EA	$1,875.00	$562,500.00
D37	Lateral Pipe Testing. (10% of installations)	100	EA	$593.75	$59,375.00
D38	Mechanical Root or Grease Removal (10-inch and smaller)	5,000	L.F.	$11.25	$56,250.00
D39	Mechanical Tuberculation Removal (10-inch or smaller)	5,000	L.F.	$22.50	$112,500.00
D40	Bypass pumping (8-inch and 10-inch sewer)	85	DAY	$1,875.00	$159,375.00
D41	Bypass pumping (12-inch and 15-inch sewer)	20	DAY	$5,625.00	$112,500.00
D42	Bypass pumping (18-inch and 24-inch sewer)	20	DAY	$11,875.00	$237,500.00
D43	Traffic control - flagman, each	75,000	Hour	$100.00	$7,500,000.00
D44	Traffic control - arrow board, each	500	Day	$937.50	$468,750.00
D45	Traffic control - barricade, each	1,500	Day	$18.75	$28,125.00
D46	Expedited mobilization	25	EA	$6,875.00	$171,875.00
TOTAL BID FOR GROUP "D" - ITEMS D1 THROUGH D46 INCLUSIVE:					$31,710,725.00

GROUP E - CIP MAINLINE PIPE LINING

Item No.	Description	Quantity Amount	Unit	Unit Price Bid	Total
E1	Install cured-in-place liner, 18-inch diameter gravity mains (8 to 12 feet in depth)	2,500	L.F.	$152.00	$380,000.00
E2	Install cured-in-place liner, 18-inch diameter gravity mains (12 to 16 feet in depth)	2,000	L.F.	$152.00	$304,000.00
E3	Install cured-in-place liner, 21-inch diameter gravity mains (8 to 12 feet in depth)	2,500	L.F.	$215.00	$537,500.00
E4	Install cured-in-place liner, 21-inch diameter gravity mains (12 to 16 feet in depth)	2,000	L.F.	$215.00	$430,000.00
E5	Install cured-in-place liner, 24-inch diameter gravity mains (8 to 12 feet in depth)	2,500	L.F.	$227.00	$567,500.00
E6	Install cured-in-place liner, 24-inch diameter gravity mains (12 to 16 feet in depth)	2,000	L.F.	$227.00	$454,000.00
E7	Install cured-in-place liner, 30-inch diameter gravity mains (8 to 12 feet in depth)	2,500	L.F.	$283.00	$707,500.00
E8	Install cured-in-place liner, 30-inch diameter gravity mains (12 to 16 feet in depth)	2,000	L.F.	$283.00	$566,000.00
E9	Work in Rear-Yard Easement (Items E1 to E8)	300	EA	$1,083.00	$324,900.00
E10	Reinstate Laterals and Grout annular space	300	EA	$560.00	$168,000.00
E11	Protruding service connnection removed by internal means	300	EA	$331.25	$99,375.00
E12	Mechanical Root or Grease Removal (12-inch and smaller)	5,000	L.F.	$4.50	$22,500.00
E13	Mechanical Root or Grease Removal (15-inch through 24-inch)	2,500	L.F.	$11.25	$28,125.00
E14	Mechanical Tuberculation Removal (12-inch or smaller)	5,000	L.F.	$22.50	$112,500.00
E15	Mechanical Tuberculation Removal (15-inch through 18-inch)	2,500	L.F.	$25.00	$62,500.00
E16	Mechanical Tuberculation Removal (21-inch through 30-inch)	2,000	L.F.	$37.50	$75,000.00
E17	Sewer main cleaning and TV inspection (8-inch through 12-inch)	100,000	L.F.	$2.35	$235,000.00
E18	Sewer main cleaning and TV inspection (15-inch through 18-inch)	5,000	L.F.	$5.00	$25,000.00
E19	Sewer main cleaning and TV inspection (21-inch through 30-inch)	5,000	L.F.	$6.25	$31,250.00
E20	Bypass Pumping (6-inch through 12-inch sewer)	85	Day	$1,875.00	$159,375.00
E21	Bypass Pumping (15-inch and 18-inch sewer)	20	Day	$5,625.00	$112,500.00
E22	Bypass Pumping (18-inch through 30-inch sewer)	20	Day	$11,875.00	$237,500.00
E23	Traffic control - flagman, each	75,000	Hour	$100.00	$7,500,000.00
E24	Traffic control - arrow board, each	500	Day	$937.50	$468,750.00
E25	Traffic control - barricade, each	1,500	Day	$18.75	$28,125.00
E26	Expedited mobilization	25	EA	$6,875.00	$171,875.00
E27	Consideration for indemnification	1	L.S.	$1,875.00	$1,875.00
TOTAL BID FOR GROUP "E" - ITEMS E1 THROUGH E27 INCLUSIVE:					$13,810,650.00

GROUP F - FOLD AND FORM PIPE LINING

Item No.	Description	Quantity Amount	Unit	Unit Price Bid	Total
F1	Install Fold and Form liner, 8-inch diameter gravity mains (all depths)	60,000	L.F.	$41.75	$2,505,000.00
F2	Install Fold and Form liner, 10-inch diameter gravity mains (all depths)	15,000	L.F.	$46.50	$697,500.00
F3	Install Fold and Form liner, 12-inch diameter gravity mains (all depths)	12,000	L.F.	$51.00	$612,000.00
F4	Install Fold and Form liner, 15-inch diameter gravity mains (all depths)	10,000	L.F.	$105.00	$1,050,000.00
F5	Reinstate Laterals and Grout annular space	300	Each	$560.00	$168,000.00
F6	Work in Rear-Yard Easement (Items F1 & F4)	300	Each	$1,000.00	$300,000.00
F7	Protruding service connnection removed by internal means	300	Each	$331.25	$99,375.00
F8	Sewer main cleaning and TV inspection (8-inch through 12-inch)	100,000	L.F.	$2.35	$235,000.00
F9	Sewer main cleaning and TV inspection (15-inch through 21-inch)	5,000	L.F.	$5.00	$25,000.00
F10	Sewer main cleaning and TV inspection (21-inch through 24-inch)	5,000	L.F.	$6.25	$31,250.00
F11	Mechanical Root or Grease Removal (12-inch or smaller)	5,000	L.F.	$4.50	$22,500.00
F12	Mechanical Tuberculation Removal (12-inch or smaller)	5,000	L.F.	$22.50	$112,500.00
F13	Bypass Pumping (6-inch through 10-inch sewer)	85	Day	$1,875.00	$159,375.00
F14	Bypass Pumping (12-inch and 15-inch sewer)	20	Day	$5,625.00	$112,500.00
F15	Bypass Pumping (18-inch and 24-inch sewer)	20	Day	$11,875.00	$237,500.00

F16	Traffic control - flagman, each	75,000	Hour	$100.00	$7,500,000.00
F17	Traffic control - arrow board, each	500	Day	$937.50	$468,750.00
F18	Traffic control - barricade, each	1,500	Day	$18.75	$28,125.00
F19	Expedited mobilization	25	EA	$7,577.15	$189,428.75
TOTAL BID FOR GROUP "F" - ITEMS F1 THROUGH F19 INCLUSIVE:					$14,553,803.75

Lee County
Southwest Florida

PROCUREMENT MANAGEMENT DEPARTMENT
BID/PROPOSAL FORM

COMPANY NAME: MILLER PIPELINE LLC

SOLICITATION: **B230154DWJ - Wastewater Collections System Rehabilitation**

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny. The Excel document contains formulas for convenience, however it is the Contractor's/Vendor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.

COST SCHEDULE SUMMARY

BID GROUP	DESCRIPTION	ESTIMATED COST
A	EXCAVATED POINT REPAIRS	$51,366,075.00
B	CHEMICAL GROUTING	$19,533,125.00
C	MANHOLE REPAIRS	$10,451,113.50
D	SECTIONAL AND LATERAL LINING	$31,710,725.00
E	CIP MAINLINE PIPE LINING	$13,810,650.00
F	FOLD AND FORM LINING	$14,553,803.75
PROJECT TOTAL		$141,425,492.25

GROUP A - EXCAVATED POINT REPAIRS

Item No.	Description	Quantitly Amount	Unit	Unit Price Bid	Total
A1	Point repair lateral, 4-inch and 6-inch gravity pipe (up to 6 feet in depth)	150	EA	$9,156.25	$1,373,437.50
A2	Point repair lateral, 4-inch and 6-inch gravity pipe (6 to 8 feet in depth)	150	EA	$9,812.50	$1,471,875.00
A3	Point repair lateral, 4-inch and 6-inch gravity pipe (8 to 10 feet in depth)	150	EA	$16,875.00	$2,531,250.00
A4	Point repair lateral, 4-inch and 6-inch gravity pipe (10 to 12 feet in depth)	150	EA	$20,000.00	$3,000,000.00
A5	Point repair lateral, 4-inch and 6-inch gravity pipe (12 to 14 feet in depth)	150	EA	$25,625.00	$3,843,750.00
A6	Point repair lateral, 4-inch and 6-inch gravity pipe (14 to 16 feet in depth)	150	EA	$28,687.50	$4,303,125.00
A7	Point repair main, 8-inch and 10-inch gravity pipe (up to 6 feet in depth)	150	EA	$9,312.50	$1,396,875.00
A8	Point repair main, 8-inch and 10-inch gravity pipe (6 to 8 feet in depth)	150	EA	$9,750.00	$1,462,500.00
A9	Point repair main, 8-inch and 10-inch gravity pipe (8 to 10 feet in depth)	150	EA	$16,250.00	$2,437,500.00
A10	Point repair main, 8-inch and 10-inch gravity pipe (10 to 12 feet in depth)	150	EA	$20,312.50	$3,046,875.00
A11	Point repair main, 8-inch and 10-inch gravity pipe (12 to 14 feet in depth)	150	EA	$26,437.50	$3,965,625.00
A12	Point repair main, 12-inch and 15-inch gravity pipe (up to 6 feet in depth)	50	EA	$10,000.00	$500,000.00
A13	Point repair main, 12-inch and 15-inch gravity pipe (6 to 8 feet in depth)	50	EA	$10,625.00	$531,250.00
A14	Point repair main, 12-inch and 15-inch gravity pipe (8 to 10 feet in depth)	50	EA	$17,500.00	$875,000.00
A15	Point repair main, 12-inch and 15-inch gravity pipe (10 to 12 feet in depth)	50	EA	$21,250.00	$1,062,500.00
A16	Point repair main, 12-inch and 15-inch gravity pipe (12 to 14 feet in depth)	50	EA	$27,687.50	$1,384,375.00
A17	Point repair main, 12-inch and 15-inch gravity pipe (14 to 16 feet in depth)	50	EA	$30,000.00	$1,500,000.00
A18	Point repair main, 18-inch through 24-inch gravity pipe (up to 8 feet in depth)	50	EA	$14,375.00	$718,750.00
A19	Point repair main, 18-inch through 24-inch gravity pipe (8 to 12 feet in depth)	50	EA	$25,312.50	$1,265,625.00
A20	Point repair main, 18-inch through 24-inch gravity pipe (12 to 16 feet in depth)	50	EA	$32,812.50	$1,640,625.00
A21	Install polyethylene fused-on saddle (open trench)	300	EA	$437.50	$131,250.00
A22	Work in rear-yard easement (items A1 through A20)	300	EA	$1,250.00	$375,000.00
A23	Cleanout installation in grass area (up to 5 feet in depth)	300	EA	$2,812.50	$843,750.00
A24	Cleanout installation in asphalt area (up to 5 feet in depth)	300	EA	$2,843.75	$853,125.00
A25	Cleanout installation in concrete area (up to 5 feet in depth)	300	EA	$2,968.75	$890,625.00
A26	Cleanout installation (beyond 5 feet in depth)	100	V.F.	$187.50	$18,750.00
A27	Work in rear-yard easement (items A23 to A26)	300	EA	$843.75	$253,125.00
A28	Cleanout installation (open trench)	300	EA	$437.50	$131,250.00
A29	Lateral T / Y replacement (open trench)	300	EA	$343.75	$103,125.00

A30	Asphalt roadway replacement	200	S.Y.	$204.00	$40,800.00
A31	Asphalt pavement overlay (1-inch thick)	200	S.Y.	$62.50	$12,500.00
A32	Concrete sidewalk replacement	650	S.Y.	$131.25	$85,312.50
A33	Concrete curb and gutter replacement	1,500	L.F.	$116.00	$174,000.00
A34	Asphalt driveway replacement	200	S.Y.	$118.75	$23,750.00
A35	Concrete driveway replacement	200	S.Y.	$122.00	$24,400.00
A36	Sod replacement	25,000	S.F.	$5.00	$125,000.00
A37	Bypass pumping (8-inch and 10-inch sewer)	85	DAY	$1,875.00	$159,375.00
A38	Bypass pumping (12-inch and 15-inch sewer)	20	DAY	$5,625.00	$112,500.00
A39	Bypass pumping (18-inch through 24-inch sewer)	20	DAY	$11,875.00	$237,500.00
A40	Sewer main cleaning and TV inspection (8-inch through 12-inch)	100,000	L.F.	$2.35	$235,000.00
A41	Sewer main cleaning and TV inspection (15-inch through 21-inch)	5,000	L.F.	$5.00	$25,000.00
A42	Sewer main cleaning and TV inspection (21-inch through 24-inch)	5,000	L.F.	$6.25	$31,250.00
A43	Traffic control - flagman, each	75,000	HOUR	$100.00	$7,500,000.00
A44	Traffic control - arrow board, each	500	DAY	$937.50	$468,750.00
A45	Traffic control - barricade, each	1,500	DAY	$18.75	$28,125.00
A46	Expedited mobilization	25	EA	$6,875.00	$171,875.00
TOTAL BID FOR GROUP "A" - ITEMS A1 THROUGH A46 INCLUSIVE:					**$51,366,075.00**

GROUP B - CHEMICAL GROUTING

Item No.	Description	Quantitiy Amount	Unit	Unit Price Bid	Total
B1	Test joints, 8-inch and 10-inch gravity pipe	150,000	EA	$50.00	$7,500,000.00
B2	Test joints, 12-inch and 15-inch gravity pipe	20,000	EA	$50.00	$1,000,000.00
B3	Test joints, 18-inch and 21-inch gravity pipe	20,000	EA	$62.50	$1,250,000.00
B4	Test and seal joints, 8-inch and 10-inch gravity pipe	100,000	EA	$50.00	$5,000,000.00
B5	Test and seal joints, 12-inch and 15-inch gravity pipe	20,000	EA	$50.00	$1,000,000.00
B6	Test and seal joints, 18-inch and 21-inch gravity pipe	20,000	EA	$62.50	$1,250,000.00
B7	Work in rear-yard easement (items B1 to B6)	300	EA	$312.50	$93,750.00
B8	Chemical grout for sealing sewer joints	40,000	GAL	$27.50	$1,100,000.00
B9	Chemical root removal (8-inch through 12-inch)	15,000	L.F.	$3.75	$56,250.00
B10	Chemical root removal (15-inch through 21-inch)	5,000	L.F.	$4.50	$22,500.00
B11	Grout / Seal lateral connection 8 & 10 main, 4&6-inch laterals (3' minimum)	300	EA	$343.75	$103,125.00
B12	Grout / Seal lateral connection 12 & 15 main, 4&6-inch laterals (3' minimum)	150	EA	$375.00	$56,250.00
B13	Grout / Seal lateral connection 18 & 24 main, 4&6-inch laterals (3' minimum)	50	EA	$500.00	$25,000.00
B14	Work in rear-yard easement (items B11 to B13)	300	EA	$312.50	$93,750.00
B15	Mechanical root or grease removal (12-inch and smaller)	5,000	L.F.	$4.50	$22,500.00
B16	Mechanical root or grease removal (15-inch through 21-inch)	2,500	L.F.	$6.25	$15,625.00
B17	Sewer main cleaning and TV inspection (8-inch through 12-inch)	100,000	L.F.	$2.35	$235,000.00
B18	Sewer main cleaning and TV inspection (15-inch through 21-inch)	5,000	L.F.	$5.00	$25,000.00
B19	Sewer main cleaning and TV inspection (21-inch through 24-inch)	500	L.F.	$6.25	$3,125.00
B20	Bypass pumping (8-inch and 10-inch sewer)	85	DAY	$1,875.00	$159,375.00
B21	Bypass pumping (12-inch and 15-inch sewer)	20	DAY	$5,625.00	$112,500.00
B22	Bypass pumping (18-inch and 21-inch sewer)	20	DAY	$11,875.00	$237,500.00
B23	Expedited mobilization	25	EA	$6,875.00	$171,875.00
TOTAL BID FOR GROUP "B" - ITEMS B1 THROUGH B23 INCLUSIVE:					**$19,533,125.00**

GROUP C - MANHOLE REPAIRS AND REPLACEMENT

Item No.	Description	Quantitiy Amount	Unit	Unit Price Bid	Total
C1	Replace Manhole Ring and Cover (in paved area)	40	EA	$2,625.00	$105,000.00
C2	Replace Manhole Ring and Cover (in unpaved area)	20	EA	$2,125.00	$42,500.00
C3	Realign Manhole Ring and Cover (in paved area)	40	EA	$1,125.00	$45,000.00
C4	Realign Manhole Ring and Cover (in unpaved area)	20	EA	$750.00	$15,000.00
C8	Repair Manhole bench and invert	50	EA	$875.00	$43,750.00
C9	Replace Manhole bench and invert	50	EA	$1,875.00	$93,750.00
C12	Repair Defect/Leak (4 to 8 feet in depth)	200	EA	$1,125.00	$225,000.00
C13	Repair Defect/Leak (8 to 16 feet in depth)	200	EA	$2,000.00	$400,000.00
C14	Work in rear-yard easement (items C1 through C13)	50	EA	$1,250.00	$62,500.00
C15	Install new drop connection precast concrete 48-inch-diameter sewer manhole (up to 4 feet in depth)	15	EA	$1,250.00	$18,750.00
C16	Install new drop connection precast concrete 48-inch-diameter sewer manhole (4 to 6 feet in depth)	15	EA	$1,500.00	$22,500.00
C17	Install new drop connection precast concrete 48-inch-diameter sewer manhole (6 to 8 feet in depth)	15	EA	$1,750.00	$26,250.00
C18	Install new drop connection precast concrete 48-inch-diameter sewer manhole (8 to 10 feet in depth)	15	EA	$2,000.00	$30,000.00
C19	Install new drop connection precast concrete 48-inch-diameter sewer manhole (10 to 12 feet in depth)	15	EA	$2,250.00	$33,750.00

C20	Install new drop connection precast concrete 48-inch-diameter sewer manhole (12 to 14 feet in depth)	15	EA	$2,500.00	$37,500.00
C21	Install new drop connection precast concrete 48-inch-diameter sewer manhole (14 to 16 feet in depth)	15	EA	$2,500.00	$37,500.00
C22	Work in rear-yard easement (items C15 through C24)	50	EA	$625.00	$31,250.00
C23	Asphalt roadway replacement	200	S.Y.	$204.00	$40,800.00
C24	Asphalt pavement overlay (1-inch thick)	200	S.Y.	$62.50	$12,500.00
C25	Concrete sidewalk replacement	650	S.Y.	$131.25	$85,312.50
C26	Concrete curb and gutter replacement	1,500	L.F.	$131.25	$196,875.00
C27	Asphalt driveway replacement	200	S.Y.	$118.75	$23,750.00
C28	Concrete driveway replacement	200	S.Y.	$121.88	$24,376.00
C29	Sod replacement	25,000	S.F.	$5.00	$125,000.00
C30	Bypass pumping (8-inch and 10-inch sewer)	82	DAY	$1,875.00	$153,750.00
C31	Bypass pumping (12-inch and 15-inch sewer)	20	DAY	$5,625.00	$112,500.00
C32	Bypass pumping (18-inch and 21-inch sewer)	20	DAY	$11,875.00	$237,500.00
C33	Traffic control - flagman, each	75,000	HOUR	$100.00	$7,500,000.00
C34	Traffic control - arrow board, each	500	DAY	$937.50	$468,750.00
C35	Traffic control - barricade, each	1,500	DAY	$18.75	$28,125.00
C36	Expedited mobilization	25	EA	$6,875.00	$171,875.00
TOTAL BID FOR GROUP "C" - ITEMS C1 THROUGH C36 INCLUSIVE:					**$10,451,113.50**

GROUP D - SECTIONAL AND LATERAL LINERS

Item No.	Description	Quantitiy Amount	Unit	Unit Price Bid	Total
D1	Install cured-in-place sectional pipe liners, 6-inch to 12-inch diameter (up to 6 feet in length, all depths)	300	L.F.	$4,431.25	$1,329,375.00
D2	Install cured-in-place sectional pipe liners, 6-inch to 12-inch diameter (per linear foot beyond 6 feet in length, all depths)	300	L.F.	$131.25	$39,375.00
D3	Install cured-in-place sectional pipe liners, 15-inch to 18-inch diameter (up to 6 feet in length, all depths)	150	L.F.	$9,856.25	$1,478,437.50
D4	Install cured-in-place sectional pipe liners, 15-inch to 18-inch diameter (per linear foot beyond 6 feet in length, all depths)	150	L.F.	$181.25	$27,187.50
D5	Install cured-in-place sectional pipe liners, 21-inch diameter (up to 6 feet in length, all depths)	150	L.F.	$11,962.50	$1,794,375.00
D6	Install cured-in-place sectional pipe liners, 21-inch diameter (per linear foot beyond 6 feet in length, all depths)	150	L.F.	$210.00	$31,500.00
D7	Work in rear-yard easement (items E1 through E6)	200	EA	$562.50	$112,500.00
D8	Reinstate laterals and grout annular space	300	EA	$560.00	$168,000.00
D9	Sewer main cleaning and TV inspection (8-inch through 12-inch)	10,000	L.F.	$2.35	$23,500.00
D10	Sewer main cleaning and TV inspection (15-inch through 21-inch)	5,000	L.F.	$5.00	$25,000.00
D11	Sewer main cleaning and TV inspection (21-inch through 24-inch)	5,000	L.F.	$6.25	$31,250.00
D12	FCLRL – Cured-in-Place Lateral Liner 6-inch to 10-inch main, 4 & 6-inch lateral pipe, up to 15 linear feet. (all depths)	300	EA	$4,743.75	$1,423,125.00
D13	FCLRL – Cured-in-Place Lateral Liner 12-inch to 15-inch main, 4 & 6-inch lateral pipe, up to 15 linear feet. (all depths)	150	EA	$5,281.25	$792,187.50
D14	FCLRL – Cured-in-Place Lateral Liner 18-inch to 21-inch main, 4 & 6-inch lateral pipe, up to 15 linear feet. (all depths)	150	EA	$7,368.75	$1,105,312.50
D15	FCLRL – Cured-in-Place Lateral Liner 24-inch main, 4 & 6-inch lateral pipe, up to 15 linear feet. (all depths)	100	EA	$8,906.25	$890,625.00
D16	FCLRL – Cured-in-Place MH Drop Liner 8-inch to 15-inch main, 8-inch to 10-inch manhole drop connection, up to 12 linear feet of drop. (all depths)	150	EA	$4,562.50	$684,375.00
D17	Lateral Liner 4 & 6-inch pipe, greater than 15 linear feet all depths. (all depths)	200	L.F.	$112.50	$22,500.00
D18	Install CIP liner in 4-inch to 6-inch laterals, all depths (includes 15 feet of laeral)	300	L.F.	$4,431.25	$1,329,375.00
D19	Install CIP liner in 4-inch to 6-inch laterals, all depths (per linear foot beyond 15 feet of lateral pipe)	300	L.F.	$131.25	$39,375.00
D20	Install Full-Circle CIP mainline/lateral connection interface seal (minimum 3') in 6 - 10-inch main with 4-inch to 6-inch laterals, all depths.	300	L.F.	$4,431.25	$1,329,375.00
D21	Install Full-Circle CIP mainline/lateral connection interface seal (minimum 3') in 12 - 21-inch main with 4-inch to 6-inch laterals, all depths.	150	L.F.	$11,962.50	$1,794,375.00
D22	Install Full-Circle CIP mainline/lateral connection interface seal 6-inch to 10-inch main, 4-inch & 6-inch lateral pipe, up to 6-inches of lateral piping, all depths.	300	L.F.	$7,437.50	$2,231,250.00
D23	Install Full-Circle CIP mainline/lateral connection interface seal 12-inch to 21-inch main, 4-inch & 6-inch lateral pipe, up to 6-inches of lateral piping, all depths.	150	L.F.	$15,000.00	$2,250,000.00
D24	Transitional Liner 6-inch to 4-inch.	200	EA	$437.50	$87,500.00
D26	Work in rear-yard easement (items D12 through D21)	300	EA	$625.00	$187,500.00
D27	Sewer Lateral TV inspection from main w/ P&T Camera (up to 30 feet)	300	EA	$375.00	$112,500.00
D28	Sewer Lateral TV inspection from main (beyond 30 feet)	300	L.F.	$3.50	$1,050.00
D29	Sewer Lateral TV inspection from cleanout w/P&T Camera (up to 30 feet)	300	EA	$375.00	$112,500.00
D30	Sewer Lateral TV inspection from cleanout (beyond 30 feet)	300	L.F.	$3.50	$1,050.00
D31	Cleanout installation in grass area (up to 5 feet in depth)	300	EA	$2,812.50	$843,750.00
D32	Cleanout installation in asphalt area (up to 5 feet in depth)	300	EA	$2,843.75	$853,125.00

D33	Cleanout installation in concrete area (up to 5 feet in depth)	300	EA	$2,968.75	$890,625.00
D34	Cleanout installation (beyond 5 feet in depth)	100	V.F.	$312.50	$31,250.00
D35	Work in rear-yard easement (items D25 through D32)	300	EA	$562.50	$168,750.00
D36	Lateral Pipe Grouting, to facilitate proper lateral liner installation.	300	EA	$1,875.00	$562,500.00
D37	Lateral Pipe Testing. (10% of installations)	100	EA	$593.75	$59,375.00
D38	Mechanical Root or Grease Removal (10-inch and smaller)	5,000	L.F.	$11.25	$56,250.00
D39	Mechanical Tuberculation Removal (10-inch or smaller)	5,000	L.F.	$22.50	$112,500.00
D40	Bypass pumping (8-inch and 10-inch sewer)	85	DAY	$1,875.00	$159,375.00
D41	Bypass pumping (12-inch and 15-inch sewer)	20	DAY	$5,625.00	$112,500.00
D42	Bypass pumping (18-inch and 24-inch sewer)	20	DAY	$11,875.00	$237,500.00
D43	Traffic control - flagman, each	75,000	Hour	$100.00	$7,500,000.00
D44	Traffic control - arrow board, each	500	Day	$937.50	$468,750.00
D45	Traffic control - barricade, each	1,500	Day	$18.75	$28,125.00
D46	Expedited mobilization	25	EA	$6,875.00	$171,875.00
TOTAL BID FOR GROUP "D" - ITEMS D1 THROUGH D46 INCLUSIVE:					**$31,710,725.00**

GROUP E - CIP MAINLINE PIPE LINING

Item No.	Description	Quantitiy Amount	Unit	Unit Price Bid	Total
E1	Install cured-in-place liner, 18-inch diameter gravity mains (8 to 12 feet in depth)	2,500	L.F.	$152.00	$380,000.00
E2	Install cured-in-place liner, 18-inch diameter gravity mains (12 to 16 feet in depth)	2,000	L.F.	$152.00	$304,000.00
E3	Install cured-in-place liner, 21-inch diameter gravity mains (8 to 12 feet in depth)	2,500	L.F.	$215.00	$537,500.00
E4	Install cured-in-place liner, 21-inch diameter gravity mains (12 to 16 feet in depth)	2,000	L.F.	$215.00	$430,000.00
E5	Install cured-in-place liner, 24-inch diameter gravity mains (8 to 12 feet in depth)	2,500	L.F.	$227.00	$567,500.00
E6	Install cured-in-place liner, 24-inch diameter gravity mains (12 to 16 feet in depth)	2,000	L.F.	$227.00	$454,000.00
E7	Install cured-in-place liner, 30-inch diameter gravity mains (8 to 12 feet in depth)	2,500	L.F.	$283.00	$707,500.00
E8	Install cured-in-place liner, 30-inch diameter gravity mains (12 to 16 feet in depth)	2,000	L.F.	$283.00	$566,000.00
E9	Work in Rear-Yard Easement (items E1 to E8)	300	EA	$1,083.00	$324,900.00
E10	Reinstate Laterals and Grout annular space	300	EA	$560.00	$168,000.00
E11	Protruding service connnection removed by internal means	300	EA	$331.25	$99,375.00
E12	Mechanical Root or Grease Removal (12-inch and smaller)	5,000	L.F.	$4.50	$22,500.00
E13	Mechanical Root or Grease Removal (15-inch through 24-inch)	2,500	L.F.	$11.25	$28,125.00
E14	Mechanical Tuberculation Removal (12-inch or smaller)	5,000	L.F.	$22.50	$112,500.00
E15	Mechanical Tuberculation Removal (15-inch through 18-inch)	2,500	L.F.	$25.00	$62,500.00
E16	Mechanical Tuberculation Removal (21-inch through 30-inch)	2,000	L.F.	$37.50	$75,000.00
E17	Sewer main cleaning and TV inspection (6-inch through 12-inch)	100,000	L.F.	$2.35	$235,000.00
E18	Sewer main cleaning and TV inspection (15-inch through 18-inch)	5,000	L.F.	$5.00	$25,000.00
E19	Sewer main cleaning and TV inspection (21-inch through 30-inch)	5,000	L.F.	$6.25	$31,250.00
E20	Bypass Pumping (6-inch through 12-inch sewer)	85	Day	$1,875.00	$159,375.00
E21	Bypass Pumping (15-inch and 18-inch sewer)	20	Day	$5,625.00	$112,500.00
E22	Bypass Pumping (18-inch through 30-inch sewer)	20	Day	$11,875.00	$237,500.00
E23	Traffic control - flagman, each	75,000	Hour	$100.00	$7,500,000.00
E24	Traffic control - arrow board, each	500	Day	$937.50	$468,750.00
E25	Traffic control - barricade, each	1,500	Day	$18.75	$28,125.00
E26	Expedited mobilization	25	EA	$6,875.00	$171,875.00
E27	Consideration for Indemnification	1	L.S.	$1,875.00	$1,875.00
TOTAL BID FOR GROUP "E" - ITEMS E1 THROUGH E27 INCLUSIVE:					**$13,810,650.00**

GROUP F - FOLD AND FORM PIPE LINING

Item No.	Description	Quantitiy Amount	Unit	Unit Price Bid	Total
F1	Install Fold and Form liner, 8-inch diameter gravity mains (all depths)	60,000	L.F.	$41.75	$2,505,000.00
F2	Install Fold and Form liner, 10-inch diameter gravity mains (all depths)	15,000	L.F.	$46.50	$697,500.00
F3	Install Fold and Form liner, 12-inch diameter gravity mains (all depths)	12,000	L.F.	$51.00	$612,000.00
F4	Install Fold and Form liner, 15-inch diameter gravity mains (all depths)	10,000	L.F.	$105.00	$1,050,000.00
F5	Reinstate Laterals and Grout annular space	300	Each	$560.00	$168,000.00
F6	Work in Rear-Yard Easement (items F1 & F4)	300	Each	$1,000.00	$300,000.00
F7	Protruding service connnection removed by internal means	300	Each	$331.25	$99,375.00
F8	Sewer main cleaning and TV inspection (8-inch through 12-inch)	100,000	L.F.	$2.35	$235,000.00
F9	Sewer main cleaning and TV inspection (15-inch through 21-inch)	5,000	L.F.	$5.00	$25,000.00
F10	Sewer main cleaning and TV inspection (21-inch through 24-inch)	5,000	L.F.	$6.25	$31,250.00
F11	Mechanical Root or Grease Removal (12-inch or smaller)	5,000	L.F.	$4.50	$22,500.00
F12	Mechanical Tuberculation Removal (12-inch or smaller)	5,000	L.F.	$22.50	$112,500.00
F13	Bypass Pumping (6-inch through 10-inch sewer)	85	Day	$1,875.00	$159,375.00
F14	Bypass Pumping (12-inch and 15-inch sewer)	20	Day	$5,625.00	$112,500.00
F15	Bypass Pumping (18-inch and 24-inch sewer)	20	Day	$11,875.00	$237,500.00

F16	Traffic control - flagman, each	75,000	Hour	$100.00	$7,500,000.00
F17	Traffic control - arrow board, each	500	Day	$937.50	$468,750.00
F18	Traffic control - barricade, each	1,500	Day	$18.75	$28,125.00
F19	Expedited mobilization	25	EA	$7,577.15	$189,428.75
TOTAL BID FOR GROUP "F" - ITEMS F1 THROUGH F19 INCLUSIVE:					**$14,553,803.75**

Fort Pierce Utilities Authority

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

Board Submission Form

9/14/2023

Department: 66 - Water/WW Engineering

Board Meeting Date: 09/19/2023

Item Type: Regular, Contract Agreement

Subject: Water/Wastewater Unit Price Contract for Underground Utilities - Amendment No. 1

Recommendation:

POA 20-50: Approve Amendment No. 1 to the Annual Unit Price Contract (UPC) for the Installation of Underground Utilities for Water and Wastewater Systems with Hinterland Group Inc., of Riviera Beach, Florida, to increase the not to exceed contract amount by $500,000, from $1,000,000 to $1,500,000 annually. Presented by Lugey Dawson.

Reviewed By Attorney: NA (FPUA Standard Contract)

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

Approvals:

System Director:	HUTCHINSON, BOWDOIN G.	Aug 29 2023 8:16AM
Director of Finance:	MIKA, BARBARA A.	Aug 25 2023 5:54PM
Director of Utilities:	CISNEROS, JAVIER	Sep 14 2023 9:11AM

Fort Pierce Utilities Authority

Memorandum

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

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

FROM: Lugey Dawson, Supervising Engineer

DATE: September 14, 2023

SUBJECT: **Water/Wastewater Unit Price Contract for Underground Utilities - Amendment No. 1**

PRESENTER(S): Lugey Dawson

RECOMMENDATION:

POA 20-50: Approve Amendment No. 1 to the Annual Unit Price Contract (UPC) for the Installation of Underground Utilities for Water and Wastewater Systems with Hinterland Group Inc., of Riviera Beach, Florida, to increase the not to exceed contract amount by $500,000, from $1,000,000 to $1,500,000 annually.

SUMMARY/SUPPORTING INFORMATION

Additional funding in the amount of $300,000 is being requested for the Water/Wastewater Engineering Department. This funding is needed to cover the cost of ongoing work associated with FPUA's Water and Low-Pressure Sewer Expansion projects.

The Wastewater Collections Department has experienced an increase in emergency repairs to the gravity sewer system. These necessary repairs are often done by our UPC and are very costly. Additional funding is being requested for the Wastewater Collections Department in the amount of $200,000 to cover the cost of these completed and future repairs.

ALTERNATIVES (IF ANY):

Do not approve. This option is not recommended as it would slow down FPUA's expansion projects and also adversely affect service to our customers.

ATTACHMENTS:

FPUA Contract Amendment NO. 1

AMENDMENT 1
TO THE CONTRACT FOR
ANNUAL UNIT PRICE CONTRACT FOR THE INSTALLATION OF UNDERGROUND UTILITIES FOR WATER AND WASTEWATER SYSTEMS
BID NO. 20-50

THIS FIRST AMENDMENT ("First Amendment") is made and entered into between the Fort Pierce Utilities Authority ("FPUA") and Hinterland Group Inc., a Florida corporation with its principal address at West Blue Heron Boulevard, Riviera Beach, FL 33404 ("Contractor").

WHEREAS, the parties entered into an Annual Unit Price Contract for the Installation of Water and Wastewater Systems effective October 1, 2020, (the "Contract"); and

WHEREAS, the parties desire to amend the Contract to increase the Contract amount.

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

1. Section 5 of the Contract is amended to increase the total job price from "not to exceed $1,000,000.00 annually" to "not to exceed $1,500,000.00 annually."

2. This First Amendment is effective as of the date last signed below. Except as amended hereby, the terms and conditions of the Contract remain in full force and effect. Any conflict between the provisions of this First Amendment and the Contract shall be resolved in favor of the provisions of this First Amendment.

[*remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the date set forth below.

HINTERLAND GROUP INC.

BY: _____
Signature/Officer of Firm (Manual)

CHASE ROGERS
Name (Typed or Printed)

TITLE: PROJECT DIRECTOR

ATTEST:

_____
Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
FPUA General Counsel

Fort Pierce Utilities Authority

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

Board Submission Form

9/14/2023

Department: 66 - Water/WW Engineering

Board Meeting Date: 09/19/2023

Item Type: Regular, Contract Agreement

Subject: Water/Wastewater UPC For The Installation of Underground Utilities - Amendment No. 2

Recommendation:

POA 20-50: Approve Amendment No. 2 to the Annual Unit Price Contract for the Installation of Underground Utilities for Water and Wastewater Systems with Mastec North America, Inc., of Coral Gables, Florida, to increase the not to exceed contract amount by $1,000,000, from $2,400,000 to $3,400,000 annually. Presented by Lugey Dawson.

Reviewed By Attorney: NA (FPUA Standard Contract)

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

Approvals:

System Director:	HUTCHINSON, BOWDOIN G.	Aug 29 2023 8:17AM
Director of Finance:	MIKA, BARBARA A.	Aug 25 2023 5:50PM
Director of Utilities:	CISNEROS, JAVIER	Sep 14 2023 9:11AM

Fort Pierce Utilities Authority

Memorandum

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

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

FROM: Lugey Dawson, Supervising Engineer

DATE: September 13, 2023

SUBJECT: **Water/Wastewater UPC For The Installation of Underground Utilities - Amendment No. 2**

PRESENTER(S): Lugey Dawson

RECOMMENDATION:

POA 20-50: Approve Amendment No. 2 to the Annual Unit Price Contract for the Installation of Underground Utilities for Water and Wastewater Systems with Mastec North America, Inc., of Coral Gables, Florida, to increase the not to exceed contract amount by $1,000,000, from $2,400,000 to $3,400,000 annually.

SUMMARY/SUPPORTING INFORMATION

On December 1, 2020 the Board Approved the contract with Mastec North America, Inc. in the amount not to exceed $1,500,000 annually for Water and Wastewater Installation of Underground Utilities, and on August 17, 2021 the Board approved contract Amendment No.1 to increase the not to exceed amount from $1,500,000 to $2,400,000 annually.

Within the past year, the Wastewater Collections and Water Distribution Departments have experienced a significant amount of emergency repairs to the gravity sewer mains, manholes and water distribution mains. Due to the age of our system these unplanned sewer and water repairs will continue and the unit price contractor will be called upon to make the necessary repairs. Additional funding is requested for the Wastewater Collections Department in the amount of $150,000 and $100,000 for the Water Distribution Department.

Additional funding in the amount of $750,000 is also being requested for the Water/Wastewater Engineering Department. This funding is needed to cover the cost of ongoing work with higher than expected costs.

ALTERNATIVES (IF ANY):

No true alternatives. If the UPC is not available to make the necessary repairs then this becomes a health and safety concern for our employees as well as the general public.

ATTACHMENTS:

FPUA Contract Amendment No. 2

AMENDMENT 2
TO THE CONTRACT FOR
ANNUAL UNIT PRICE CONTRACT FOR THE INSTALLATION OF UNDERGROUND UTILITIES FOR WATER AND WASTEWATER SYSTEMS
BID NO. 20-50

THIS SECOND AMENDMENT ("Second Amendment") is made and entered into between the Fort Pierce Utilities Authority ("FPUA") and Mastec North America, Inc., a Florida corporation with its principal address at 800 S. Douglas Road, Suite 1200, Coral Gables, FL 33134 ("Contractor").

WHEREAS, the parties entered into an Annual Unit Price Contract for the Installation of Underground Utilities for Water and Wastewater Systems effective October 1, 2020, which was subsequently amended by that First Amendment dated August 17, 2021 (as amended "Contract"); and

WHEREAS, the parties desire to further amend the Contract to increase the Contract amount.

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

1. Section 5 of the Contract is amended to increase the total job price from "not to exceed $2,400,000.00 annually" to "not to exceed $3,400,000.00 annually."

2. This Second Amendment is effective as of the date last signed below. Except as amended hereby, the terms and conditions of the Contract remain in full force and effect. Any conflict between the provisions of this Second Amendment and the Contract shall be resolved in favor of the provisions of this Second Amendment.

[*remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the date set forth below.

MASTEC NORTH AMERICA, INC.

BY: _____
Signature/Officer of Firm (Manual)

Manuel Arismendy
Name (Typed or Printed)

TITLE: Senior Vice President Southeast/Gulf Coast

ATTEST:

_____
Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

Fort Pierce Utilities Authority

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

Board Submission Form

9/13/2023

Department: 21 - Finance

Board Meeting Date: 09/19/2023

Item Type: Regular Agenda

Subject: Additional funding for electronic payment transaction fees

Recommendation:

On 12/15/2020, the FPUA Board approved electronic payment processing fees not to exceed $500,000. As a result of the increased volume, these fees are on target to exceed $750,000 for 12 months ending 02/28/2024. The current request is to increase the not to exceed limit to $900,000 annually, to accommodate the current needs and future changes. Presented by Michele Harris.

Reviewed By Attorney: No

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

Approvals:

System Director:	MIKA, BARBARA A.	Sep 13 2023 1:02PM
Director of Finance:	MIKA, BARBARA A.	Sep 13 2023 1:02PM
Director of Utilities:	CISNEROS, JAVIER	Sep 13 2023 3:24PM

Fort Pierce Utilities Authority

Memorandum

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

THROUGH: Barbara A. Mika, Director of Financial Admin.

FROM: Michele S. Harris, Finance Manager

DATE: September 13, 2023

SUBJECT: **Additional funding for electronic payment transaction fees**

PRESENTER(S): Michele Harris

RECOMMENDATION:

On 12/15/2020, the FPUA Board approved electronic payment processing fees not to exceed $500,000. As a result of the increased volume, these fees are on target to exceed $750,000 for 12 months ending 02/28/2024. The current request is to increase the not to exceed limit to $900,000 annually, to accommodate the current needs and future changes.

SUMMARY/SUPPORTING INFORMATION

Annual electronic payment processing fees include two monthly invoices received from Invoice Cloud and one from Paymentech. Two charges for these fees are a percentage and the other is per transaction. With the increase in growth, rates and purchased power, the average monthly credit card volume has increased by 41.6% between FY 22 and FY 23. Invoice Cloud has also proposed a pending per transaction increase from .36 per item to .40.

Mostly due to volume increase, electronic payment processing fees are on track to exceed $750,000. To accommodate future increases in growth, purchased power fluctuations, rates and per transaction fees, we are requesting that the amount not to exceed be increased to $900,000.

ALTERNATIVES (IF ANY):

There are no alternatives.

ATTACHMENTS:

G-7

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: **9/19/2023**

Item: X Regular Agenda ____ Consent Agenda

Subject: Status Report on Electric Power Cost Adjustment (PCA) for July 2023

Recommendation:

Staff is recommending a decrease to the PCA in the amount of $9.00 per 1,000 kWh, from $9.00 to $0.00 per 1,000 kWh, effective October 1, 2023.

Reviewed By Attorney: ____ Yes X No

Funds Available From: X No Funds Needed ____ Budgeted

Approvals:

System Director: Barbara A. Mika

Director of Financial Admin: N/A

Director of Utilities:

Fort Pierce Utilities Authority

Memorandum

To:	Javier Cisneros, P.E., Director of Utilities
From:	Barbara A. Mika, CGFO, Director of Financial Administration
Date:	September 11, 2023
Subject:	**Status Report on Electric Power Cost Adjustment (PCA) for July 2023**

RECOMMENDATION:

Staff is recommending a decrease to the PCA in the amount of $9.00 per 1,000 kWh, from $9.00 to $0.00 per 1,000 kWh, effective October 1, 2023.

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 for the production of power through FMPA is providing stabilization to the cost of purchased power. FPUA is currently protected from natural gas prices escalations for 75% of our monthly purchases through April of 2024 and 50% through April 2025. In order to further shield our customers from pricing anomalies, staff is recommending for a Rate Stabilization Fund floor at $2.5M, previously viewed to be sufficient at $1.0M. This memo and the attached tables and charts will bring you up to date on the preliminary results for July 2023 and include projections of FPUA's power costs through July 2024.

The PCA, for the month of June was $29.00 per 1,000 kWh. The July forecasted rates indicate that the average cost of purchased power sold for the upcoming twelve-month period $79.64. In July, FPUA recovered $98.52 for every 1,000 kWh sold with the average cost sold of $94.69. The projections of FPUA's power costs, exhibited in the following graphs and charts, were prepared by Raftelis Financial Consultants (Raftelis), which were, in turn, based upon the most recent forecasts prepared by Florida Municipal Power Agency (FMPA).

Attached is a table of the amount of power cost paid to FMPA and recovered from FPUA's customers each month for the past 24 months. The cost of power purchased from FMPA for the month of July was billed to FPUA at a blended rate of $75.89 for 1,000 kWh, an increase of $3.08 from the June bill. FPUA recovered $771,369 from customers for the month of July, bringing the cumulative balance of power costs recovered at the close of July to an over-recovery of $6,847,938. Also attached is a table of FMPA All-Requirements all-in rate projections vs. actual

billings. Projections for the month of July 2023, over the prior 11 months at the 50% confidence level, were an average of 10.2% greater than the actual rate billed.

Since the June forecast, FMPA's estimate of the cost of purchased power for the upcoming 12 months has decreased by 1.2%. While long-term projections can be less certain, the latest projections indicate a 10% decrease in the average cost per MWh sold for Fiscal Year 2024 from the current year. Staff is recommending a $9.00 reduction to the PCA from $9.00 to $0.00 per 1,000 kWh, effective October 1, 2023.

This power cost adjustment requires constant monitoring, staff will continue to oversee changes to the forecast each month and present an update to the Board, recommending changes only when absolutely necessary.

ALTERNATIVES:

The Board could consider and approve a change to the PCA of a different amount or no change at all.

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
Comparison of PCA Over (Under) Recovery projections for July 2023

Fort Pierce Utilities Authority

Power Costs Paid and Recovered

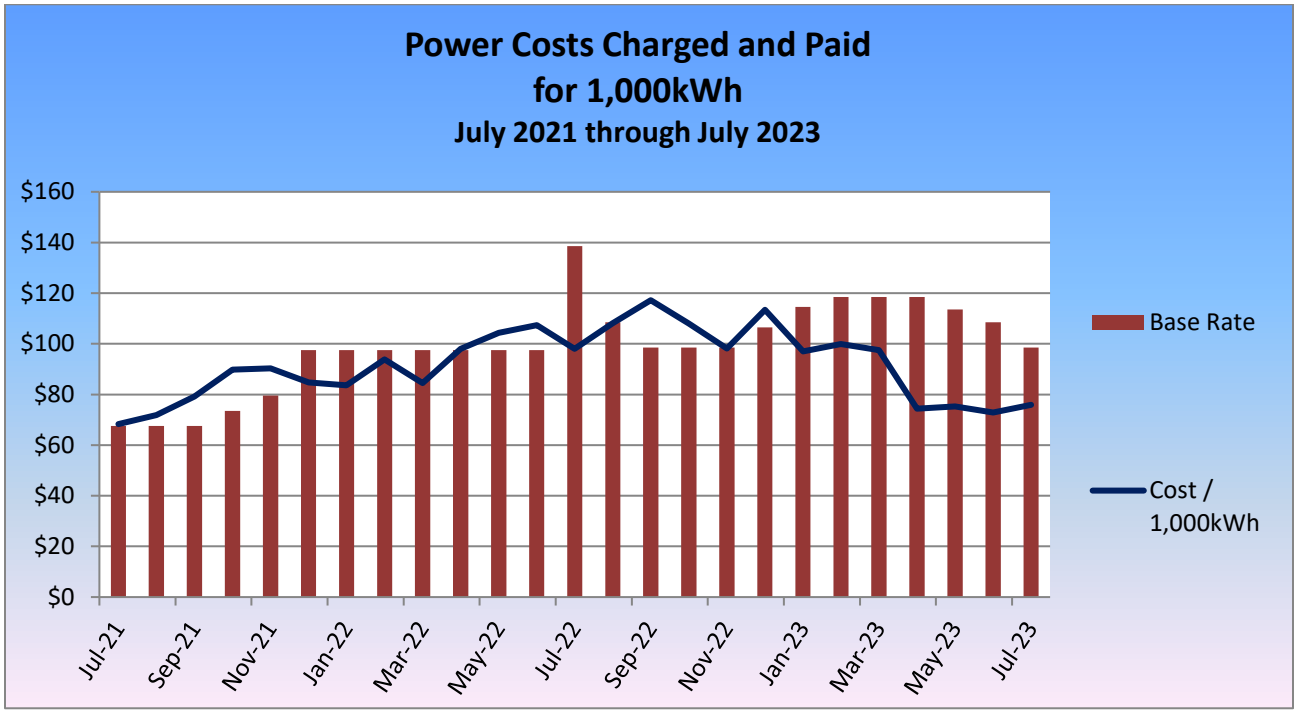
24 Months Ended July 31, 2023

	PCA PER 1,000 KWH	POWER COST PAID PER MONTH	CUSTOMER RECOVERY PER MONTH*	MONTHLY OVER (SHORT)	CUMULATIVE OVER (SHORT)
July 2021					$2,693,841
August 2021	-$12.00	$4,390,659	$3,690,396	($700,263)	$1,993,578
September 2021	-$12.00	$4,134,075	$3,960,441	($173,634)	$1,819,944
October 2021	-$6.00	$4,735,028	$4,110,931	($624,097)	$1,195,847
November 2021	$0.00	$3,566,346	$3,562,950	($3,396)	$1,192,451
December 2021	$18.00	$3,588,361	$3,768,646	$180,285	$1,372,736
January 2022	$18.00	$3,957,980	$3,949,207	($8,773)	$1,363,963
February 2022	$18.00	$3,602,713	$3,625,830	$23,117	$1,387,079
March 2022	$18.00	$3,910,469	$3,989,979	$79,510	$1,466,590
April 2022	$18.00	$4,553,055	$4,305,652	($247,403)	$1,219,187
May 2022	$18.00	$5,754,948	$4,354,454	($1,400,493)	($181,307)
June 2022	$18.00	$6,056,646	$5,193,137	($863,509)	($1,044,815)
July 2022	$59.00	$6,139,341	$8,548,901	$2,409,560	$1,364,744
August 2022	$29.00	$6,864,252	$6,267,375	($596,877)	$767,867
September 2022	$19.00	$6,400,971	$5,848,397	($552,573)	$215,294
October 2022	$19.00	$5,308,502	$4,981,894	($326,607)	($111,314)
November 2022	$19.00	$4,540,128	$4,450,324	($89,804)	($201,117)
December 2022	$27.00	$4,922,707	$4,474,072	($448,636)	($649,753)
January 2023	$35.00	$4,174,773	$4,661,012	$486,239	($163,514)
February 2023	$39.00	$4,053,289	$4,811,038	$757,750	$594,235
March 2023	$39.00	$4,627,033	$5,237,711	$610,678	$1,204,914
April 2023	$39.00	$3,600,938	$5,341,744	$1,740,806	$2,945,720
May 2023	$34.00	$4,004,858	$5,671,996	$1,667,138	$4,612,858
June 2023	$29.00	$4,100,427	$5,564,139	$1,463,711	$6,076,569
** **July 2023**	$19.00	$4,733,484	$5,504,853	$771,369	$6,847,938

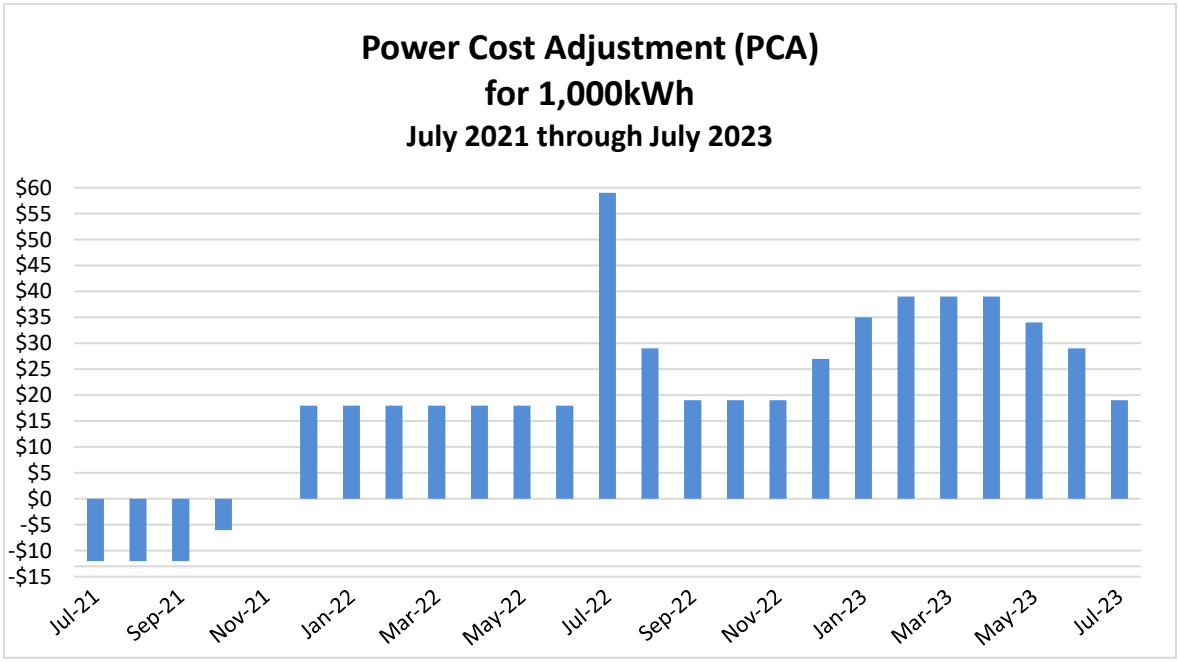
* The customer recovery per month includes $79.522 per 1,000 kWh included in the base rate plus or minus the power cost adjustment (PCA).

** Preliminary

Presented below is a chart of FPUA's power cost recovery as compared to the amount FMPA has charged FPUA to purchase power for the past 25 months. Please note how volatile FMPA's costs have been. The cost of power purchased from FMPA for the month of July was billed to FPUA at a blended rate of $75.89 for 1,000 kWh, a $3.08 increase compared to June. FPUA recovered $98.52 for the same time period.



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



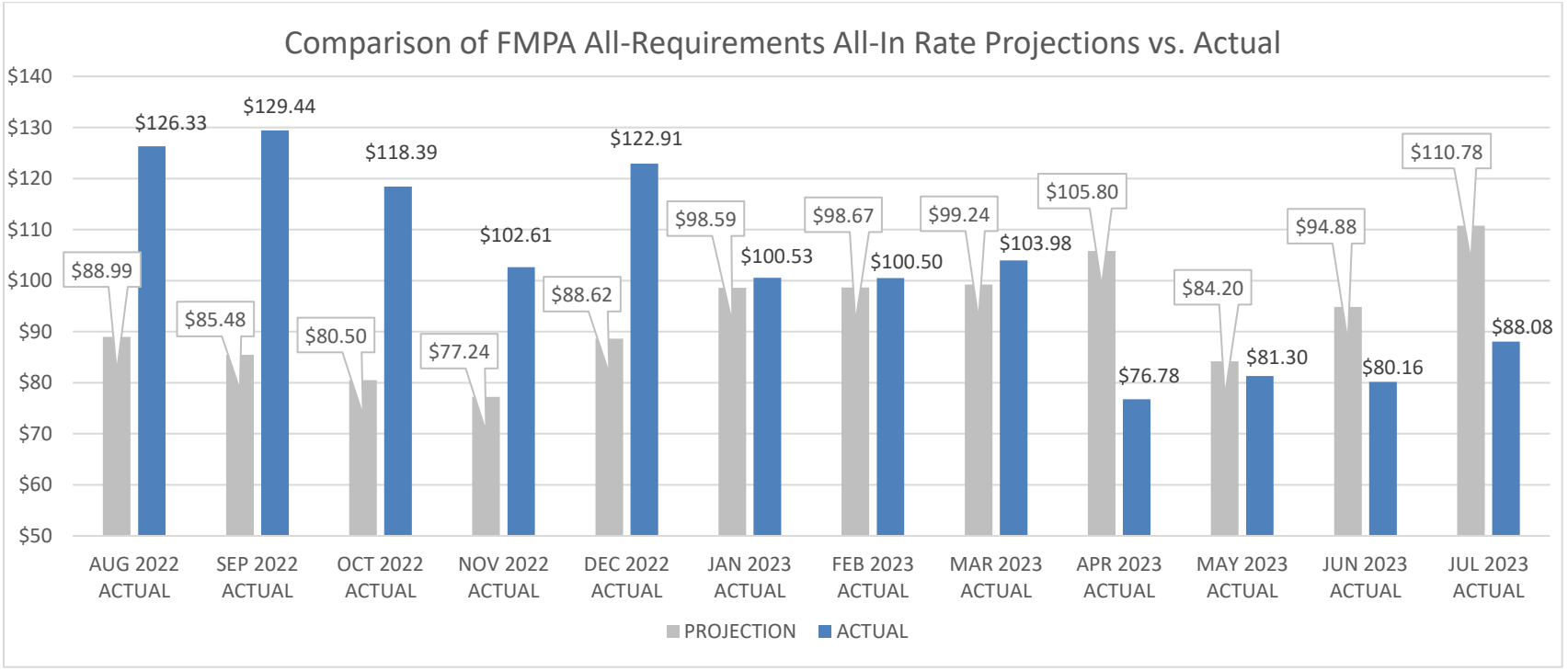
FMPA ALL-REQUIREMENTS ALL-IN RATE PROJECTIONS VS. ACTUAL - 60% LOAD FACTOR

The tables below display the accuracy level of FMPA's rate projections over time compared to the actual results in the column at the right.
The variances, below or (above) projections, are shown at the bottom of the page.

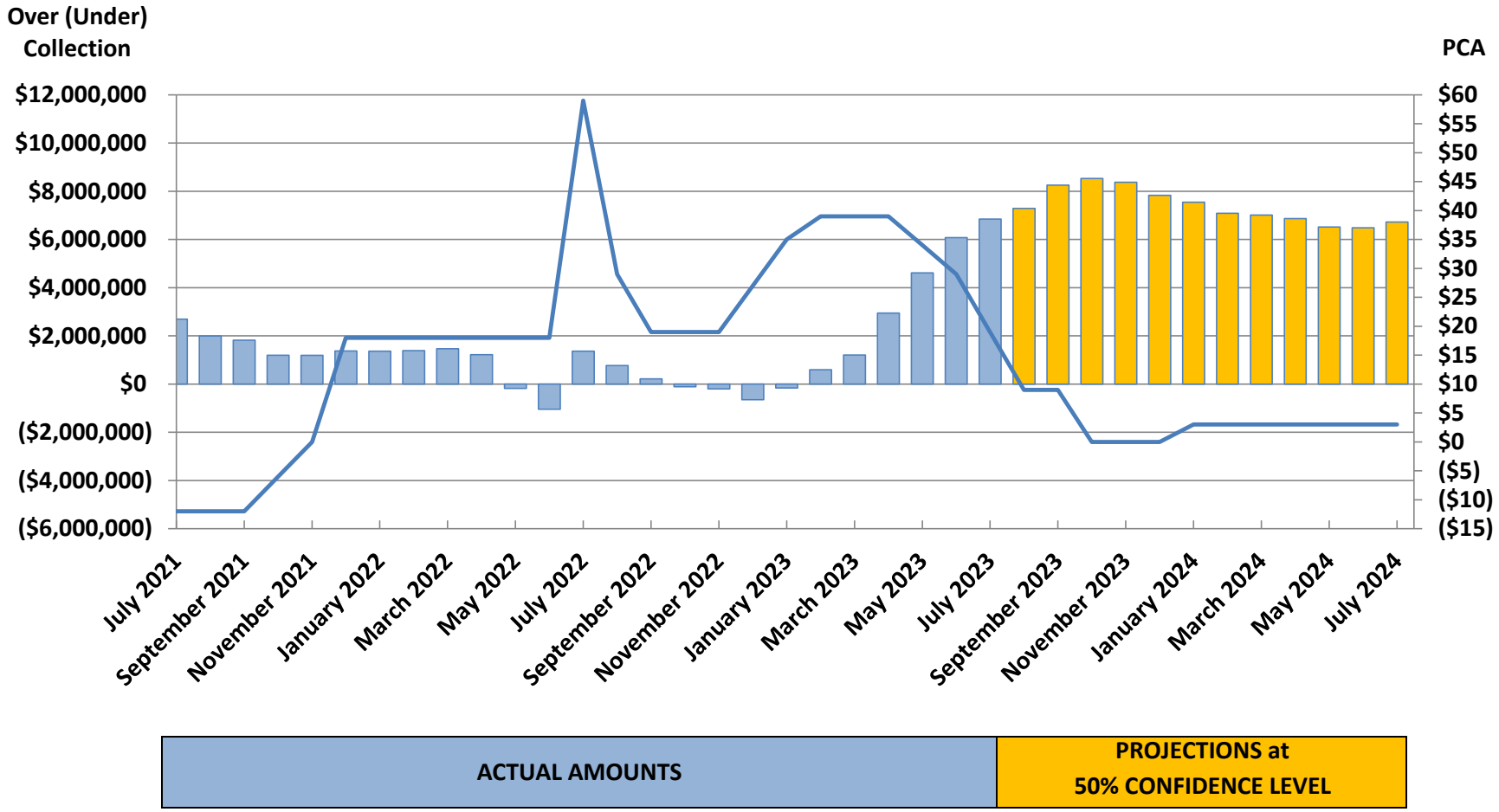
		PROJECTIONS												ACTUAL
		DATE PROJECTED												
		AUG 2022	SEP 2022	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUNE 2023	JULY 2023	
BILLING MONTH	AUG 2022	$ 126.33												$ 126.33
	SEP 2022	$ 113.98	$ 129.44											$ 129.44
	OCT 2022	$ 122.01	$ 127.82	$ 118.39										$ 118.39
	NOV 2022	$ 116.06	$ 133.28	$ 125.75	$ 102.61									$ 102.61
	DEC 2022	$ 117.09	$ 134.80	$ 133.61	$ 116.16	$ 122.91								$ 122.91
	JAN 2023	$ 111.50	$ 113.62	$ 127.92	$ 113.22	$ 125.79	$ 100.53							$ 100.53
	FEB 2023	$ 104.20	$ 106.68	$ 100.88	$ 108.94	$ 127.66	$ 104.88	$ 100.50						$ 100.50
	MAR 2023	$ 113.25	$ 113.50	$ 110.91	$ 107.79	$ 129.05	$ 115.87	$ 111.54	$ 103.98					$ 103.98
	APR 2023	$ 101.44	$ 106.72	$ 108.67	$ 106.12	$ 98.85	$ 116.00	$ 112.35	$ 105.86	$ 76.78				$ 76.78
	MAY 2023	$ 106.27	$ 106.67	$ 108.43	$ 106.06	$ 99.51	$ 90.00	$ 107.25	$ 103.86	$ 88.81	$ 81.30			$ 81.30
	JUNE 2023	$ 110.29	$ 108.00	$ 108.81	$ 108.45	$ 101.00	$ 92.99	$ 95.88	$ 102.26	$ 91.21	$ 81.18	$ 80.16		$ 80.16
	JULY 2023	$ 110.78	$ 105.95	$ 106.69	$ 105.29	$ 99.85	$ 93.07	$ 95.74	$ 94.18	$ 86.38	$ 82.91	$ 86.63	$ 88.08	$ 88.08

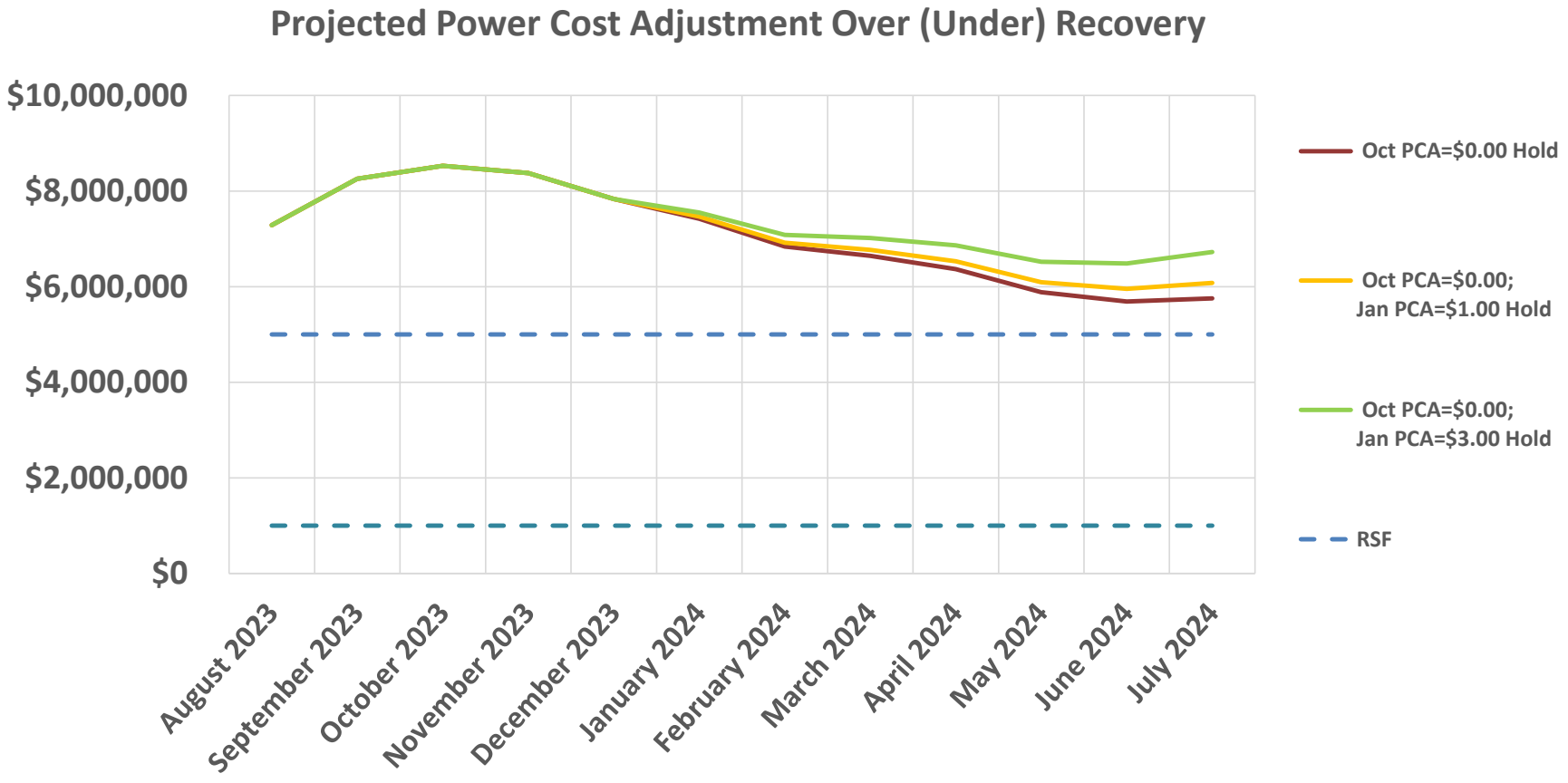
		ACTUAL RATE UNDER (OVER) PROJECTION											
		DATE PROJECTED											
		AUG 2022	SEP 2022	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUNE 2023	JULY 2023
BILLING MONTH	AUG 2022	$ -											
	SEP 2022	$ (15.46)	$ -										
	OCT 2022	$ 3.62	$ 9.43	$ -									
	NOV 2022	$ 13.45	$ 30.67	$ 23.14	$ -								
	DEC 2022	$ (5.82)	$ 11.89	$ 10.70	$ (6.75)	$ -							
	JAN 2023	$ 10.97	$ 13.09	$ 27.39	$ 12.69	$ 25.26	$ -						
	FEB 2023	$ 3.70	$ 6.18	$ 0.38	$ 8.44	$ 27.16	$ 4.38	$ -					
	MAR 2023	$ 9.27	$ 9.52	$ 6.93	$ 3.81	$ 25.07	$ 11.89	$ 7.56	$ -				
	APR 2023	$ 24.66	$ 29.94	$ 31.89	$ 29.34	$ 22.07	$ 39.22	$ 35.57	$ 29.08	$ -			
	MAY 2023	$ 24.97	$ 25.37	$ 27.13	$ 24.76	$ 18.21	$ 8.70	$ 25.95	$ 22.56	$ 7.51	$ -		
	JUNE 2023	$ 30.13	$ 27.84	$ 28.65	$ 28.29	$ 20.84	$ 12.83	$ 15.72	$ 22.10	$ 11.05	$ 1.02	$ -	
	JULY 2023	$ 22.70	$ 17.87	$ 18.61	$ 17.21	$ 11.77	$ 4.99	$ 7.66	$ 6.10	$ (1.70)	$ (5.17)	$ (1.45)	$ -

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 November 2021, the October 2022 rates were projected to be $80.50; actual rates were $118.39. 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 6.0% lower than the actuals.



Power Cost Adjustment and Over (Under) Collection




Projected Power Cost Adjustment Over (Under) Recovery
$10,000,000
$8,000,000
$6,000,000
$4,000,000
$2,000,000
$0
August 2023
September 2023
October 2023
November 2023
December 2023
January 2024
February 2024
March 2024
April 2024
May 2024
June 2024
July 2024
Oct PCA=$0.00 Hold
Oct PCA=$0.00; Jan PCA=$1.00 Hold
Oct PCA=$0.00; Jan PCA=$3.00 Hold
RSF

BOARD SUBMISSION FORM

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

Department: 21-Department of Finance

Board Meeting Date: 09/19/2023

Item: X Regular Agenda ____ Consent Agenda

Subject: Rate Resolutions UA: 2023-08 Electric, 2023-09 Natural Gas, 2023-10 Water, and 2023-11 Wastewater

Recommendation:
Adopt the following resolutions, which provide rate adjustments to the customer and usage charges for each specific system, with an effective date of October 1, 2023.

Resolution No. UA 2023-08 for the Electric System
Resolution No. UA 2023-09 for the Natural Gas System
Resolution No. UA 2023-10 for the Water System
Resolution No. UA 2023-11 for the Wastewater System

Reviewed By Attorney: X Yes ____ No

Funds Available From: X No Funds Needed ____ Budgeted

Approvals:

System Director: Barbara A. Mika

Director of Financial Services: N/A

Director of Utilities: Javier Cisneros

Fort Pierce Utilities Authority

Memorandum

To:	Javier Cisneros, P.E., Director of Utilities
From:	Barbara A. Mika, CGFO, Director of Financial Administration
Date:	September 12, 2023
Subject:	Rate Resolutions UA: 2023-08 Electric, 2023-09 Natural Gas, 2023-10 Water, and 2023-11 Wastewater

RECOMMENDATION:

Adopt the following resolutions, which provide rate adjustments to the customer and usage charges for each specific system, with an effective date of October 1, 2023.

Resolution No. UA 2023-08 for the Electric System
Resolution No. UA 2023-09 for the Natural Gas System
Resolution No. UA 2023-10 for the Water System
Resolution No. UA 2023-11 for the Wastewater System

SUMMARY/SUPPORTING INFORMATION:

The rate adjustments recommended for each of the FPUA operating systems is being proposed in order to maintain the rate sufficiency of each system as was assured in the bond covenants with the 2022 debt issuance. The adjustments were originated from the annually published price index, for utility operating costs, by the Florida Public Service Commission. The 2023 index is based on the previous years' experience and was published at a rate of 7.07% for 2023.

These rate adjustments will help fund the current Capital Plan as well as the day to day operations of FPUA allowing for inflation and helping to keep pace with the increasing costs of materials for operations and the cost of constructing capital infrastructure. We have a crucial need to strengthen and maintain our operating system which will provide reliability of services to, and safety for, our rate payers.

The impact on a customer having all four services at the standard consumption used for comparison are as follows:

Service Description	Current Bill	Proposed October Bill	Amount Change	Percentage Change	Avg. # of Services
Electric (1,000 kWh, + PCA*)	$ 138.02	$ 132.05	($ 5.97)	-4.3%	29,000
Water (6,000 Gallons)	$ 46.32	$ 49.59	$ 3.27	7.1%	21,900
Wastewater (6,000 Gallons)	$ 61.88	$ 66.27	$ 4.39	7.1%	16,100
Natural Gas (13 ccf, $0.24 PGA)	$ 40.49	$ 42.62	$ 2.13	5.3%	4,100
Total	**$ 286.71**	**$ 290.53**	**$ 3.82**	**1.3%**	

*Current Bill PCA = $9.00; Proposed Bill PCA = $0.00/kWh

ALTERNATIVES:

Propose no rate adjustments or an adjustment of a different percentage or amount. This is not recommended as the adjustment is based in the inflationary needs of the organization.

ATTACHMENTS:

Exhibit A – Electric Rate Schedules Redlined
Electric Rate Resolution 2023-08
Natural Gas Rate Resolution 2023-09
Water Rate Resolution 2023-10
Wastewater Rate Resolution 2023-11

RESOLUTION NO. UA 2023-08

A RESOLUTION AMENDING, SUPERSEDING, AND RESCINDING THE SCHEDULE OF RATES FOR ELECTRIC SERVICES FURNISHED BY FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, IN RESOLUTION NO. UA 2022-06, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA, ARTICLE XII; PROVIDING FOR A 7.07% INCREASE IN THE CUSTOMER AND USAGE CHARGES, BASED ON THE 2023 FLORIDA PUBLIC SERVICE COMMISSION ANNUAL PRICE INDEX; AND PROVIDING FOR ADMINISTRATIVE ACTION, ANNUAL INDEXING PROVISION, SCRIVENER'S ERRORS, REPEAL, SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the Charter of the City of Fort Pierce, Florida, Article XII, grants to the FPUA the power and duty to fix rates to be charged for gas, electricity, water and wastewater (sanitary sewer), and other utility services sold and services rendered by the FPUA;

WHEREAS, in order to ensure that FPUA utility rates are sufficient to pay all operating and maintenance expenses, capital outlay, bond interest and redemption costs, and all other costs of the electric system operation, the City Commission previously approved an annual adjustment of the rates and charges of the electric system based on the Florida Public Service Commission annual price index upon approval of the FPUA Board; and

WHEREAS, the Florida Public Service Commission annual price index is calculated using a comparison of the U.S. Department of Commerce's average Gross Domestic Product Implicit Price Deflator Index for the preceding two years.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Fort Pierce Utilities Authority:

SECTION I. RECITALS. The recitals stated above are true and correct and are hereby incorporated as if fully set forth herein.

SECTION II. ADOPTION OF THE MODIFIED ELECTRIC TARIFF SHEETS. The Board hereby adopts the modifications to the electric tariff sheets attached hereto as Exhibit A in substantially the same form as attached ("Electric Tariff Sheets"). The modified Electric Tariff Sheets reflect the modifications to the rates and charges of the electric distribution system. The effective date of the modifications shall be October 1, 2023. Beginning on October 1, 2023, the rates for electric service furnished from the FPUA electrical distribution system shall be in accordance with the Electric Tariff Sheets attached to this Resolution.

SECTION III. ADMINISTRATIVE ACTION. The Board directs the FPUA Director of Utilities or his designee(s) to take any necessary administrative action to implement the modifications to the Electric Tariff Sheets including submission to the Public Service Commission.

SECTION IV: ANNUAL INDEXING PROVISION. Pursuant to City Commission approval on May 16, 2022, in order to ensure that FPUA utility rates shall be sufficient to pay all operating and maintenance expenses, capital outlay, bond interest and redemption costs, and all other costs of each respective utility operation, the FPUA Board may adjust the monthly rates and charges of the electric system based on the Florida Public Service Commission annual price index without further action by the City Commission of the City of Fort Pierce. The price index is established by March 31 of each year and is calculated using a comparison of the U.S. Department of Commerce's average Gross Domestic Product Implicit Price Deflator Index for the preceding two years. Such new rates shall be submitted to the FPUA Board for approval and become effective following FPUA Board approval. If in any year the FPUA Board does not apply the price index to the current rates and charges of the electric system, such adjustment shall not carry forward to future years. The price index shall not be applied to the base power cost.

SECTION V. SCRIVENER'S ERRORS. If there are any typographical, administrative, or scrivener's errors contained herein that do not change the tone, tenor, or purpose of this Resolution, such errors may be corrected with no further action by the Board.

SECTION VI. REPEAL. All prior inconsistent resolutions adopted by the FPUA Board are hereby expressly repealed to the extent of the conflict.

SECTION VII. SEVERABILITY. If any section, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION VIII. EFFECTIVE DATE. This Resolution shall take effect on October 1, 2023.

PASSED AND DULY ADOPTED this 19th day of September, 2023.

ATTEST:

_____ _____

Secretary Chair

Approved as to form and correctness:

_____

Fort Pierce Utilities Authority Attorney

FORT PIERCE UTILITIES AUTHORITY

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Standard Forms/Blank Bill Form	20.0 – 20.1
Reserved for Future Use	21.0 – 21.1

INDEX OF ELECTRIC SERVICE RATE SCHEDULES

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RS	Residential Electric Service	8.0 - 8.1
GS	General Service - Non Demand Electric Service	9.0 - 9.2
GSD	General Service - Demand Electric Service	10.0 - 10.2
GSLD	General Service - Large Demand Electric Service	11.0 - 11.2
ED	Economic Development Electric Service	11.5 - 11.7
OS	Traffic Signal Electric Service	12.0 - 12.1
WC	Wireless Camera Electric Service	13.0 - 13.1
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RV	Master-Metered Recreational Vehicle Parks	15.0 - 15.1
SL	Public Street and Highway Lighting Electric Service	16.0 - 16.2
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NM	Net Metering Service	19.0 - 19.2

RS

RATE SCHEDULE RS
RESIDENTIAL ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for residential electric service on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service used exclusively for domestic purposes to individually metered single-family dwelling units; to individually metered dwelling units in duplexes, apartments, and condominiums; and to farms occupied as the residences of the customers. This rate is not applicable to residential dwellings used for business purposes or licensed boarding or rooming houses if served by a single meter. This rate is not available to separately metered barns, workshops, or other similarly detached structures, which are associated with a primary residential dwelling, if the structure is not used for business purposes.

CHARACTER OF SERVICE:

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages. At the option of the Fort Pierce Utilities Authority, three phase service will be provided when individual motors rated at 5.0 horsepower or larger are connected. All residential service required on the premises by the customer will be supplied through one meter. Standby, auxiliary, or resale service is not permitted hereunder.

MONTHLY RATE:

Customer Charge (Active and Inactive Meters):
Single Phase or Three Phase Service..... $~~6.60~~7.06

Energy Charge:
0 – 750 kWh ..... ~~11.102~~11.325¢
750 and above kWh ..... ~~12.246~~12.549¢

(Continued on Sheet No. 8.1)

(Continued from Sheet No. 8.0)

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

Minimum Charge:

The monthly minimum charge shall be the "Customer Charge."

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

GS

RATE SCHEDULE GS
GENERAL SERVICE NON-DEMAND ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for general service electric energy on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service required for lighting, power, and any other purpose with a maximum monthly demand of 20 kW or less and for which no other specific rate schedule is applicable.

CHARACTER OF SERVICE:

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages. At the option of the Fort Pierce Utilities Authority, three phase service will be provided when individual motors rated at 3 horsepower or larger are connected. All service required on the premises by the customer will be furnished through one meter. Standby, auxiliary, or resale service is not permitted hereunder.

MONTHLY RATE:

Customer Charge (Active and Inactive Meters):
Single Phase Service ..... $ ~~6.41~~6.86
Three Phase Service ..... ~~14.18~~15.18

Energy Charge:
All kWh @ ..... ~~12.292~~12.599¢

(Continued on Sheet No. 9.1)

(Continued from Sheet No. 9.0)

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

Minimum Charge:

The monthly minimum charge shall be the "Customer Charge."

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

RESERVED FOR FUTURE USE.

GSD

RATE SCHEDULE GSD
GENERAL SERVICE-DEMAND ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for general service demand electric energy on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service required for lighting, power, and any other purpose once a monthly demand reaches 21 kW or greater, and for which no other specific rate schedule is applicable. Once a monthly demand in excess of 21 kW or greater has been reached, the electric service shall remain on this rate for a minimum of twelve (12) months.

CHARACTER OF SERVICE:

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages. All service required on the premises of the customer shall be furnished through one meter. Standby, auxiliary, or resale service is not permitted under this rate schedule.

MONTHLY RATE:

Customer Charge (Active and Inactive Meters):..... $~~43.13~~46.18
Demand Charge:
All kW of billing demand per month @ ..... $~~7.43~~7.96
Energy Charge:
All kWh per month @ ..... ~~8.823~~8.885¢

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

(Continued on Sheet No. 10.1)

(Continued from Sheet No. 10.0)

Minimum Charge:

The monthly minimum charge shall be the "Customer Charge" plus the "Demand Charge."

Determination of Billing Demand:

The demand to be used for billing purposes shall be the maximum fifteen (15) minute integrated demand occurring during the billing period as indicated to the nearest whole kW by a meter installed to measure demand adjusted for power factor, if applicable, but in no event shall the billing demand for any monthly bill be less than 21 kW.

High Load Factor Conservation Credit:

To any demand customer served under the GSD tariff which had a billable demand level which exceeded 40 kW, and whose load factor averaged sixty-five percent (65%) or higher during six of the previous twelve monthly billing periods. The account must be a current paying customer for the previous twelve months.

For any billing period for which a demand customer's load factor shall be 60 percent or higher, a high load factor conservation credit will be applied to the customer's bill as shown below.

Load Factor	Monthly Conservation Credit
60 to 64 percent	$0.50 per kW demand charge
65 to 69 percent	$1.00 per kW demand charge
70 to 74 percent	$1.50 per kW demand charge
75 percent & higher	$2.00 per kW demand charge

The customer's load factor (LF) for any billing period shall be determined by the following formula:

LF = ME/ (MPD*DBP*24)

Where: ME is metered energy in kWh for the billing period.
MPD is metered peak demand in kW for the billing period.
DBP is the number of days in the billing period.

The load factor as determined by the above formula will be expressed as a whole percent amount with fractional amounts being disregarded.

Continued on Sheet No. 10.2)

(Continued from Sheet No. 10.1)

Power Factor Adjustment:

The Fort Pierce Utilities Authority may, at its option, install metering equipment to allow the determination of reactive components of power utilized by the customer. The customer's utilization of equipment shall not result in a power factor at the point of delivery of less than 92% lagging at the time of maximum demand. Should the power factor be less than 92% lagging during any month, the Fort Pierce Utilities Authority may adjust the readings taken to determine the demand by multiplying the kW obtained through such readings by 92% and by dividing the result by the power factor actually established at the time of maximum demand during the current month. Such adjusted readings shall be used in determining the billing demand.

The Fort Pierce Utilities Authority reserves the right, at its option, to utilize kVA meters, RkVA meters, and/or other appropriate meters in those metering installations where the customer's power factor is believed to be unsatisfactory on a continuous basis according to Fort Pierce Utilities Authority standards. If such meters are installed, the billing demand in kW may be computed from such instruments.

Primary Service Discount:

For service provided and metered at 13.2 kV and higher where the Fort Pierce Utilities Authority has such service available in the immediate area of the load and where the customer owns, operates and maintains the necessary transformation and distribution facilities located on the load side of the primary meter, the foregoing demand charges shall be subject to a discount of thirty-five cents ($0.35) per kW of billing demand.

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

GSLD

RATE SCHEDULE GSLD
GENERAL SERVICE LARGE DEMAND
ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for general service large demand high load factor electric energy on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service required for lighting, power, and any other purpose to any customer contracting for not less than 500 kilowatts (kW), with a monthly load factor of not less than seventy percent (70%).

CHARACTER OF SERVICE:

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages. All service required on the premises of the customer shall be furnished through one meter. Standby, auxiliary, or resale service is not permitted under this rate schedule.

MONTHLY RATE:

Customer Charge (Active and Inactive Meters):..... $~~43.13~~46.18

Demand Charge:
All kW of billing demand per month @ ..... $~~14.41~~15.43

Energy Charge:
All kWh per month @ ..... 7.953¢

(Continued on Sheet No. 11.1)

(Continued from Sheet No. 11.0)

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

Minimum Charge:

The monthly minimum charge shall be the "Customer Charge" plus the "Demand Charge," but in any event no less than $~~6,604.30~~7,761.18.

Determination of Billing Demand:

The demand to be used for billing purposes shall be the maximum fifteen (15) minute integrated demand occurring during the billing period as indicated to the nearest whole kW by a meter installed to measure demand adjusted for power factor, if applicable, but in no event shall billing demand for any month be less than 500 kW, or the contract demand (if applicable), whichever is greater.

High Load Factor Conservation Credit:

To any customer served under the GSLD tariff contracting for not less than 500 kW, with a load factor of not less than seventy percent (70%) during six of the pervious twelve monthly billing periods. The account must be a current paying customer for the previous twelve months, and no other credits can apply.

For any billing period for which a large demand customer's load factor shall be 70 percent or higher, a high load factor conservation credit will be applied to the customer's bill as shown below.

Load Factor	Monthly Conservation Credit
70 to 74 percent	$1.50 per kW demand charge
75 percent & higher	$2.00 per kW demand charge

The customer's load factor (LF) for any billing period shall be determined by the following formula:

LF = ME/ (MPD*DBP*24)

where: ME is metered energy in kWh for the billing period.
MPD is metered peak demand in kW for the billing period.
DBP is the number of days in the billing period.

The load factor as determined by the above formula will be expressed as a whole percent amount with fractional amounts being disregarded.

(Continued on Sheet No. 11.2)

(Continued from Sheet No. 11.1)

Power Factor Adjustment:

The Fort Pierce Utilities Authority may, at its option, install metering equipment to allow the determination of reactive components of power utilized by the customer. The customer's utilization of equipment shall not result in a power factor at the point of delivery of less than 92% lagging at the time of maximum demand. Should the power factor be less than 92% lagging during any month, the Fort Pierce Utilities Authority may adjust the readings taken to determine the demand by multiplying the kW obtained through such readings by 92% and by dividing the result by the power factor actually established at the time of maximum demand during the current month. Such adjusted readings shall be used in determining the billing demand.

The Fort Pierce Utilities Authority reserves the right, at its option, to utilize kVA meters, RkVA meters, and/or other appropriate meters in those metering installations where the customer's power factor is believed to be unsatisfactory on a continuous basis according to Fort Pierce Utilities Authority standards. If such meters are installed, the billing demand in kW may be computed from such instruments.

Primary Service Discount:

For service provided and metered at 13.2 kV and higher where the Fort Pierce Utilities Authority has such service available in the immediate area of the load and where the customer owns, operates and maintains the necessary transformation and distribution facilities located on the load side of the primary meter, the foregoing demand charges shall be subject to a discount of thirty-five cents ($0.35) per kW of billing demand.

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

TERMS OF SERVICE:

Customers choosing to receive electric service under this electric rate schedule shall contract to remain on this rate for a minimum of twelve (12) consecutive months commencing with the first complete billing period following the request for such service.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

ISSUED BY: Director of Finance EFFECTIVE: May 1, 2011

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RESERVED FOR FUTURE USE.

ED

RATE SCHEDULE ED
ECONOMIC DEVELOPMENT
ELECTRIC SERVICE RATE SCHEDULE

Fort Pierce Utilities Authority (FPUA) offers an economic development rate schedule for general service customers as an incentive for new and expanding customers. There are five tiers of declining discounts on the new or additional Energy Charge based on the following criteria:

Tier	Criteria	Duration of Discount
1	20 kilowatts (kW) or more of new electric demand where FPUA facilities are not currently installed	Two years • Year 1 10% • Year 2 5%
2	20 kilowatts (kW) or more of new or additional electric demand where FPUA facilities are already installed	Three years • Year 1 15% • Year 2 10% • Year 3 5%
3	50 kilowatts (kW) or more of new or additional electric demand	Four years • Year 1 20% • Year 2 15% • Year 3 10% • Year 4 5%
4	100 kilowatts (kW) or more of new or additional electric demand	Five years • Year 1 25% • Year 2 20% • Year 3 15% • Year 4 10% • Year 5 5%
5	300 kilowatts (kW) or more of new or additional electric demand	Negotiated contract rate for Energy Charge

AVAILABILITY:

This schedule is available to eligible General Service customers, throughout the entire territory served by and at the option of FPUA.

APPLICATION:

Service under this schedule shall apply to any new or existing general service customer who meets the minimum criteria as described above. Customers wishing to enjoy the benefits of this economic development rate will be required to sign a contract agreeing to these terms and conditions. Customers or prospective customers defined as Public Administration by the Office of Management and Budget (OMB), North American Industry Classification System (NAICS), are specifically excluded. Participation under this schedule is voluntary and is offered solely at the option of FPUA.

(Continued on Sheet No. 11.6)

(Continued from Sheet No. 11.5)

CHARACTER OF SERVICE:

Service under this rate schedule shall be single phase or three phase, 60 Hertz, alternating current at FPUA's available standard voltages. All service required on the premises of the customer shall be furnished through one meter. This service is available only at the delivery point of the qualifying retail customer served and metered by FPUA.

LIMITATION OF SERVICE:

Standby, auxiliary, or resale service is not permitted under this rate schedule.

MONTHLY RATE:

The monthly rate shall be established by FPUA in accordance with the applicable standard rate schedule, and based on the Tier of incentive in the contract.

(i) A Customer Charge, set at the applicable standard rate schedule then in effect.
(ii) A Demand Charge (kW), set at the applicable standard rate schedule then in effect.
(iii) An Energy Charge (kWh), based on the standard rate schedule, discounted as described above.

FPUA reserves the right to audit premises to verify eligibility throughout the contract period. At the end, or upon termination, of the contract, the customer will be charged 100% of the appropriate available and eligible general service rate schedule.

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in FPUA's Power Cost Adjustment Clause, which is a part of the Monthly Rate of this rate schedule.

Minimum Charge:

The monthly minimum charge shall be the Customer Charge plus applicable Demand Charge.

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with FPUA's Tax Adjustment Clause, which is made a part of this rate schedule.

(Continued on Sheet No. 11.7)

(Continued from Sheet No. 11.6)

TERMS OF PAYMENT:
The terms of payment shall be in accordance with the provisions set forth in FPUA's General Rules and Regulations for Governing the Provisions of Utility Service.

OS

RATE SCHEDULE OS
TRAFFIC SIGNAL ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for traffic signal electric service on the following bases of availability, application, character of service, monthly rate, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service used exclusively for traffic signals and other traffic control devices where the traffic signal system and the circuit necessary to connect to the Fort Pierce Utilities Authority's existing distribution facilities are installed, owned, and maintained by the customer.

CHARACTER OF SERVICE:

Service under this rate schedule shall be alternating current, 60 Hertz, single phase at the Fort Pierce Utilities Authority's standard voltages. Standby, auxiliary, or resale service is not permitted hereunder.

MONTHLY RATE:

Energy Charge:
All kWh @.....~~10.972~~11.186¢

The Fort Pierce Utilities Authority will estimate the monthly kWh usage utilizing the following: (i) the number of traffic signals or control devices in service, (ii) the type, (iii) the lamp wattages, (iv) other ancillary equipment, and (v) the days per billing period.

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

(Continued on Sheet No. 12.1)

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

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WC

RATE SCHEDULE WC
WIRELESS CAMERA RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for electric service to wireless cameras on the following bases of availability, application, character of service, limitation of service, monthly rate, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available to City, County, State, or Federal Government agencies throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service used exclusively for wireless cameras and control devices, where the camera system and the circuit necessary to connect to the Fort Pierce Utilities Authority's existing distribution facilities are installed, owned and maintained by the customer, and are located on utility poles or traffic light structures along publicly dedicated streets, highways, roads, alleys or other publicly dedicated rights-of-way.

CHARACTER OF SERVICE:

Service under this rate schedule shall be alternating current, 60 Hertz, single phase at the Fort Pierce Utilities Authority's standard voltages. The Fort Pierce Utilities Authority shall be permitted to enter the publicly dedicated rights-of-way at all reasonable times without being subject to trespass, for the purpose of inspecting, maintaining, and installing or removing any or all of its equipment or facilities.

LIMITATION OF SERVICE:

Services shall be at locations that, in the opinion of the Fort Pierce Utilities Authority, are easily and economically accessible to the Fort Pierce Utilities Authority's equipment and personnel for construction and maintenance. The Fort Pierce Utilities Authority, while exercising reasonable diligence at all times to furnish services hereunder, does not guarantee continuous energy and will not be liable for damages resulting from any interruption, deficiency, or failure of service and lines and equipment, or for system protection. It is the customer's responsibility to keep trees, shrubs, and other plants clear of the cameras and the wires serving the electric fixture.

Standby, auxiliary, or resale service is not permitted under this schedule.

(Continued on Sheet No. 13.1)

(Continued from Sheet No. 13.0)

MONTHLY RATE:

Customer Charge per service location:..... $~~1.65~~1.76

Energy Charge:
All kWh per month @.....~~12.292~~12.599¢

The Fort Pierce Utilities Authority will estimate the monthly kWh usage utilizing the following: (i) the number of wireless cameras or control devices in service, (ii) the type, (iii) other ancillary equipment, and (iv) the days per billing period.

POWER COST ADJUSTMENT:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is not a part of the "Monthly Rate" of this rate schedule. The monthly Power Cost Adjustment charge, if any, will be determined as follows:

Average Monthly kWh usage times the monthly Power Cost Adjustment Factor
(expressed in dollars per kWh).

TAX ADJUSTMENT:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's Tax Adjustment Clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

RESERVED FOR FUTURE USE.

RESERVED FOR FUTURE USE.

OL

RATE SCHEDULE OL
OUTDOOR SECURITY LIGHTING ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for outdoor security lighting electric service and maintenance only on the following bases of availability, application, character of service, limitation of service, monthly rate, power cost adjustment, tax adjustment, and other appliance charges.

AVAILABILITY:

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

For year-round automatically controlled security lighting of privately--owned roads or streets, and privately or publicly owned yards, driveways, walkways, parks, recreation areas, buildings, parking lots, and other similar type areas.

CHARACTER OF SERVICE:

Service under this rate schedule shall be alternating current, 60 Hertz, single phase at the Fort Pierce Utilities Authority's standard voltages and includes lamp renewals, automatically controlled energy from approximately dusk each day until approximately dawn the following day (dusk to midnight for some governmental installations), and maintenance of the facilities. The Fort Pierce Utilities Authority will replace all burned-out lamps and will maintain its facilities during regular working hours as soon as practicable following notification by the customer that such work is necessary. The Fort Pierce Utilities Authority shall be permitted to enter the customer's premises, without being subject to trespass, at all reasonable times for the purpose of inspecting, maintaining, and installing or removing any or all of its equipment or facilities. The customer may be requested to reimburse the Fort Pierce Utilities Authority for the cost of any maintenance work which is required because of vandalism.

LIMITATION OF SERVICE:

Lights to be served hereunder shall be at locations that, in the opinion of the Fort Pierce Utilities Authority, are easily and economically accessible to the Fort Pierce Utilities Authority's equipment and personnel for construction and maintenance. The location of lighting fixtures shall be by mutual agreement and shall not be so located as to create a public nuisance. Substantial and material complaints registered by neighboring customers affected by the light(s) may, at the discretion of the Authority, be grounds for removal or relocation of said light(s). The Fort Pierce Utilities Authority, while exercising reasonable diligence at all times to furnish services hereunder, does not guarantee continuous lighting and will not be liable for damages resulting from any interruption, deficiency, or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines and equipment or for system protection. It is the customer's responsibility to keep trees, shrubs and other plants clear of the lighting pattern of the lighting fixture and the wires serving the lighting fixture.

(Continued on Sheet No. 14.1)

(Continued from Sheet No. 14.0)

Standby, auxiliary, or resale service is not permitted under this rate schedule.

MONTHLY RATE:

(Continued on Sheet No. 14.2)

	Dusk to Dawn					Dusk to Midnight	
Average Initial Lumen and Lamp Size	**Light Fixture Type**	**Average Monthly kWh Usage**	**Energy Only**	**Fixture & Maintenance Only**	**Energy, Fixture & Maintenance**	**Average Monthly kWh usage**	**Energy, Fixture & Maintenance**
						Governmental Only	
Standard Yard Light							
8,800 Lumen Light Fixture (100 Watt)	HPS	47	$ 5.22	$ 6.23	$11.45	24	$ 8.89
Cobra Head Lighting							
16,000 Lumen Light Fixture (150 Watt)	HPS	69	$ 7.66	$ 7.30	$14.96	35	$11.19
26,000 Lumen Light Fixture (250 Watt)	HPS	109	$12.10	$ 7.47	$19.57	55	$13.58
47,500 Lumen Light Fixture (400 Watt)	HPS	168	$18.65	$ 8.05	$26.70	84	$17.38
28,500 Lumens Light Fixture (250 Watt)	MH	113	$12.55	$15.09	$27.64	57	$21.42
36,000 Lumens Light Fixture (400 Watt)	MH	168	$18.65	$ 9.47	$28.12	84	$18.80
Flood Lighting Service							
26,000 Lumen Light Fixture (250 Watt)	HPS	109	$12.10	$ 8.13	$20.23	55	$14.24
47,500 Lumen Light Fixture (400 Watt)	HPS	168	$18.65	$ 8.48	$27.13	84	$17.81
21,000 Lumen Light Fixture (250 Watt)	MH	105	$11.66	$15.35	$27.01	53	$21.23
36,000 Lumen Light Fixture (400 Watt)	MH	166	$18.43	$ 9.93	$28.36	83	$19.14
115,000 Lumen Light Fixture (1000 Watt)	MH	389	$43.19	$13.18	$56.37	195	$34.83
Concourse Lighting Service							
26,000 Lumen Light Fixture (250 Watt)	HPS	109	$12.10	$11.90	$24.00	55	$18.01
50,000 Lumen Light Fixture (400 Watt)	HPS	168	$18.65	$11.84	$30.49	84	$21.17
115,000 Lumen Light Fixture (1000 Watt)	MH	389	$43.19	$19.91	$63.10	195	$41.56
Turtle Friendly Lighting Service							
16,000 Lumen Light Fixture (150 Watt)	HPS	69	$7.66	$ 8.25	$15.91	35	$12.14
26,000 Lumen Light Fixture (250 Watt)	HPS	109	$12.10	$ 8.09	$20.19	55	$14.20

(Continued from Sheet No. 14.1)

POWER COST ADJUSTMENT:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule. The monthly Power Cost Adjustment charge, if any, will be determined as follows:

	Dusk to Dawn						Dusk to Midnight	
Average Initial Lumen and Lamp Size	**Light Fixture Type**	**Average Monthly kWh Usage**	**Energy Only**	**Fixture & Maintenance Only**	**Energy, Fixture & Maintenance**	**Maintenance Only**	**Average Monthly kWh usage**	**Energy, Fixture & Maintenance**
						Existing installations only		
Decorative Lighting Service								
6,400 Lumen Light Fixture (70 Watt)	HPS	36	$4.00	$12.53	$16.53	N/A	18	$14.53
14,000 Lumen Single Light Fixture (175 Watt)	MH	83	$9.21	$29.61	$38.82	$5.94	42	$34.27
28,000 Lumen Double Light Fixture (2-175 Watt)	MH	169	$18.76	$48.45	$67.21	N/A	85	$57.89
Metered Flood Lighting Service (City of FP only)								
50,000 Lumen Light Fixture (400 Watt)	HPS	N/A	N/A	$16.63	N/A	N/A	N/A	N/A
Security Lighting								
Equivalent 10 100 watt	LED	24	$2.66	$6.66	$9.32	N/A	12	$7.99
Area Lighting								
Equivalent to 150 watt	LED	35	$3.89	$8.30	$12.19	N/A	18	$10.30
Equivalent to 400 watt	LED	55	$6.11	$15.93	$22.04	N/A	28	$19.04
Equivalent to 1000 watt	LED	195	$21.65	$24.41	$46.06	N/A	98	$35.29
Flood Lighting								
Equivalent to 400 watt	LED	55	$6.11	$26.16	$22.37	N/A	28	$19.37
Equivalent to 1000 watt	LED	195	$21.65	$24.41	$46.06	N/A	98	$35.29
Decorative Lighting Service								
Equivalent to 70 watt	LED	18	$2.00	$11.32	$13.32	N/A	9	$12.32
Equivalent to 175 watt	LED	42	$4.66	$26.64	$31.30	$5.94	21	$28.97
Equivalent to 2-175 watt	LED	84	$9.33	$44.96	$54.29	N/A	42	$49.62
Metered Flood Lighting Service (City of FP only)								
Equivalent to 400 watt	LED	N/A	N/A	$16.26	N/A	N/A	N/A	N/A

Average Monthly kWh usage times the monthly Power Cost Adjustment Factor (expressed in dollars per kWh).

(Continued on Sheet No. 14.3)

(Continued from Sheet No. 14.2)

TAX ADJUSTMENT:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's Tax Adjustment Clause which is made a part of this rate schedule.

INSTALLATION CHARGE:

There will be no installation charge for standard fixtures placed on an existing standard utility pole with an existing secondary facility served by overhead lines or for installation of decorative lights with decorative poles adjacent to an underground secondary point of service. The customer will be required to pay all other costs as a Contribution in Aid of construction prior to installation (this includes the cost of installing poles for concourse lighting service and special controllers for dusk to midnight applications, etc.). The pole(s) and light fixture(s) will remain the property of the Fort Pierce Utilities Authority. Any relocation requested by a customer after installation shall be made at the customer's expense.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

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RV

RATE SCHEDULE RV
MASTER-METERED RECREATIONAL VEHICLE PARKS RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for master metered recreational vehicle park electric service on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service to master metered recreational vehicle parks where service is furnished through a single master meter. This schedule is not available to individually metered residences or businesses.

CHARACTER OF SERVICE:

Service under this schedule shall be three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages.

MONTHLY RATE:

A.	Monthly Customer Charge	$~~34.30~~36.72
B.	Energy Charge for All Energy Usage	~~11.330~~11.569¢ per kWh

Minimum Charge:

The monthly minimum charge shall be the "Customer Charge."

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

(Continued on Sheet No. 15.1)

(Continued from Sheet No. 15.0)

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's Tax Adjustment Clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

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SL

RATE SCHEDULE SL
PUBLIC STREET AND HIGHWAY LIGHTING
ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for public street and highway lighting electric service on the following bases of availability, application, character of service, limitation of service, monthly rate, power cost adjustment, tax adjustment, and other applicable charges.

AVAILABILITY:

This schedule is available to City, County, State, or Federal Government agencies throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

For year-round automatically controlled dusk-to-dawn lighting of publicly dedicated streets, highways, roads, alleys or other publicly dedicated rights-of-way used for the movement of vehicular traffic.

CHARACTER OF SERVICE:

Service under this rate schedule shall be alternating current, 60 Hertz, single phase at the Fort Pierce Utilities Authority's standard voltages and includes lamp renewals, automatically controlled energy from approximately dusk each day until approximately dawn of the following day, and maintenance of the facilities. The Fort Pierce Utilities Authority will replace all burned-out lamps and will maintain its facilities during regular working hours as soon as practicable following notification by the customer that such work is necessary. The Fort Pierce Utilities Authority shall be permitted to enter the publicly dedicated rights-of-way at all reasonable times without being subject to trespass, for the purpose of inspecting, maintaining, and installing or removing any or all of its equipment or facilities. The customer may be requested to reimburse the Fort Pierce Utilities Authority for the cost of any maintenance work which is required because of vandalism.

LIMITATION OF SERVICE:

Lights to be served hereunder shall be at locations that, in the opinion of the Fort Pierce Utilities Authority, are easily and economically accessible to the Fort Pierce Utilities Authority's equipment and personnel for construction and maintenance. The Fort Pierce Utilities Authority, while exercising reasonable diligence at all times to furnish services hereunder, does not guarantee continuous lighting and will not be liable for damages resulting from any interruption, deficiency, or failure of service and lines and equipment, or for system protection. It is the customer's responsibility to keep trees, shrubs, and other plants clear of the lighting pattern of the lighting fixture and the wires serving the lighting fixture.

Standby, auxiliary, or resale service is not permitted under this schedule.

(Continued on Sheet No. 16.1)

(Continued from Sheet No. 16.0)

If the Fort Pierce Utilities Authority is required to remove or replace existing high pressure sodium vapor lighting fixtures under this schedule thereby forcing premature retirement, the customer shall be required to reimburse the Fort Pierce Utilities Authority an amount equal to the original installed cost, less any salvage value, depreciated as determined by the Fort Pierce Utilities Authority.

MONTHLY RATES:

Average Initial Lumen and Lamp Sized	Light Fixture Type	Average Monthly kWh usage	Energy Only	Energy, Fixture & Maintenance	Maintenance Only
Standard Open Bottom Lighting					
8800 Lumens - 100 Watt Fixture	HPS	47	$ 5.22	$11.45	$1.76
Cobra Head					
16000 Lumens - 150 Watt Fixture	HPS	69	$ 7.66	$16.91	$1.76
26000 Lumens - 250 Watt Fixture	HPS	109	$12.10	$23.28	$1.76
50000 Lumens - 400 Watt Fixture	HPS	168	$18.65	$31.54	$1.76
28500 Lumens - 250 Watt Fixture	MH	113	$12.55	$23.58	$6.59
36000 Lumens - 400 Watt Fixture	MH	168	$18.65	$31.44	$2.90
City of Fort Pierce Decorative Lighting					
Energy Only Flood Lights at JC Park (13 Watt)	INC	5	$ 0.56	N/A	N/A
13000 Lumens - 150 Watt Single Fixture - LSI	MH	68	$ 7.55	N/A	$5.07
4600 Lumens - 35 Watt Single Fixture - LSI (Sunrise)	LPS	54	$ 6.00	N/A	$5.07
9200 Lumens - 35 Watt Double Fixture - LSI (Sunrise)	LPS	108	$11.99	N/A	$5.66
3900 Lumens - 50 Watt Bollard - Sternberg	MH	24	$- 2.66	N/A	$5.07
8000 Lumens - 100 Watt - LSI	HPS	47	$ 5.22	N/A	$5.07
8500 Lumens - 100 Watt Single Fixture - Sternberg	HPS	47	$ 5.22	N/A	$5.07
10500 Lumens – 150 Watt Single Fixture – King Luminaire	MH	59	$ 6.55	N/A	$4.30
13800 Lumens - 150 Watt Single Fixture - Lumec	HPS	71	$ 7.88	N/A	$5.07
27600 Lumens - 150 Watt Double Fixture - Lumec	HPS	142	$15.76	N/A	$5.66
15000 Lumens - 175 Watt Single Fixture – Sternberg/Lumec	MH	80	$ 8.88	N/A	$5.66
String lights (Per Bulb)		9	$1.00	N/A	N/A

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(Continued on Sheet No. 16.2)

(Continued from Sheet No. 16.1)

Average Initial Lumen and Lamp Sized	Light Fixture Type	Average Monthly kWh usage	Energy Only	Energy, Fixture & Maintenance	Maintenance Only
LED Lighting					
Decorative Rope Lights (Per Pole)	LED	11	$1.22	N/A	N/A
Low-Power Up-Light (less than 20 Watts)	LED	5	$- 0.56	N/A	N/A
Equivalent to 62 Watt Decorative	LED	23	$ 2.55	N/A	N/A
Equivalent to 175 Watt HID	LED	35	$ 3.89	N/A	N/A
Equivalent to 150 Watt HID	LED	28	$ 3.11	N/A	N/A
Equivalent to 250 Watt HID	LED	45	$ 5.00	N/A	N/A
Equivalent to 400 Watt HID	LED	92	$ 10.21	N/A	N/A
FPL Warning Siren					
FPL Warning Siren	Siren	24	$ 2.95	N/A	N/A

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Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule. The monthly Power Cost Adjustment charge, if any, will be determined as follows:

Average Monthly kWh usage times the monthly Power Cost Adjustment Factor
(expressed in dollars per kWh).

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's Tax Adjustment Clause which is made a part of this rate schedule.

INSTALLATION CHARGE:

There will be no installation charge for standard fixtures placed on an existing standard wood pole located within 100 feet of an existing secondary facility served by overhead lines. The pole and light fixture will remain the property of the Fort Pierce Utilities Authority. Any relocation requested by a customer after installation shall be made at the customer's expense.

(Continued on Sheet 16.3)

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ISSUED BY: Director of Financial Administration EFFECTIVE: October 1, 2022

FORT PIERCE UTILITIES AUTHORITY SECOND REVISED SHEET NO. 16.3
CITY OF FORT PIERCE, FLORIDA CANCELLING FIRST SHEET NO. 16.3

(Continued on Sheet No. 16.3)

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CHARGES FOR SPECIAL POLES:

If standard concrete poles are requested by the customer, the customer shall reimburse the Fort Pierce Utilities Authority for the installed cost differential between a standard wood pole and the requested standard concrete pole. Any non-standard pole (i.e., fiberglass, steel, aluminum, etc.) and/or non-standard fixture will be purchased, installed, and maintained by the customer. The FPUA will furnish "energy only" to such non-standard poles/fixtures. The Authority reserves the right to install, at its own expense, standard concrete poles if it determines such installation is in the best interest of the Authority and/or the general public.

~~(Continued on Sheet No. 16.3)~~

~~ISSUED BY: Director of Financial Administration EFFECTIVE: October 1, 2022~~

~~FORT PIERCE UTILITIES AUTHORITY SECOND REVISED SHEET NO. 16.3~~
~~CITY OF FORT PIERCE, FLORIDA CANCELLING FIRST SHEET NO. 16.3~~

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CHARGES FOR UNDERGROUND SERVICE:

If underground service is requested by the customer, the customer shall reimburse the Fort Pierce Utilities Authority for the total cost differential between the standard overhead configuration and the requested underground configuration.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

ISSUED BY: Director of Financial Administration EFFECTIVE: October 1, 2022

FORT PIERCE UTILITIES AUTHORITY THIRD REVISED SHEET NO. 17.0
CITY OF FORT PIERCE, FLORIDA CANCELLING SECOND REVISED SHEET NO. 17.0

TAC

RATE SCHEDULE TAC
TAX ADJUSTMENT CLAUSE

TAX ADJUSTMENT:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority which are assessed on the basis of meters or customers or the price of or revenues from electric energy or service sold or volume of energy generated or purchased for sale or sold.

A utility tax of 10% shall be added to all rate schedules for service inside the city limits. The amount will not exceed the limitation established by Subsection 166.231, Florida Statutes.

A surcharge for service provided outside the city limits of the City of Fort Pierce, Florida, shall be added to all rate schedules. The amount of the surcharge shall be equal to the utility tax imposed on service inside the city limits. The surcharge shall apply to the same base, at the same rate, in the same manner and to the same types of customers as the utility tax, all as set forth in Rule 25-9.525 of the Florida Administrative Code.

ISSUED BY: Director of Finance EFFECTIVE: May 1, 2011

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PCA

RATE SCHEDULE PCA
POWER COST ADJUSTMENT CLAUSE

APPLICATION:

This Power Cost Adjustment Clause is applicable to and becomes a part of all the Fort Pierce Utilities Authority's retail rate schedules and is applicable to all sales thereunder.

BILLING:

The monthly bill computed under the appropriate retail rate schedule will be increased or decreased by an amount equal to the result of multiplying the kWh sold by the power cost adjustment clause factor (PCA) in effect at the time and determined as follows:

$$PCA = (A) + (B)$$

where:

1. PCA = Estimated Power Cost Adjustment factor in dollars per kWh rounded to the nearest one-thousandth of a cent.

2. A = Total applicable purchased power costs, as determined in accordance with the formulaic approach set forth in Second Revised Sheet No. 18.1.

3. B = An amount to correct for the over-recovery or under-recovery of the actual applicable purchased power costs (True-Up Adjustment), determined as the difference between actual applicable purchased power costs and the purchased power costs actually billed during the same period; plus any previous over-recovery or under-recovery of actual applicable purchased power costs as defined above associated with prior period adjustments, if any.

(Continued on Sheet No. 18.1)

(Continued from Sheet No. 18.0)

POWER COST ADJUSTMENT CLAUSE FORMULA

Power Cost Adjustment for Period of _____

Step 1: Cost per kWh Purchased _____

$ Cost of Purchased Power divided by Item 2 = _____ ¢ per kWh
Total kWh Purchased

All costs associated with power purchased from Florida Municipal Power Agency purchases shall be included.

Step 2: True-Up Adjustment = (B) _____ ¢ per kWh

Step 3: Adjusted Cost per kWh Purchased
Reflecting True-Up Adjustment _____ ¢ per kWh

Step 4: Base Power Cost 7.9522 ¢ per kWh

Step 5: Adjustment Factor _____ ¢ per kWh

Adjusted Cost per kWh Purchased – Base Power Cost

Step 6:

Power Cost Adjustment Rounded to Nearest .001¢ _____ ¢ per kWh

If significant circumstances arise which warrant a change to the PCA, then the PCA may be modified as approved by the FPUA Board.

ISSUED BY: Director of Finance EFFECTIVE: February 1, 2012

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NET METERING SERVICE
RATE SCHEDULE – NM

AVAILABLE: Entire Service Area

APPLICABLE: This schedule is applicable to a customer who:

1. Takes retail service from the Fort Pierce Utilities Authority (FPUA) under an otherwise applicable rate schedule at their premises.
2. Owns a renewable generating facility with a generating capacity that does not exceed two megawatts (2 MW), that is located on the customer's premises and that is primarily intended to offset part or all of customer's own electric requirements. Customer's facility shall fall within one of the following ranges:
    - Tier 1 = Ten (10) kW or less;
    - Tier 2 = greater than 10kW and less than or equal to 100kW;
    - Tier 3 = greater than 100kW and less than or equal to 2MW.
3. Is interconnected and operates in parallel with FPUA's electric distribution system;
4. Provides FPUA with an executed Standard Interconnection Agreement for Customer-Owned Renewable Generation and an executed Tri-Party Net-Metering Power Purchase Agreement by and between Florida Municipal Power Agency (FMPA) and FPUA.

MONTHLY RATE:

All rates charged under this schedule will be in accordance with the customer's otherwise applicable rate schedule. A customer served under this schedule is responsible for all charges from its otherwise applicable rate schedule including monthly minimum charges, customer charges, meter charges, facilities charges, demand charges and surcharges. Charges for energy (kwh) supplied by FPUA will be based on the net metered usage in accordance with Billing (see below).

METERING:

Energy metering under this schedule shall be accomplished by separately registering the flow of electricity both (1) from FPUA, and (2) excess energy (kWh) generated by customer and delivered to FPUA's electric system. Such metering equipment shall be installed at the point of delivery at the expense of FPUA.

Any additional meter or meters installed as necessary to measure total renewable electricity generated by the customer for the purposes of receiving Renewable Energy Certificates (or similarly titled credits for renewable energy electricity generated) shall be installed at the expense of the customer, unless determined otherwise during negotiations for the sale of the customer's credits to FMPA or FPUA.

(Continued on Sheet No. 19.1)

(Continued from Sheet No. 19.0)

Meter readings shall be taken monthly on the same cycle as required under the otherwise applicable rate schedule.

BILLING: Customer shall be billed for its consumption and export of excess energy as follows:

a) Customer shall be billed for the total amount of electric power and energy delivered to customer by FPUA in accordance with the otherwise applicable rate schedule.
b) Electric energy from the Customer Renewable Generation System shall first be used to serve the customer's own load and offset the customer's demand for FPUA's electricity. Any kWh of electric energy produced by the customer-owned renewable generation system that is not consumed by the customer's own load and is delivered to FPUA's electric system shall be deemed as "excess customer-owned renewable generation." Excess customer-owned renewable generation shall be purchased in the form of a credit on the customer's monthly energy consumption bill.
c) Each billing cycle, customer shall be credited for the total amount of excess electricity generated by the customer-owned renewable generation that is delivered to FPUA's electric system during the previous billing cycle. The credit from FPUA shall be equal to the "ARP $/kWh Renewable Generation Credit Rate" as determined by FPUA's wholesale power provider, the Florida Municipal Power Agency ("FMPA"), on a quarterly basis. The "ARP $/kWh Renewable Generation Credit Rate" is the quarterly average of the ARP energy rate, updated each April 1, July 1, October 1, and January 1.
d) In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for customer's consumption in any corresponding month, then the excess credit shall be applied to the customer's subsequent bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset customer's energy consumption bill for a period of not more than twelve (12) months. In the last billing cycle of each calendar year, any unused excess energy credits shall be paid by FPUA to the customer at the average annual rate for excess energy credits.
e) In the event that a customer closes an account, any of the customer's unused excess energy credits shall be paid by FPUA.
f) Regardless of whether any excess energy is delivered to FPUA's electric system in a given billing cycle, customer shall be required to pay the greater of: (1) the minimum charge as stated in the otherwise applicable rate schedule; or (2) the applicable customer charge plus the applicable demand charge for the maximum measured demand during the billing period in accordance with provisions of the otherwise applicable rate schedule.
g) Customer acknowledges that its provision of electricity to FPUA hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to FPUA pursuant to this Schedule, from all participating FPUA customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on FPUA's electric system.

(Continued to Sheet No. 19.2)

(Continued from Sheet No. 19.1)

FEES: The customer shall be required to pay the following fees for the review and processing of the application as follows. Fees may be adjusted annually.

Tier 1 – No Fee
Tier 2 - $100.00
Tier 3 - $100.00

a) Tier 3 - Study Fee – Deposit of $500.00 - Customer to pay actual cost. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer.

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RESOLUTION NO. UA 2023-09

A RESOLUTION AMENDING, SUPERSEDING, AND RESCINDING THE SCHEDULE OF RATES AND CHARGES FOR NATURAL GAS SERVICES FURNISHED BY FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, IN RESOLUTION NO. 2022-07, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA, ARTICLE XII; PROVIDING FOR A 7.07% INCREASE IN THE CUSTOMER AND COMMODITY CHARGES BASED ON THE 2023 FLORIDA PUBLIC SERVICE COMMISSION ANNUAL PRICE INDEX; AND PROVIDING FOR ANNUAL INDEXING PROVISION, ADMINISTRATIVE ACTION, SCRIVENER'S ERRORS, REPEAL, SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the Charter of the City of Fort Pierce, Florida, Article XII, grants to the FPUA the power and duty to fix rates to be charged for gas, electricity, water, and wastewater (sanitary sewer), and other Utility Services sold and services rendered by the FPUA;

WHEREAS, in order to ensure that FPUA utility rates are sufficient to pay all operating and maintenance expenses, capital outlay, bond interest and redemption costs, and all other costs of the natural gas system operation, the City Commission previously approved an annual adjustment of the rates and charges of the natural gas system based on the Florida Public Service Commission annual price index upon approval of the FPUA Board;

WHEREAS, the Florida Public Service Commission annual price index is calculated using a comparison of the U.S. Department of Commerce's average Gross Domestic Product Implicit Price Deflator Index for the preceding two years.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Fort Pierce Utilities Authority:

SECTION I. RECITALS. The recitals stated above are true and correct and are hereby incorporates as if fully set forth herein.

SECTION II. NATURAL GAS SERVICE RATE SCHEDULE. The schedule of rates and charges to be imposed for the commodity and facilities furnished by the natural gas distribution system of FPUA shall be subject to revision from time to time as may be necessary. Unless the context otherwise requires, the terms defined in this Resolution shall have the meanings specified in the resolution entitled General Rules and Regulations Governing the Provision of Utility Service.

FPUA shall charge and collect for service based on availability, applicability, character of service, Customer Charge/Minimum Charge, Commodity Charge, Purchased Gas Adjustment, and Tax Adjustment. The schedule thereof, which shall be applicable to all natural gas service provided by FPUA, with the exception of certain authorized contracts, shall be implemented as follows:

A. RESIDENTIAL AND COMMERCIAL:

1. **Availability:** Service under the Residential and Commercial rate schedule shall apply only to individual dwelling units and their appurtenances where natural gas is used exclusively for cooking and/or water heating and/or other Residential purposes in addition to building heating. Each dwelling unit in multiple unit residential dwelling complexes shall be considered as a separate Customer and shall be separately metered and billed. This rate shall not be available for buildings equipped only with natural gas space heaters where no other use is made of natural gas, or for standby or auxiliary service. No natural gas purchased under this schedule shall be resold for any purpose.

2. **Character of Service:** Natural gas delivered at an average pressure of seven (7) inches water column and an average heating value of 1,020 BTU's per standard cubic foot.

3. **Monthly Rate:**

TABLE NO. NG-1	
Meter Size in cfh	**Customer Charge/Minimum Charge October 1, 2023**
175 - 250	$ 16.57
400 - 425	20.28
630	30.73
750	33.12
800 - 880	36.49
1,000	39.54
1,400	52.41
1,500	55.61
2,300	81.32
3,000	103.72
3,500	119.82
5,000	167.83
5,500	184.06
9,000 – 10,000	204.63
14,000	238.51
18,000	309.69

a. Customer (Readiness-to-Serve) Charge/Minimum Charge, as shown in Table No. NG-1**:**

i. Active Account: The flat monthly charge based on Meter size; no gas included.

ii. Inactive Account: An active account becomes inactive when a Customer elects to voluntarily disconnect Utility Services. Voluntary disconnection includes services disconnected for nonpayment, and Meter(s) removed due to tampering. This charge would not be billed if the Meter has been removed from a structure which has been demolished. This charge is also referred to as the Customer Charge for Active Accounts, and will be billed to the owner of the property for a period of two (2) years of inactivity, at which time the Meter will be removed in accordance with U.S. Department of Transportation regulations.

b. Commodity Charge, as shown in Table No. NG-2**:**

TABLE NO. NG-2	
ccf	**Commodity Charge per ccf October 1, 2023**
0 - 100	$ 1.71
101 - 500	1.11
501 – 2,000	1.02
Over 2,000	0.96

B. HEAT ONLY:

1. Availability: Service under the Heat Only rate schedule shall apply to all Customers using natural gas for heating purposes only in homes, buildings, or structures, inside and outside corporate limits, where service is supplied at one location through one Meter. No other rate schedule or schedules shall be applied in such cases. No natural gas purchases under this schedule(s) shall be resold for any purpose.

2. Character of Service: Same as Section II.A.(2) above.

3. Monthly Rate:

a. Customer (Readiness-to-Serve) Charge/Minimum Charge, as shown in Table No. NG-3**:** The flat monthly charge based on Meter size; no gas included.

TABLE NO. NG-3	
Meter Size in cfh	**Heat Only Customer Charge/Minimum Charge October 1, 2023**
175 - 250	$ 22.04
400 - 425	27.97
750	48.50
1,000	58.85
1,500	82.49
3,000	161.47
5,000	264.11

b. Commodity Charge, as shown in Table No. NG-4**:**

TABLE NO. NG-4	
ccf	**Heat Only Commodity Charge per ccf October 1, 2023**
0 - 100	$ 2.28
101 - 500	1.73
501 – 2,000	1.59
Over 2,000	1.47

C. CONTRACT GAS:

Availability: Service under the Contract Gas rate schedule shall apply to any Commercial or industrial Customer, inside and outside the City limits, who maintains adequate standby equipment and fuel supplies for operation with an alternate fuel and who uses a contract minimum of 500,000 ccf per year or more. No natural gas purchased under this rate schedule shall be resold for any purpose without the expressed written permission of FPUA, subject to separate rate negotiations. Specific Customer requirements, character of service, and Monthly Rates shall be set forth in a service agreement between FPUA and the Customer.

D. COMPRESSED NATURAL GAS (CNG) RIDER:

1. **Availability:** This rider is available to any natural gas Customer throughout FPUA's service area, including both existing and new Customers.

2. **Applicability:** Service under this rider is applicable, at the request of the Customer, where gas is used for gas delivered to any Customer through a separate meter for the purpose of compression and delivery into motor vehicle fuel tanks or other transportation containers.

3. **Character of Service:** Same as Section II.A.(2) above.

4. **Monthly Rate:**

   a. Commodity Charge per ccf $0.86 (October 1, 2023)

   b. The minimum charge under this rider shall be shall be the Customer Charge/Minimum Charge referred to in Table No. NG-1. The Commodity Charge shall be the volume of gas consumed in ccf times the Commodity Charge per ccf. In the event that no gas is consumed in a billing period, the minimum bill under this rider shall be the Customer Charge/Minimum Charge.

E. GAS COOLING RIDER:

1. Availability: This rider is available to any natural gas Customer throughout FPUA's service area, including both existing and new Customers where gas is used for building cooling in addition to gas used for other domestic and/or commercial purposes.

2. Applicability: Service under this rider is applicable, at the request of the Customer, to incremental consumption associated with new gas end use applications with summer intensive profiles such as gas-fired air conditioning (and space conditioning provided by the same appliance) and gas-fired desiccant cooling. The qualifying incremental gas cooling service shall be separately metered to ensure that the rates provided under this rider apply only to eligible gas loads.

3. **Character of Service:** Same as Section II.A.(2) above.

4. **Monthly Rate:**

   a. Commodity Charge per ccf $0.86 (October 1, 2023)

   b. The minimum charge under this rider shall be the Customer charge/Minimum Charge referred to in Table No. NG-1. The Commodity Charge shall be the volume of gas consumed in ccf times the Commodity Charge per ccf. In the event that no gas is consumed in a billing period, the minimum bill under this rider shall be the Customer Charge/Minimum Charge.

F. SPECIAL CLASSIFICATION AUTHORIZED: Whenever it is determined by FPUA to be necessary to classify any Commercial institutions or industries by reason of the unusual purpose for which natural gas is used, or whenever the established schedule of rates and charges for any reason is not applicable, then special rates may be established by FPUA. Any person, firm, or corporation being dissatisfied with the established schedule of rates by reason of peculiar or unusual use or occupancy of any premises and consequently alleging peculiar or unusual uses of gas services, may file application with FPUA for special classification. In making any such determination as to special classification, FPUA may have the advice of a consulting engineer of national reputation and shall obtain the written recommendation of such consulting engineer in connection with the establishment of such special classification.

SECTION III. PURCHASED GAS ADJUSTMENT. The Purchased Gas Adjustment is a component of the monthly charge for natural gas service and is applicable to all natural gas sales. The amount computed at the previously listed Commodity Charges shall be adjusted plus or minus by an amount equal to the result of multiplying the measured or used volume of gas in ccf's by the Purchased Gas Adjustment factor (PGA) in effect at the time and determined as follows:

$$PGA = [(A + B)/C - D] \times 1/(1 - T)$$

Where:

1. **PGA** = Estimated PGA in dollars per ccf. Due to gas price volatility, FPUA has the option to adjust the PGA monthly.
2. **A** = Total estimated purchased gas costs for the twelve-month period including, but not limited to, demand charges, commodity charges, administrative charges, charges for heating content, and other charges and adjustments necessary to compensate for temperature, losses, and pressure associated with natural gas purchases.
3. **B** = An amount to correct for the over- or under-recovery of the actual applicable purchased cost of gas, determined as the difference between the actual applicable purchased cost of gas and the purchased cost of gas actually billed during the same period; plus previous over- or under-recovery of actual applicable purchased gas costs as defined above associated with prior period adjustments, if any.
4. **C** = Estimated gas sales in ccf.
5. **D** = Base gas cost or the gas cost included in the base rate; $0.50
6. **T** = Appropriate tax rate for any applicable taxes.

SECTION IV. OTHER PROVISIONS.

A. ANNUAL INDEXING PROVISION. Pursuant to City Commission approval on May 16, 2022, in order to ensure that FPUA utility rates shall be sufficient to pay all operating and maintenance expenses, capital outlay, bond interest and redemption costs, and all other costs of each respective utility operation, the FPUA Board may adjust the monthly rates and charges of the gas system based on the Florida Public Service Commission annual price index without further action by the City Commission of the City of Fort Pierce. The price index is established by March 31 of each year and is calculated using a comparison of the U.S. Department of Commerce's average Gross Domestic Product Implicit Price Deflator Index for the preceding two years. Such new rates shall be submitted to the FPUA Board for approval and become effective following FPUA Board approval. If in any year the FPUA Board does not apply the price index to the current rates and charges of the gas system, such adjustment shall not carry forward to future years. The price index shall not be applied to the base gas cost.

B. TAX ADJUSTMENT. The amount computed at the above Monthly Rate, as adjusted by the application of the PGA, shall be subject to taxes, assessments, and surcharges imposed by any governmental authority, which are assessed on the basis of Meters or Customers or the price of or revenues from natural gas purchases or sales.

C. INTERRUPTION OF SERVICE. FPUA will make every reasonable attempt to provide continuous service but does not guarantee a continuous supply of gas and shall not be liable for damage occasioned by interruptions of service; or failure to commence delivery caused by an act of God, or the public enemy, or for any cause beyond its control, including, but not limited to, the failure or breakdown of FPUA's suppliers or its equipment or facilities; freezing of wells, lines, or pipes; depletion of gas supplies; floods; fire; strikes; action or order of any agency having jurisdiction in the premises; or for interruptions which are necessary for inspection, repair, or changes in the natural gas system of FPUA. The Customer shall notify FPUA immediately of any defects, trouble, or accident which may in any way affect the delivery of gas by FPUA.

SECTION V. ADMINISTRATIVE ACTION. The Board directs the FPUA Director of Utilities or his designee to take any necessary administrative action to implement the modifications set forth herein.

SECTION VI. SCRIVENER'S ERRORS. If there are any typographical, administrative, or scrivener's errors contained herein that do not change the tone, tenor, or purpose of this Resolution, such errors may be corrected with no further action by the Board.

SECTION VII. REPEAL. All prior inconsistent resolutions adopted by the FPUA Board are hereby expressly repealed to the extent of the conflict.

SECTION VIII. SEVERABILITY. If any section, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION IX. EFFECTIVE DATE. This Resolution shall take effect on October 1, 2023.

PASSED AND DULY ADOPTED this the 19th day of September, 2023.

ATTEST:

_____ _____

Secretary Chair

Approved as to form and correctness:

_____

Fort Pierce Utilities Authority Attorney

RESOLUTION NO. UA 2023-10

A RESOLUTION AMENDING, SUPERSEDING, AND RESCINDING THE SCHEDULE OF RATES AND CHARGES FOR WATER SERVICES FURNISHED BY FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, IN RESOLUTION NO. UA 2022-08, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA, ARTICLE XII; PROVIDING FOR A 7.07% INCREASE IN THE CUSTOMER AND VOLUME CHARGES, BASED ON THE 2023 FLORIDA PUBLIC SERVICE COMMISSION ANNUAL PRICE INDEX; AND PROVIDING FOR ANNUAL INDEXING PROVISION, ADMINISTRATIVE ACTION, SCRIVENOR'S ERRORS, REPEAL, SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the Charter of the City of Fort Pierce, Florida, Article XII, grants to the FPUA the power and duty to fix rates to be charged for gas, electricity, water, wastewater (sanitary sewer), and other Utility Services sold and services rendered by the FPUA;

WHEREAS, in order to ensure that FPUA utility rates are sufficient to pay all operating and maintenance expenses, capital outlay, bond interest and redemption costs, and all other costs of the water system operation, the City Commission previously approved an annual adjustment of the rates and charges of the water system based on the Florida Public Service Commission annual price index upon approval of the FPUA Board; and

WHEREAS, the Florida Public Service Commission annual price index is calculated using a comparison of the U.S. Department of Commerce's average Gross Domestic Product Implicit Price Deflator Index for the preceding two years.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Fort Pierce Utilities Authority:

SECTION I. RECITALS. The recitals stated above are true and correct and are hereby incorporated as if fully set forth herein.

SECTION II: WATER SERVICE RATE SCHEDULE - The schedule of rates and charges to be imposed for the commodity and facilities furnished by the water system of FPUA shall be subject to revision from time to time as may be necessary. Unless the context otherwise requires, the terms defined in this Resolution shall have the meanings specified in the Resolution entitled General Rules and Regulations Governing the Provision of Utility Service. The schedule thereof, which shall be applicable to all water service within the territory served by FPUA, with the exception of certain authorized contracts, shall be implemented as follows:

A. MONTHLY RATE: Monthly charges for water service are as follows:

TABLE NO. W-1 OCTOBER 1, 2023					
	Included in Minimum Charge				
Meter Size	(a.) Customer Charge	Volume in Gallons	(b.) Volume Charge	(c.) Minimum Charge	(d.) Unmetered Fire Protection
5/8 x 3/4 inch	$ 19.53	3,000	$ 15.03	$ 34.56	NA
1 inch	48.49	6,000	30.06	78.55	$ 4.20
1 1/2 inch	97.06	12,000	60.12	157.18	6.69
2 inch	155.20	18,000	90.18	245.38	9.46
3 inch	310.52	38,000	190.38	500.90	18.67
4 inch	484.93	52,000	260.52	745.45	27.86
6 inch	969.87	105,000	526.05	1,495.92	58.42
8 inch	1,551.82	180,000	901.80	2,453.62	94.62
10 inch	2,230.69	240,000	1,202.40	3,433.09	133.57

1. Customer (Readiness-to-Serve) Charge, as shown in Table No. W-1:

a. Active Account: The flat monthly charge based on the serving water Meter size.

b. Inactive Account: An active account becomes inactive when a Customer elects to voluntarily disconnect Utility Services. Voluntary disconnection includes services disconnected for nonpayment, and Meter(s) removed due to tampering. This charge would not be billed if the Meter has been removed from a structure which has been demolished. This charge is also referred to as the Customer Charge for Active Accounts, and will be billed to the owner of the property based on the serving water Meter size.

c. Fire Flow Meters: The Customer Charge for Fire Flow Meters will be the Customer Charge for the required equivalent domestic Meter size, excluding fire flow. When Fire Flow Meters are replaced, the Customer Charge will remain the same if the replacement Meter is equivalent in flow characteristics to the original Meter.

2. Volume Charge: For Residential and Commercial Customers, all additional water usage in excess of the gallon volume quantities listed in Table No. W-1 will be charged on the basis of monthly metered water usage at the rate of $5.01 per 1,000 gallons beginning on October 1, 2023. [See Conservation Charge (Section II.A.5.a.) for further explanation.]

3. Minimum Charge: As shown in Table No. W-1, the Minimum Charge is the Customer Charge plus the Volume Charge; the Volume Charge is based on a minimum number of gallons determined by the serving water Meter size.

4. Unmetered Fire Protection: As shown in Table No. W-1, Unmetered Fire Protection is the readiness-to-serve charge for private hydrants, sprinkler systems, hose cabinets, standpipes, or any other device used exclusively for fire protection.

5. Exceptions: The following volume charges differ from those listed in Table No. W-1.

TABLE NO. W-2 OCTOBER 1, 2023		
Gallons Per Month	**(a.) 5/8 x 3/4 Inch Conservation Charge**	**(b.) Irrigation Volume Charge**
Up to 10,000 *	$5.01	$5.01
10,001 - 15,000	6.27	6.27
Over 15,000	7.52	10.58

* This row is not an Exception, but is provided as a reference for clarity.

a. Conservation Charge for 5/8 x 3/4 Inch Meters: For the purpose of promoting water usage conservation, a Conservation Charge for all Residential and Commercial Customers served by 5/8 x 3/4 inch water Meters is shown in Table W-2. The Conservation Charge shall be 1.25 times the Volume Charge for water usage from 10,001 to 15,000 gallons per month, and 1.5 times the Volume Charge for water usage over 15,000 gallons per month.

b. Irrigation Volume Charge: As shown in Table No. W-2, all additional usage in excess of the gallons included in the Minimum Charge will be billed on the basis of monthly metered water usage at the rates listed.

B. BULK WATER RATES: Bulk water rates were established through an interlocal agreement with St. Lucie County, Florida for the provision of bulk water, wastewater and reclaimed water services and enacted through St. Lucie County Ordinance No. 04-023. Amendment 1 to that bulk service agreement allows for revisions to bulk water and wastewater rates at such time and in the same percentage as the FPUA revisions to residential customer rates. The usage charge for bulk water will be charged on the basis of monthly metered usage at the rate of $6.02 beginning on October 1, 2023.

C. FIRE HYDRANT METERS: When Water is delivered through a fire hydrant Meter on a temporary basis, the temporary Water billing rate will be at the 5/8 x 3/4 inch Meter rate unless, as determined by FPUA staff, demand and/or usage warrant a different rate.

D. ANNUAL INDEXING PROVISION: Pursuant to City Commission approval on May 16, 2022, in order to ensure that FPUA utility rates shall be sufficient to pay all operating and maintenance expenses, capital outlay, bond interest and redemption costs, and all other costs of each respective utility operation, the FPUA Board may adjust the monthly rates and charges of the water system based on the Florida Public Service Commission annual price index without further action by the City Commission of the City of Fort Pierce. The price index is established by March 31 of each year and is calculated using a comparison of the U.S. Department of Commerce's average Gross Domestic Product Implicit Price Deflator Index for the preceding two years. Such new rates shall be submitted to the FPUA Board for approval and become effective following FPUA Board approval. If in any year the FPUA Board does not apply the price index to the current rates and charges of the water system, such adjustment shall not carry forward to future years.

E. TAX ADJUSTMENT: The amount computed at the above Monthly Rate shall be subject to taxes and assessments imposed by any governmental authority which are assessed on the basis of Meters or Customers or the price of or revenues from water service sold or volume of water purchased for sale or sold. Accordingly, Unmetered Fire Protection service charges are not subject to Utility Tax or Surcharge.

A utility tax of 10% shall be added to all rate schedules for service inside the city limits of the City of Fort Pierce, Florida. The amount will not exceed the limitation established by section 166.231, Florida Statutes.

F. SURCHARGE: A surcharge of 25% shall be added to all rate schedules for service provided outside the city limits of the City of Fort Pierce, Florida. The amount will not exceed the limitation established by section 180.191, Florida Statutes.

SECTION III. ADMINISTRATIVE ACTION. The Board directs the FPUA Director of Utilities or his designee(s) to take any necessary administrative action to implement the modifications set forth herein.

SECTION IV. SCRIVENER'S ERRORS. If there are any typographical, administrative, or scrivener's errors contained herein that do not change the tone, tenor, or purpose of this Resolution, such errors may be corrected with no further action by the Board.

SECTION V. REPEAL. All prior inconsistent resolutions adopted by the FPUA Board are hereby expressly repealed to the extent of the conflict.

SECTION VI. SEVERABILITY. If any section, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION VII. EFFECTIVE DATE. This Resolution shall take effect on October 1, 2023.

PASSED AND DULY ADOPTED this the 19th day of September, 2023 A.D.

ATTEST:

_____ _____

Secretary Chair

Approved as to form and correctness:

_____

Fort Pierce Utilities Authority Attorney

RESOLUTION NO. UA 2023-11

A RESOLUTION AMENDING, SUPERSEDING, AND RESCINDING THE SCHEDULE OF RATES AND CHARGES FOR WASTEWATER SERVICES FURNISHED BY FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, IN RESOLUTION NO. UA 2022-09, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA, ARTICLE XII; PROVIDING FOR A 7.07% INCREASE IN THE CUSTOMER AND USAGE CHARGES, BASED ON THE 2023 FLORIDA PUBLIC SERVICE COMMISSION ANNUAL PRICE INDEX; AND PROVIDING FOR ANNUAL INDEXING PROVISION, ADMINISTRATIVE ACTION, SCRIVENOR'S ERRORS, REPEAL, SEVERABILITY AND AN EFFECTIVE DATE..

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

WHEREAS, the Charter of the City of Fort Pierce, Florida, Article XII, grants to the FPUA the power and duty to fix rates to be charged for gas, electricity, water, wastewater (sanitary sewer), and other Utility Services sold and services rendered by the FPUA;

WHEREAS, in order to ensure that FPUA utility rates are sufficient to pay all operating and maintenance expenses, capital outlay, bond interest and redemption costs, and all other costs of the wastewater system operation, the City Commission previously approved an annual adjustment of the rates and charges of the wastewater gas system based on the Florida Public Service Commission annual price index upon approval of the FPUA Board; and

WHEREAS, the Florida Public Service Commission annual price index is calculated using a comparison of the U.S. Department of Commerce's average Gross Domestic Product Implicit Price Deflator Index for the preceding two years.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Fort Pierce Utilities Authority :

SECTION I. RECITALS. The recitals stated above are true and correct and are hereby incorporated as if fully set forth herein.

SECTION II. WASTEWATER SERVICE RATE SCHEDULE. The schedule of rates and charges to be imposed for the services and facilities furnished by the wastewater system of FPUA shall be subject to revision from time to time as may be necessary. Unless the context otherwise requires, the terms defined in this Resolution shall have the meanings specified in the resolution entitled General Rules and Regulations Governing the Provision of Utility Service. The schedule thereof,

which shall be applicable to all wastewater service within the territory served by FPUA, shall be implemented as follows:

A. MONTHLY RATE: Monthly charges for wastewater service are as follows:

TABLE NO. WW-1	
Meter Size	**Customer Charge October 1, 2023**
5/8 x 3/4 inch	$ 21.03
1 inch	52.67
1 1/2 inch	105.29
2 inch	168.55
3 inch	337.09
4 inch	526.66
6 inch	1,053.28
8 inch	1,685.34
10 inch	2,422.66

1. Customer (Readiness-to-Serve) Charge, as shown in Table No. WW-1**:**

a. Active Account: The flat monthly charge based on the serving water Meter size.

b. Inactive Account: An active account becomes inactive when a Customer elects to voluntarily disconnect Utility Services. Voluntary disconnection includes services disconnected for nonpayment, and Meter(s) removed due to tampering. This charge would not be billed if the Meter has been removed from a structure which has been demolished. This charge is also referred to as the Customer Charge for Active Accounts, and will be billed to the owner of the property based on the serving water Meter size.

TABLE NO. WW-2
Usage Charge Per 1,000 Gallons October 1, 2023
$7.54

2. Usage Charge: Usage Charges are based on the quantity of wastewater discharged to FPUA's wastewater system. All wastewater service will be charged on the basis of monthly-metered water usage at the rate shown in Table No. WW-2.

a. Standard: Single family Residential wastewater usage (individual metered water usage) up to 10,000 gallons per month shall be billed the wastewater Usage Charge. Standard Commercial wastewater usage per month shall be billed the wastewater Usage Charge based on 100 percent of the monthly metered water usage.

b. Non-Standard: If a large percentage of water entering a Commercial establishment will not be discharged to FPUA's wastewater system, a separate water service and Meter may, with the approval of the Director of Utilities or his or her authorized representative, be installed to serve that portion of the establishment. In cases where 100% of the flow from the separate Meter will not be discharged to sewer, the Meter will be utilized as a deduct Meter. In cases where a portion of the flow from the separate Meter is discharged to sewer, a percentage of the flow from the separate Meter will be deducted from the master Meter flow. The specific methodology for establishing the percentage is described below.

The Customer must satisfy the following requirements for FPUA to determine approval or disapproval of a separate water service and Meter for the purpose of billing the Non-Standard Usage Charge.

i. Provide a signed and sealed letter from a registered professional engineer describing water use and wastewater generation volumes for the processes or flow streams to be considered for the Non-Standard Usage Charge, including any relevant process information or documentation to substantiate the estimated flows.

ii. Provide signed and sealed facility drawings, including piping arrangements, flow schematics, and desired water metering locations.

iii. If wastewater flows from the facility involve industrial processes (including cooling tower discharges), the Customer must submit an application to FPUA for an Industrial Pretreatment Permit.

Upon approval, the Customer shall develop the percentage of monthly-metered water usage that will be applied to the wastewater Usage Charge, using a method acceptable to FPUA. Customer Charges for both water and wastewater will be billed on the account set up for Non-Standard wastewater billing. The percentage adjustment does not apply to Customer Charges.

At the discretion of FPUA, all Commercial accounts with the Non-Standard Usage Charge are subject to periodic review and subsequent adjustment to determine that the percentage accurately reflects the wastewater generation volume to be used for billing. To comply with this clause, Customers shall provide updates of the information required in Section II(A)(2)(b) above.

3. Maximum Residential Charge: The maximum monthly wastewater charge for individually metered (water Meter) single-family Residential accounts in any month shall not exceed an amount computed as the Customer Charge plus the Usage Charge, up to and including 10,000 gallons of required monthly service. Any water Meter serving more than one single-family Residential unit shall be billed on total monthly metered water usage for wastewater service.

B. METERED WASTEWATER: Wastewater charges are based on the quantity of wastewater discharged to FPUA's wastewater system. In some cases the Customer may receive its water supply from a source other than FPUA. In these cases, FPUA may allow utilization of a sewer flow Meter or installation of a water Meter that meters the alternate source of water supply for wastewater billing purposes. Wastewater metering is not a preferred method, and will be reviewed on a case by case basis prior to allowing its implementation.

C. BULK WASTEWATER RATES: Bulk wastewater rates were established through an interlocal agreement with St. Lucie County, Florida for the provision of bulk water, wastewater and reclaimed water services and enacted through St. Lucie County Ordinance No. 04-023. Amendment 1 to that bulk service agreement allows for revisions to bulk water and wastewater rates at such time and in the same percentage as the FPUA revisions to residential customer rates. The charge for bulk wastewater will be billed on the basis of monthly metered water usage at the rate of $6.34 beginning on October 1, 2023 per 1,000 gallons.

D. OTHER FACILITIES (FLAT RATE SEWER): Any facility using the wastewater system not included in the above categories shall be charged an amount to be determined by the Director of Utilities or his or her authorized representative. This charge will be billed monthly.

E. PRIVATE SEPTAGE: FPUA's treatment facilities for treatment and disposal are not designed to directly accept private septage; therefore, FPUA shall accordingly refuse to accept private septage into its system unless it has been processed through a FPUA approved pretreatment facility.

F. ANNUAL INDEXING PROVISION: Pursuant to City Commission approval on May 16, 2022, in order to ensure that FPUA utility rates shall be sufficient to pay all operating and maintenance expenses, capital outlay, bond interest and redemption costs, and all other costs of each respective utility operation, the FPUA Board may adjust the monthly rates and charges of the wastewater system based on the Florida Public Service Commission annual price index without further action by the City Commission of the City of Fort Pierce. The price index is established by March 31 of each year and is calculated using a comparison of the U.S. Department of Commerce's average Gross Domestic Product Implicit Price Deflator Index for the preceding two years. Such new rates shall be submitted to the FPUA Board for approval and become effective following FPUA Board approval. If in any year the FPUA Board does not

apply the price index to the current rates and charges of the wastewater system, such adjustment shall not carry forward to future years.

G. TAX ADJUSTMENT: The amount computed at the above Monthly Rate shall be subject to taxes and assessments imposed by any governmental authority which are assessed on the basis of Meters or Customers or the price of or revenues from wastewater service sold.

H. SURCHARGE: A surcharge of 25% shall be added to all rate schedules for service provided outside the city limits of the City of Fort Pierce, Florida. The amount will not exceed the limitation established by section 180.191, Florida Statutes.

SECTION III. ADMINISTRATIVE ACTION. The Board directs the FPUA Director of Utilities or his designee(s) to take any necessary administrative action to implement the modifications set forth herein.

SECTION IV. SCRIVENER'S ERRORS. If there are any typographical, administrative, or scrivener's errors contained herein that do not change the tone, tenor, or purpose of this Resolution, such errors may be corrected with no further action by the Board.

SECTION V. REPEAL. All prior inconsistent resolutions adopted by the FPUA Board are hereby expressly repealed to the extent of the conflict.

SECTION VI. SEVERABILITY. If any section, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION VII. EFFECTIVE DATE. This Resolution shall take effect on October 1, 2023.

PASSED AND DULY ADOPTED this the 19th day of September, 2023 A.D.

ATTEST:

_____ _____

Secretary Chair

Approved as to form and correctness:

_____

Fort Pierce Utilities Authority Attorney