



**SERVICE CONTRACT -SV22P043**

**Supervisory Control & Data Acquisition (SCADA) System Integration Services**

THIS CONTRACT, made and entered into this 29<sup>th</sup> day of August, 2022, by and between the City of Titusville, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and located at 555 S. Washington Ave., Titusville, FL 32796 and Benro Enterprises dba/Rocha Controls located at 5025 Rio Vista Ave, Tampa, FL 33634, hereinafter referred to as the ("Contractor"), sets forth that;

WHEREAS, pursuant to all City Purchasing & Contracting policies, statutory requirements, and any Federal laws applicable, the City has competitively bid and advertised the Work titled: "Supervisory Control and Data Acquisition (SCADA) System Integration Services: Proposal # 22-P-043/TB; and

WHEREAS, the City desires to engage the services of a duly licensed, qualified and experienced company to provide Supervisory Control and Data Acquisition (SCADA) System Integration Services for the City of Titusville's Water Resources Electronic Services Division with site locations throughout the City of Titusville; and

WHEREAS, the Contractor represents that it is duly licensed, and it has such competence and experience in providing these services; and

WHEREAS, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and

WHEREAS, at the City Council meeting of July 26, 2022, the award of this Contract was duly considered and awarded to the Contractor; and

WHEREAS, the City and the Contractor desire to reduce to writing their understanding and agreements on such;

IT IS, THEREFORE, AGREED as follows:

1. TERM. This Agreement shall commence on the day it is executed by both parties and the term of the Agreement shall extend for three (3) years. This agreement may be administratively renewed for up to two (2) additional one-year extensions, upon successful negotiation of price, terms, and conditions, and satisfactory performance of the Contractor.
2. CONTRACT DOCUMENTS. The Contract Documents consist of this Contract, City's Proposal # 22-P-043/TB, attached hereto as Exhibit 1 with all related Documents, Addenda if any; Contractor's Proposal dated June 1, 2022, attached hereto as Exhibit 2; and any other documents listed in the Contract Documents, and written modifications issued after execution of this Contract, if any.

(a) Intent. The Scope of Work is an integrated part of the Contract Documents and as such will not stand alone if used independently. These documents establish minimum standards of quality for this project. They do not purport to cover any details entering into the design and construction of materials or equipment. The intent of the Contract Documents is to set forth requirements of performance. It is also intended to include all supervision, labor and materials, equipment, tools and transportation necessary for the proper execution of the Work, to require new material and equipment unless otherwise indicated, and to require complete performance of the Work in spite of omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Contract Documents and reasonable inferable from them as being necessary to produce the intended results.

(b) Entire and Sole Contract. Except as specifically stated herein, the Contract Documents constitute the entire Contract between the parties and supersede all other agreements, representations, warranties, statements, promises, and understandings not specifically set forth in the Contract Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Contract Documents.

(c) Amendments. The parties may modify this Contract at any time by written agreement. Neither the Contract Documents nor any term thereof may be changed, waived, discharged or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

3. DESCRIPTION OF WORK. The City hereby engages Contractor and Contractor hereby agrees to perform Supervisory Control and Data Acquisition (SCADA) System Integration Services for the City of Titusville's Water Resources Electronic Services Division, with site locations throughout the City of Titusville in accordance with the Contract Documents. Under the Contract, the Contractor will perform work on individual Work Orders (for a variety of SCADA projects) with an estimated annual total amount for the initial term of **\$150,000.00** for all Work Orders issued by the City on an "as needed" basis under this Contract. The Contractor may be allowed or required to work on multiple Work Orders concurrently. Work Orders shall be done on an "as needed" basis, throughout various locations in the City of Titusville. All Work shall be done in accordance with federal, state, and local regulations.

The Contractor shall furnish all supervision, labor, materials, supplies, tools, equipment and transportation necessary to perform and satisfactorily complete all work required for each Work Order in accordance with the Contract documents, plans (if provided), related documents, addenda (if any) and written modifications issued after execution of this Contract or individual work orders. Each

Work Order shall further be performed as directed by the Project Manager in accordance with the expressed or obvious intent of the Contract hereinafter called Contract Documents, BID #22-P-043/TB – Supervisory Control and Data Acquisition (SCADA) System Integration Services” in performing services include but limited to:

(a) Provide engineering and technical services to smoothly integrate each project into the City’s existing SCADA infrastructure. Develop logical and technically sound phasing and scheduling of individual components for all projects. Develop graphical and programming standards to be followed on each project.

(b) Provide design services for SCADA system architecture, communications networks, electrical power systems, motor control systems, grounding, and process and instrumentation diagrams.

(c) Planning and integration of multiple independent SCADA systems.

(d) Design, maintain, install, and program remote telemetry units, programmable logic controllers, servers, network equipment, and associated electrical and instrumentation equipment associated with operation of the City’s Utility systems.

(e) Design, maintain, install, and configure network and telemetry equipment such as Ethernet radios, cellular modems, network switches, routers, and firewalls.

(f) Properly document all system changes, revisions, modifications, and improvements such that a chronological list of activities is maintained throughout the duration of each work authorization. Provide as-built documentation and Operation and Maintenance manuals for all work performed.

(g) Provide “as-needed” services to quickly resolve problems, restore connections, and maintain network connectivity of all City SCADA systems.

(h) Provide all work in accordance with City standards, state and local codes, existing standards, and City preferences.

(i) Provide SCADA programming for new automated control processes and to modify existing automated control processes in coordination with the City’s existing standards and systems.

(j) Design and implement server systems in support of the City SCADA system for SCADA specific applications and general server infrastructure such as active directory, disaster recovery, routine backups, and general server infrastructure services.

(k) Design and implement network security rules, system routing, and network configurations for high availability and secure network communications in accordance with industry standards.

(l) Install and calibrate instrumentation including but not limited to pressure transmitters, level transmitters, flow meters, and analyzers.

The City shall issue Work Orders with estimated values based on the quantities of work estimated by the City for Contractor to provide price proposal for approval/authorization with anticipated items of work.

4. PAYMENT OF WORK ORDERS (Compensation): For all work orders issued by the City during the initial term, the City agrees to pay to the Contractor based on the unit prices shown in the proposal heretofore submitted to the City by the Contractor times the actual quantities of satisfactory Work, performed by the Contractor in accordance with the Contract Documents and accepted by the City. A copy of said proposal being a part of the Contract Documents is attached to this Contract (Exhibit 2).

(a) Unit prices shall remain firm for a period of 12 months during any Contract year. Unit prices may be adjusted after the initial term. Unit price adjustments for Contract renewals shall be based on the change of the Consumer Price Index All Urban Consumers – Southern Region for the preceding twelve (12) month period. All price adjustment requests shall be in writing with the supporting documentation at least thirty (30) days prior to anticipated start and are subject to approval by the City Manager or Designee. The City reserves the right to deny and/or negotiate all price adjustments in accordance with all City of Titusville's Purchasing Policies and Ordinances.

(b) Subsequent to the initial term, the unit prices in effect at the time the Work Order is issued by the City shall be used to compensate the Contractor for Work Orders issued. The unit prices in effect shall be multiplied by the actual quantities of satisfactory work performed by the Contractor in accordance with the Contract Documents and accepted by the City.

(c) The City reserves the right under this Contract to expand the scope of any Work Order by line item and line-item unit prices as reflected in the schedule of bid items.

(d) Payment for Work Order(s) shall be accomplished by multiplying the appropriate unit prices times the actual quantities of each line item satisfactory installed for the Work Order, to arrive at the pay amount for that line item; all such line item pay amounts shall be added to arrive at the Work Order cost amount to be invoiced by Contractor. After a Work Order has been issued to the Contractor, it may be revised only for additional work or changes in scope beyond the requirements specified in the Work Order and contract documents. The Contractor may use an automated spreadsheet for pricing purposes, provided the system is approved by the City.

(e) In accordance with the provisions fully set forth in the Specifications, and subject to additions and deductions as provided, the City shall pay the Contractor as follows:

- 1) Pursuant to the Prompt Payment Act (Section 218.70 of the Florida Statutes) and all general conditions hereof, payments to the Contractor shall be made after satisfactory invoice receipt, by the City's Project Manager, of a proper pay application request.
- 2) The City's Project Manager and/or the Director of Water Resources, shall be the

authority as to the appropriateness of any payment submittal. Their decisions on payment matters shall be made in accordance with the word of the Contract, City policies, and legal requirements.

- 3) Appeals. Appeals of the Project Manager and/or the Director of Water Resources decisions shall be addressed to the following:

City Manager  
555 S. Washington Avenue  
Titusville, FL 32796

**With copies to:**

Purchasing and Contracting Administration  
555 S. Washington Avenue  
Titusville, FL 32796

The Contractor agrees to an administrative hearing within the scope of this Contract.

5. NON-APPROPRIATIONS. The City of Titusville's performance and obligation to pay under this Contract is contingent upon annual appropriations by the City Council.

6. CHANGE ORDERS OR MODIFICATIONS. The City reserves the right to make such changes in the Specifications within the general scope of the Contract at any time by written Change Order.

The City Manager or designee is authorized to approve Change Order(s) provided that the amount(s) of such Change Order(s) do not increase the authorized Contract amount. Furthermore, for any Change Order(s) that will increase the authorized Contract amount, the City Manager is authorized to approve, whichever is greater, up to \$15,000.00 or 10% of the original Contract amount, not to exceed \$50,000.00, provided that sufficient budgeted funds are available for this project.

7. CLAIMS. Unless approved in advance by a change order properly issued in accordance with applicable City ordinances and policies, the prices contained in the Contractor's bid proposal shall be Contractor's sole compensation for the services provided by the Contractor under this Contract. Claims arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before work starts on the changes or revisions. If the Contractor deems that extra compensation is due for work not covered herein, or in a Supplemental Contract, the Contractor shall notify the City in writing of its intention to make claim for extra compensation before work begins on which the claim is based. If such notification is not given and the City is not afforded by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional work requested by the City until the parties execute an appropriate Contract. Such notice by the Contractor and the fact SV22P043 Supervisory Control and Data Acquisition (SCADA) System Integration Services Page 5 of 30

that the City has kept account of the costs as previously mentioned shall not in any way be construed as proving the validity of the claim.

8. NOTICES. Any notice or correspondence relating to this service shall addressed to the following:

City Manager  
555 S. Washington Avenue  
Titusville, FL 32796

**With copies to:**

Purchasing and Contracting Administration  
555 S. Washington Avenue  
Titusville, FL 32796

9. LIQUIDATED DAMAGES.

(a) It is mutually agreed that time is of the essence in this Contract and should the Contractor fail to complete the Work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the City will retain an amount ***equal to 0.1% of the estimated value of the applicable Work Order*** per consecutive calendar day as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the City will have sustained by failure of the Contractor to complete the Work within the specified time; it being further agreed that said sum is not a penalty, but is the stipulated amount of damages sustained by the City in the event of such default by the Contractor.

(b) For the purposes of this Section, the day of final acceptance of the Work shall be considered a day of delay, and the scheduled day of completion of the Work shall be considered a day scheduled for production.

10. BOND. Not required for this Contract

11. PROFESSIONAL AND TECHNICAL SERVICES.

(a) It shall be the responsibility of the Contractor to work with the Project Manager and apprise them of solutions to SCADA System problems and the approach or technique to be used toward accomplishment of the City's objectives as set forth in the Contract Documents. The Scope of Services to be provided by the Contractor, as set forth in the Contract Documents, is subject, however, to the inclusion of additional services as required by the City. However, in the case of conflict between the Contract Documents and any other provisions of this Contract, the language of this Contract shall prevail. Contractor agrees to perform all such other professional services as may be agreed upon between the parties hereto.

(b) It is the intent of the parties hereto that the Contractor's services and compensation amounts set forth herein are sufficient to perform the Contract requirements as contained in the Contract Documents. The Contractor agrees not to seek additional compensation on account of its failure or that of any Subcontractor to have properly estimated the cost of any specific services required herein. The Contractor shall maintain sole responsibility for payment of said increases from the estimated cost and shall hereby release the City from any liability therefor.

(c) The City and Contractor agree to consider a revision to the Contract services and/or fees in the event that:

1. Any regulatory or permitting authority requires revision of the current requirements or process; or
2. The City elects to revise the current SCADA System or to add to the project a task not contemplated herein, or desires additional services.

(d) ORIGINAL DOCUMENT AND COPIES –

1. All original sketches, tracings, drawings, computations, details, reports, calculations, and other documents and plans that result from the Contractor's services under this Contract shall become and remain the property of the City, including copyrights, upon receipt of payment by the Contractor from the City for services rendered in connection with the preparation of said sketches, drawings, etc. Where such documents are required to be filed with governmental agencies, the Contractor shall furnish copies to the City upon request.
2. The City shall obtain a set of reproducible copies of any documents prepared for the City by the Contractor, in consideration of which the City agrees that no additions, deletions, changes, or revisions shall be made to same without the express written consent of the Contractor. The City shall pay the Contractor for any "in process" copies requested.

(e) MISCELLANEOUS

1. Notwithstanding those specific services enumerated herein, upon written request of the City, the Contractor, after submitting supplemental proposals to the City, shall provide such other professional services of the types normally offered by the Contractor. Compensation for such additional services shall be negotiated or on an hourly basis as agreed upon and the execution of any amendment to this Contract.
2. It is understood and agreed that the Contractor's services under this Contract do not include services that may require participation in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and Contractor describing the services desired and providing a basis for compensation to the

Contractor.

3. Upon the Contractor's request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information in his possession as the Contractor and City mutually deem necessary, and the Contractor may rely upon same in performing the services required under this Contract.
4. The Contractor shall pay and provide for the use of any and all patent(s) or patented processes as well as all license fees used in the design or construction of this project.

12. CONTRACTOR'S ACCEPTANCE OF CONDITIONS:

(a) With City concurrence, any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed for this project by Sean Stauffer, Water Resources Director or designee, and his decision shall be final and binding the Contractor.

(b) It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the Work or material by the City, their consulting Engineer/Architect or by any agent or representative as in compliance with the terms of the Contract and/or the Drawings, and Specifications covering said Work, shall not operate as a waiver by the City of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said Work; and the City may require the Contractor and/or his Surety repair, replace, restore and/or make to comply strictly with this Contract and the Drawings and Specifications any and all of said Work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such Work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance Work under the guaranteed provisions. Failure on the part of the Contractor and/or his Surety, immediately after notice to either, to repair or replace any such defective materials and Workmanship shall entitle the City, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or his surety, who shall in any event be jointly and severally liable to the City for all damage, loss and expense caused to the City by reason of the Contractor's breach of this Contract and/or his failure to comply strictly with the Contract and with the Drawings and Specifications.

13. INCLUSION OF NON-PARTICIPATING ENTITY(S): Any public/municipal government entity, current or future shall be allowed to participate in this agreement during the life of the Contract, even if it is not listed amongst the solicitation participants. While this clause in no way commits the entity

to purchase from City of Titusville's awarded Contractor, nor does it guarantee any additional orders will result, it does allow entity, at their discretion, to make use of City of Titusville's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded Contractor. All purchases made by other government entities shall be understood to be transactions between that specified entity and the awarded vendor; the City of Titusville, Florida shall not be responsible for any such purchases or resulting Contracts.

14. PROJECT SCHEDULE. The Contractor shall, within seven (7) calendar days after the date of execution of each Work Order, commence Work to be performed under said Work Order agreement and complete all work as stipulated in Exhibit 2, Contract Documents, and Work Order Documents. The Contractor shall perform all work under this Contract in a timely manner consistent with the assignment schedules as mutually agreed upon by the City and the Contractor. No extension of time shall be valid unless given in writing by the City. No monetary compensation shall be given for such delay.

The City shall have the authority to suspend the Work wholly or in part, for such periods as may be deemed necessary and for whatever cause, by serving written notice of suspension to the Contractor. In the event that the Contractor or the City shall become aware of any condition that may be cause for suspension of the Work, they shall immediately advise the concerned parties of such condition. The Contractor shall not suspend operations under the provisions of this Paragraph without the City's permission. In the event that the City suspends the Work, the Contractor shall be granted an extension of time to complete the Work for as many calendar days as the Work was suspended; except that the Contractor will not be granted an extension of time to complete the Work if the suspension was caused by a fault of the Contractor.

A delay beyond the Contractor's control occasioned by an "Act of God" may entitle the Contractor to an extension of time in which to complete the Work as determined by the City provided, however, the Contractor shall immediately give written notice to the City of the cause of such delay. "Rain day" extensions shall be granted upon written request of the Contractor to the City when the City determines that weather conditions make it counterproductive to work on said days. "Rain day" requests must be submitted at the end of each work week or be waived, and the cumulative "rain day" extensions granted shall be processed as a Change Order with each pay submittal.

15. CITY'S PROJECT MANAGER. City shall designate a Project Manager. All work done shall be subject to the review of the City. Any and all technical questions, which may arise as to the quality and acceptability of the work, performed, or work to be performed, interpretation of specified requirements

and all technical questions as to the acceptable fulfillment of the Contract or the part of the Contractor shall be referred to the Project Manager who will resolve such questions.

The Work shall be subject at all times to review by the City. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the Contract Documents must be approved in writing through the Purchasing and Contracting

16. CONTRACTOR'S DUTY. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over services means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

Unless otherwise provided in the Contract Documents, shall furnish all supervision, labor, materials, equipment, transportation and other services necessary for the proper execution and completion of the Work, as otherwise provided in the Contract Documents, Contractor shall pay all sales, use and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Contract all required federal, state and local licenses necessary to perform the Work required under the Contract Documents.

17. PROTECTION OF PERSONS AND PROPERTY. The Contractor shall exercise precaution at all times for the protection of persons and property. The Contractor shall strictly comply with all safety provisions of all applicable laws and ordinances and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. This Contract requires that the Contractor and any and all Subcontractors hired by the Contractor comply with all relevant standards of the Occupational Safety and Health Act. Failure to comply with the Act constitutes a failure to perform. The Contractor agrees to reimburse the City for any fines and/or court costs arising from penalties charged to the City for violations of OSHA committed by the Contractor or any and all Subcontractors.

The Contractor shall perform any work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, the Contractor shall notify the City of the emergency as soon as practicable, but shall not wait for instructions before proceeding to properly protect both life and property.

The City has the right to order the Contractor to discontinue hazardous work practices upon verbal or written notice. It is required that the Contractor keep and maintain all the necessary protective

devices in place and in proper condition at all times where Work is being performed to prevent injury to persons or damage to public, or private property.

The Contractor shall be held fully responsible for such safety and protection until final written acceptance of the Work.

18. SUBCONTRACTS AND ASSIGNABILITY. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City. Any Subcontracts or other work, which is performed, by persons or firms other than the Contractor under this Contract or any work orders shall have prior written approval of the City. Any Subcontracts, outside Associates, or Contractors required by the Contractor in connection with services covered by this Contract must be specifically approved by the City.

19. STANDARD OF PERFORMANCE. Contractor's services will at a minimum meet the level care and skill ordinarily used by members of Contractor's occupation/profession performing the type of services provided herein within the State of Florida.

20. GUARANTEE. Contractor warrants all material and/or products provided, and work performed for a period of not less than one (1) year from the Contract completion date. The making of the final payment by the City to the Contractor shall not relieve the Contractor of any warranty responsibilities.

21. INDEMNIFICATION. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall indemnify, hold harmless and defend the City of Titusville, its officers, agents, officials, representatives and employees against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal which the City of Titusville, its officers, officials, agents, officials representatives or employees or any other person(s) or business entity(ies) who may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of Contractor, its Agent(s), Vendors, Subcontractor(s), Representatives, Servants, or Employees in the execution, performance or nonperformance or failure to adequately perform Contractor's obligations pursuant to this Contract.

22. INSURANCE. The Contractor shall not commence Work under this Contract until he has obtained and provided insurance of the character specified below and in such amounts that will provide adequate protection to the City and the Contractor against all liabilities, damages, and accidents. The insurance obtained by the Contractor is subject to the approval of the City and accordingly the Contractor shall not commence Work until said City's approval has been obtained. The Contractor shall not allow any Subcontractor to commence Work on his Subcontract until all insurance required of the Subcontractor has been so obtained, provided, and approved. Neither the approval of the City nor a failure to dis-

approve insurance furnished by the Contractor or Subcontractor shall release the Contractor or Subcontractor of full responsibility for liability, damages, and accidents as set forth herein. The insurance requirements stipulated herein shall also be in effect and apply during any time period that the City may suspend the Work. The Contractor and each Subcontractor shall maintain such required insurance during the life of this Contract, and no modification or change of insurance coverage and provision shall be made without thirty (30) days written advance notice to the Purchasing & Contracting Administrator, as follows:

(a) Worker's Compensation Insurance: The Contractor shall procure and maintain during the life of this Contract Workers' Compensation Insurance for all his employees employed at the site of the project in accordance with all statutory requirements and, in case any Work is Subcontracted, the Contractor shall require the Subcontractor to similarly provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous Work under Contract at the site of the project are not protected under the Workers' statute, the Contractor shall provide and cause each Subcontractor to provide adequate Insurance for the protection of his employees not otherwise protected.

(b) Comprehensive General Liability (including Contractual Liability): the Contractor shall procure and maintain during the life of this Contract such Contractor's Comprehensive Liability and Property Damage Insurance that shall protect them and any Subcontractor performing Work covered by this Contract from claim for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by themselves or by any other Subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

	Statutory Limits
1) Comprehensive General Liability (each occurrence):	
Bodily Injury, including death .....	\$1,000,000.00
Property Damage .....	\$1,000,000.00
Aggregate .....	\$2,000,000.00
2) Commercial Automobile Liability: Coverage sufficient to cover all vehicles owned, used, or hired by the offeror, their Agents, Representatives, Employees or Subcontractors.	
	Statutory Limits
Automobile Liability	
Combined Single Limit: per accident	\$1,000,000.00

Bodily injury, including death (per person)... \$1,000,000.00

Property Damage: per accident \$100,000.00

3) Professional Liability (error and omissions) – The Contractor shall maintain a professional liability insurance policy for the professional services rendered under this Contract in the amount of \$1,000,000. Coverage shall be underwritten by a company authorized to do business in the State of Florida and shall be maintained for the duration of this Contract. In the event the Contractor fails to secure and maintain such coverage, Contractor shall be deemed responsible for all damages suffered by the City as a result thereof, including attorney’s fees and costs.

4) The Contractor will name the following entities on its Comprehensive General Liability, Commercial Automobile Liability, and Professional Liability policies as additional insureds:

- City
- Directors, Officers, agents, or employees of the above entity(ies)

Such policies will be endorsed to provide primary & non-contributory coverage to the Additional Insureds in relation to any and all other liability insurance policies carried by or for the benefit of the Additional Insureds.

5) City shall not be responsible for, nor shall they insure, the personal property of the Contractor and/or Subcontractor including, but not limited to, tools and equipment located at the job site, which are not intended to be incorporated into the work.

6) The Contractor shall purchase and maintain such insurance with insurance companies acceptable to the City. The companies must maintain a minimum A.M. Best Insurance rating of A-IX.

7) Proof of Coverage of Insurance: The Contractor shall furnish the City with satisfactory proof of coverage (e.g., Certificate of Insurance) of the insurance required naming the City as additionally insured thereon, but the failure to provide adequate insurance shall not relieve the Contractor's responsibility to protect the City wholly from all such claims and damages.

*Coverage Provisions*

- i. All deductibles or self-insured retention shall appear on the certificate(s).
- ii. The City of Titusville, its' officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
- iii. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
- iv. Shall provide 30 days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

- v. All coverages for Subcontractors of the offeror shall be subject to all of the requirements stated herein.
- vi. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- vii. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees and volunteers.
- viii. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
- ix. The offeror shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
- x. All policies should be underwritten by insurance agencies licensed to do business in the State of Florida and with an A.M. (Alfred M.) Best rating of no less than A- and with a Financial Size Category of no less than VII. If A.M. Best rating is less than A:VII, the City reserves the right to have the City's Risk Management Officer review for consideration.
- xi. Contractor agrees to the extent it engages any Subconsultant to perform work at the project, it shall require all Subconsultants to maintain the same insurance as outlined in A-H above and provide certificates of insurance for each Subconsultant as provided in Insurance paragraph above.

THE CITY RESERVES THE RIGHT TO CHANGE OR MODIFY LIMITS OF LIABILITY OR  
COVERAGE FOR PROJECTS OF AN UNUSUAL SIZE OR RISK.

23. INTERESTS OF CITY OFFICIALS. No officers, members or employees of the City and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

24. CERTIFICATION OF RESTRICTIONS ON LOBBYING. The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of

Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative Contract and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative Contract.

If any funds other than Federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any FDOT Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

25. CONFLICT OF INTEREST. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed. The Contractor shall not undertake any professional work that conflicts with his duties as the City's Contractor without the prior written consent of the City during the term of this Contract. Any work where the Contractor can reasonably anticipate that it may be called to testify as a witness against the City in any litigation or administrative proceeding will constitute a conflict of interest under this Contract.

26. COMPLIANCE WITH LAW. The Contractor expressly agrees to comply with all laws and regulations relating to providing services under this Contract. The failure of the Contractor to adhere to any law or regulation pertaining to furnishing services under this Contract shall constitute a material breach of this Contract.

27. WAIVER. The waiver by the City of any of the Contractor's obligations or duties under this Contract shall not constitute a waiver of any other obligation or duty of the Contractor under this Contract.

28. PUBLIC ENTITY CRIME. The Contractor shall file a sworn statement with the City which is contained in Exhibit 1, stating whether a person or affiliate as defined in Section 287.133 (1), Florida Statutes, has been convicted of a public entity crime subsequent to July 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

29. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor any

fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this paragraph, the City shall have the right to terminate the Contract without liability and, at its discretion, deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

30. DRUG-FREE WORKPLACE. The City of Titusville is a drug-free workplace and as such encourages participation from business entities that have implemented a drug-free workplace program. This Contract required Contractor to certify that it maintains a drug free workplace program in accordance with Section 287.087 of the Florida Statutes.

31. E-VERIFY. As a condition precedent to entering into a Contract as a result of this proposal, and in compliance with Section 448.095, Fla. Stat., Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

(a) Contractor shall require each of its Subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, Contract with, or Subcontract with an unauthorized alien. Contractor shall maintain a copy of the Subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

(b) The City, Contractor, or any Subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the Contract with the person or entity.

(c) The City, upon good faith belief that a Subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the Contract with the Subcontractor.

(d) A Contract terminated under the provisions of this section is not a breach of Contract and may not be considered such. Any Contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public Contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

(e) Subcontracts:

Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in this section, including this subsection, requiring the Subcontractors to include these clauses in any lower tier Subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier

Subcontractor with the clauses set forth in this section.

32. SCRUTINIZED COMPANIES (if applicable). In accordance with Sections 287.135, Florida Statutes, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. Contractor and Subcontractor(s) shall complete the Affidavit form provided in the bid/proposal booklet and hereby incorporated as part of the Contract Documents. Contractor and Subcontractor shall affirm not to be on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The Contractor or Subcontractor further acknowledges and agrees that the City may immediately terminate this Contract and any subsequent renewal Contract for cause if the Contractor or Subcontractor is found to have submitted a false certification or if the Contractor or Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Contract. Further, the Contractor or Subcontractor acknowledges and agrees that a false certification or representation hereunder is a material breach of this Contract, and the Contract shall be terminated by the City if the Contractor or Subcontractor and any actively contracted company for the Contractor or Subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

33. GOVERNING LAW WAIVER OF TRIAL BY JURY.

(a) The laws of the State of Florida shall govern this Contract and venue for any action pursuant to the Contract Documents shall be in Brevard County, Florida.

(b) The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

34. VENUE. In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Brevard County, Florida.

35. ATTORNEY'S FEES. In the event of any legal or administrative proceedings arising from or related to this Contract, including appeals, each party shall bear its own costs and attorney's fees.

36. CONSTRUING PROVISIONS. This Contract shall not be construed against the party who drafted the same, as both parties have obtained experts of their choosing to review the legal and business adequacy of the same. In any conflict between Exhibit 1, Scope of Services, and the general terms of this Contract, the provisions of the latter shall prevail.

37. INDEPENDENT CONTRACTOR. Contractor is an independent Contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor may perform services for others, which solely utilize Contractor's facilities and do not violate any confidentiality requirements of this Contract. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any Employees, Assistants, or Subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the City provides training, equipment, materials, or facilities or otherwise facilitate performance of the Work, this shall not affect any of Contractor's duties hereunder or alter Contractor's status as an independent Contractor.

38. SEPARATE COUNTERPARTS & EXECUTION. This Contract and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same contract. Execution and delivery of this Contract and any amendments by the Parties shall be legally valid and effective through; (i) executing and delivering the paper copy of the documents, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" ("pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving, or storing by electronic means this Contract and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Contract (i.e. "electronic signature" through a process such as DocuSign®). In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of the Contract is sought.

39. TERMINATION FOR CAUSE. This Contract may be terminated by the City for cause in the event of any breach hereof, including but not limited to, Contractor's:

- (a) Failing to carry forward and complete Work in accordance with the requirements hereof;
- (b) Failing to comply with applicable laws, regulations, permits, or ordinances’;
- (c) Failing to timely commence or continuously and vigorously pursue correction of defective work;
- (d) Making a general assignment for the benefit of its creditors;
- (e) Having a receiver appointed because of insolvency;
- (f) Filing bankruptcy or having a petition for involuntary bankruptcy filed against it;
- (g) Failing to make prompt payments, when properly due, to Subcontractors, vendors, or others for materials or labor used in the work; or
- (h) Making material misrepresentation to the City regarding Work or performance thereof.

The City shall provide Contractor with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of termination. Such notice shall state the nature of the deficiency and, at the City’s sole judgement and discretion, may afford Contractor an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take possession of the work and finish the work by whatever method(s) the City deems expedient and the Contractor and his Sureties shall be liable to the City/Owner for any excess cost incurred by the City. In such case, Contractor shall not be entitled to receive any further payment until the work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing work, including compensation for additional managerial and administrative services, the excess will be paid to Contractor. If the expense exceeds the unpaid balance, Contractor shall pay the difference to the City in addition to applicable liquidated damages. The expense incurred by the City and the damage incurred through Contractor’s default will be certified by the City.

40. TERMINATION FOR CONVENIENCE. Notwithstanding any other provision of this Contract, the City, may terminate this Contract or any Work issued under it, in whole or in part, at any time, with or without cause, upon thirty (30) days written notice to the Contractor. Upon receiving notice of termination, the Contractor shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services or facilities except as needed to continue any portion of the Work that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or Subcontracts related to the terminated Work.

In the event of such termination, the Contractor shall be compensated for acceptable services

rendered prior to the date of termination and for materials ordered prior to the receipt of notice of termination that cannot be returned to the Vendor. Any such materials and any services rendered by the Contractor shall become the property of the City.

Contractor waives all claims for compensation in excess of that which is specifically provided for herein, including but not limited to loss of anticipated profits; idle equipment, labor, facilities; and claims of Subcontractors and vendors.

41. BANKRUPTCY If the Contractor shall be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of his property; or if it should persistently or repeatedly refuse or fail to make prompt payment to a person(s) supplying labor or materials for the Work under the Contract; or persistently disregard instructions of the Purchasing & Contracting Administrator; or fail to observe or perform any provisions of the Contract Documents; or otherwise be guilty of a substantial violation of any provisions of the Contract Document, then the City may -- by at least five (5) days prior written notice to the Contractor -- without prejudice to any other rights or remedies of the City under the Contract, terminate the Contractor's right to proceed with the work. In such event, the City may take over the Work and proceed with same to completion -- by Contract or otherwise -- and the Contractor and its Sureties shall be liable to the City for any excess cost incurred by the City. In such case, the City may take possession of and utilize in completing the work, such necessary materials, appliances, and plant as may be on the site of the project. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the Contract Documents.

42. PUBLIC RECORDS. Records of the Contractor that are made or received in the course of performance of the Contractor's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Fla. Stat. and accordingly Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Fla. Stat. In the event the Contractor receives a request for any such records, the Contractor shall notify the City and comply with Chapter 119, Fla. Stat. The Contractor shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Contractor hereby agrees to comply with the following:

1. As provided in Section 119.0701, Florida Statutes, the Contractor is required to, and by executing this Contract, the Contractor agrees to:
  - (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the City.

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

2. The term "public record" as used in this provision includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

**IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, [wanda.wells@titusville.com](mailto:wanda.wells@titusville.com), 555 S. WASHINGTON AVE., TITUSVILLE, FL 32796.**

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Contract upon the terms and conditions above stated.

**CONTRACTOR:**

Benro Enterprises dba/Rocha Controls  
5025 Rio Vista Ave  
Tampa, FL 33634

By [Signature]

Name: MARK B. TYL

Title: Corporate Secretary

Date 8/4/2022

**OWNER:**

City of Titusville  
555 S. Washington Avenue  
Titusville, FL 32796

By [Signature]

Daniel E. Diesel, Mayor

Date 8-29-22



ATTEST

[Signature]  
Wanda F. Wells, City Clerk

APPROVED AS TO FORM:

[Signature]

Richard C. Broome, City Attorney

Date 8-24-2022

APPROVED AS TO CONTENT:

[Signature]

William S. Larese, City Manager

Date 24 Aug 22

Staff Review & Preparation:

[Signature] Date 8/4/2022

Leslie A. Rothering, Purchasing & Contracting Administrator

[Signature] Date 8/11/22

Sean L. Stauffer, P.E. - Water Resources Director

## **SAFETY REQUIREMENTS**

### **PURPOSE**

The Safety Requirements for Contractors and Subcontractors is intended to assure the safety of City of Titusville employees and the public who may be in proximity to renovation, demolition, installation, or maintenance operations conducted by Contractors or Subcontractors. Every Contractor is expected to take steps as necessary to protect the safety and health of City employees, visitors and the public during the performance of their work. Each Contractor that coordinates the work of Subcontractors shall assure that they abide by the requirements outlined herein.

### **APPLICATION**

Each department that coordinates or uses the services of a Contractor to perform maintenance, repair, installation, renovation or construction-related operations is expected to designate one or more persons to coordinate this program within his or her department. These Project Managers or Project Coordinators will assure that the Contractor is:

- Informed of the presence of hazards in or near the work area.
- Informed about requirements related to asbestos, lead, confined space entry, lockout/tagout, hot work, maintenance of traffic and excavation operations.
- Aware of the City's expectations regarding safety compliance and the control of worksite hazards.

### **SCOPE**

This program applies to all City of Titusville projects, and to all work performed by Contractors or Subcontractors on City of Titusville properties

### **GENERAL REQUIREMENTS**

A copy of this document shall be made available upon request to prospective bidders/offerors at the pre-bid/pre-proposal conferences for the work. This document shall be either included with, or referenced in, the contract documents. Submittals, where required from the Contractor by this document, shall be made in writing directly to the Purchasing and Contracting Division and copied to the Project Manager/Coordinator. Submittals shall be made sufficiently in advance to avoid delay of the project.

Where review, approval, or coordination of submittals is required, submittals shall be made at least ten (10) working days prior to the start of the project unless prior arrangements have been made. Post-job submittals, where required as outlined in this document, shall be made no later than fifteen (15) working days after completion of the project or as specified herein.

The Contractor shall provide the Project Manager/Coordinator with emergency contact phone number(s), usable 24 hours a day, for the Contractor's representative.

The Contractor bears sole responsibility for the safety of his or her employees. The Contractor is expected to take all steps necessary to establish, administer, and enforce safety rules that will meet the current requirements of the Occupational Safety and Health Administration (OSHA) and any other state

or local standards, regulations or codes. These regulations include, but are not limited to:

- Title 29 of the Code of Federal Regulations (CFR) Parts 1910, Occupational Safety and Health Administration (OSHA) Standards for General Industry,
- Title 29 of the Code of Federal Regulations (CFR) Parts 1926, Occupational Safety and Health Administration (OSHA) Standards for the Construction Industry.

The Contractor bears sole responsibility for communication of safety-related information and requirements to his or her Subcontractors. The Contractor shall assure that his or her Subcontractors comply with the requirements outlined herein.

### **CONTROL OF FUGITIVE EMISSIONS**

The Contractor shall take all necessary precautions to control or contain fugitive emissions from the job site. Fugitive emissions include, but are not limited to:

- Nuisance dust,
- Chemical odors/vapors,
- Hazardous materials (such as lead dust or asbestos), and
- Noise.

Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA, the contractor shall submit a written plan to the Project Manager/Coordinator prior to the work. This plan shall detail the methods that will be employed by the Contractor to limit, control or eliminate exposure of City employees or the public to these hazards. Where engineering controls will not control fugitive emissions of these chemicals or materials or are not feasible, the contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, during the start of work and whenever there is a change in procedure, process, or chemical or material used. A copy of the monitoring results shall be submitted to the Project Manager/Coordinator within 24-hours of receipt by the Contractor.

### **ACCIDENTAL SPILLS AND RELEASES**

In the event of an accidental release or spill of chemicals or other hazardous materials the Contractor shall:

- Immediately take action as appropriate to contain the spill if this action can be taken without jeopardizing the health or safety of employees,
- Notify the fire department, or other entities as needed or required,
- Contact Human Resources Risk Manager at 321-567-3730, and
- Contact the Project Manager/Coordinator.

All costs associated with responding to or remediation of a chemical or hazardous material spill or release is the responsibility of the Contractor.

### **OTHER POTENTIAL SAFETY HAZARDS**

The Contractor shall abide by the requirements of any sign posted in a building that requires the use of specific personal protective equipment, that restricts access to qualified or authorized persons only, or that establishes requirements for entry.

### **SPECIFIC PROGRAM REQUIREMENTS**

## **ASBESTOS AND SUSPECT ASBESTOS CONTAINING MATERIALS**

It will be the responsibility of the Contractor to provide his or her own asbestos awareness program which shall include, but is not limited to, the information contained in this section and the OSHA asbestos-related regulations (29 CFR 1926.1101). Verification that this training has been conducted shall be supplied to the City upon request.

Contractors employed by the City to perform building or facilities-related maintenance, repair or renovation shall be informed by the Project Manager/ Coordinator of the location of suspect and known asbestos-containing materials (ACM) in the work area(s) to which they are assigned by one of the following means:

- The Project Manager/Coordinator shall provide the Contractor with a copy of a an asbestos inspection report specific to their work and the materials that are to be disturbed, or
- Where the construction documents for a project clearly detail asbestos locations within the work area, these documents may serve in lieu of the inspection report.

An asbestos inspection report may, at the discretion of the Purchasing and Contracting Division, be prepared by an asbestos consultant licensed in Florida to perform the duties of Asbestos Inspector and Asbestos Management Planner.

Contractors shall, under no circumstances, damage or disturb suspect or known ACM unless they are a licensed Asbestos Abatement Contractor and have been specifically employed to perform asbestos repair or removal. If suspect asbestos materials are discovered during the course of the work, the Contractor shall stop work immediately and notify the Project Manager/Coordinator.

The Contractor shall not proceed with any change in work which requires a material to be disturbed that the asbestos inspection report, or construction documents show has not previously been tested (e.g. "suspect" ACM). If a change in the scope of work becomes necessary, the revised scope of work shall be reviewed and pre-approved by an authorized person.

Asbestos materials may not be used or installed in any City facilities.

## **LEAD-CONTAINING MATERIALS**

Contractors employed by the City to perform building or facilities-related maintenance, repair or renovation shall be informed by the Project Manager/Coordinator of the location of lead-containing building materials in the work area(s) to which they are assigned by one of the following means:

- The Project Manager/Coordinator shall provide the Contractor with a copy of a lead inspection report specific to their work and the materials that are to be disturbed, or
- Where the construction documents for a project clearly detail the location of lead-containing materials within the work area, these documents may serve in lieu of the inspection report.

A lead inspection report may, at the discretion of the Purchasing and Contracting Division, be prepared by a lead consultant licensed in Florida to perform the duties of Lead Inspector.

Contractors that will disturb lead-containing building materials during the course of the work shall take all necessary precautions to protect City employees, and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926.62 and applicable local, state and federal regulations. The Contractor shall submit a copy of his or her lead compliance program, as required by 29 CFR 1926.62(e), with required supporting

documentation for prior review and approval. This submittal shall be made sufficiently in advance of construction to avoid delay of the project.

A copy of the analytical report(s) for any personal air samples taken during the course of the work shall be provided to the City.

The Contractor shall not proceed with any change in work that requires a material be disturbed that the lead inspection report, or construction documents shows has not previously been tested unless pre-approved work procedures will be followed.

Where lead-containing materials will be disturbed or removed during the course of work, the Project Manager/Coordinator shall determine disposal requirements. If the lead-containing materials will constitute a hazardous waste, disposal of these materials shall be in accordance with applicable local, state and federal requirements. The disposal requirements must be established during the design of the project.

## **CONFINED SPACES**

When the Contractor must perform work that involves entry into a permit-required confined space, the Project Manager/Coordinator shall:

- Inform the Contractor that the workplace contains permit spaces and that permit space entry is allowed only through compliance with a permit space program meeting the requirements set forth by OSHA (1910.146).
- Apprise the Contractor of the elements, including the hazard(s) identified and the City's experience with the space that make it a permit-required confined space.
- Apprise the Contractor of any precautions or procedures that the City has implemented for the protection of City employees in or near permit spaces where contractor personnel will be working.
- Coordinate entry operations with the Contractor when both City personnel and contractor personnel will be working in or near permit spaces.
- Debrief the Contractor at the conclusion of the entry operations regarding the permit space program followed and any hazards confronted or created in permit spaces during entry operations.
- Provide a copy of the City of Titusville's Confined Space Entry Program to the Contractor upon request.

Information on City's Confined Space Entry Program and information on specific confined spaces on City of Titusville properties may be obtained by contacting the Water Resources at 321-567-3855.

Each Contractor who is retained to perform work that will require permit space entry operations shall:

- Coordinate entry operations with the Project Manager/Coordinator when both the Contractor and City personnel will be working in or near permit spaces,
- Inform the Project Manager/Coordinator in writing of the permit space program the Contractor will follow, including written certifications for Entry Supervisors, Attendants or Entrants.
- Inform the Project Manager/Coordinator of any hazards confronted or created in permit spaces during entry operations.
- Provide a copy of the Contractor's Confined Space Program to the City upon request.

- Inform the Project Manager/Coordinator in writing of the rescue services/team they will be using during permit entry.
- Provide a copy of the canceled permit(s) to the Project Manager/Coordinator and Water Resources at the conclusion of entry operations.

### **HAZARD COMMUNICATION**

Chemicals are used at City of Titusville facilities. Chemical use is routine in, but is not limited to, the following areas or locations:

- Laboratories.
- Fume hood exhausts on the roofs of laboratory buildings. (In general, signs have been posted on the roof access hatch or door restricting access to the roofs of buildings where fume hood exhausts are located).
- Chemical stock rooms.
- Chemical waste accumulation areas.
- Water Production and Reclamation Facilities
- Paint and chemical storage areas.
- Maintenance Facilities.

The Project Manager/Coordinator shall inform the Contractor of the following:

- Known hazards and any required safety procedures that must be followed in the Contractor's work area.
- Method for obtaining access to Material Safety Data Sheets (MSDS) for hazardous chemicals present in the Contractor's work area.
- Information about the labeling system used in the work area.
- Emergency procedures that the Contractor is to follow in the event of accidental exposures or releases of hazardous chemicals.

MSDS are required to be maintained and to be accessible to employees in each work area, and MSDS for all chemicals may be obtained from the Human Resources Risk Manager.

The Contractor shall maintain, on-site, MSDS for all hazardous chemicals used or stored at that job site. Copies of MSDS shall be provided to the Project Manager/Coordinator by the Contractor prior to start of work.

The Contractor shall take precautions to ensure hazardous chemicals or materials are handled and disposed of in accordance with federal and state regulations. Where a hazardous waste disposal manifest is required by these regulations, the Contractor shall Project Manager/Coordinator to assure that manifesting; storage, and the proposed disposal method and disposal site meet requirements. The Contractor shall supply a copy of the completed waste manifest to the Project Manager/Coordinator within 24-hours of receipt.

Where the Contractor has secured air samples documenting employee exposure to airborne chemical or particulate hazards during the course of their work, a copy of all air samples results shall be provided to the Project Manager/Coordinator within 24-hours of receipt by the Contractor.

## **ELECTRICAL SAFETY AND LOCKOUT/TAGOUT**

The Project Manager/Coordinator shall inform the Contractor of City of Titusville lockout/ tagout procedures.

The Contractor shall ensure that his/her personnel understand the City's energy control procedures and comply with the requirements of the City's lockout/tagout program.

A copy of the City's Electrical Safety and Energy Control Policy programs shall be provided to the Contractor upon request. If the Contractor will be using their own lockout/tagout procedure, the Project Manager/Coordinator shall ensure that City personnel in the work area understand the Contractor's control procedures and that they comply with the requirements of the Contractors' program. A copy of the Contractor's electrical safety and lockout/tagout programs shall be made and provided to the City before commencement of work.

## **TRENCHING AND EXCAVATIONS**

The Contractor shall coordinate trenching and excavation work with the Project Manager/Coordinator, and 1-800-SUNSHINE to assure the coordination of work and shutdown of utilities if necessary.

The design of sloping and benching systems, support systems, shield systems or other protective systems shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926 Subpart P.

Trenching or excavations below the level of the base or footing of any foundation or retaining wall, or adjacent to any utility, sidewalk or roadway, will not be permitted unless:

- A support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure, or
- The excavation is in stable rock, or
- A registered professional engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity, or
- A registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees or the structure.

This determination is the responsibility of the Contractor except as permitted, required or otherwise allowed by the project specifications or drawings. The Contractor shall notify the Project Manager/Coordinator of the name of the individual that is to serve as the Contractor's competent person as defined by this program and the OSHA regulations. The Contractor's designated competent person shall maintain a written log of the daily inspections made of excavations, adjacent areas, and protective systems. A copy of this written log shall be made available to the City upon request. Where the design of a sloping and benching system, support system, shield systems or other protective systems requires review and approval by a registered professional engineer, the Contractor shall submit a copy of the completed review to the Project Manager/Coordinator prior to start of work.

## **FALL PROTECTION**

Fall protection may be needed in work involving ramps, runways, and other walkways; excavations; hoists; holes; form work and reinforcing steel; leading edges; unprotected sides and edges; overhead

bricklaying and related activities; roofing; pre-cast concrete erection; wall openings; scaffolds; ladders; and other walking/working surfaces, in accordance with 29 CFR 1926 Subpart M. Protect employees working 6 feet (1.8 meters) or more above a lower level and those who may fall into dangerous equipment. Typical fall protection systems include controlled access zones, guardrails, fences, covers, safety nets, and personal fall arrests.

For work conducted for the City of Titusville in which fall hazards are present, use employees trained on how to recognize and minimize fall hazards and how to properly use fall protection systems and equipment. MAKE DOCUMENTATION OF TRAINING AVAILABLE to the City upon request.

## **HOISTS AND CRANES**

Designate a competent person who will inspect all machinery and equipment prior to each use, and during use, to make sure it is in safe operating condition. Repair deficiencies and replace defective parts before continued use. Install barricades to prevent injury to employees or passers-by (Reference 29 CFR 1926, Subpart N).

Do not exceed safe working loads. Take precautions to prevent physical contact with power lines either by maintaining adequate distance, use of insulating barriers, or de-energizing of power lines, as appropriate.

Properly anchor equipment and do not use roofs or walls for a supporting brace.

## **HOT WORK**

Contractors performing hot work shall maintain a Hot Work Permit Program complying with the OSHA requirements found in 29 CFR 1926.352, ANSI Z49.1-88 and NFPA 51B. Examples of hot work include, but are not limited to, use of open flames, compressed gases or supplied fuel burning, brazing, cutting, grinding, soldering, thawing pipe, torch applied roofing, and welding. A copy of the canceled permit(s) shall be provided to the Project Manager/Coordinator after completion of the work.

## **WORK AREA TRAFFIC CONTROL**

An approved traffic control plan is required in accordance with the Florida Department of Transportation and the Manual of Uniform Traffic Control Devices, Part VI.

## **PERSONAL PROTECTIVE EQUIPMENT**

Personal protective equipment such as hard hats, eye protection, foot protection, hearing protection, respirators, etc., shall be worn as required, in accordance with OSHA regulations.

### **Work Site Inspections**

Unannounced work site inspections may be conducted by City Safety Representatives or designated departmental personnel. These inspections are conducted solely for the benefit of the City, and shall not relieve the contractor of responsibility for enforcement of, and compliance with OSHA and other state and local regulations.

In the event that work site conditions exist that potentially impact the safety of City employees or the public, the inspector shall issue a verbal or written warning to the Contractor and shall notify the Project Manager/Coordinator. If the unsafe conditions cannot be immediately corrected and represent a danger

or have the potential to harm employees, or the public, then the inspector will:

- Detail the OSHA violations that were noted, and explain the potential impact upon employees, or the public,
- Require that the Project Manager/Coordinator have the Contractor stop work until the unsafe conditions can be mitigated,
- Issue a formal written report of the violations to the Contractor. This report shall be copied to the Project Manager/Coordinator.

Reports of deficiencies may be factored into the evaluation of the contract by the City, and may be included in a vendor complaint file that is available for review by other state agencies.

Repeat safety violations and/or a single serious, willful safety violation by a Contractor may warrant review and termination of the contract.

“Serious, willful safety violation” is defined, for the purposes of this program, as a work activity with a substantial probability that death or serious physical harm could result, and where the potential hazard was known or should have been known, but where the work activity was continued, regardless of the existence of the potential safety hazard.

## **Definitions**

**Competent Person:** As related to excavation, trenching or shoring work, the Contractor’s “competent person” means one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

**Confined Space:** A confined space is a space that is large enough for a person to enter, that has limited means for entry or exit, and that is not designed for continuous occupancy. Examples include tanks, silos, storage bins or hoppers, utility vaults, and pits.

**Purchasing and Contracting Division:** The Division of the Support Services Department at the City that has contracted for work to be performed by a Contractor.

**Contractor:** An entity or agency employed by the City to perform the installation or maintenance of equipment, or the renovation or construction of a building, room or facility on City property.

**Lockout/Tagout:** A program used to ensure that employees are protected from sources of potentially hazardous energy. The program requires that hazardous energy sources be identified and locked and/or tagged-out before work is done on the system(s).

**Maintenance of Traffic:** Maintenance of Traffic is a reference to the Florida Department of Transportation requirement for an approved traffic control plan and FDOT certification of contractor personnel responsible for supervision, placement, maintenance or inspection of work zone traffic control, in accordance with the FDOT Roadway and Traffic Design Standards, Index 600 and Part VI of the Manual of Uniform Traffic Control Devices.

**Permit-required confined space:** A permit-required confined space is a confined space that contains potential or known safety hazards that must be dealt with prior to or during entry to assure the safety of those employees performing the work.

**Project Manager/Coordinator:** The individual(s) within a Department that has been assigned duties related to oversight or coordination of work performed by a Contractor as defined in this program.