



ROCHA CONTROLS

**5025 West Rio Vista Avenue
Tampa, FL 33634
813-628-5584**

REQUEST FOR QUALIFICATIONS

City of Titusville



Rocha Controls - Municipal and Industrial Control Systems
5025 W. Rio Vista Avenue
Tampa, FL 33634
813-628-5584 Tel
813-664-6713 Fax

Introduction

Rocha Controls is a full-service Systems Integrator specializing in Supervisory Control and Data Acquisition (SCADA) systems, Programmable Logic Controllers (PLCs), Instrumentation, SCADA Telemetry, Industrial Networks, Variable Frequency Drive (VFD) and Motor Control Center (MCC) installations. While specializing in water and wastewater treatment applications, we also have extensive experience in a wide variety of industrial process applications and custom database development to provide sophisticated automatic process control and reporting.

Based in Tampa, Florida, Rocha Controls can provide any mix of the following services: shop drawings, UL Control panel fabrication, HMI/PLC programming, instrumentation installation, repair, maintenance and calibration, radio frequency path studies, installation supervision, testing, startup, training and O&M manual preparation as well as consulting, construction management and design assistance. Rocha Controls leases 10,000 square feet of office and industrial space with an air conditioned UL508 certified panel assembly shop.

Rocha Controls is a registered Professional Engineering Firm and a registered State Electrical Contractor with on-staff FL Licensed PEs. We consist of a highly experienced group of Controls Engineers, Programmers, Technicians and Designers. We currently have 29 full-time employees including Professional Engineers, Programmers for SCADA, PLCs and communications systems, Field Service Technicians, Engineers/Designers and Panel Assembly Technicians. Rocha Controls maintains general liability and workers' compensation insurance, surety coverage and an active line of credit.

Founded in 1997, Rocha Controls has completed over two thousand projects worth totaling over \$50M. With annual sales exceeding \$6.0 Million, Rocha Controls has adequate financial, infrastructure and human capital to provide the highest quality services and be price competitive on large and small projects. This is accomplished by having working principals, low overhead and our ability to outperform competitors through efficient and hard work by our experienced staff.

***Rocha Controls meets all of the minimum qualifications described in item 1.16 Minimum Qualifications

Thank you for your interest in Rocha Controls, we look forward to the opportunity of working with you.

If you have any questions please call me on my cell phone at 813-267-3235 or email rocha@rochacontrols.com

Sincerely,

President

TABLE OF CONTENTS

1 LETTER OF INTRODUCTION

2 TABLE OF CONTENTS

3 BACKGROUND OF THE FIRM

4 ORGANIZATION PROFILE

5 PROJECT EXPERIENCE

6 PRICE PROPOSAL

7 REQUIRED FORMS



Rocha Controls
*Municipal & Industrial
Control Systems*

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Tampa, FL 33634

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3 BACKGROUND OF THE FIRM

Background



Rocha Controls is a full-service Systems Integrator specializing in Supervisory Control and Data Acquisition (SCADA) systems and telemetry, Rockwell Programmable Logic Controllers (PLCs), Human Machine Interface (HMI) programming with Wonderware, Process Instrumentation setup, calibration and troubleshooting, Industrial Networks, Electronic Access Control and Closed-Circuit Television Security Systems. Rocha Controls specializes in water and wastewater treatment applications. We also have extensive experience in working with existing and designing new ethernet based telemetry, cellular and radio communication systems and networks.

Based in Tampa, Florida, Rocha Controls can provide any mix of the following services: shop drawings, UL Control panel fabrication, HMI/PLC programming, instrumentation installation, repair, maintenance and calibration, radio frequency path studies, installation supervision, testing, startup, training and O&M manual preparation as well as consulting, construction management or design assistance. Rocha Controls leases 10,000 square feet of office and industrial space with an air conditioned UL508 certified panel assembly shop.

Rocha Controls is a registered Professional Engineering Firm and a registered State Electrical Contractor. We consist of a highly experienced group of Controls Engineers, Programmers, Technicians and Designers. Each team member has between 15 to 30 years of experience working with water and wastewater municipalities. Our full-time employees include Professional Engineers, Electrical Design Engineers, Programmers (for SCADA, Rockwell PLCs, HMI Wonderware and communications systems), Field Service Technicians, and Panel Assembly Technicians. Rocha Controls maintains general liability and workers' compensation insurance, surety coverage and an active line of credit. We will provide the best team members suited for each project and task.

Founded in 1997, Rocha Controls has completed over two thousand projects worth totaling over \$50M. Rocha Controls has adequate financial, infrastructure and human capital to provide the highest quality services and be price competitive on large and small projects. This is accomplished by having working principals, low overhead and our ability to outperform competitors through efficient and hard work by our experienced staff.

Rocha Controls' entire staff is located at 5025 W Rio Vista Avenue, Tampa Florida 33634.

The primary points of contact and authorized representatives will be:

- Company President: Raymond Rocha – who will provide estimating, scope development and project quality control. Cell Phone # 813-267-3235
- Company Director of Operations: Mark B. Tyl, P.E. – who will provide project management and coordination. Cell Phone # 813-924-3169

All project tasks and work orders will come through Raymond Rocha and Mark Tyl for development of services scope of work, budgets and schedules. They will both provide continuous monitoring of the projects. Mr. Tyl conducts a weekly project review meeting with Engineers and Programmers to check on the project's schedule and budget status. Our Engineers and Programmers will work directly with the client's administrative staff, engineers and operators during the project to ensure all the client's project requirements and design standards are met. Any issues identified with the design, schedule and budget will be brought to the attention of the client prior to additional action being taken.

Additionally, we have provided Mr. Rocha's and Mr. Tyl's cell phone numbers for direct access and emergency contacts as needed during projects. We declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal, Mark B. Tyl, P.E., has the authority to bind the principal proponent. Note per the RFP Document Rocha Controls has not been involved in any litigation or lawsuits over the past 3 years.



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4 ORGANIZATION PROFILE

ORGANIZATION PROFILE

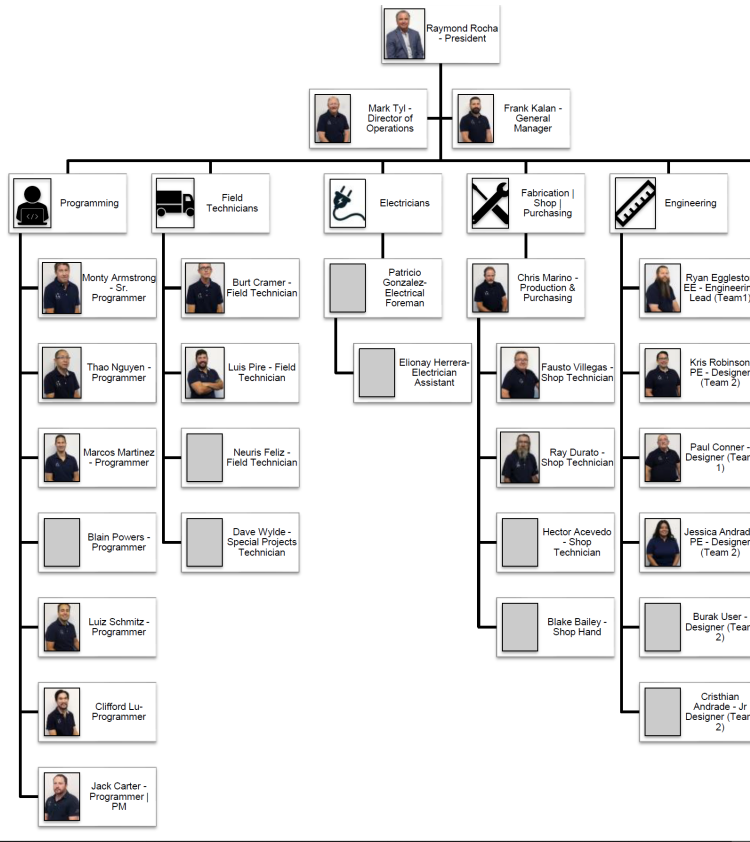


SUMMARY OF STAFF QUALIFICATIONS

Supervisor for Project
Home Location

Mark Tyl
5025 W Rio Vista Avenue, Tampa, FL 33634

Organizational Chart - Note, all staff are Full Time

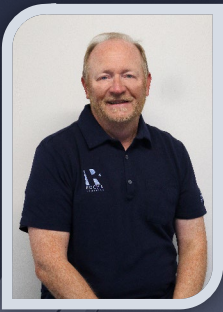


Key Personnel for Titusville

Mark Tyl - Project Supervisor

Marcos Martinez - Lead Programmer - providing programming and technical services associated with determining the modifications, repairs, and replacements of programmable logic controllers (PLCs), control panels including layout and wiring, telemetry remote terminal units (RTUs), electrical systems, and all of the computer software and hardware named in Section 1.17, Minimum Qualifications. Located in Tampa, FL. Office Hours are M-F 8AM-6PM and available for emergency response. Has capability and training that demonstrates competency to meet the specific SCADA System Integration Services needs of the City as described in Section 2.1.3, Qualification Requirements of RFP

Kris Robinson - Lead Design Engineer - providing engineering and technical services associated with determining the modifications, repairs, and replacements of programmable logic controllers (PLCs), control panels including layout and wiring, telemetry remote terminal units (RTUs), electrical systems, and all of the computer software and hardware named in Section 1.17, Minimum Qualifications. Located in Tampa, FL. Office Hours are M-F 8AM-6PM and available for emergency response. Has capability and training that demonstrates competency to meet the specific SCADA System Integration Services needs of the City as described in Section 2.1.3, Qualification Requirements of RFP



MARK TYL, PE

DIRECTOR OF OPERATIONS | PROGRAM MANAGER

FIELDS OF SPECIALIZATION

Water & Wastewater Design
Proposal Development & Management
Complex Project Management
Environmental & Regulatory Permitting
& Negotiations
Cost & Quality Control

EDUCATION LICENSURES & CERTIFICATIONS

Master of Business Administration
University of Tampa

Bachelor of Science in Civil Engineering
University of South Florida

Professional Engineer
License No. 63648
Florida

EXPERIENCE

30 Years of Experience

Mark Tyl has 30 years of engineering design and construction experience with local, state and federal agencies, DOD and private clients. As the Director of Operations for Rocha Controls, he oversees all projects starting with the initial stage of strategic planning, estimating and programming through the project design, procurement and construction oversight. Mark works closely with the programmers, and engineers ensuring design deliverables are met. During construction he works with the field staff and programmers to ensure compliance with construction documents, quality control, and adherence to contract schedules.

PROJECT EXPERIENCE

Hillsborough County NWWRF Expansion

Project Budget: \$ 1,664,591
Location: Hillsborough County
Completed: Aug 2019
Hardware: E&H: Level Transmitters. Siemens: Ultrasonic Level Transmitters, Magnetic Flow
Software: Not Applicable

Project included the improvements to Hillsborough County Northwest Regional Water Reclamation Facility to increase permitted capacity from 10 MGD to 30 MGD. Mark managed the project which included new headworks, inline flow equalization, new influent flow distribution box, new 5-stage Bardenpho biological treatment trains, retrofit existing aeration basins, new odor control system, new clarifier flow splitter box, new secondary clarifiers, new RAS pump station, new deep bed filters, new chlorine contact basins, new sodium hypochlorite storage tanks and associated chemical feed pumps, new effluent transfer pumps, new reclaimed water pumps, converting the reclaimed water storage tank to reject water storage tank, new prestressed concrete reclaimed water storage tanks, new power feed to the site, standby power facilities, instrumentation, yard piping and site work.

Mark further oversaw the design, fabrication and installation and testing of all project instrumentation and calibration for a plant expansion. Instruments included pressure gauges, switches and transmitters, flow meters, gas detectors, HACH analytical equipment (pH, ORP, Nitrate and phosphate), sludge blanket monitors, turbidity monitors, and level transmitters.

Punta Gorda Shell Creek RO Plant

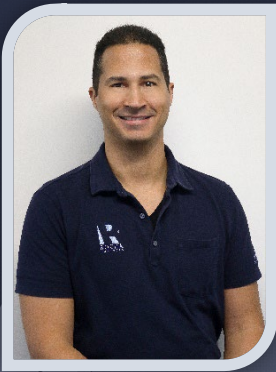
Project Budget: \$ 1,411,948
Location: City of Punta Gorda
Completed: Aug 2020
Hardware: Allen-Bradley ControlLogix and CompactLogix, Dell Servers and Workstations
Software: RS-Logix 5000, Trihedral VTSCADA, XL Reporter, Windows 10 Pro

Mark oversaw the completion of I&C design and construction to implement a new reverse osmosis water treatment plant major headworks process and control systems. This included providing new PLC control panels, instrumentation and fiber optic cable. Mark oversaw the integration of new SCADA software on three new workstations. Mark further oversaw panel design, fabrication, instrumentation, PLC/SCADA programming, calibration, fiber testing, checkout/startup, as-built documentation and training.

North Port SWWRF

Project Budget: \$ 1,150,850
Location: North Port
Completed: Dec 2019
Hardware: Allen-Bradley CompactLogix PLC Platform, Allen Bradley Panelview Plus 7
Software: Rockwell Studio 5000, SCADA Software - Wonderware Application Server 2017,

Mark Tyl was the PM for the complete I&C design and construction management of a ground-up water treatment plant in the West Villages that services 30,000 homes, industrial and commercial properties in the North Port Area. This project included the design and integration of all major aspects of the I&C system which included the plant's two primary control panels, major process control panels, complete SCADA network system, security camera system, and plant instrumentation.



MARCOS

MARTINEZ

PROGRAMMER/PROJECT MANAGER

Marcos Martinez has 10 years of project programming including the installation, verification and calibration of various instruments, such as thermocouples, resistance temperature detectors (RTDs), vacuum transmitters, Lower Explosive Limit (LEL) meters, Coriolis mass flow meters, magnetic flow meters, and pressure, proximity and ultrasonic level meters. Marcos also has experience troubleshooting of industrial power distribution, steam, hydraulic, pneumatic, air and water distribution systems. He has collaborated with original equipment manufacturer (OEM) vendors and supervised the electrical installation of new equipment. He has planned and developed projects using ControlLogix, PLC-5, RSView32, RSLogix 5000, RSLogix 500, RSLinx Gateway and FactoryTalk View. He is proficient with programming languages, such as assembler, C/C++, PLC Ladder Logic with knowledge of Java, PHP, XML, SQL and HTML. In addition, Marcos is knowledgeable in control networks DH+, RemoteIO, DeviceNet, ControlNet and Ethernet/IP for data and monitoring programs. Designed and drafted motor and electrical schematics piping and instrumentation diagrams (P& IDs) using CAD

FIELDS OF SPECIALIZATION

PLC Programming
HMI Programming
Wonderware SCADA Development
Instruments

EDUCATION LICENSES & CERTIFICATIONS

Bachelor of Science in Electrical Engineering
Pontificia Universidad Catolica Madre Y Maestra

Professional Leadership Development
KAMS Project Management HVAC Training

EXPERIENCE

12 Years of Experience

PROJECT EXPERIENCE

North Port SWWRF

Project Budget: \$ 1,150,850
Location: North Port
Completed: Dec 2019
Hardware: Allen-Bradley CompactLogix PLC Platform, Allen Bradley Panelview Plus 7
Software: Rockwell Studio 5000, SCADA Software - Wonderware Application Server

Mr. Martinez was the lead plc programmer for the Hillsborough County NWWRF Expansion from 10 to 30 MGD. Mr. Martinez worked closely with the Garney team and the other contractors to integrate the new equipment in the new ControlLogix PLC and Wonderware SCADA.

Mr. Martinez's tasks included the SCADA design, programming and implementation, the PLC's program design and final implementation.

City of Tampa - North Tampa Water Improvements Morris Bridge

Project Budget: \$ 391,000
Location: City of Tampa
Completed: Jul 2020
Hardware: Allen-Bradley ControlLogix, Redundant CPUs
Software: Citect HMI, Citect Historian, Rockwell Logix-5000

Mr. Martinez was the PLC programmer responsible of integrating the new High service pump, new Valves and instrumentation in the existing ControlLogix redundant PLC. Also migrated the GE Fanuc Generator program to the ControlLogix platform.

Cape Canaveral WRF

Project Budget: \$ 410,000
Location: Cape Canaveral, FL
Completed: Jul 2021
Hardware: AB Control Logix Controller, Chassis, Power Supplies, Digital Input Modules,
Software: RS-Logix 5000 V 20.19

Mr. Martinez was the programmer for the new PLC-4 Process Panel which improved the aeration and carbon dosing process.



KRIS ROBINSON, PE

DESIGN ENGINEER

Kristopher Robinson has 8 years of experience with Water, Wastewater, and Industrial projects. As a Design Engineer he is responsible for designing and managing instrumentation and control systems projects. Kristopher's experience includes managing submittals, reviewing shop drawings, compiling drawing packages (i.e. mechanical layout and design, electrical design, system integration, as-built drawings, etc.), cost estimation, compiling RFIs, proposals, writing construction reports, compiling operation and maintenance manuals, company representative at construction meetings and communicating effectively with clients and owners. Prior to joining Rocha Controls, he served as a graduate engineer with Atlas Engineering and as an engineering intern with Hillsborough County Public Utilities department

FIELDS OF SPECIALIZATION

- UL508A Industrial Control Panels Design
- UL698A Industrial Control Panels Relating to Hazards (Classified)
- Locations Design
- AutoCAD
- PLC Hardware and Control Systems Architecture
- Motor Controls, 3-Phase
- Field Instrumentation
- Microsoft Office
- 3D Modeling
- Technical Specification Writing
- Project Management

EDUCATION LICENSES & CERTIFICATIONS

Bachelor of Science in Civil Engineering - Water Resources
University of South Florida

Professional Engineer Control Systems
86527 Florida

Engineer Intern License No.
1100018705 Florida

Construction Quality
Management of Contractors
US Army Corps of Engineers

Tank Integrity Management
Steel Tank Institute

EXPERIENCE

20 Years of Experience

PROJECT EXPERIENCE

Hillsborough County NWWRF Expansion

Project Budget: \$ 1,664,591
 Location: Hillsborough County
 Completed: Aug 2019
 Hardware: E&H: Level Transmitters. Siemens: Ultrasonic Level Transmitters, Magnetic Flow Meters. Hach: Custom SC1000 Enclosures with a variety of Analytical
 Software: Not Applicable

Mr. Robinson was the Instrumentation Project Engineer/Consultant for the Hillsborough County NWWRF Expansion from 10 to 30 MGD. Mr. Robinson worked closely with the Garney/Wharton Joint Venture Design Build Team to produce the contract drawings and write specifications to deliver a product that will meet the wastewater treatment needs of the county until after 2040. The three year project involved several design iterations and an aggressive multi-process startup all while maintaining current plant operations.

North Port SWWRF

Project Budget: \$ 1,150,850
 Location: North Port
 Completed: Dec 2019
 Hardware: Allen-Bradley
 Software: Rockwell Studio 5000, SCADA Software - Wonderware Application Server

Mr. Robinson was the Project Engineer/PM for the complete I&C design and construction management of a ground-up water treatment plant in the West Villages that services 30,000 homes, industrial and commercial properties in the North Port Area. This project included the design of all major aspects of the I&C system which includes, the plant's two primary control panels, major process control panels, complete SCADA network system, security camera system, and plant instrumentation.

Mr. Robinson's tasks included the panel design, instrument evaluation, quality control of panel fabrication, factory testing and construction oversight.

Pinellas County Quantum Unity Upgrade

Project Budget: \$ 846,365
 Location: Pinellas County
 Completed: Apr 2022
 Hardware: Proworx 32 converted to Eco-structure Control Expert
 Software:

System Platform Application Server 2020 HMI

Mr. Robinson was the lead project engineer for the Pinellas County Quantum Unity Upgrades. He prepared hardware design for each PLC once the I/O was developed. He prepared and submitted draft shop drawings including bill of materials, mechanical and electrical drawings (wiring diagrams, back panel designs, and network architecture).



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5 PROJECT EXPERIENCE

Project Experience

Project Name:	Hillsborough County NWWRF Expansion
Owner Contact:	Hillsborough County, Will Schill, schillw@hillsboroughcounty.org (813) 712-9302
Scope:	<p>Project included the improvements to Hillsborough County Northwest Regional Water Recalamation Facility to increase permitted capacity from 10 MGD to 30 MGD. Work included new headworks, inline flow equalization, new influent flow distribution box, new 5-stage Bardenpho biological treatment trains, retrofit existing aeration basins, new odor control system, new clarifier flow splitter box, new secondary clarifiers, new RAS pump station, new deep bed filters, new chlorine contact basins, new sodium hypochlorite storage tanks and associated chemical feed pumps, new effluent transfer pumps, new reclaimed water pumps, converting the reclaimed water storage tank to reject water storage tank, new prestressed concrete reclaimed water storage tanks, new power feed to the site, standby power facilities, instrumentation, yard piping and site work.</p> <p>Rocha Controls worked on the design-build team and designed, fabricated, installed and tested all project instrumentation and calibration for a plant expansion. Instruments included pressure guages, switches and transmitters, flow meters, gas detectors, HACH analytical equipment (pH, ORP, Nitrate and phosphate), sludge blanket monitors, turbidity monitors, and level transmitters.</p>
Team:	Kris Robinson Burt Cramer Mark Tyl
Plant Size:	10 MGD to 30 MGD
Processes:	Headworks, Inline flow equalization, Influent flow distribution box, new 5-stage Bardenpho biological treatment trains, retrofit of existing aeration basins, Odor control system, Clarifier flow splitter box, Secondary clarifiers, RAS pump station, Deep bed filters, Chlorine contact basins, Sodium hypochlorite storage
Hardware:	E&H: Level Transmitters. Siemens: Ultrasonic Level Transmitters, Magnetic Flow Meters. Hach: Custom SC1000 Enclosures with a variety of Analytical Probes. Prominent: pH Analyzers. Ashcroft Pressure Indicators and Switches
Software:	Not Applicable
No. Of I/O	45 A.I.
Engineer:	Tetra-Tech
Prime Contractor:	Garney Construction & Wharton-Smith, Inc.
Beginning/End Contract Value & Details for changes	\$2,175,000/\$1,664,591 Deletions in scope work requested by County
Start Date:	Oct 2017
Completion Date:	Aug 2019

Project Name:	Punta Gorda Shell Creek RO Plant
Owner Contact:	Steve Leonard, Sr Utilities PM, 941-575-5059 sleonard@cityofpuntagordafl.com
Scope:	<p>Provided complete I&C design and construction to implement a new reverse osmosis water treatment plant major headworks process and control systems. This included providing new PLC control panels, instrumentation and fiber optic cable. Provided new SCADA software on three new workstations. Work included panel design, fabrication, instrumentation, PLC/SCADA programming, calibration, fiber testing, checkout/startup, as-built documentation and training.</p>
Team:	Ryan Eggleston Thao Nuyen Clifford Lu
Plant Size:	6 To 10 MGD Expansion
Processes:	Well field Pumping, RO Skid, High Service Pumps, Chlorination, Emergency Generator
Hardware:	Allen-Bradley ControlLogix and CompactLogix, Dell Servers and Workstations
Software:	RS-Logix 5000, Trihedral VTSCADA, XL Reporter, Windows 10 Pro
No. Of I/O	496 D.I, 176 D.O, 156 A.I, 56 A.O.
Engineer:	Tetratech
Prime Contractor:	Wharton-Smith
Beginning/End Contract Value & Details for changes	\$1,313,709/\$1,411,948 - Change orders - additional work requested by City
Start Date:	Oct 2018
Completion Date:	Aug 2020

Project Name:	North Port SWWRF
Owner Contact:	City of North Port, Robert Davies, (941) 221-2745 rdavies@cityofnorthport.com
Scope:	<p>The City of North Port's Southwest Water Reclamation Facility that included new Headworks Facility, Bioreactor system, two secondary clarifiers, Scum and RAS/WAS pump stations, Deep Bed Filters, Chlorine Contact Chamber, storage tanks and aerobic digestors. Rocha Controls provide the all instrumentation and controls for for the new facility. Work included the design and fabrication of two(2) PLC control panels,(13) various Lift Station control/starter panels, new network rack, computer servers/networking equipment for control room. Rocha Controls designed, started up and tested the process instrumentation including flow meters, level transmitters, and CL, TSS, pH, DO, ORP & Turbidity Analyzers. Work also included the supply, termination and testing of the fiber optic communications system.</p> <p>Rocha Controls provided the programming services for the SCADA development & conversion to the latest Wonderware version, including the screen and graphics development, process control development, and user interface.</p>
Team:	Kris Robinson Marcos Martinez
Plant Size:	2 MGD
Processes:	Headworks Facility, Bioreactor system, two secondary clarifiers, Scum and RAS/WAS pump stations, Deep Bed Filters, Chlorine Contact Chamber, storage tanks, deep well injection and aerobic digester
Hardware:	Allen-Bradley CompactLogix PLC Platform, Allen Bradley Panelview Plus 7
Software:	Rockwell Studio 5000, SCADA Software - Wonderware Application Server 2017, Microsoft SQL Server; WIN-911 Alarm Notification Software, and XLReporter
No. Of I/O	64 D.I., 32 D.O., 72 A.I., 16 A.O
Engineer:	Kimley- Horn; Bailey Engineering Consultants
Prime Contractor:	Garney Construction
Beginning/End Contract Value & Details for changes	\$1,150,850 (No change)
Start Date:	Mar 2019
Completion Date:	Dec 2019

Project Name:	Pinellas County Quantum Unity Upgrade
Owner Contact:	Tom Menke Engineering Section Manager Pinellas County Utilities 14 S. Ft. Harrison, Clearwater FL 33756 (727) 453-3611 tmenke@pinellascounty.org
Scope:	<p>Project consisted of design/build (D/B) services to upgrade forty-eight (48) Programmable Logic Controllers (PLCs) at: 1) S.K. Keller Water Treatment Facility (WTF), 2) W.E. Dunn Water Reclamation Facility (WRF), 3) South Cross Bayou WRF and 4) several ancillary boosters pump stations. The scope of work included replacement of outdated Schneider Electric Quantum and Momentum series PLCs with new M340 or M580 platforms, ancillary components and systems</p>
Team:	Kris Robinson Jessica Andrade Monty Armstrong Jack Carter
Plant Size:	South Cross - 30 MGD Dunn 10 MGD
Processes:	Modicon Quantum PLCs converted to Schneider Elect M580 PLCs
Hardware:	Proworx 32 converted to Eco-structure Control Expert
Software:	System Platform Application Server 2020 HMI
No. Of I/O	2576 D.I., 1536 D.O., 888 A.I., 416 A.O.
Engineer:	Rocha Controls
Prime Contractor:	Rocha Controls
Beginning/End Contract Value & Details for changes	\$846,365 (No change)
Start Date:	Nov 2020
Completion Date:	Apr 2022

Project Name:	City of Rockledge Waste Water Treatment Plant SCADA Phase 2
Owner Contact:	City of Rockledge, Brian Smith, (321) 221-7540
Scope:	Provided complete design and construction implement whole plant automation of a partially automated WWTP plant. This included providing/installing three (3) new PLC control panels and installing conduit/wire to all field devices as well as fiber optic cable between existing and new PLC control panels and a new SCADA system. Provided a new SCADA System consisting of two new servers and a new network rack. Provided monthly DEP reports. Work included panel design, fabrication, installation. New instrumentation. Conduit/wire/fiber design and installation. PLC/SCADA programming, Instrumentation calibration, fiber testing, checkout/startup, as-built documentation and training
Team:	Maurice Paul Conner Jr Thao Nguyen Blain Powers
Plant Size:	4.5 MGD
Processes:	Influent, clarification, aeration, RAS/WAS, Chlorine Disinfection, Emergency Generator, Reclaim High Service Pumping.
Hardware:	Allen-Bradley CompactLogix, Panelview Plus 7, SCADA Servers (2)
Software:	RS-Logix 5000, Citect 8.1, Windows Server 2012R2
No. Of I/O	8 D.I., 4 D.O.
Engineer:	Rocha Controls, Inc
Prime Contractor:	Rocha Controls
Beginning/End Contract Value & Details	
for changes	\$321,000/\$323,290 - Changes requested by City
Start Date:	May 2020
Completion Date:	Oct 2020



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6 PRICE PROPOSAL

2.2 PRICE PROPOSAL

**Supervisory Control and Data Acquisition (SCADA) System Integration
Services Proposal #22-P-043/TB**

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained within the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal. Prices include all supervision, labor, materials, supplies, tools, equipment, transportation, and all other incidentals required to perform the services as contained herein.

2.2.1. HOURLY RATES & LIST PRICE PLUS PERCENTAGE:

ITEM NO.	DESCRIPTION	WORKDAY \$/HR	OVERTIME \$/HR	HOLIDAY \$/HR
1.	Panel Builder	\$ _____	\$ _____	\$ _____
2.	Electrician	\$ _____	\$ _____	\$ _____
3.	Designer	\$ _____	\$ _____	\$ _____
4.	Engineer	\$ _____	\$ _____	\$ _____
5.	Field Service Technician	\$ _____	\$ _____	\$ _____
6.	Programmer	\$ _____	\$ _____	\$ _____

PLEASE COMPLETE:

Parts, equipment, supplies and rental vehicles shall be charged at actual expense plus _____%.

Price Schedule Terms:

- A. Rates shall include all miscellaneous expenses such as travel, profit, overhead, etc.
- B. Listed Overtime and Holiday rates apply to emergency response services if applicable. The contractor shall be open to reasonable negotiation of the use of regular rates for pre-scheduled services during overtime periods.
- C. Other RFP terms and conditions apply.

Provide rates for all items on this form. Bidding contractors may attach a separate hourly rate schedule for any additional positions, as long as this form is completed.

For satisfactory services rendered by Contractor, City will pay for the work performed or portion thereof at the Contract prices and terms stated above, provided that such services have been accepted by the City and properly invoiced by the Contractor. Services shall be on as needed basis and when requested by the City.


2.2.2. MAXIMUM EMERGENCY RESPONSE TIMES:

Proposer acknowledges that based on assessment of contractor location and staff communications and mobilization capability, the contractor offers the following maximum response times to any City emergency service request issued 24/7 via City telephone call to the designated contractor project manager. The arrival response time reflects a multi-disciplined contractor field crew dispatched from the contractor main shop location possessing field services experience and capability to troubleshoot and initiate emergency service for critical OT infrastructure of the City. Do not base arrival time on transit from sales office or temporary office locations.

PLEASE COMPLETE:

- A. Initial Staff acknowledgement of City request via Phone: 60 minutes following City request
- B. Contractor crew arrives at City of Titusville jobsite: 4 hours following City request

2.2.3. CONTRACTOR'S PROPOSAL INFORMATION AND SIGNATURE:

COMPANY NAME AND ADDRESS:		PHONE # <u>813-628-5584</u>
Benro Enterprises DBA Rocha Controls		FAX # _____
5025 W RIO VISTA AVENUE		E-MAIL: <u>RROCHA@ROCHACONTROLS.COM</u>
TAMPA, FL 33634		FEIN # <u>59-3425954</u>
AUTHORIZED SIGNATURE: 		
PRINTED SIGNATURE: <u>MARK TYL</u>		
TITLE: <u>CORPORATE SECRETARY</u>		
EMAIL: <u>MTYL@ROCHACONTROLS.COM</u>		
COMPANY WEBSITE: <u>ROCHACONTROLS.COM</u>		
DATE SIGNED: <u>6/1/2022</u>		DATE DUE: <u>JUNE 16, 2022 @ 3:30 pm</u>

Addendum Acknowledgment:

Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

- Addendum No: _____ Date Issued _____
- Addendum No: _____ Date Issued _____
- Addendum No: _____ Date Issued _____
- Addendum No: _____ Date Issued _____



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7 REQUIRED FORMS

SECTION IV

REQUIRED FORMS

Forms to be completed

- 1. Proposal Signature Page** (including Hourly Rates, Emergency Response Times, Proposal Information and Signatures and Addendum Acknowledgements)
- 2. Reference Form**
- 3. Drug Free Workplace**
- 4. Public Entity Crime**
- 5. E-Verify**
- 6. Debarment**
- 7. Scrutinized Company List**
- 8. Non-Collusion Affidavit form**
- 9. Conflict of Interest Disclosure form**
- 10. Draft Contract (Do not complete)**
- 11. Copies of all applicable licenses shall be included in this section.**

REFERENCE FORM

This form is to be utilized to provide general information about your firm/company to the City of Titusville. Please submit this form with your sealed proposal.

Name of Company _____ Fed I.D. # _____

Business Tax Receipt/Occupational License Number (as applicable): _____

City of Titusville Yes or No: Other (City/County/Etc.) _____

Please answer the following:

1. Number of years your firm/company has been in business: _____ years.
2. Is your firm incorporated in the State of Florida? _____ Yes _____ No
3. Number of years your firm/company has provided the type of service required by the Request For Proposal (RFP): _____ years.
4. Headquarter address if different from business address _____

References

5. Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

Staff Assigned & Title: _____

6. Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

Staff Assigned & Title: _____

7. Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

Staff Assigned & Title: _____

8. Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

Staff Assigned & Title: _____

9. Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

Staff Assigned & Title: _____

10. Business/Organization (Name): _____

Address: _____

Contact Person (Name): _____ Telephone: _____

Fax and/or Email: _____

Date of Service: _____ Contract Total: _____

Description of Service: _____

Staff Assigned & Title: _____

Name and Title of Person Completing Form:	
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DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid.

In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph. (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction. (5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

MARK TYL, CORPORATE SECRETARY, 6/5/2022

Vendor's Signature, Title, Date

Notary Public Information

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5 day of JUNE, 2022, by

(year)

FRANK KALAN

(name of person acknowledging).

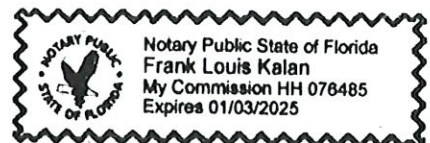
(Signature of Notary Public - State of Florida)

Frank Kalan

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____

Type of Identification Produced _____



PUBLIC ENTITY CRIMES

Any person submitting a bid, proposal or reply in response to this invitation or a contract, must execute the enclosed form PUR. 7069, sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or proposal may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

A public entity may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into a contract (formal contract or purchase order in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO) to provide goods or services to **THE CITY OF TITUSVILLE**, a person shall file a sworn statement with the contracting officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR BID, PROPOSAL OR REPLY DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE, PROPOSAL OR BID.

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with the _____, Bid/Proposal for THE CITY OF TITUSVILLE.

2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification (FEIN) is _____.

3. My name is _____ (please print name of individual signing) and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

(1) A predecessor or successor of a person convicted of a public entity crime; or

(2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

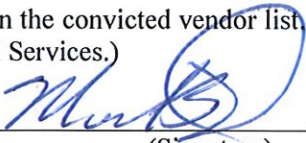
_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)



(Signature)
Date: 6/5/2022


Notary Public Information

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5 day of JUNE, 2022, by

MARK TYL (year)

(name of person acknowledging).

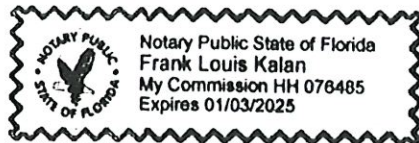


(Signature of Notary Public - State of Florida)
Frank Kulan

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known X OR Produced Identification _____

Type of Identification Produced _____



**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

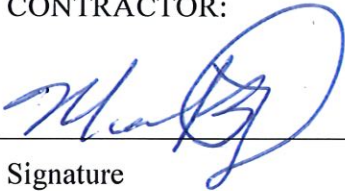
Contractor Covered Transactions

- (1) The prospective contractor BENRO ENTERPRISES INC DBA ROCHA CONTROLS of the City of Titusville, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

BENRO ENTERPRISES INC DBA ROCHA CONTROLS

CONTRACTOR:



Signature

MARK TYL / CORPORATE SECRETARY

Name and Title

CITY OF TITUSVILLE:

Contract Number

5025 W RIO VISTA AVENUE

Street Address

TAMPA, FL 33634

City, State, Zip

6/5/2022

Date

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Affiant, by virtue of the signature below, certifies that:

1. The Business address of _____ (name of bidder or contractor) is _____.
2. My relationship to _____ (name of bidder or contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. _____ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. _____ (name of the bidder or contractor) is not 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.

7. BENRO ENTERPRISES INC DBA ROCHA CONTROLS (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Signature

MARK TYL

Printed Name

CORPORATE SECRETARY

Title

BENRO ENTERPRISES INC DBA ROCHA CONTROLS

Name of bidder or contractor

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5 day of JUNE, 2022, by MARK TYL.
(year) (name of person acknowledging).

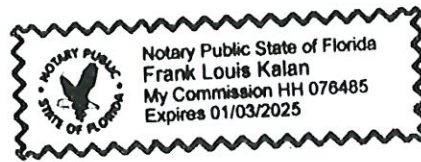
(Signature of Notary Public - State of Florida)

FRANK KALAN

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known x OR Produced Identification _____

Type of Identification Produced _____



FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

BID CERTIFICATION FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of Bid) STATE OF FLORIDA)

) SS.

COUNTY OF HILLSBOROUGH)

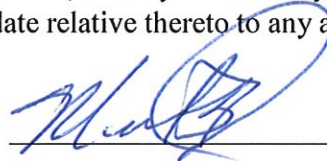
being first duly sworn, deposes and says that he is

CORPORATE SECRETARY

(Sole owner, a Partner, President, Secretary, etc.)

of

the party making the foregoing Proposal or Bid that such Bid is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against CITY any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.



(Bidder)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5 day of JUNE, 2022, by MARK TYL.
(year) (name of person acknowledging).



(Signature of Notary Public - State of Florida)

FRANK KALAN

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

- 1) I MARK TYL, CORPORATE SECRETARY (printed name) am the (title) and the duly authorized representative of the firm of BENRO ENTERPRISES INC DBA ROCHA CONTROLS (Firm Name) whose address is, 5025 W RIO VISTA AVENUE TAMPA, FL 33634 and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
- 2) Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and
- 3) This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: 

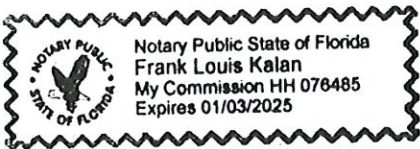
Printed Name: MARK TYL

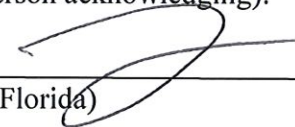
Firm Name: BENRO ENTERPRISES INC DBA ROCHA CONTROLS

Date: 6/5/2022

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5 day of JUNE, 2022, by MARK TYL.
(year) (name of person acknowledging).




(Signature of Notary Public - State of Florida)

FRANK KALAN
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

Name of Certification / Training	Cert No.	Program	Entity Certified / Employee Name	Certifying Body	Date of Cert	Expiration Date of Cert	Certifying Sponsor (Employee/Sub)
Certificate of Partnership - Certified Operate - System Integrator		AVEVA System Platform	Rocha Controls	Aveva Partner Network	7/7/2021	NA	NA
Certificate of Partnership - Certified Operate - System Integrator		InTouch	Rocha Controls	Aveva Partner Network	7/7/2021	NA	NA
CSI AVEVA Application Server 2020 Exam		AVEVA System Platform	Marcos Martinez	Aveva Partner Network	6/3/2021	NA	NA
CSI AVEVA Historian Server 2020 Exam		AVEVA System Platform	Marcos Martinez	Aveva Partner Network	6/9/2021	NA	NA
CSI AVEVA InTouch for System Platform 2020 Exam		AVEVA System Platform	Marcos Martinez	Aveva Partner Network	6/17/2021	NA	NA
CSI AVEVA Application Server 2020 Exam		AVEVA System Platform	Luiz Schmitz	Aveva Partner Network	6/4/2021	NA	NA
CSI AVEVA Historian Server 2020 Exam		AVEVA System Platform	Luiz Schmitz	Aveva Partner Network	6/9/2021	NA	NA
CSI AVEVA InTouch for System Platform 2020 Exam		AVEVA System Platform	Luiz Schmitz	Aveva Partner Network	6/17/2021	NA	NA
Dynasonics DXN Portable Hybrid Ultrasonic Flow Meter Product Training			Rocha Controls	Badger Meter	8/28/2019	NA	NA
Citect SCADA 2016 Configuration Exam	121851-13500-24052018		Thao Nguyen	Schneider Electric	5/24/2018	NA	NA
Citect SCADA 2016 Configuration Exam	122041-13502-29052018		Blain Powers	Schneider Electric	5/59/2019	NA	NA
Citect SCADA 2016 Programming with Cicode Exam	122040-13501-29052018		Thao Nguyen	Schneider Electric	5/29/2018	NA	NA
Citect SCADA 2016 Architecture and Redudancy Exam	121967-13499-25052018		Thao Nguyen	Schneider Electric	5/25/2018	NA	NA
ISA Certified Control Systems Technician Level I			Jack Carter	ISA	7/30/2021	NA	NA
UL 508A - Qualified Manufacturer Technical Representative			Burak User	UL	8/29/2021	8/28/2024	NA
VTScada Advanced Configuration			Thao Nguyen	Trihedral Engineering Limited	9/27/2018	NA	NA
VTScada Advanced Certified Integrator			Rocha Controls	Trihedral Engineering Limited	9/30/2018	NA	NA
Preferred Municipal System Integrator Training			Burt Cramer	Endress+Hauser, Inc	2/11/2016	NA	NA
Preferred Municipal System Integrator Training			Luiz Schmitz	Endress+Hauser, Inc	4/29/2021	NA	NA
Certificate of Completion - PT22 - Manage Today's Production Challenges with a Modern HMI			Luiz Schmitz	Rockwell Automation	12/17/2020	NA	NA
Motor Protection part One: the motor thermal model			Luiz Schmitz	GE Multilin	6/24/2020	NA	NA
ThinManager Certified			Marcos Martinez	Rockwell Automation	4/20/2020	NA	NA
BICSI Installer 2, Optical Fiber	330704		Burt Cramer	Building Industry Consulting Service International	3/12/2022	3/31/2025	NA
Professional Engineer	PE86527		Kris Robinson	State of Florida Department of Business & Professional Regulation	1/11/2019	NA	NA
Electrical Contracting License	EC13007809			State of Florida Department of Business & Professional Regulation		8/31/2022	Jerel Wayne Lewis
Professional Engineer	PE29389		Mark Tyl	State of Florida Department of Business & Professional Regulation	2/18/2011	NA	NA
Recognized Silver System Integrator Partner		Rockwell Automation PartnerNetwork	Rocha Controls	Rockwell Automation	10/22/2020	12/31/2022	
UL 508A - Qualified Manufacturer Technical Representative			Jessica Andrade	UL	3/14/2021	3/13/2024	NA
UL 508A - Qualified Manufacturer Technical Representative			Ryan Eggleston	UL	7/30/2021	7/29/2024	NA
PlantPax System Design and Configuration			Ryan Eggleston	Rockwell Automation	4/8/2022	NA	NA
PlantPax System Design and Configuration			Kris Robinson	Rockwell Automation	4/8/2022	NA	NA



Rocha Controls - Municipal and Industrial Control Systems
 5025 W Rio Vista Avenue
 Tampa, FL 33637
 813-628-5584 Tel
 813-664-6713 Fax

LETTER OF INSURABILITY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/14/2022

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		CONTACT NAME: Amanda Yoder-Carr	
CGB Insurance, LLC		PHONE (AC No. Ext): (813) 749-7948	FAX (AC. No): (813) 200-2120
2531 Green Forest Lane		E-MAIL ADDRESS: amanda@cgbinsurance.com	
#101		INSURER(S) AFFORDING COVERAGE	
Lutz FL 33558		INSURER A: Depositors Insurance Co	NAIC # 42587
		INSURER B: FCCI Insurance Co (WC)	10178
		INSURER C: National Union Fire Ins of Pittsburgh	13072
		INSURER D: Beazley Syndicates	
		INSURER E:	
		INSURER F:	
INSURED			
Benro Enterprises, Inc, DBA: Rocha Controls			
PO Box 20787			
Tampa FL 33622			

COVERAGES **CERTIFICATE NUMBER:** 2022-2023 Master **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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ACP GLDO 3086483761	03/07/2022	03/07/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA100067403-01	03/07/2022	03/07/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EBU 016860863	03/07/2022	03/07/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WI) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WC0100066376-02	03/07/2022	03/07/2023	<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 Per Occurrence 5,000,000 Aggregate Limit 5,000,000
A	<input type="checkbox"/> Professional Liability - Per Occurrence <input type="checkbox"/> Pollution Liability - Per Occurrence			CM100067404	03/07/2022	03/07/2023	Per Occurrence 5,000,000 Aggregate Limit 5,000,000

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

Raymond Rocha Excluded on WC
 Cyber Liability Policy; RPS-P-1027781M Limit \$3,000,000 Eff Date: 3/23/22-3/23/23- BCS Insurance

CERTIFICATE HOLDER	CANCELLATION
City of St Petersburg Construction Services & Permitting Division PO Box 2842 St Petersburg FL 33731	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

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Rocha Controls - Municipal and Industrial Control Systems
5025 W Rio Vista Avenue
Tampa, FL 33637
813-628-5584 Tel
813-664-6713 Fax

SURETY LETTER



7217 Benjamin Road
Tampa, FL 33634

(800) 480-3883 toll free
(813) 813-1109 fax
info@prosuregroup.com
www.prosuregroup.com

February 28, 2022

Re: **Benro Enterprises, Inc. d/b/a Rocha Controls**

To Whom It May Concern;

It is the privilege of ProSure Group, LLC to provide bonds on behalf of **Benro Enterprises, Inc. d/b/a Rocha Controls**. We have issued numerous performance and payment bonds for them without incident and all of their work has been performed in an exemplary fashion and they have fulfilled their financial obligations in a timely manner over the 24 years we have supported their bond needs. Overall, **Benro Enterprises, Inc. d/b/a Rocha Controls** is a valued client of both ours and the surety supporting their bond needs.

At the present time, Prosure Group, LLC provides a \$5,000,000.00 single project and \$8,000,000.00 aggregate bond line via Frankenmuth Mutual Insurance Company to **Benro Enterprises, Inc. d/b/a Rocha Controls**. As always, ProSure Group, LLC and the Surety reserve the right to perform normal underwriting at the time of any bond request, including and without limitation, prior review and approval of relevant contract documents, bond forms, and confirmation of project financing. Frankenmuth Mutual Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated "A" by A.M. Best Company.

Please feel free to contact our office if you have any questions on behalf of this client.

Very Truly Yours,

David B. Shick, Attorney-In-Fact
Frankenmuth Mutual Insurance Company



Rocha Controls - Municipal and Industrial Control Systems
 5025 W Rio Vista Avenue
 Tampa, FL 33637
 813-628-5584 Tel
 813-664-6713 Fax

STATE OF FLORIDA ELECTRICAL CONTRACTORS LICENSE



Florida
dbpr Department of Business
 & Professional Regulation

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Licensee Information

Name:	LEWIS, JEREL WAYNE (Primary Name)
Main Address:	ROCHA CONTROLS (DBA Name) 11704 PAINTED HILLS LANE TAMPA Florida 33624
County:	HILLSBOROUGH
License Location:	5025 W. RIO VISTA AVE TAMPA FL 33634
County:	HILLSBOROUGH

License Information

License Type:	Certified Electrical Contractor
Rank:	Cert Electrical
License Number:	EC13007809
Status:	Current,Active
Licensure Date:	01/31/2017
Expires:	08/31/2022

Special Qualifications Qualification Effective

Additional Business Qualification	01/31/2017
--	-------------------

Alternate Names

--

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STATE OF FLORIDA ELECTRICAL CONTRACTORS LICENSE



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES
Additional Business Qualification

LEWIS, JEREL WAYNE

ROCHA CONTROLS
5025 W. RIO VISTA AVE
TAMPA FL 33634

LICENSE NUMBER: EC13007809

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



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Licensee

Name:	BENRO ENTERPRISES, INC.	License Number:	29389
Rank:	Registry	License Expiration Date:	
Primary Status:	Current	Original License Date:	02/18/2011

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
63648	Current, Active	TYL, MARK BENEDICT	Registry	09/18/2017	Professional Engineer	02/28/2023

Page 1 of 1

Return to License Details

Related License Search

License Type:

First Name: Last Name:

License Number:

Expiration Date:

From: To:

2484 Mill Shore Road, Tallahassee, FL 32399 - Email: Customer.Contact.Center - Customer Contact Center: 904-487-1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or by traditional mail. If you have any questions, please contact 904-487-1395. Thank you to Section 904.201(1), Florida Statutes, effective October 1, 2011. Licensees licensed under Chapter 463, FS, must provide the Department with an email address if they have one. The email provided may be used for official communication with the licensee. However, email addresses are public records. If you do not wish to supply a personal address, please provide the Department with an email address which will be made available to the public.

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Licensee Details

Licensee Information

Name:	ROBINSON, KRISTOPHER GUARIN (Primary Name)
Main Address:	12930 80TH AVENUE SEMINOLE Florida 33776
County:	PINELLAS
License Mailing:	
License Location:	

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	86527
Status:	Current,Active
License Date:	01/11/2019
Expires:	02/28/2023

Special Qualifications

Control Systems	Qualification Effective 06/01/2018
-----------------	---

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Florida **dbpr** Department of Business & Professional Regulation

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Professional Engineer #63648 Logged in as Tyl, Mark B

Relations | **Maintain Relationships - Related Licenses Listing**

Application Summary

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 Press "Delete" to delete a related license.
 Press "Previous" to return to the previous section.
 Press "Next" when finished adding/changing the related licenses.
 Press "Cancel" to cancel this application and return to the main menu.

Search Relationships

First Name: Last Name:

Organization Name: License Number:

	License Number	Status	Related Party	Relation Type	Relation Effective Date	Rank	Expiration Date
Delete	30295	Current	Benro Enterprises, Inc.	Registry	09/18/2017	Registry	
Delete	29389	Current	Benro Enterprises, Inc.	Registry	09/18/2017	Registry	

Total Records : **2**

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FLORIDA DIVISION OF CORPORATIONS CERTIFICATE OF GOOD STANDING



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Detail by Entity Name

Florida Profit Corporation
 BENRO ENTERPRISES, INC.

Filing Information

Document Number P97000016505
FEI/EIN Number 59-3425954
Date Filed 02/17/1997
State FL
Status ACTIVE

Principal Address

5025 W. RIO VISTA AVE
 TAMPA, FL 33634

Changed: 02/20/2009

Mailing Address

P.O. BOX 45139
 TAMPA, FL 33677

Changed: 05/22/2006

Registered Agent Name & Address

BUSH ROSS REGISTERED AGENT SERVICES, LLC
 1801 N. HIGHLAND AVE.
 TAMPA, FL 33602

Name Changed: 11/27/2017

Address Changed: 11/27/2017

Officer/Director Detail

Name & Address

Title President

ROCHA, RAYMOND
 P.O. BOX 45139
 TAMPA, FL 33677

Title Secretary

Tyl, Mark
 5025 W. RIO VISTA AVE
 TAMPA, FL 33634

Title VP

Robinson, Kristopher
 P.O. BOX 45139
 TAMPA, FL 33677



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Fictitious Name Detail

Fictitious Name

ROCHA CONTROLS

Filing Information

Registration Number G14000041929
Status ACTIVE
Filed Date 04/28/2014
Expiration Date 12/31/2024
Current Owners 1
County HILLSBOROUGH
Total Pages 2
Events Filed 1
FEI/EIN Number 59-3425954

Mailing Address

PO BOX 45139
 TAMPA, FL 33677

Owner Information

BENRO ENTERPRISES, INC.
 5025 W. RIO VISTA AVE
 TAMPA, FL 33634
FEI/EIN Number: 59-3425954
Document Number: P97000016505

Document Images

[04/28/2014 -- Fictitious Name Filing](#)

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[08/22/2019 -- Fictitious Name Renewal Filing](#)

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Tampa, FL 33637
813-628-5584 Tel
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2021 - 2023 MBE CERTIFICATE

State of Florida

Minority Business Certification

Benro Enterprises, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
06/18/2021 to 06/18/2023

Jonathan R. Satter, Secretary
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd



SAMPLE CONTRACT
Supervisory Control & Data Acquisition (SCADA) System Integration Services

THIS AGREEMENT, made and entered into this _____ day of _____, 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 _____ 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 _____, 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) year. 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. **AGREEMENT DOCUMENTS.** The Agreement Documents (also called Contract Documents) consist of this Agreement, City's Proposal # 22-P-043/TB, attached hereto as Exhibit 1 with all related Documents, Addenda if any; Contractor's Proposal dated _____, attached hereto as

Exhibit 2; and any other documents listed in the Agreement Documents, and written modifications issued after execution of this Agreement, 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 Agreement 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. Agreement Documents and reasonable inferable from them as being necessary to product the intended results.

(b) Entire and Sole Agreement. Except as specifically stated herein, the Agreement Documents constitute the entire agreement between the parties and supersede all other agreements, representations, warranties, statements, promises, and understandings not specifically set forth in the Agreement 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 Agreement Documents.

(c) Amendments. The parties may modify this Agreement at any time by written agreement. Neither the Agreement 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 Agreement Documents. Under the contract, the Contractor will perform work on individual Work Orders (for a variety of SCADA projects) with an annual total amount for the initial term of \$_____ 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 agreement or individual work orders and 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.

(1) 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.

3. 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 increase requests shall be in writing with the supporting documentation at least thirty (30) days prior to anticipated start. All requests are subject to approval by the Purchasing and Contracting Administrator The City reserves the right to deny and/or negotiate all price adjustments in accordance with all City of Titusville’s Purchasing polices and Ordinances. In no event shall the price adjustment for any given year exceed 3%.

(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 Contactor 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 final 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 posted as follows:

City Manager
City of Titusville
P. O. Box 2806
Titusville, FL 32781-2806

With copy sent to:
Purchasing & Contracting Administrator
City of Titusville
P. O. Box 2806
Titusville, FL 32781-2806

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

4. NON-APPROPRIATIONS. The City of Titusville's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the City Council. The City will endeavor with due diligence to appropriate sufficient funds to defray expenses associated with this Agreement throughout its duration.

5. 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.

6. 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 Agreement, 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 agreement. Such notice by the Contractor and the fact 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.

1. NOTICES: any notice or correspondence relating to this service shall be addressed to: William S. Larese, City Manager
555 S. Washington Avenue
Titusville, FL 32796
With copies to:

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

7. 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 Owner 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 Owner 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 Owner 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.

8. CONTRACTOR'S ACCEPTANCE OF CONDITIONS:

(a) The Contractor hereby agrees that he has carefully examined the surface of the site and has made sufficient tests, or other necessary subsurface investigations to fully satisfy himself that such site is a correct and suitable one for this Work and he assumes full responsibility, therefore. The provisions of this Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the Work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and his Surety.

(b) 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.

(c) It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the Work or material by the Owner, his 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 Owner of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said Work; and the Owner 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 Owner, 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 Owner for all damage, loss and expense caused to the Owner 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.

9. 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 agreements.

10. 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 Agreement 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.

11. 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 on 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

12. 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.

13. 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.

14. SUBCONTRACTS AND ASSIGNABILITY. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. Any sub-contracts or other work, which is performed, by persons or firms other than the Contractor under this Agreement 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 Agreement must be specifically approved by the City.

15. 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.

16. 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.

17. INDEMNIFICATION. The Contractor shall indemnify, save harmless and defend the Owner and all of his officers, agents, and employees from all claims, actions or suits, including reasonable attorney's fees, because of any injury or damage sustained by any person or property because of the said contractor's operations relating to this contract; or because of or in consequence of any neglect causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the Work; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission by said contractor or that of a subcontractor, or anyone employed by them, or for whose acts contractor or a subcontractor may be liable; or because of any claims or amounts recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under Workers Compensation Law or any other laws.

Should the contractor fail to maintain adequate protection for the City a portion of the money due the Contractor under the Contract, as may be considered necessary by the Purchasing & Contracting Administrator, may be retained for use by the Owner to address all such claims. In case

no money is due, the Contractor's Surety shall be held until such suit(s), action(s), or claim(s) for damage(s) or injury(ies) as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Purchasing & Contracting Administrator. The exception being that money due the Contractor will not be withheld under this provision when the Contractor produces satisfactory evidence that he has, in the opinion of the Owner, adequate insurance coverage.

The Contractor guarantees the payments of all just claims for materials, supplies, tools, labor, and other just claims against him or any subcontractor in connection with this Contract. The Contractor's bond will not be released by final acceptance and payment by the Owner unless all such claims are paid or released. Final waivers of liens for all subcontractors shall be provided to the Purchasing & Contracting Administrator in a timely manner after request for a final inspection.

18. 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 Owner and accordingly the Contractor shall not commence Work until said Owner'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 disapprove 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 him 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 himself 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, his 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 agreement 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 agreement. In the event of the Contractor fails to secure and maintain such coverage, Contractor shall be deemed 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 sub-contractor 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 owner. 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 Owner 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 Owner 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 insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from City's Risk Management Officer.
- xi. Consultant agrees to the extent it engages any sub-consultant to perform work at the project, it shall require all sub-consultants to maintain the same insurance as outlined in A-H above and provide certificates of insurance for each sub-consultant 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.

19. 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 Agreement which affects his personal interest, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

20. 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 agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

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.

21. 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 Agreement. The Contractor further covenants that in the performance of this Agreement, 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 Agreement. 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 Agreement.

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

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

24. 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.

25. 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 Agreement 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 Agreement. For the breach or violation of this paragraph, the City shall have the right to terminate the Agreement without liability and, at its discretion, deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

26. 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 Agreement required Contractor to certify that it maintains a drug free workplace program in accordance with Section 287.087 of the Florida Statutes.

27. 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.

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

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

30. CONSTRUING PROVISIONS. This Agreement 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 agreement, the provisions of the latter shall prevail.

31. 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 Agreement. 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.

32. TERMINATION FOR CAUSE. The agreement 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 sub-Contractors, 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 agreement 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.

33. 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.

34. 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 Owner may -- by at least five (5) days prior written notice to the Contractor -- without prejudice to any other rights or remedies of the Owner under the contract, terminate the Contractor's right to proceed with the work. In such event, the Owner 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 Owner for any excess cost incurred by the Owner. In such case, the Owner 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 Owner under any other provisions of the Contract Documents.

35. 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.
3. THE CONTRACTOR AGREES THAT NO PUBLIC RECORD DEEMED CONFIDENTIAL UNDER FLORIDA OR FEDERAL LAW WILL BE RELEASED BY THE CONTRACTOR TO ANYONE OTHER THAN THE CITY ATTORNEY'S OFFICE OR CITY'S

CUSTODIAN OF PUBLIC RECORDS. NO PUBLIC RECORDS DEEMED EXEMPT FROM THE PUBLIC RECORDS LAW, CHAPTER 119, FLORIDA STATUTES, WILL BE RELEASED OR PROVIDED TO ANYONE OTHER THAN THE CITY ATTORNEY'S OFFICE OR CITY'S CUSTODIAN OF PUBLIC RECORDS, EXCEPT WITH THE WRITTEN APPROVAL OF THE CITY ATTORNEY OR ITS DESIGNEE. The Contractor agrees that it will not withhold any public record from the City for any reason including a claim that the public record is exempt, confidential, proprietary, or a trade secret.

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, 555 S. WASHINGTON AVE., TITUSVILLE, FL 32796.

DRAFT

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

CONTRACTOR:

By _____

Name: _____

Title: _____

Date _____

OWNER:

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

By _____

Daniel E. Diesel, Mayor

Date _____

ATTEST

Wanda F. Wells, City Clerk

APPROVED AS TO FORM:

Richard C. Broome, City Attorney

Date _____

APPROVED AS TO CONTENT:

William S. Larese, City Manager

Date _____

Staff Review & Preparation:

Date _____
Leslie A. Rothering, Purchasing & Contracting Administrator

Date _____
Sean 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; overhand 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 Service’s 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.