



Department of Public Utilities
Public Utilities Administration
Inter-Office Memorandum

DATE: February 20, 2025

FILE: PU-25-47

TO: George R. Keller, Jr. CPPT
City Manager

VIA: ^{DS}
^{AR} Adam Reichbach
Assistant City Manager

VIA: ^{DS}
^{GE} Gus Zambrano
Assistant City Manager

^{DS}
^H **THRU:** ^{DS}
^{OT} Otis Thomas
Director, Procurement and Contract Compliance

^{DS}
^{KDM} **FROM:** ^{DS}
^{VM} Vincent Morello, P.E.
Director, Public Utilities

SUBJECT: Recommendation to Approve the Execution of a Blanket Purchase Agreement with the U.S. Water Services Corporation for Professional Services at the Wastewater Treatment Plant in an amount up to \$87,500 annually between March 15, 2025, and September 30, 2029. The Procurement Method used is Piggyback.

ISSUE:

The Department of Public Utilities (Department) needs a professional consultant to act as an on-site Wastewater Project Manager (PM). This PM will specialize in the optimization of operations, process controls, and compliance at the Southern Regional Wastewater Treatment Plant (SRWWTP). The requested PM will also contribute vital support services to the SWWWTP and DPU staff while navigating the impending Florida Department of Environmental Services (FDEP) consent order.

A competitive process was performed by the Florida Governmental Utility Authority (FGUA) through Request for Proposal of Utility Operations, Maintenance, and Customer Service, on September 7, 2018, and awarded to U.S. Water Services Corporation (U.S. Water) under the FGUA South Region Compensation Agreement (FGUA Agreement) on October 1, 2019. The FGUA issued Florida Governmental Utility Authority-South Area to U.S. Water from October 1, 2024, to September 30, 2029. U.S. Water has agreed to allow the City of Hollywood to piggyback FGUA Contract under the same terms, conditions, and pricing.

AUTHORITY:

§ 38.41 COMPETITIVE SOLICITATIONS REQUIRED; EXCEPTIONS

(C)(5) Piggyback purchases:

The CPO may procure, without following formal solicitation procedures, all goods, supplies, materials, equipment, and services that are the subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof ("piggyback"), provided that the goods, supplies, materials, equipment, or services are the subject of a price schedule negotiated by the entities and is based strictly on competitive bids, quotations, or competitive proposals and not on any preference. Utilization of other governmental entities' contracts shall be permitted only during the term of the other governmental entity's contract.

Pursuant to Section 38.38 of the Procurement Code, the City Manager or designee will have authority to approve and execute contracts up to \$100,000.

A portion of the funding for this Agreement is available in the FY 2025 Operating Budget in account number 442.400601.53600.531170.000000.000.000 and will be budgeted in subsequent fiscal years' operating budget subject to approval and adoption by the City Commission.

RECOMMENDATION:

Authorize the Execution of a Blanket Purchase Agreement with U.S. Water for professional services at the SRWWTP in an annual amount up to \$87,500.00.

DocuSigned by:

George R. Keller Jr., CPPT

2/26/2025

BB25DD053647405...

APPROVED BY: George R. Keller, Jr. CPPT
City Manager

Date:

Attachments: Executed Piggyback Combined Checklist
US Water Piggyback Authorization Letter
FGUA Equipment and Labor Rates
FGUA South Region RFP
FGUA Board Agenda 2024
South Region Compensation Agreement
US Water Risk Approved COI



Piggyback/Cooperative Contract Request Form and Checklist

(Use for purchase(s) over \$5,000, when piggybacking off other contracts)

Department(s): Public Utilities	Division/Area: Operations
Requestor: Kassandra Myers	Title: Assistant Director
Phone: 954-921-3415	Email: kmyers@hollywoodfl.org

Requested Vendor: US Water Services	Vendor Number: 103623
Address: 4939 Cross Bayou Blvd. New Port Richey, FL 34562	
Contact Person: Craig Bliss	Business Development
Phone: 866-753-8292	Email: cbliss@uswatercorp.net

Total cost of the requested product/service: \$350,000.00	Total estimated annual (fiscal year) cost of requested product/service: \$350,000.00
Account Number(s): 442.400601.53600.531170.000000.000.000	

Piggyback/Cooperative Contract Summary

Piggyback/Cooperative Contract Number and Title:	Florida Governmental Utility Authority Contract
Awarding Agency:	Florida Governmental Utility Authority (FGUA)
Services/Supplies to be provided:	Utility Operations, Maintenance and Customer Service
Why are the Services/Supplies being obtained via a piggyback or cooperative contract (as opposed to issuing a solicitation or obtaining quotes):	The piggyback process reduces the time required to obtain services and minimizes staff involvement in advertising for solicitation.

Procurement Code, Section 38.41(C)(5) AND 38.47:

§ 38.41(C)(5) *Piggyback purchases. The CPO (Chief Procurement Officer) may procure, without following formal solicitation procedures, all goods, supplies, materials, equipment, and services that are the subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof ("piggyback"), provided that the goods, supplies, materials, equipment, or services are the subject of a price schedule negotiated by the entities listed above and is based strictly on competitive bids, quotations, or competitive proposals and not on any preference. Utilization of other governmental entities' contracts shall be permitted only during the term of the other governmental entity's contract.*

§ 38.47 *Cooperative Purchasing. The CPO shall have the authority to join with other governmental entities in cooperative purchasing plans when the best interest of the City is served.*

No.	Piggyback Justification Criteria	YES	NO	COMMENT
1	Is the piggyback contract's pricing/terms more favorable than pricing/terms we would obtain from issuing our own solicitation or obtaining our own quotes? Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing? Please explain.	YES		Prices for this contract have been provided by FGUA through a Request for Proposals for Utility Operations, Maintenance and Customer Service.
2	Will use of the piggyback contract save City staff administrative time, efforts and resources? Please explain.	YES		The piggyback process speeds up the acquisition of services and reduces the time staff spend on advertising and solicitation.
3	Will the requested services/supplies be purchased with funds other than grant funds or funds that prohibit the use of piggybacking? If you answered "NO", state the grant source and provide documentation proving piggybacking or cooperative purchasing is allowed by the grantor.	YES		Funding for this service will come from the Public Utilities Department's approved FY-25 budget, with no grant funds involved.

***If you answered "No" to any of the questions above in this section, please disregard piggybacking the desired services/supplies and terminate any further completion of this form unless otherwise granted administrative approval to piggyback by authorized City Management or Procurement staff.**

No.	ITEMS VERIFIED	YES	NO	COMMENT
4	Piggyback/Cooperative Contract and Awarding Agency documentation are attached? This includes: <ul style="list-style-type: none"> Solicitation Packet; Vendor's Original Bid/Proposal to the Solicitation Bid/Evaluation Tabulation; Award Notice; Executed Contract and any Amendments; Any additional relevant documents 	YES		
5	Piggyback Contract is Valid? Please state the contract expiration and renewal dates.	YES		October 1, 2024 to September 30, 2029.
6	Does the piggyback contract allow the utilization of the contract by other entities, including use in the state of FL if it's an out of state contract? Please explain.	YES		The contract allows utilization by other governmental entities in Florida.
7	Was the contract awarded through a solicitation or other acceptable competitive process that was	YES		FGUA Board Agenda Item SM 5 – Request for Proposals

	publicly advertised? If yes, please provide the solicitation number.			
8	<p>Goods/Services/Pricing requested by the Using Department(s) match those allowed under the piggyback contract and do not extend beyond the expiration date of the piggyback contract? Please explain.</p> <p>Note: All vendor quotes or cost proposals prepared for the City must match the piggyback pricing and must reference the piggyback contract/number.</p>	YES		The same pricing that is being offered to FGUA will be received by the City of Hollywood
9	Does the piggyback contract have acceptable terms and conditions? Please explain.	YES		The FGUA's terms and conditions prevail over City's Purchasing Order terms and conditions.
10	Piggyback Contract Certificate(s) of Insurance (COI) is acceptable to the City's Risk Management? Please attach COI/Risk approval, if applicable.	YES		Risk Approved
11	Piggyback Contract has Warranty Conditions? If yes, please list section or attach a copy of the warranty details.			N/A
12	Piggyback Contract has liquidated damages? If yes, provide the daily liquidated amount or alternative damages.			N/A

REQUESTING DEPARTMENT RECOMMENDATION

Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract(s) and recommend its/their approval to the Office of Procurement based on compliance with the City's procurement requirements and all applicable laws and regulations to the best of your knowledge.

Requestor's Signature: _____

Date: 2/5/2025

DocuSigned by:

Kassandra D. Myers

F250E0608EF5483...

Director's Signature: _____

Date: 2/5/2025

DocuSigned by:

Vincent Morallo

69850E2A8ED545E...

OFFICE OF PROCUREMENT APPROVAL

DS



Chief Procurement Officer's Signature: _____

Date: 2/5/2025

DocuSigned by:

Otis Thomas

63A2D5C0D203438...



Water and Wastewater Utility Operations, Maintenance, Engineering, Management, Construction

September 26, 2024

Kassandra D. Myers
Assistant Director – Public Utilities
1621 N. 14th Avenue
Hollywood, FL 33022-9045
Office: 954.967-4455
Cell Phone: 954.812.4426

RE: Piggyback of U.S. Water Services Corporation/Florida Governmental Utility Authority Contract

Dear Ms. Myers:

U.S. Water Services Corporation (U.S. Water) is happy to grant permission to the City of Hollywood the ability to piggyback the labor rates on the F-4 rate sheet of the Florida Governmental Utility Authority (FGUA) - South Area Effective October 1, 2024.

To provide support to the City with their ongoing efforts associated with the Consent Order, as well as process controls at your wastewater treatment plant. U.S. Water can provide to you a Project Manager. The rate for a project manager is \$159.25 per hour. I have attached a copy of F-4 for your records.

Please give me a call if you are interested in talking about any of these options. I can be reached at 866-753-8292.

Best Regards,

A handwritten signature in blue ink, appearing to be "C. Bliss", written over a light blue circular watermark or background.

Craig Bliss, Business Development
U.S. Water Services Corporation
4939 Cross Bayou Blvd.
New Port Richey, FL 35652
csaliba@uswatercorp.net

4939 Cross Bayou Boulevard * New Port Richey * Florida * 34652
Tel: 727-848-8292 Fax: 727-848-7701 Toll Free: 866-753-8292

U.S. Water Services Corporation Intro

December 13, 2022

FGUA - General Terms Agreement F-4

3.30%

2024

October 1, 2024

(FY2025)

Principal	Hr.	\$ 241.06
Director of Engineering Services (Registered Professional Engineer)	Hr.	\$ 211.90
Engineer III (Registered Professional Engineer)	Hr.	\$ 191.02
Sr. Project Manager	Hr.	\$ 176.74
Project Manager	Hr.	\$ 159.25
Field Inspector	Hr.	\$ 136.43
CAD Operator	Hr.	\$ 93.93
Instrumentation / Control Technician	Hr.	\$ 127.26
Maintenance Supervisor / Lead / Onsite Project Coordinator	Hr.	\$ 109.81
Maintenance Technician	Hr.	\$ 88.25
Welder/Fabricator	Hr.	\$ 113.69
Utility Electrician	Hr.	\$ 113.69
Certified Cross Connection Control Technician (Backflow Prevention Technician)	Hr.	\$ 102.87
Lab Tech/Collection Capture	Hr.	\$ 80.40
Water and Wastewater Plant Operator (LEAD)	Hr.	\$ 109.81
Water and Wastewater Plant Operator	Hr.	\$ 80.40
Administrative Support	Hr.	\$ 58.44
Automobile Travel Milage Reimbursement Associated with Consulting Services	per mile	\$ 0.60
Disposal Fee for disposal of Non Hazardous Materials and Debris	per visit	\$ 18.26

Labor Rates of 1.5 times the hourly rate will apply under the following circumstances:
**Monday - Friday from 4:00pm to 7:00am and Weekends at All Hours

Labor Rates of 2.0 times the regular hourly rate will apply on holidays recognized by US Water

Florida Governmental Utility Authority
Request for Proposals
Utility Operations, Maintenance and Customer Service
September 7, 2018

Introduction

The Florida Governmental Utility Authority (FGUA) is a special purpose unit of government that owns and operates nine individual Enterprise Systems consisting of 89 water and wastewater utility systems across a 13-county area throughout the State of Florida. The systems are currently divided into three regions:

Central Region- includes 62 systems in Alachua, Citrus, Marion, Orange, Putnam, Seminole, Volusia, and Lake Counties

South Region- includes 6 systems in Lee and Hardee Counties

West Region- includes 21 systems in Pasco, Polk and Hillsborough Counties

There are approximately 120,000 connections served by the FGUA. Most customers are provided both water and wastewater services, although there are a number of water and some wastewater only customers. In addition, there are about 3,000 irrigation system connections. The distribution of the customer base is illustrated on the System Map attached.

The FGUA also owns and operates water and wastewater facilities at MacDill Air Force Base in Tampa under a long-term contract with the U.S Government.

This document and resulting procurement only relate to the South Region systems as more fully described below.

Background

The current agreement for operations, maintenance and customer services dates back to 2005 with Severn Trent Environmental Services (STES) serving as the contractor. In 2008, a joint venture of US Water/Wade Trim (USWWT) was selected as the FGUA's contractor in Pasco County and shortly thereafter in North Fort Myers. Basic Operations and Maintenance (O&M) and Customer Service and Billing (CS&B) services are provided under the Amended and Restated General Terms and Conditions Agreement for Utility Operations, Maintenance, Billing and Customer Service dated December 19, 2013 (as amended on February 20, 2014). A separate Compensation Agreement has been executed for each of the individual systems or groups of systems as they have joined the FGUA or when agreements have expired. USWWT also performs certain small system improvement projects under \$100,000 for the FGUA under a "right of first proposal" arrangement.

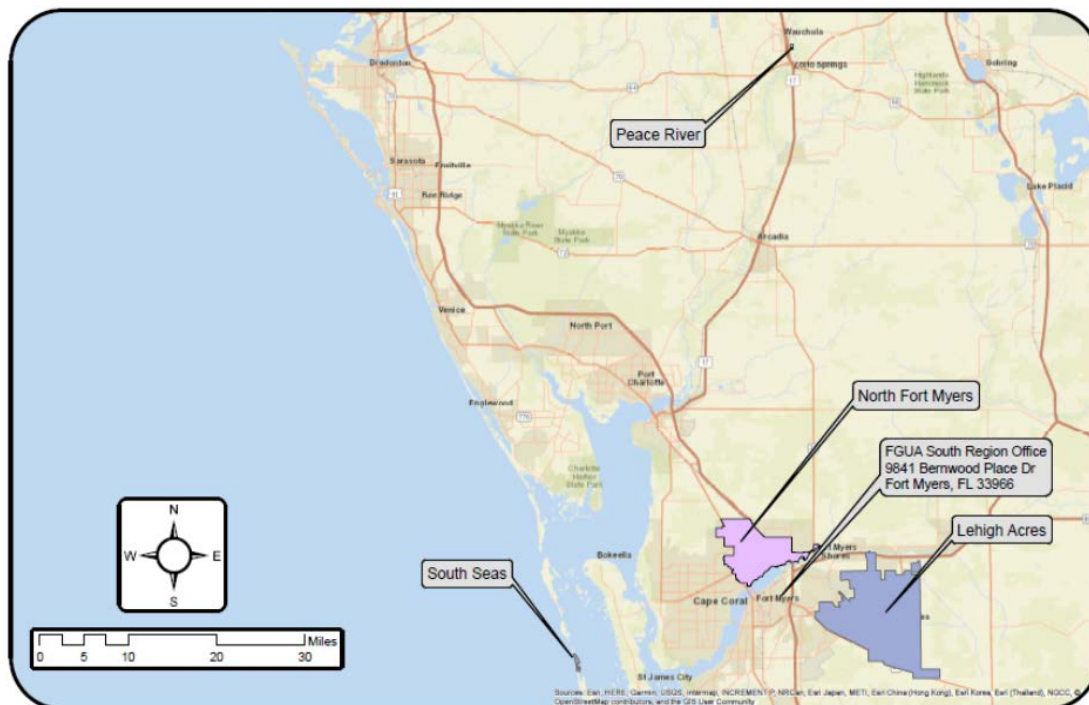
Since 2014, the various compensation agreements (except the MacDill agreement) have been modified and extended to a common termination date of September 30, 2019. The FGUA desires to exercise extensions

of and renegotiate the current agreements with USWWT for the Central and West Region systems and to conduct a competitive procurement for the O&M and Customer Service function for the South Region systems. It is anticipated that the services to be provided will be generally consistent with the current services provided by USWWT, although the FGUA is evaluating acquiring its own billing and customer service software prior to contract initiation. The successful contractor would be required to utilize the FGUA-owned software to carry out the customer service and billing aspects of the contract.

An unusual aspect of the FGUA agreement with its member governments allows for the transfer of ownership to the “host” city or county government at any time with a 180-day notification to the contractor. In such cases, the acquiring government has the option to retain the existing contractor or self-perform and discontinue contracted services. In addition, the FGUA has added systems to the Authority over time and may continue to do so in the future. When this occurs, the operations contractor has provided the advanced due diligence services on an at-risk basis in anticipation of a potential acquisition. This feature of the FGUA requires a high level of flexibility and commitment from the operations contractor as systems may be added or subtracted from the agreements over the life of the contract.

Description of South Region Systems

The FGUA South Region includes systems located in both Lee and Hardee Counties. One of the original FGUA utilities, Golden Gate Utilities, is located in Collier County, but was acquired by the County on March 1, 2018. The remaining systems include Lehigh Acres, North Fort Myers (including Lake Fairways and Pine Lakes) and two small Aqua Unified systems (Peace River Heights and South Seas) as shown on the map below. The map also shows the location of the South Region Customer Service office in Fort Myers.



The customer base for both the water and wastewater component of each system as of December 2017 are shown on the following table. These systems have experienced limited annual growth of one percent or less over the past few years.

Enterprise System/Sub-System	No. Water Customers	No. Wastewater Customers
Lehigh Acres	12,679	10,475
North Fort Myers	1,844	11,949
Unified Aqua- Peace River	101	97
Unified Aqua- South Seas	NA	73
Total South Region	14,624	22,594

In addition to the customer base shown on the table, the Lehigh Acres and North Fort Myers systems have 26 and 11 irrigation customers, respectively.

The facilities included in each of the systems are summarized below. Lengths of pipelines and number of manholes and fire hydrants are approximations based on the best available data.

Lehigh Acres

- Coolidge Ave. WTP No. 1 (3.1 MGD lime softening)
- Water supply wells for Coolidge WTP No. 1: (13 Wells and max ground water withdrawal allocation of 115.97 MG per month)
- Lee Blvd. Booster PS (500,000 GPD) including a 1 MGD interconnect with the City of Ft Myers
- Bolivia Drive Booster PS (2.0 MGD) – Note three (3) inactive supply wells at this location
- 4 ground storage tanks (1.0 MG, 0.5 MG WTP 1, 2.0 MG Bolivia Booster, 0.5 MG Lee Blvd. Booster)
- 1 Elevated Storage Tank (0.250 MG)
- 218 miles of water distribution pipeline
- 1,095 fire hydrants
- Construction Lane WWTP (3.0 MGD AADF in contact stabilization)
- 1 deep injection well; permitted at 18.6 MGD
- public access reuse and percolation ponds
- 65 lift stations
- 108 miles of gravity sewer mains
- 155 miles of force main (size 4-inch to 24-inch)
- 2,198 manholes

North Fort Myers – Lake Fairways/ Pine Lakes

- Lake Fairways WTP with 150,000-gallon ground storage tank and 10,000-gallon Hydro-pneumatic tank
- 2 public potable water supply wells
- Fort Myers interconnect (2 MGD)
- Lake Fairways/ Pine Lakes, 129,161 LF of combined water distribution pipeline (size varies from 2-inch to 8-inch)

- 88 fire hydrants
- Lake Fairways WWTP w/Effluent disposal to percolation ponds & Reuse (golf course irrigation)
- 9 lift stations, which are included in NFM Wastewater System quantity totals below, along with associated gravity sewer lines, manholes, and force mains with sizes ranging 4-inch to 8-inch)

North Fort Myers

- Del Prado Blvd. WWTP (4.25 MGD extended aeration treatment facility with high level disinfection to produce public access reclaimed water)
- 25 miles (approximate) of reclaimed water distribution pipeline
- One (1) Class I deep injection well permitted at 4.875 MGD
- 107 lift stations
- 62.5 miles of gravity sewer mains sized 6-inch to 12-inch range
- 65 miles of force main, 4-inch to 30-inch size range
- 1,682 manholes

Unified Aqua- Peace River

- WTP with Radium removal system blended with non-treated water (ratio 55:45)
- One (1) 5,000-gallon hydro-pneumatic tank
- Liquid chlorine disinfection system
- 6,800 LF of PVC water distribution pipelines (2-inch to 6-inch) and no fire hydrants
- One public potable water supply well with submersible well pump
- WWTP 40,000 GPD with Effluent disposal to Rapid Infiltration Basins
- One (1) lift station
- 5,600 LF of gravity sewer mains
- 1,800 LF of 4-inch force main
- 28 manholes

Unified Aqua- South Seas Wastewater System

- WWTP 264,000 GPD Concrete (Marolf), includes the following:
 - One (1) 149,660-gallon equalization tank
 - Influent bar screen
 - One (1) 42,810-gallon contact stabilization tank
 - One (1) 50,000-gallon clarifier
 - Two (2) digesters totaling 71,210 gallons
 - Two (2) disk filters
 - One (1) 9,500-gallon chlorine contact chamber
 - Liquid chlorine for disinfection.
 - Three (3) reject storage tanks totaling 222,270 gallons
 - One (1) 450,000-gallon reuse ground storage tank (tank is not owned by FGUA)
 - One (1) Class V Shallow Injection Well
- 18 lift stations
- 9,180 LF of gravity sewer mains
- 17,820 LF of force main
- 42 manholes

Services Required of Contractor

Objectives

There are a number of fundamental objectives of the contract in order to maintain the FGUA assets, protect public health and safety, and meet all regulatory requirements of the systems. These objectives include:

- To provide water treatment, water distribution, wastewater collection, wastewater treatment and wastewater effluent disposal and reclaimed water distribution services to the FGUA utility customers without unnecessary interruption.
- To prevent the by-pass or overflow of sanitary wastewater from the collection and transmission systems and treatment plants.
- To collect and treat sanitary wastewater in a manner that meets or exceeds the requirements of applicable law and is at least equivalent to the standard currently provided
- To treat and distribute potable water in a manner that meets or exceeds the requirements of applicable law and is at least equivalent to the standard currently provided.
- To operate all treatment plants at the optimum capability and efficiency to the extent reasonably practical.
- To preserve the capital investment in the utility systems to ensure long-term reliability and efficiency of the facilities by performing adequate preventive and corrective maintenance, upgrades and replacements consistent with industry standards.
- To provide billing functions and responsive customer service on all issues relating to the provision of utility service.

Operations and Maintenance Services

The O&M services provided by the contractor are outlined in Article 3 of the Draft General Terms Agreement for Utility Operations, Maintenance, Billing and Customer Service- South Region. A copy of this document is attached to this RFP as Attachment 1. The successful proposer shall be required to enter into a single General Terms Agreement, and separate Compensation Agreements for each system, and to perform in accordance with the contract terms and conditions. The Draft General Terms Agreement is included with the RFP package. The FGUA reserves the right to add or delete items or services from the agreement.

Customer Support Services

The customer service and billing services are outlined in Article 4 of the Draft General Terms Agreement referenced above. The FGUA serves its NFM and Lehigh Acres customers from a 3,360 square foot combined office location in Fort Myers, FL, provided to the Contractor at FGUA expense. This office handles calls, walk in customer traffic related to payments, new residential service requests, customer complaints and billing related functions. The FGUA also provides on-line bill pay, pay by phone and debit payment options. The contractor is responsible to meet these demands with the necessary staff, training and any outside resources required to maintain prescribed service levels.

Key performance indicators are in place to assess performance against industry standards and management staff is housed onsite to address escalated concerns and contract quality control. The contractor must

interact regularly with the designated Community Services Representative and team at large to resolve escalated concerns, investigate billing errors, provide requested reports, etc.

Billing Software

It is currently planned for the FGUA to select, acquire and maintain the Billing System software prior to the initiation of the South Region contract. The successful contractor will then be required to utilize the FGUA-owned software to carry out the customer service and billing aspects of the contract. As an alternative to that approach, the FGUA would like to evaluate the benefits of having the contractor provide and maintain the software. The price proposal discussed later in this RFP includes an alternate for the Contractor to provide the customer service and billing software system.

Purpose of Request

This Request for Proposals is the final step in the procurement process for contractor selection. Prior to the RFP step, the FGUA issued a Request for Expressions of Interest (RFEI) on November 6, 2017 and conducted meetings with each of the seven firms who submitted Expressions of Interest on January 10 and 11, 2018. A Request for Qualifications (RFQ) was issued on May 1, 2018, with five firms submitting Statements of Qualifications (SOQs). An RFQ Evaluation Committee appointed by the FGUA reviewed and scored the SOQs utilizing selection criteria and weighting factors as outlined in the RFQ. A short-list of three firms with the highest scores was recommended to the FGUA Board of Directors and the short list was approved at the July 19 Board meeting. The three short-listed firms have been notified of their selection and are hereby invited to participate in this RFP process on an equal basis (no carryover of SOQ scoring).

The purpose of the RFP is to solicit Proposals from the short-listed firms. No other firms will be allowed to submit proposals in response to this RFP and any such proposals received will not be considered. The RFP process as detailed below will result in the selection of one prime contractor to Operate, Maintain and provide Customer Service and Billing services to the FGUA customers in the South Region. The final selection will result in a five-year contract with an optional five-year extension at the discretion of the FGUA.

Electronic Data Room

The FGUA recognizes that respondents to this RFP will need access to significant operational, maintenance and customer service information in order to prepare a comprehensive proposal, including the pricing of the services required. To accommodate that need, a number of relevant documents have been uploaded into an Electronic Data Room (EDR) for your use during proposal preparation. The EDR has been created on a File Transfer Protocol (FTP) platform and may be accessed by a link at <https://gsg.sharefile.com/Authentication/Login>. The User name and password will be provided as part of the RFP distribution email.

The documents currently located in the EDR include:

1. Current General Terms Agreement with USWWT
2. Current/Amended Compensation Agreements
 - a. Lehigh Acres
 - b. North Fort Myers
 - c. South Seas and Peace River
3. FY18 FGUA Approved Budget & CIP
4. FY19 FGUA Preliminary Budget & CIP
5. CIP Support Information
6. FY17 Comprehensive Annual Financial Report (CAFR)
7. Vehicle Lease Agreements and Amendments
8. Standard Construction Agreement
9. Lehigh/NFM Office Lease
10. Agreements with Local Governments (Bulk, Disconnect, etc.)
11. Reclaimed Water Agreements
12. Siemens Contracts
13. FGUA-owned Equipment
14. Operating Permits
15. Monthly Operating Reports (last three years)
16. Wellfield pumping data (last three years)
17. Consulting Engineers Bond Reports
18. Meter reading and billing summary
19. 2017 Consumer Confidence Report (each system)
20. Notices of Violation (NOVs) over last three years
21. System Maps
22. Maintenance Management System records (each system)
23. Key Performance Indicators (KPIs) with existing contractor
24. Record of customer complaints (last two years)
25. Black & Veatch O&M Contract Pricing Review
26. FY17 South System R&R information
27. FGUA Procurement Policy

Any additional information needed may be requested in writing to the Procurement Liaison, and if the information is available, will be provided by addendum.

Procurement Schedule

The tentative schedule for the RFP and future contract negotiation and approvals is shown below and is subject to modification. The RFP step requires a detailed approach, staffing plan and price submittals from the short-listed entities from which a “best value” selection process will be used by FGUA to evaluate the proposals and select the contractor that best fit the needs of the FGUA. Additional details will be provided concerning the site visits in September shortly after the release of this RFP.

Release RFP	September 7, 2018
Site visits	September 17-19, 2018
Questions due from firms	September 28, 2018
FGUA responses to questions	October 5, 2019
Receive Proposals	October 19, 2018
Interviews	Week of October 29, 2018
Notification of intent to award	November 9, 2018
Contract negotiations	November/December
Board approval of contract	January 17, 2019
Begin as-needed transition period	April 1, 2019
Initiate contract services	October 1, 2019

Submittal Content and Format

Proposals should follow the following format and contain the information as outlined below.

1. A cover letter indicating the name and address of the company or organization, including parent company ownership and relevant subsidiary company information. The letter should also indicate the principal individual (including contact information) with whom the FGUA can communicate with throughout the RFP process. The cover letter should also summarize why your firm should be selected for this important engagement by the FGUA.
2. A section describing the key personnel and staffing plan for the FGUA project. Key personnel should include:
 - a. A designated Area Manager for the South Region;
 - b. Operations, Maintenance and Customer Service leads;
 - c. Corporate support both from a management and technical perspective.

The section should include a proposed organization chart, and summary of experience for each of the key personnel, as well as their time commitment (percentage basis) to serve the FGUA over the 5-year contract period. Please provide a complete staffing plan for your entire team and describe how you will recruit and hire (or transfer) the necessary personnel to accomplish the assignment. The staffing plan and time commitments indicated should be reflected in your pricing section below.
3. A section describing your detailed approach to delivering the services required under the contract. Any intended use of subcontractors or outside vendors should be outlined as part of the approach. This section should include specifics on each of the following services provided:
 - a. Basic utility operations and maintenance, including administration of the AMS;
 - b. Customer Service and Billing support;
 - c. Public outreach and community involvement;
 - d. Transition from current contractor;
 - e. Recommended approach to asset renewal and replacement (R&R);
 - f. Support for capital program development/delivery;
 - g. Due diligence for future system acquisition.

Your detailed approach should be consistent with the scope of services outlined in the Draft General Terms Agreement, and your pricing section should reflect the level of effort required by that scope.

4. A section describing any innovative approaches (including processes, technologies, systems, or capital projects) you believe would benefit the FGUA's South Region. Include ideas related to any area of service provision or suggest capital investments with reasonable return on investment potential resulting in future operational cost savings. Include examples of where you have done this in previous engagements and how this would be applicable to the South Region facilities. The cost/benefit of any innovative ideas or approaches should be outlined in this section, but not be included in your price proposal below.
5. A price proposal presenting your price to provide the required services for fiscal year 2020, starting on October 1, 2019. Pricing is divided into four major components:
 - a. Base Service Fee for Operations and Maintenance.
 - b. Base Service Fee for Customer Service and Billing.
 - c. Mark-up on direct cost of Renewal and Replacement, assuming a one-year R&R budget of approximately \$ 1.4 M (direct cost only) for the South Region.
 - d. Alternate to provide customer service and billing software as part of the contract.

For your convenience, and to ensure consistency among the submittals, Attachment 2 provides additional guidance and a template for the price proposal format. Please include any assumptions you made in the development of your pricing as part of your submittal.
6. Appendices as follows:
 - a. Appendix A - Resumes of Key Personnel. Maximum two-page resumes for each of the key personnel identified above.
 - b. Appendix B - Exceptions to Draft General Terms Agreement. Please detail any exceptions taken or modifications suggested to the draft agreement provided. Only noted exceptions and modifications will be subject to negotiation during the contract negotiation phase with the successful proposer.
 - c. Appendix C – Computations for Pricing. Please provide spreadsheets or other backup calculations used to derive the pricing shown in the price proposal. Also include the specifications and other relevant detail concerning the Customer Service and Billing Software included in your alternate.
 - d. Appendix D – Performance Bonds. Provide a letter from your Surety Company confirming that they will provide a Performance Bond in an amount equal to one year of the Base Service Fees.

Submittal Requirements

Please submit five (5) hard copies and one electronic copy (CD or thumb drive) of the proposal by 2:00 pm Eastern Daylight Time on October 19, 2018 to the FGUA at:

Government Services Group, Inc.
280 Wekiva Springs Road
Suite 2070
Longwood, FL 32779
Attn: Stephen M. Spratt

The proposal should be submitted in a bound document on 8½” by 11” paper, single-sided, with a minimum font size of 11 and 1” margins. Tables, photos and graphics may utilize smaller font sizes provided the text is easily readable. Items 1 through 5 above are considered the body of the proposal and may not exceed fifty (50) pages. Graphical information or tables may be presented on 11” by 17” pull-out pages (included as part of the 50-page limit). There is no page limit for the appendices.

Selection Criteria

The selection of a contractor for the South Region is based on a “best value” procurement process, in which price is one of a number of selection criteria. An RFP Evaluation Committee will be appointed by the FGUA to review and evaluate the proposals. The Committee will score the proposals according to the following criteria and relative weighting factors:

1. Strength of Key Personnel and Staffing Plan (25 points)
2. Detailed Service Approach (30 points)
3. Innovation (10 points)
4. Pricing (20 points)
5. Interview (15 points)

Interviews will be conducted with all three firms by the RFP Evaluation Committee as noted in the Procurement Schedule. The purpose of the interview is to seek clarifications from each firm on the specifics of your proposal, and to have the opportunity to ask questions of the key personnel in attendance. Detailed instructions on the dates, timing, format, attendance and expectations for the interview process will be provided at a later date.

At the conclusion of the interviews, the RFP Evaluation Committee will discuss the three proposals and interviews and score each firm at a public meeting. The Committee will provide scores, rankings and recommendations to the FGUA Board at their meeting on November 8. The FGUA Board reserves the right to make a final determination of selection with consideration of, but not necessarily consistent with, the recommendations of the Evaluation Committee.

Cone of Silence

The RFP announcement resumes the formal procurement process for the services outlined herein. From this point until Board approval of award, no FGUA Board Member, Government Services Group (GSG) staff member, or any other official of the FGUA (except as specified below), may be contacted concerning this solicitation by any employee, representative or lobbyist on behalf of any company or organization participating in this solicitation. This restriction is further described in the FGUA Procurement Policy,

which is located in the EDR. Violation of this so-called “cone of silence” will result in disqualification of the company from the procurement process.

Inquiries

Any questions related to this RFP should be provided in writing and sent by email to the Procurement Liaison, Janelle Kusiolek, at JKusiolek@govmserv.com prior to COB on September 28, 2018. All responses will be provided by addendum prior to COB on October 5, 2018. The FGUA is not responsible for oral interpretations provided by any FGUA representative or GSG employee.

Any addenda to this RFP will be issued through the FGUA web site at <https://www.fgua.com/>.

Additional Information

This is an inquiry only. By responding to this RFP with a written submission or otherwise participating in the process as outlined in this RFP, each submitting party expressly agrees that no contract of any kind is formed under, or arises from, this RFP and that no legal obligations as between any one or more proponents and the FGUA will arise.

The processes and procedures provided in the FGUA Procurement Policy, including procedures for the correction and withdrawal of proposals and procurement challenges, are applicable to this solicitation process. Each respondent is solely responsible for its own costs and expenses in preparing and submitting a response to this RFP and participating in the RFP process, including the provision of any additional information or attendance at meetings or interviews.

The FGUA reserves the right, before recommending any award, to conduct additional research into any organization or to take any other necessary action, such as background checks, to determine if the proposer is satisfactorily able to perform and reserves the right to reject any or all proposals and to cancel the solicitation at any time.

Proposers should be aware that all submissions provided are generally considered public records subject to public disclosure upon conclusion of the solicitation process, and shall **not** be afforded confidentiality, unless otherwise provided by law.

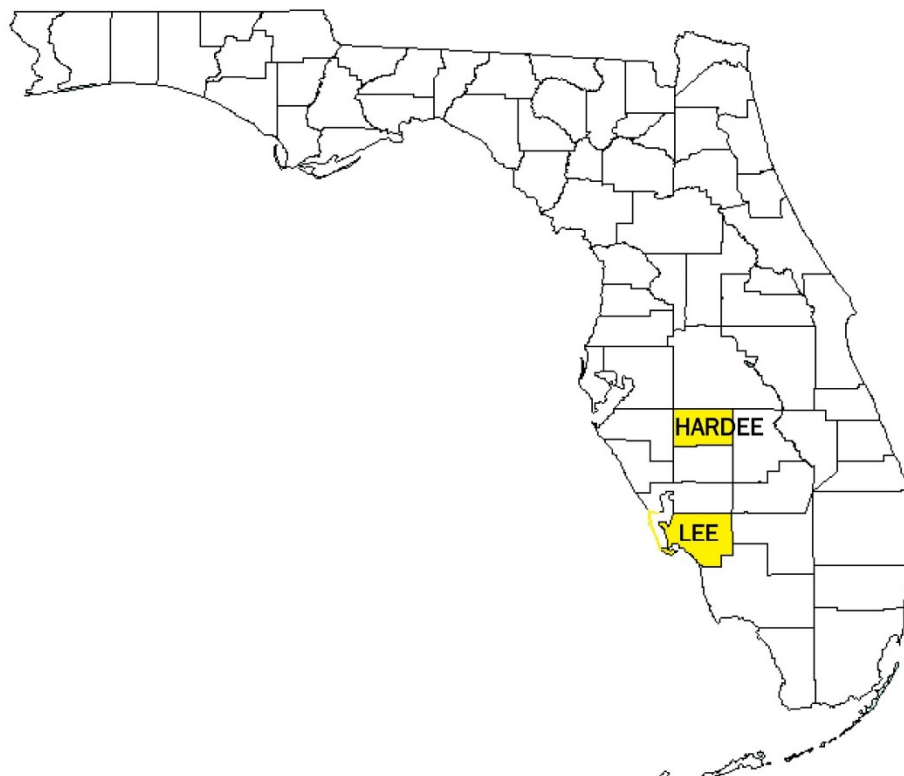
If information is submitted with a proposal that is deemed “confidential,” the proposer must stamp those pages of the submission that are considered confidential and exempt from the Florida public records law with the applicable statutory citation. The proposer must provide sufficient documentation demonstrating why such documents should be deemed confidential in accordance with Florida law.

The proposer agrees to comply, at its own expense, with all federal, state, and local laws and regulations, including federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements

applicable to the utility operations, billing, and customer services, including but not limited to those dealing with taxation, workers' compensation, equal employment and safety. The proposer acknowledges and agrees, in accordance with § 287.134, F.S., the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008 (ADAAA), that in performing the Agreement with the FGUA hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The Bidder shall make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.

CUSTOMER MAP – APRIL 2018 SOUTH REGION



SOUTH REGION					
	System Name	County	Approx. # of connections		
			W	WW	IRR*
ENTERPRISE SYSTEM - LEHIGH ACRES					
	Lehigh Acres	Lee	12,619	10,421	24
ENTERPRISE SYSTEM - NORTH FORT MYERS					
1	Lake Fairways	Lee	958	905	
2	North Fort Myers	Lee		10,159	
3	Pine Lakes	Lee	847	847	
ENTERPRISE SYSTEM - UNIFIED AQUA					
1	Peace River Heights	Hardee	102	97	
2	South Seas	Lee		73	

* COMBINED # IRRIGATION CONNECTIONS (POTABLE AND REUSE WATER)

Attachment 1
Draft General Terms Agreement for Operations, Maintenance,
Billing and Customer Service- South Region

(See PDF file included with RFP distribution email)

Attachment 2

Price Proposal Template and Additional Guidance

In order to achieve consistency in the price proposal responses from the three firms, a standard template has been developed as presented below.

FGUA Operations, Maintenance and Customer Service Procurement Price Proposal Template FY 2020			
Category	Operations and Maintenance	Customer Service and Billing	Total
Base Service Fee			
Salaries and Wages			
Direct Labor Overhead			
Utilities			
Chemicals			
Vehicles and Equipment			
Office Supplies			
Outside Services			
Sludge Disposal			
Travel			
Computer/IT			
Insurance and Bonds			
Other (specify)			
Subtotal- Cost of Service			
Corporate Overhead @ ____%			
Profit @ ____%			
Total Base Service Fee			
Renewals and Replacements			
R&R Direct Cost			\$ 1,420,000
Markup on R&R @ ____%			
Total R&R Budget			
Alternate 1- Billing System Software			
Purchase Price			
Annual Seat Licenses @ ____/seat			
Additional Maintenance Costs per year			

Guidance for Price Proposal Submission

There are three elements to the required price submittal:

- Base Service Fee for both O&M and CS&B.
- Provide a percentage markup on the direct cost of materials, supplies, and subcontractors for R&R, assuming a direct cost budget of \$1.42 million for the South Region.
- An alternate for providing and maintaining the customer billing system software.

Base Service Fee

The Base Service Fee includes all labor, utilities, chemicals, supplies and outside services needed to provide the services outlined in the draft General Terms Agreement. Each category is described in more detail below. Not all categories are applicable to both O&M and CS&B services. The numbers presented are for fiscal year 2020, beginning on October 1, 2019.

Salaries and Wages. All direct salary and wages paid to employees as detailed in your staffing plan, including anticipated overtime. This category includes all labor charged to the contract, including the labor force needed to execute the assumed \$1.42 million of R&R work in FY 2020.

Direct Labor Overhead. Overhead assigned to the above direct labor costs based on payment of federal and state requirements and benefits paid to employees. Such costs include, but are not limited to, FICA, FUTA, SUTA, Workers Compensation, Health Insurance, Life Insurance, 401K contributions, and continuing education.

Utilities. The cost of all utilities (except electric), including telephone, internet service, and SCADA. Electricity will be treated as a pass-through cost and paid by the GUA, and should not be included in your price proposal.

Chemicals. All chemicals needed for the operation and maintenance of the facilities, including treatment plant chemicals, corrosion inhibitors, disinfectants, odor control, lubricants, laboratory chemicals, and cleaning supplies.

Vehicles and Equipment. The purchase and/or lease costs for any vehicles and equipment owned and operated by the contractor. A detailed listing of all vehicles and equipment included in this category should be provided in Appendix C of your submittal. Include the cost of fuel and maintenance. Equipment available from the FGUA is provided in the EDR.

Office Supplies. Includes all office and laboratory supplies, including equipment leases and postage/shipping costs.

Outside Services. This category includes contracts for services and supplies not directly provided by the contractor or its' labor force. Examples include uniforms and safety equipment, sampling services, compliance testing and analysis, meter calibration, radio service, tools, materials and supplies, building and

grounds maintenance, special equipment maintenance, trash removal, meter reading and Sunshine One locates.

Sludge Disposal. The total cost of sludge removal and disposal from the wastewater treatment facilities.

Travel. Travel related costs to include mileage paid to employees, costs associated with professional conference attendance, FGUA Board meetings, customer outreach events and meetings, workshops or other related costs.

Computers/IT. Includes hardware, software, IT support, systems administration and maintenance fees associated with all computer and IT equipment and service functions, including field connectivity devices such as iPads.

Insurance and Bonds. Annual costs related to the purchase of insurance and performance bonds as specified in the Draft General Terms Agreement and consistent with FGUA policies.

Other. Define and include any other costs not provided in the categories outlined above.

Overhead and Profit. Specify a percentage applied to the Base Service Fee costs for both corporate overhead and profit, and apply those percentages as shown on the template.

Renewals and Replacements (R&R)

The Draft General Terms Agreement details the various types of R&R to be included in this contract, including Minor R&R (direct costs per event of \$1,500 or greater but less than \$7,500) and Major R&R (direct costs per event \$7,500 or greater but less than \$100,000). Basic R&R (direct costs less than \$1,500 per event) are included in the Base Service Fee.

A budget will be established at the beginning of each fiscal year for the Minor and Major R&R costs. Based on the current expenditures for R&R in the South Region, we are assuming the direct cost for FY 2020 at \$1.42 million. It is expected that all R&R will be performed with the employees included in the Base Service Fee, however a percentage markup on the direct cost of materials, supplies, and subcontractors should be specified and applied to the assumed cost. Subcontractors for R&R activities will be limited to those specialized activities outlined in the Draft General Terms Agreement.

Billing System Software

The FGUA is evaluating whether to purchase and maintain its own billing system software in the future or assign that responsibility to the contractor. The RFP requests that your proposal specify and price a Customer Service and Billing system software package that best fits the needs of the FGUA as an alternate bid item. Include all aspects of the cost, including purchase price or leasing arrangement, the cost of licenses and how many will be required, and any other software maintenance or training costs not included above. The FGUA requires that the customer service and billing software offered by the proposing contractor meets the existing minimum requirements as outlined in the Draft General Terms Agreement. Additionally,

software presented must be a) appropriate for use by a utility the size of the combined FGUA systems, and
b) must be either a Harris Enterprise Software Solution product or Opus 21 (the current vendor).

Florida Governmental Utility Authority

Board Agenda Item

Thursday, June 20, 2024

Item

OP 1

Approval of Amendment to the Compensation Agreement with U.S. Water Services Corporation for the South Region Extending the Term of the Agreement

Summary

Provided for your review and consideration is a recommended amendment to the Compensation Agreement with U.S. Water Services Corporation (USWSC) extending the term of the South Region Utility System Compensation Agreement for an additional five-year term. The South Region Compensation Agreement includes the Lehigh Acres, North Fort Myers and South Seas/Peace River Utility Systems.

The Board entered into a Compensation Agreement for the provision of operations, maintenance, billing, and customer support services for the South Region on July 18, 2019. The initial agreement term expires on September 30, 2024, and allows for extension of the contract for an additional five-year term at the conclusion of the initial term.

USWSC has met the obligations of the existing agreement in an efficient and satisfactory manner and FGUA achieves synergies of service by having USWSC service multiple FGUA service areas. Also, due to uncertainties with the current market, staff believes it is in the best interest of the FGUA to extend the term of the South Region Compensation Agreement for an additional five-year term. All other provisions of the Compensation Agreement remain unchanged.

At the conclusion of this additional term, FGUA will issue a Request for Proposals for utility operations, maintenance and customer service for the FGUA South Region contracts.

Recommendation

Staff recommends approval of amendment to the Compensation Agreement with U.S. Water Services Corporation for the provision of operations, maintenance, billing and customer service for the South Region for an additional five-year term with all other terms and conditions remaining the same.

Budget Impact

Sufficient funds are provided for in the recommended FY 2025-2029 budget for these services.

Board Action

Moved by:

Seconded by:

Action Taken:

**AMENDMENT TO
SOUTH REGION
COMPENSATION AGREEMENT**

THIS AMENDMENT TO SOUTH REGION COMPENSATION AGREEMENT dated July 18, 2019, as amended, ("Compensation Agreement"), is made and entered into as of this 20th day of June, 2024, by and between the Florida Governmental Utility Authority, a legal entity and public body created by interlocal agreement pursuant to section 163.01(7)(g), Florida Statutes (the "GUA"), and U.S. Water Services Corporation (the "Contractor").

WITNESSETH:

WHEREAS, on or about July 18, 2019, the GUA and the Contractor entered that certain South Region General Terms Agreement for Utility Operations, Maintenance, Billing, and Customer Service (the "General Terms Agreement"), which outlines the terms and conditions under which the Contractor will provide Utility Services for certain GUA South Region Systems; and

WHEREAS, on or about July 18, 2019, pursuant to the General Terms Agreement, the GUA and the Contractor entered into a Compensation Agreement for the South Region systems located in Lee and Hardee County, Florida known by the GUA as the Lehigh Acres, North Fort Myers, and South Seas/Peace River Utility Systems for which the contractor has provided Utility Services pursuant to the terms outlined in the General Terms Agreement; and

WHEREAS, Section 11, Paragraph (A) of the Compensation Agreement identifies the Initial Term of the contract as ending on September 30, 2024; and

WHEREAS, Section 11, Paragraph (B) of the Compensation Agreement allows

upon mutual agreement, the extension of the contract for an additional five-year term at the end of the Initial Term; and

WHEREAS, the GUA and the Contractor have agreed to extend the Compensation Agreement for an additional five-year term beginning on October 1, 2024 and ending on September 30, 2029,

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, the parties agree to amend the Compensation Agreement as outlined below.

SECTION 1. RECITALS. The above Recitals are true and correct and are hereby incorporated herein by reference.

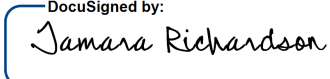
SECTION 2. COMPENSATION AGREEMENT TERM. Section 11(A) of the Compensation Agreement is hereby amended to read as follows:

(A) The Initial Term of the contract shall begin on October 1, 2019 and end on September 30, 2024. Beginning June 20, 2024, the contract shall be extended for an additional five-year term beginning on October 1, 2024 and ending on September 30, 2029.

SECTION 3. FULL FORCE AND EFFECT. All provisions of the Compensation Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the GUA and the Contractor have caused this amendment to the Compensation Agreement to be duly executed and entered on the date first above written.


FLORIDA GOVERNMENTAL UTILITY AUTHORITY

By: 
4B875548420C44C...

As its: FGUA Board Chair

Attest: 
3E47124F6F0A44D...

U.S. WATER SERVICES CORPORATION

By: 
D3A6A803599C46E...

As its: _____

Attest: 
2147BFDA986F494...

Florida Governmental Utility Authority

Board Agenda Item

Thursday, July 18, 2019

Item

SM 5 Approval of the South Region Compensation Agreement with U.S. Water Services Corporation

Summary

Staff has completed negotiations with U.S. Water Services Corporation (USWSC) for the South Region systems Compensation Agreement, which primarily outlines the various components of the negotiated compensation levels, mechanisms for periodic adjustment to the compensation, and establishes the staffing plan.

There are a number of changes from the current contract. The more significant changes are outlined below:

- R&R labor is included in the Basic O&M service fee; R&R labor is currently included in each R&R project work authorization.
- All R&R activity with a cost less than \$1,500 (excluding labor) is included in the Basic O&M service fee. The current \$7,500 deductible has been eliminated. The FGUA assumes the cost (excluding labor) of the R&R activity with a cost between \$1,500 and \$7,500.
- Chemicals are excluded from the Basic O&M services fee. The FGUA will purchase the chemicals as needed from USWSC through its supplier contracts. The FGUA has included chemicals in the Basic O&M service fee for most systems since its inception but has chosen to remove them from both Lehigh Acres and the Pasco Aloha system in recent years and purchase directly from the Contractor in the needed amounts.
- Lehigh Acres lime sludge disposal is included in Base O&M service fee; Lime sludge disposal is currently billed and paid as a separate cost item.
- Elimination of the bulk service O&M fee currently included in the North Fort Myers compensation agreement.
- Five (5) FGUA owned vehicles to be purchased by USWSC; a separate action item will be brought to the Board at a later date.

Comparing anticipated costs versus the current contract is a bit difficult because of the number of changes, with items added (i.e. R&R labor) and removed (i.e. chemicals). However, staff was able to develop an "apples to apples" comparison of projected costs under the new contract versus the existing contract. The combined cost savings for the South Region systems are estimated to be \$757,392 (-7.5% reduction) annually when compared to the current cost structure. Below is a summary of the proposed Compensation Agreement pricing compared to the current levels of compensation.

Staff recommends approval of the proposed Compensation Agreement with USWSC.

System	Current Contract Total Annual Cost	New Contract Total Annual Cost	+/- Compared to Current Pricing
Lehigh Acres	\$5,371,493	\$5,272,580	(\$98,912)
North Fort Myers	\$4,184,131	\$3,620,890	(\$563,241)
So. Seas/Peace River	\$488,471	\$393,232	(\$95,239)
Total	\$10,044,095	\$9,286,703	(\$757,392)

Note: For comparison purposes, each annual cost outlined above includes the major cost variables of R&R labor, chemicals, and billing system software.

Recommendation

Approval of the proposed Compensation Agreement with U.S. Water Services Corporation.

Board Action

Moved by:

SP

Seconded by:

MC

Action Taken:

Approved

SOUTH REGION UTILITY SYSTEMS COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT ("Agreement"), is made and entered into as of this ____ day of July 2019, by and between the Florida Governmental Utility Authority, a legal entity and public body created by interlocal agreement pursuant to section 163.01(7)(g), Florida Statutes (the "GUA"), and U.S. Water Services Corporation, a Florida Corporation (the "Contractor").

WITNESSETH:

WHEREAS, the GUA has conducted an extensive procurement process for the provision of Utility Services to the South Region Systems, and such process resulted in the selection of the Contractor as having submitted the highest ranked proposal; and

WHEREAS, on or about June 20, 2019, the GUA and the Contractor entered into that certain General Terms Agreement for Utility Operations, Maintenance, Billing, and Customer Service (the "General Terms Agreement"), which outlines the terms and conditions under which the Contractor will provide Utility Services for the South Region GUA Systems; and

WHEREAS, pursuant to the General Terms Agreement, the GUA and the Contractor must enter into a Compensation Agreement for each subsequently identified GUA System, or group of systems for which the Contractor is to provide Utility Services pursuant to the terms outlined in the General Terms Agreement; and

WHEREAS, since the GUA has previously engaged the Contractor (formerly doing business as U.S. Water-Wade Trim) to provide Utility Service in accordance with the General Terms Agreement for multiple GUA Utility Facilities, including the systems collectively referred to herein as the South Region Systems; and

WHEREAS, the Contractor represents that it currently has, and will have throughout the term of this Compensation Agreement, the experience, resources and professional skill to provide the Utility Services required to operate and maintain the South Region Utility Systems and to timely and accurately bill for service provided and to maintain effective relationships with utility customers; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, the parties to this Agreement do agree for themselves, their successors and assigns as follows:

SECTION 1. DEFINITIONS. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the General Terms Agreement, as amended herein; however, for any words and terms defined in the General Terms Agreement that have a different definition in this Compensation Agreement, the definitions herein shall control and Section 1 of the General Terms Agreement shall be amended as follows for purposes of the provision of Utility Services to the South Region Utility Systems.

“Agreement” shall mean this Compensation Agreement, including all appendices, and any amendments and supplements hereto that are executed and delivered in accordance with its terms.

“Annual ERC Adjustment” shall mean the adjustment to be made to the Basic Operation and Maintenance Service Fee on an annual basis, which is calculated by multiplying the Per ERC Fee by the change in the number of ERC’s compared to the previous year.

"Annual Connection Adjustment" shall mean the adjustment to be made to the Basic Billing and Customer Service Fee on an annual basis, which is calculated by multiplying the Per Connection Fee by the change in the number of connections compared to the previous year.

"Basic Operation and Maintenance Service Fee" shall mean the fixed annual compensation payable monthly to the Contractor by the GUA to compensate the Contractor for the provision of the Basic Operation and Maintenance Service as outlined in the General Terms Agreement and provided for in this Compensation Agreement. The Basic Operation and Maintenance Service Fee includes the labor costs associated with all operations and maintenance activities, as well as the labor costs associated with conducting Basic R&R, Minor R&R, and Major R&R activities, as defined herein.

"Basic R&R" shall mean any installation, renewal, repair, replacement, or rehabilitation of Utility Facilities where the Contractor's Direct Costs are less than \$1,500.00.

"Capital Improvement" shall mean a utility system improvement with an estimated cost to the GUA of greater than \$100,000.

"Commencement Date" shall mean October 1, 2019.

"County" shall mean the County in which the subject utility system is located, either Lee County, Florida or Hardee County, Florida.

"General Terms Agreement" shall mean that certain South Region General Terms Agreement for Utility Operations, Maintenance, Billing, and Customer Service entered into by and between the GUA and the Contractor concurrent with this Compensation Agreement and incorporated herein by reference, as it may be amended.

"Initial Term" shall mean the initial contract term beginning on the Commencement Date and ending on September 30, 2024, as provided in Section 11 of this Agreement.

"Major R&R" shall mean any installation, renewal, repair, replacement, or rehabilitation of Utility Facilities where the Contractor's Direct Costs are \$7,500.00 or greater, and less than \$100,000.00.

"Minor R&R" shall mean any installation, renewal, replacement, or rehabilitation of Utility Facilities where the Contractor's Direct Costs are \$1,500.00 or greater, and less than \$7,500.00.

"South Region Utility Systems" shall mean the utility systems located within Lee County and Hardee County referred to individually as the Lehigh Acres (Lee) system, the North Fort Myers (Lee) system, and the South Seas (Lee) and Peace River (Hardee) sub-systems of the Unified Aqua system.

"Per Connection Fee" shall mean, generally, the amount of the Basic Billing and Customer Service Fee allocated to an individual Connection as follows: The Basic Billing and Customer Service Fee for each fiscal year shall be converted into the Per Connection Fee by dividing the annual Basic Billing and Customer Service Fee by the actual number of Connections served within the South Region Utility Systems on June 30 of each year commencing in 2020.

"Per ERC Fee" shall mean, generally, the amount of the Basic Operation and Maintenance Service Fee allocated to an individual ERC as follows: The Basic Operation and Maintenance Service Fee for each fiscal year shall be converted into the Per ERC Fee by dividing the annual Basic Operation and Maintenance Service Fee by the actual

number of ERCs served within the South Region Utility Systems on June 30 of each year commencing in 2020.

"Price Index" shall mean the Consumer Price Index for All Urban Consumers: All Items Less Food and Energy, as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics.

"Price Index Change" shall mean the percentage change between the Price Index in effect as of each July 1 during the term of this Agreement as compared to the Price Index in effect as of July 1 of the prior year.

"Subcontracting Plan" shall mean the plan submitted by the Contractor, approved by the GUA, and incorporated into the Compensation Agreement, which details the specific services to be delivered by the Contractor to the GUA utilizing subcontracted services.

SECTION 2. CONSTRUCTION AND INTERPRETATION.

(A) Words that indicate a singular number shall include the plural in each case and vice versa, and words that indicate a person shall include legal entities, firms and corporations.

(B) The terms "herein," "hereunder," "hereby," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of execution of this Agreement; and the term "hereafter" shall mean on or after the initial date of execution of this Agreement.

(C) Words that reference only one gender shall include all genders.

(D) This Agreement shall be construed as resulting from ongoing negotiation between the parties and no part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 3. INCORPORATION. The Appendices hereto and each of the documents referred to therein are incorporated and made a part hereof in their entirety by reference.

SECTION 4. SECTION HEADINGS. Any headings preceding the texts of the several Articles, Sections, Appendices, or Exhibits in this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

SECTION 5. PROVISION OF UTILITY SERVICES.

(A) Beginning on the Commencement Date, the Contractor shall provide all reporting, plans, policies, procedures, qualified supervision, labor, tools, vehicles, equipment, materials, and personnel necessary to perform the Basic Operation and Maintenance Service and Basic Billing and Customer Service, as provided in the General Terms Agreement, which is hereby incorporated herein by reference, for the South Region Utility Systems. In accordance with the terms of the General Terms Agreement, the Contractor shall have use and control of the GUA Non-Fixed Assets and Inventory associated with the South Region Utility Systems, specified in Appendix A, for the sole purpose of providing the Utility Services for the South Region Utility Systems. The referenced GUA Non-Fixed Assets are identified in Appendix B.

(B) Several vehicles currently owned by the GUA will be purchased by the Contractor. These vehicles and the purchase price are identified in Appendix C. A separate action item will be brought to the GUA Board of Directors for approval.

(C) To fulfill its obligations under this Agreement, the Contractor shall provide staff at all Utility Facilities within the South Region Utility Systems in such number and for such duration as provided in the Staffing Plan, which is attached hereto as Appendix D and incorporated herein by reference, and to comply with Applicable Law and Permits. Any modification to the Staffing Plan can only be done through an amendment to this Compensation Agreement.

(D) In conjunction with the Staffing Plan required in section 5(C) above, the Contractor must identify the subcontracted services it intends to utilize in coordination with its Staffing Plan to meet its utility service obligations under this agreement. The Contractor’s Subcontracting Plan is attached as Appendix E. Any modification to the Subcontracting Plan can only be implemented through an amendment to this Compensation Agreement.

SECTION 6. BASIC OPERATION AND MAINTENANCE SERVICE FEE.

(A) The Contractor agrees to provide Basic Operation and Maintenance Services for the South Region Utility Systems for the period between the Commencement Date and September 30, 2024 for the following annual amounts per system or sub-system as follows:

System/Sub-system	Annual Basic O&M Service Fee
Lehigh Acres	\$3,799,058
North Fort Myers	\$2,595,288

South Seas & Peace River	\$334,304
Total	\$6,728,650

(B) Commencing on October 1, 2020 and on each subsequent October 1 during the term of this Agreement, the Basic Operation and Maintenance Service Fee shall be adjusted as follows:

(1) The Basic Operation and Maintenance Service Fee shall be adjusted by the Price Index Change determined on the preceding July 1, and such adjustment shall never be less than 0; and

(2) The Per ERC Fee shall then be calculated pursuant to the definition in Section 1, and then multiplied by the change in the actual number of ERCs being served in each individual South Region Utility System compared to the previous year. This calculation will result in the Annual ERC Adjustment, which is then added to or subtracted from the index-adjusted Basic Operation and Maintenance Service Fee calculated in (1) above.

(C) The combined annual adjustments outlined above may result in an increase or decrease to the Basic Operation and Maintenance Service Fee depending on the Price Index Change and the annual change in the number of ERCs being served in the individual South Region Utility System.

(D) Since the General Terms Agreement requires that R&R staffing requirements be included in the staffing plan and in the Basic Operation and Maintenance Service Fee, the parties agree to the following procedures to properly account for these R&R related expenditures, and to annually update the R&R staffing component of the fee.

(1) The Contractor agrees to provide a specific breakout of the R&R staffing component of the fee in each monthly invoice so that the R&R expense may receive the proper accounting treatment.

(2) If the GUA's preliminary budget for each fiscal year (available in June) projects either an increase or a decrease in R&R expenditures of greater than 10% from the previous year, then the Contractor will provide an updated staffing plan within 30 days with proper staffing levels to support the planned R&R program. If such planned expenditures remain in the proposed budget, the amended staffing plan and the corresponding negotiated adjustment to the Basic Operation and Maintenance Service Fee will be included in an amendment to this Compensation Agreement prior to the beginning of the fiscal year, or as shortly thereafter as practical. If the final R&R expenditures for the fiscal year vary from the budgeted amount by more than 10%, then the parties will negotiate a credit to the FGUA or additional compensation to the Contractor, as appropriate.

(3) Any material and/or equipment expenditures, regardless of whether purchase is made by FGUA or the Contractor, made in an effort to accomplish Minor or Major R&R projects shall have Contractors ten percent (10%) markup paid to Contractor.

(E) The Basic Operation and Maintenance Service Fee outlined above excludes all chemical supply costs. The Contractor shall invoice the GUA monthly for actual chemical deliveries and costs incurred under this contract. The Contractor shall be allowed a margin of fifteen and twenty-nine one hundredths percent (15.29%) on the actual cost of chemicals to cover corporate overhead and profit.

SECTION 7. PAYMENT OF BASIC OPERATION AND MAINTENANCE SERVICE FEE.

(A) The Basic Operation and Maintenance Service Fee shall be paid to the Contractor by the GUA in equal monthly installments not later than the thirtieth (30th) day of the month following the month during which said services were performed.

(B) The GUA shall pay Contractor the Basic Operation and Maintenance Service Fee in a manner consistent with the Florida Prompt Payment Act.

SECTION 8. BASIC BILLING AND CUSTOMER SERVICE FEE.

(A) The Contractor agrees to provide Basic Billing and Customer Services for the South Region Utility Systems for the period between the Commencement Date and September 30, 2024 for the following annual amounts per system:

System/Sub-system	Annual Basic CS&B Fee
Lehigh Acres	\$869,179
North Fort Myers	\$781,715
South Seas & Peace River	\$18,624
Total	\$1,669,518

(B) Commencing on October 1, 2020 and on each subsequent October 1 during the term of this Agreement, the Basic Billing and Customer Service Fee in effect for the prior Fiscal Year shall be adjusted annually as follows:

(1) The Basic Billing and Customer Service Fee shall be adjusted by the Price Index Change determined on the preceding July 1, and such adjustment shall never be less than 0; and

(2) The Per Connection Fee shall then be calculated pursuant to the definition in Section 1, and then multiplied by the change in the actual number of Connections being served in each individual South Region Utility System compared to the previous year. This calculation will result in the Annual Connection Adjustment, which is then added to or subtracted from the index-adjusted Basic Billing and Customer Service Fee calculated in (1) above.

(C) The combined annual adjustments outlined above may result in an increase or decrease to the Basic Billing and Customer Service Fee depending on the Price Index Change and the annual change in the number of Connections being served in the individual South Region Utility System.

(D) The Basic Billing and Customer Service Fee shall automatically increase in an amount equal to any additional cost to the Contractor caused by an increase in U.S. Postal Service rates over the rates that are effective as of the Commencement Date.

SECTION 9. PAYMENT OF BASIC BILLING AND CUSTOMER SERVICE FEE.

(A) The Basic Billing and Customer Service Fee shall be paid to the Contractor in equal monthly installments not later than the thirtieth (30th) day of the month following the month during which said services were performed.

(B) The GUA shall pay Contractor the Basic Billing and Customer Service Fee in a manner consistent with the Florida Prompt Payment Act.

SECTION 10. CHANGE IN SCOPE OF SERVICES.

(A) If a change of scope of services occurs, the GUA and the Contractor shall negotiate and provide by written amendment hereto a commensurate adjustment in the applicable Basic Operation and Maintenance Service Fee or Basic Billing and Customer Service Fee to be paid during the remainder of the term of this Agreement. The amendment to the agreement must be approved by all parties prior to any change in the scope of services.

(B) The parties acknowledge that the Contractor's compensation outlined in this agreement is based, in part, on the synergies gained from grouping the South region systems. If certain systems are acquired by the host governments, this will be considered a change in the scope of services due to the loss of synergies, and the parties will negotiate the compensation for the remaining systems.

SECTION 11. TERM OF AGREEMENT.

(A) The Initial Term of the contract shall begin on the October 1, 2019 and end on September 30, 2024.

(B) Upon mutual agreement, the contract may be extended for an additional five-year term at the end of the Initial Term. Upon the exercise of this option, the GUA and the Contractor will negotiate a mutually acceptable Basic Operation and Maintenance Service Fee and Basic Billing and Customer Service Fee for the next five-year period.

(C) Notwithstanding the foregoing, the Contractor acknowledges and agrees that before or during the Initial Term, individual systems within the South Region Utility Systems may be transferred from GUA ownership to ownership by county or city governments during the term hereof. In such event, the Contractor acknowledges and

agrees that such successor local government shall have the option at its sole discretion to terminate this Agreement as it relates to Utility Facilities so transferred at any time upon one hundred eighty (180) days' written notice to the Contractor. The GUA acknowledges that Contractor is permitted to negotiate with such successor local government toward a continuation of services by Contractor on behalf of such successor local government upon transfer of the Utility Facilities. The GUA further acknowledges that should any of the events as described in Section 11 occur, the GUA and the Contractor hereby mutually agree to reevaluate and negotiate, if necessary, the Basic Operation and Maintenance Service Fee and the Basic Billing and Customer Service Fee for the remaining term.

SECTION 12. COMPLIANCE WITH REVENUE PROCEDURES.

The Contractor and the GUA acknowledge and agree that this Agreement is intended to, and does comply in all material respects with the requirements of Section 141 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code") and particularly Revenue Procedure 97-13, as such Revenue Procedure may be modified or superseded, from time to time (collectively, the "Revenue Procedure") as currently interpreted. If any provision of this Agreement should cause the Agreement not to comply with the requirements of the Code or the Revenue Procedure as interpreted from time to time, this Agreement shall be amended to comply with the Code and the Revenue Procedure. The Contractor and the GUA acknowledge and agree that, notwithstanding anything in this Agreement to the contrary, this Agreement shall be amended by the parties to comply with any future legislative, regulatory or administrative changes to such provisions under the Code or the Revenue Procedure during the term of this Agreement.

SECTION 13. ACCESS AND AUDITS. The Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the Utility Services for at least two (2) years after the termination of this Agreement. The GUA, the Systems Manager or their contracted representatives shall have access to such books, records and documents as required for inspection or audit, during Normal Business Hours, and such books, records and documents shall be kept by Contractor at a place of business of the Contractor within the State of Florida. The Contractor shall be subject to an annual independent financial and performance audit on its performance and provision of the Utility Services under this Agreement. Any such audit shall be undertaken by an auditor or auditors selected and paid for by the GUA.

SECTION 14. INDEMNIFICATION.

(A) In consideration of Ten Dollars (\$10.00) and other valuable consideration provided between the parties, the receipt of which is hereby acknowledged by each party, each party shall protect, defend, indemnify and hold the other party and its officers, employees and agents harmless from and against any and all liabilities, claims, losses, and expenses, including attorney's fees and all reasonable costs of litigation and judgments arising out of any willful misconduct, negligent act, error, omission, or infringement of a third-party patent, license, or other intellectual property, by that party, its subcontractors, agents or employees, arising out of or incidental to the performance of this Agreement. The GUA's obligation to indemnify Contractor pursuant to this Section 19 is limited by the GUA's right to sovereign immunity, which right is expressly not waived by the GUA, and subject to the indemnification limitations provided in section 768.28, Florida Statutes. Any indemnification right of the Contractor is further limited to and

payable solely from money of the GUA which is not derived from any enterprise fund of the GUA other than the applicable individual South Region Utility System or otherwise in conflict with any financing documents relating to the bonds issued to finance the purchase or improvement of the South Region Utility Systems.

(B) Each party acknowledges that the general conditions of any construction or subcontractor contract with an entity not a party to this Agreement shall include language, satisfactory to the other party's attorney, in which the third party agrees to hold harmless and to defend the other party, its agents and employees from all suits and actions, including attorney's fees, and all reasonable costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed for the Utility Facilities.

SECTION 15. APPLICABLE LAW; JURISDICTION AND VENUE.

(A) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(B) The parties to this Agreement expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State, whether state, local or federal, and further agree that venue shall lie in Leon County, Florida.

SECTION 16. NOTICE.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

To the GUA:

Florida Governmental Utility Authority
c/o Government Services Group, Inc.
280 Wekiva Spring Road
Protegrity Plaza, Suite 2070
Longwood, Florida 32779-6026
Attention: Stephen M. Spratt

with a copy to:

Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308
Attention: Heather J. Encinosa, Esq.

with a copy to:

Pennington, P.A.
215 South Monroe Street, Second Floor
Tallahassee, Florida 32301-1839
Attention: John C. Pelham, Esq.

To Contractor:

U.S. Water Services Corporation
4939 Cross Bayou Boulevard
New Port Richey, Florida 34652
Attn: Gary Deremer

(B) Any written notice given to one person in subsection (A) of this Section shall also be provided to all other persons identified in subsection (A).

(C) The parties may, by notice in writing given to the others, designate any future or different addresses to which the subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or by facsimile transmission or five (5) days after the date mailed.

SECTION 17. ASSIGNMENT.

(A) The Contractor shall not have the right to assign any of its rights, duties or obligations under this Agreement without the consent of the GUA Board upon a demonstration by the proposed assignee of its ability to perform the obligations of the Contractor under this Agreement, which consent shall not be unreasonably withheld. A consented to assignee shall be required to assume the obligations of the assigning party by written assignment in a form reasonably satisfactory to the GUA's attorney.

(B) Any assignment of this Agreement consented to by the GUA shall be an assignment of the Agreement in its entirety and the Basic Operation and Maintenance Service and the Basic Billing and Customer Service cannot be severed or assigned separately unless specifically consented to by the GUA; provided, however, this prohibition shall not apply to an affiliate of the Contractor if such separate assignment shall not, in the judgment of the GUA, interfere with the performance of the duties and the provision of the Utility Services provided in this Agreement.

(C) The assignment of this Agreement by Contractor shall not relieve the Guarantor of its obligations hereunder unless the proposed assignee provides a substitute guarantor acceptable to the GUA or the GUA determines that a substitute guarantor is not required, in either event such determination shall be at the sole discretion of the GUA.

(D) A transfer of a majority of the outstanding stock of the Contractor to another corporate entity or business enterprise shall be deemed an assignment of the Agreement requiring the consent of the GUA under this Section 20 unless such transfer of outstanding stock of the Contractor is to an affiliated company of the Contractor in which event consent shall not be required under this Section 20.

(E) The GUA reserves the right to assign its rights and obligations under this Agreement to any validly constituted local government, agency or authority. The GUA shall provide the Contractor with prior notice of such assignment.

SECTION 18. AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Agreement shall be binding upon any party hereto unless executed in writing by such party. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. No waiver of a default or a breach of any provision of this Agreement shall operate nor be construed to operate as a waiver of any subsequent default or breach.

SECTION 19. SEVERABILITY. If any clause, subsection, Section or Article of this Agreement shall be ruled invalid by any court of competent jurisdiction, then the invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

SECTION 20. ENTIRE AGREEMENT. This Agreement, including the referenced Appendices hereto and the agreements incorporated by reference herein, is the entire agreement between the parties and supersedes all prior and contemporaneous

agreements, understandings, negotiations, and discussions of the parties, whether oral or written, pertaining to the subject matter hereof. Upon execution by all parties, the GUA shall provide the Contractor three complete, certified copies of this Agreement, together with all appendices hereto. This Agreement shall be construed as solely for the benefit of the GUA and the Contractor, their successors and assigns, and no claim or cause of action shall accrue to or be for the benefit of any third party by reason of the execution of this Agreement.

IN WITNESS WHEREOF, the GUA and the Contractor have caused this Agreement to be duly executed and entered on the date first above written.

FLORIDA GOVERNMENTAL UTILITY AUTHORITY

By: Leah Ann Thomas
Its: CHAIR

Attest:

Gerri Franklin

U.S. WATER SERVICES CORPORATION

By: [Signature]
Its: PRESIDENT

Attest:

[Signature]
CHRIS SACISA

APPENDIX A
SOUTH REGION UTILITY SYSTEMS

LEHIGH ACRES (LEE COUNTY)

NORTH FORT MYERS, LAKE FAIRWAYS and PINE LAKES (LEE COUNTY)

SOUTH SEAS (LEE COUNTY)

PEACE RIVER HEIGHTS (HARDEE COUNTY)

APPENDIX B
GUA NON-FIXED ASSETS AND INVENTORY

<u>YEAR</u>	<u>MAKE / MODEL</u>	<u>TRAILER VIN NO.</u>	<u>TRAILER MODEL</u>
1995	MQ Power 70KW Trailer Mounted Portable Generator	Not Found	Not Found
2010	Thompson 4 Inch Portable Pump	1T9PH1325BP634029	Not Listed
2011	Thompson 4 Inch Portable Pump	1T9PH1422AP634812	Not Listed
2009	Cummings 80kW Generator w/ Trailer	1J9TF142239F402154	7K/100Gal
	Baldor Portable Generator Model TS25	4TCSU10444H510383	ST-5

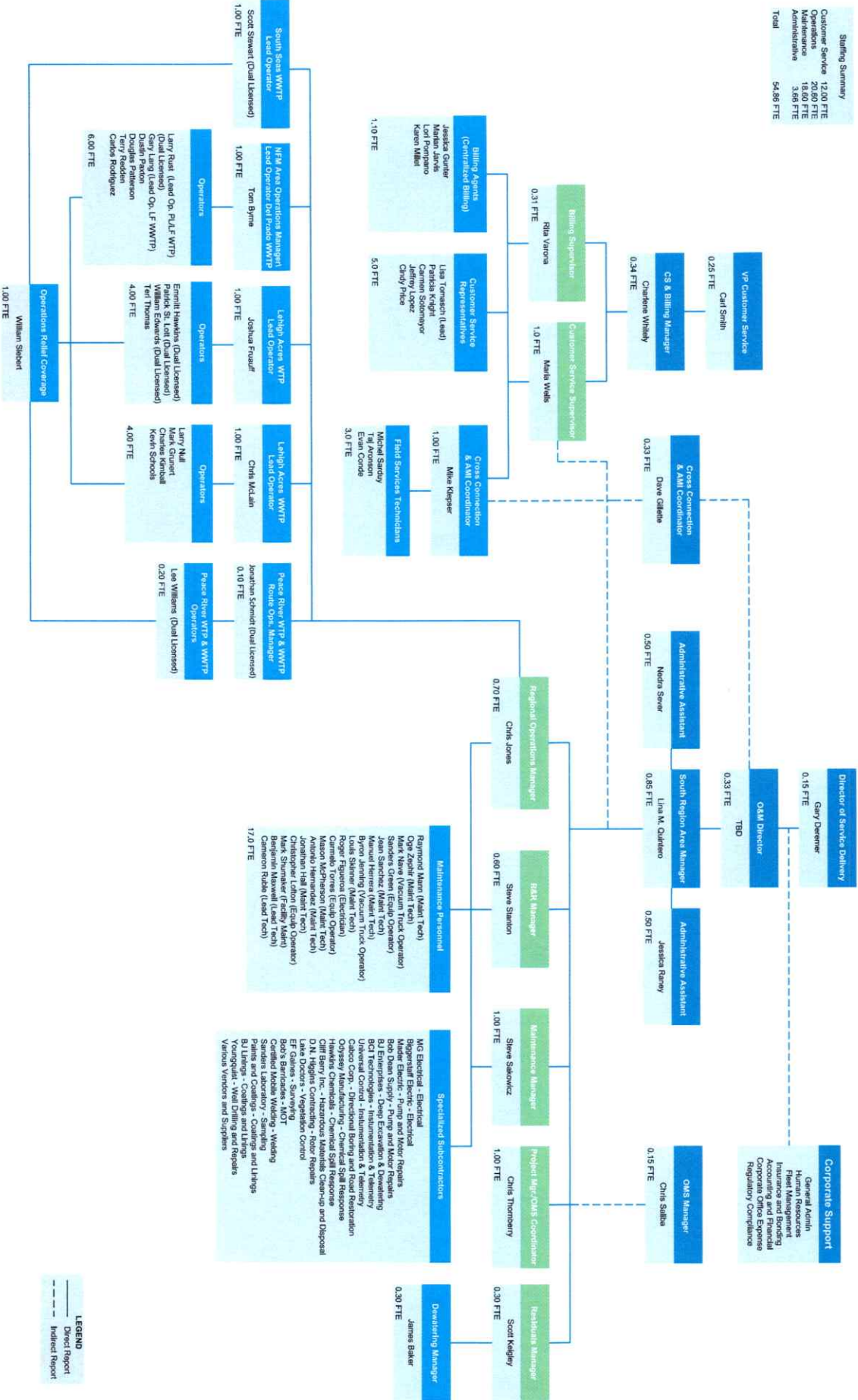
APPENDIX C

GUA VEHICLES TO BE PURCHASED BY CONTRACTOR

Item	USWSC Purchase Price
1998 Interstate Trailer	\$ 2,500.00
1999 Ram Jet Vactor Trailer	\$ 2,500.00
Unknown year Kubota tractor	\$ 500.00
1998 Ford L8000 Dump Truck	\$ 8,000.00
Total Vehicles & Equipment	\$ 13,500.00

APPENDIX D
SOUTH REGION UTILITY SYSTEMS STAFFING PLAN

U.S. WATER SERVICES CORPORATION
SOUTH FGUA REGION SYSTEMS
OPERATIONS, MAINTAINANCE, CUSTOMER SERVICE, BILLING, RENEWALS AND REPLACEMENT (1.42MM)
ORGANIZATIONAL CHART



APPENDIX E

SOUTH REGION UTILITY SYSTEMS SUBCONTRACTING PLAN

It is the intent for U.S. Water Services Corporation (USWSC) to self-perform as much of the Basic R&R, Minor R&R and Major R&R as possible with the staffing resources identified in the Staffing Plan. The subcontracted services identified below represent services USWSC would typically subcontract in completion of R&R work. When possible and within the skills and abilities of staffing resources identified in the Staffing Plan the below identified subcontracted services will be self-performed.

Basic R&R, Minor R&R and Major R&R - Subcontracted Services	
Licensed Electrical Services	Dewatering Services
Excavations greater than 5' in depth	Directional Drilling & Boring
Chemical Spill Response	Hazardous Material Clean-up & Disposal
Equipment Repairs (Rotors, Pumps and Motors, Armature, Blowers, Generators, etc.)	Aquatic Vegetation Control
Maintenance of Traffic Services (excluding flag men)	Surveying Services
Certified Welding Services	Coatings and Liner Services
Well Drilling & Repair Services	Instrumentation & Telemetry/SCADA, PLC & Control Services
Asphalt Restoration Services	Thermography Services
	Concrete Restoration Services
VFD Inspection, Repair, Installation & Programming Services	Hauling Services
Piping Installation (16" or Larger)	Large Crane Services
Storage Tank Inspection (DEP required inspections) and Repair	Gravity Line, Manhole and Wet Well Installation
AMI Infrastructure Support / Repair and Replacement	Collection System TV Services
Painting of Buildings, Tanks and Structures	Filter Rehabilitation
HVAC repairs or replacement	Laboratory Services and Certified Sample Analysis Services

For clarity of Basic R&R, Minor R&R and Major R&R that would be self-performed by USWSC vs. subcontracted below is a listing of R&R work that would typically be self-performed.

Basic R&R, Minor R&R and Major R&R – Typical Self Performed Services	
Lift Station rehabilitation work (excluding coatings, liners and installation of wet wells)	Piping repairs or installation of new piping (Open Cut) – less than 16" diameter, less than 100 length ft, and excavations less than 5' in depth
Lift Station Pumps - Replacement of single components such as an impeller, wear ring, pump wire, and pulling of pumps to make operable and installation of pumps.	Smoke Testing
Installation of pressure gauges, transmitters, and level transducers.	Replacement of manhole rings and covers
Backflow Device Repairs and Replacements	Clearing of Blockages and Sanitary Sewer Overflow clean
Electrical Panels – replacement of switches, relays, phase monitors, contacts and breakers	Repair and replacement of above ground piping and valves
Blowers – replacement of worn or defective filters and belts.	Draining and Cleaning of Tanks (Surge Tanks, EQ tanks, Digesters, Oxidation Ditch) including repair of diffusers
Buildings & Structures – repair or replacement of broken doors, windows, leaking roof (minor), fence repairs (minor).	Fire Hydrant repairs and replacements
Compliance meter repairs and replacements	Repair and replacement of chlorine sensors and pumps.
Hydro Tank removal and replacement	Removal and replacement of signage
Maintenance of Traffic (flag men)	Irrigation Repairs
Installation of metering assemblies	Installation of cleanout and repairs to laterals

Basic Billing & Customer Service, and Basic Operation & Maintenance Services are not billable to the FGUA as Additional Services, but USWSC may utilize subcontracted services to complete these basic contract functions. The subcontracted services identified below represent basic contract functions USWSC would typically subcontract.

Basic Billing & Customer Service, and Basic Operation & Maintenance Service - Subcontracted Services	
Equipment Maintenance and Annual Services (Mechanical Bar Screens, Generators, Grit Removal Equipment, Portable Diesel Pumps, Blowers, Odor Control Equipment, etc.)	Grounds Maintenance
Meter Accuracy Testing Services	Painting of Aerial Crossings
Metering Support Services	Customer Information System Services
I.T. and System Support	CIS and Bill Fulfillment Services
Staffing Agencies	Sludge Hauling and Dewatering
Locate Services	Meter Reading Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com														
INSURED U.S. Water Services Corporation Dba BCI Technologies 4939 Cross Bayou Blvd New Port Richey, FL 34652	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Company</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B: Great American Alliance Insurance Company</td> <td style="text-align: center;">26832</td> </tr> <tr> <td>INSURER C: Gotham Insurance Company</td> <td style="text-align: center;">25569</td> </tr> <tr> <td>INSURER D: Westfield Specialty Insurance Company</td> <td style="text-align: center;">16992</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Company	18058	INSURER B: Great American Alliance Insurance Company	26832	INSURER C: Gotham Insurance Company	25569	INSURER D: Westfield Specialty Insurance Company	16992	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Philadelphia Indemnity Insurance Company	18058														
INSURER B: Great American Alliance Insurance Company	26832														
INSURER C: Gotham Insurance Company	25569														
INSURER D: Westfield Specialty Insurance Company	16992														
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W37638303

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2629384-007	11/30/2024	11/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		PHPK2629391-007	11/30/2024	11/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			PHUB891163-007	11/30/2024	11/30/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WC E546162-05	10/31/2024	10/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability (2nd Layer)			EX202400005676	11/30/2024	11/30/2025	Limits \$5,000,000 xs of \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER

City of Hollywood
 2600 Hollywood Blvd.
 Hollywood, FL 33020-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 27227667

BATCH: 3813237

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED U.S. Water Services Corporation Dba BCI Technologies 4939 Cross Bayou Blvd New Port Richey, FL 34652	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Hollywood is included as an Additional Insured as respects to General Liability and Auto Liability

INSURER AFFORDING COVERAGE: Westfield Specialty Insurance Company NAIC#: 16992
POLICY NUMBER: CPP-455074Q-00 EFF DATE: 11/30/2024 EXP DATE: 11/30/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Errors & Omissions	Limit	\$2,000,000

From: [Certificate of Insurance](#)
To: [Daniela Behm](#)
Cc: [Kassandra Myers](#); [Certificate of Insurance](#)
Subject: FW: U.S. Water Services Corp COI
Date: Tuesday, February 4, 2025 5:23:27 PM
Attachments: [image001.png](#)
[USWaterServicesCorporation - Client Pack - 3813237.PDF](#)

Acceptable.

Certificate of Insurance



Notice: Florida has a broad public records law. All correspondence sent to the City of Hollywood via e-mail may be subject to disclosure as a matter of public record.

From: Daniela Behm <DBEHM@hollywoodfl.org>
Sent: Monday, February 3, 2025 9:24 AM
To: Certificate of Insurance <COI@hollywoodfl.org>
Cc: Kassandra Myers <KMYERS@hollywoodfl.org>
Subject: RE: U.S. Water Services Corp COI

Good morning,

Please see attached updated COI provided by vendor.

Thank you,

Daniela Behm

Utilities Administrative Procurement Coordinator
Public Utilities

Email: DBEHM@hollywoodfl.org
Telephone: [954-967-4455](tel:954-967-4455) ext.5641

From: Certificate of Insurance <COI@hollywoodfl.org>
Sent: Tuesday, January 28, 2025 9:55 AM
To: Daniela Behm <DBEHM@hollywoodfl.org>
Cc: Kassandra Myers <KMYERS@hollywoodfl.org>; Certificate of Insurance <COI@hollywoodfl.org>
Subject: FW: U.S. Water Services Corp COI

Not acceptable,

1. Auto Liability - the City requires to be named as an additional insured for auto liability in the Description of Operations Box.

Certificate of Insurance



Notice: Florida has a broad public records law. All correspondence sent to the City of Hollywood via e-mail may be subject to disclosure as a matter of public record.

From: Daniela Behm <DBEHM@hollywoodfl.org>
Sent: Wednesday, January 22, 2025 1:45 PM
To: Certificate of Insurance <COI@hollywoodfl.org>
Cc: Cassandra Myers <KMYERS@hollywoodfl.org>
Subject: U.S. Water Services Corp COI

Good afternoon,

Please find attached COI for your review/approval for U.S. Water Services who will be providing Project Managers, Wastewater Plant Operators, Wastewater Maintenance Personnel and for performing minor and major repair and replacement of failed equipment at the WWTP.

Thank you,

Daniela Behm
Utilities Administrative Procurement Coordinator
Public Utilities
P.O. Box 229045
City of Hollywood, Florida 33022

Email: DBEHM@hollywoodfl.org
Telephone: [954-967-4455](tel:954-967-4455)

www.HollywoodFL.org



Banner



Notice: Florida has a broad public records law. All correspondence sent to the City of Hollywood via e-mail may be subject to disclosure as a matter of public record.