

RESOLUTION NO. 23-01-02

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING STAR CONTROLS, INC. TO UPGRADE THE WASTEWATER SCADA IMPROVEMENT PROJECT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Village built and operates a Village-wide central wastewater system, which includes a vacuum collection system with vacuum pump stations; and

WHEREAS, each vacuum pump station requires a Supervisory Control and Data Acquisition (SCADA) system to monitor the functioning of the pump stations; and

WHEREAS, the existing SCADA system does not provide the ability for remote control communication between the vacuum pump stations and the NPK Transfer Pump Station and cannot be cost effectively upgraded; and

WHEREAS, on October 17, 2022, the Village issued Request for Proposals (RFP) 22-12 to develop and install a new SCADA system that provides reliable communication, both remote monitoring and control of existing sites, provide for the addition of future sites, and the low-cost addition of sites that have a small quantity of inputs/outputs ("I/O"); and

WHEREAS, the Village Manager established an Evaluation Committee (the "Committee") to review responsive proposals and make a recommendation to the Village Council for the selection of a professional to complete the necessary services; and

WHEREAS, one proposal, from Star Controls, Inc., was received in response to RFP 22-12:
and

WHEREAS, the Committee reviewed the proposal and recommends entering into an agreement with Star Controls, Inc. for the Services (specifically as set forth in the Agreement) for an amount not to exceed Four Hundred and Fifty- Seven Thousand, One Hundred and Ninety-Four Dollars (\$457,194.00) (the "Agreement"); and

WHEREAS, the Village Council finds that approval of the Agreement with Star Controls, Inc. is in the best interest of the Village and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this Reference.

Section 2. **Approval of Agreement.** The Village Council hereby approves the Agreement with Star Controls, Inc., attached hereto as Exhibit "1" to complete the Services to upgrade the wastewater SCADA improvement project.

Section 3. **Execution of Agreement.** The Village Manager is authorized to execute the Agreement with Star Controls, Inc. on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement, and to execute any extension and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 4. **Authorization of Fund Expenditures.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the Services.

Section 5. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

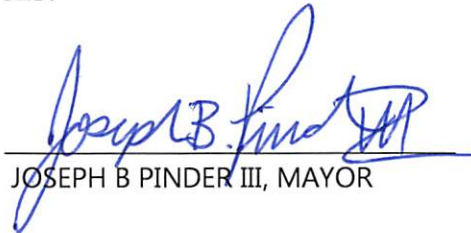
Motion to adopt by Sharon Mahoney, seconded by Henry Rosenthal.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

| | |
|------------------------------|------------|
| Mayor Joseph B Pinder III | <u>Yes</u> |
| Vice Mayor Sharon Mahoney | <u>Yes</u> |
| Councilman Mark Gregg | <u>Yes</u> |
| Councilwoman Elizabeth Jolin | <u>Yes</u> |
| Councilman Henry Rosenthal | <u>Yes</u> |

PASSED AND ADOPTED THIS 19th DAY OF JANUARY, 2023.


JOSEPH B PINDER III, MAYOR

ATTEST:


MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:


JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



AGREEMENT

THIS IS AN AGREEMENT, dated the 24th day of **January**, 2023, between:

ISLAMORADA, VILLAGE OF ISLANDS
a Florida municipal corporation, hereinafter "VILLAGE,"

and

Star Controls Inc.
a Delaware corporation, authorized to do business in the State of Florida, hereinafter
"CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 1.1 The VILLAGE is in need of an independent experienced contractor to upgrade the Village's Supervisory Control and Data Acquisition ("SCADA") System and to develop a reliable system to more effectively and efficiently monitor, control and operate the wastewater systems (the "Services").
- 1.2 On October 17, 2022, the VILLAGE issued Request for Proposals 22-12 for the Services (the "RFP")
- 1.3 On December 13, 2022, the VILLAGE received a proposal from CONTRACTOR for the services to complete improvements (the "Services") as expressed in the RFP.
- 1.4 The evaluation committee ranked the responsive proposals in accordance with the RFP and determined that CONTRACTOR was the highest ranked, responsive and responsible proposer for the Services.
- 1.5 On January 19, 2023, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 23-01-02, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute an Agreement with CONTRACTOR for the Services.
- 1.6 VILLAGE and CONTRACTOR desire to enter into an Agreement for the provision of the Services in accordance with the RFP as made part of this Agreement in Article 2 as set forth herein and on the schedule set forth in Article 3.

ARTICLE 2
SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the work described in the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "B".

2.2 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and personnel to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

2.4 None of the work or services under this Agreement shall be subcontracted by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this Agreement and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

ARTICLE 3
TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work as directed by VILLAGE and in accordance with a project timeline to be provided to CONTRACTOR by the VILLAGE. CONTRACTOR shall complete all work in a timely manner in accordance with the project timeline and as stated in Exhibit "B" to this Agreement.

3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

ARTICLE 4
CONTRACT PRICE, GUARANTEES AND WARRANTIES

4.1 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "B", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "B". A total contract price hereto is referred to as Contract Price and shall not exceed **Four Hundred and Fifty-Seven Thousand, One Hundred and Ninety-Four Dollars (\$457,194.00)**.

4.2 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "B" in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

4.3 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

4.4 The CONTRACTOR shall specify warranty duration and guidelines, inclusions and exclusions for all products.

4.5 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

4.6 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-CONTRACTORS and subcontractors, suppliers and labors.

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurance required under this Article and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings of the insurers must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force during the term of this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are as follows: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- a) Workers' Compensation Insurance – as required by law;

- b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;
- c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage;
- d) Pollution Liability - \$1,000,000 per claim and in the aggregate.
Contractor shall purchase and maintain pollution liability insurance against claims for damages arising out of the assessment, removal, remediation, transport and/or handling of hazardous materials, including but not limited to mold, asbestos, and lead. The policy shall include a minimum limit of not less than \$1,000,000.00 per claim and in the aggregate. Said pollution liability policy shall include and list as additional insureds the Village, include coverage for its respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and, the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

5.6 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing the Project and name the VILLAGE as an additional insured under their policy.

5.7 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Agreement, the CONTRACTOR shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with this Agreement and the matters contained herein. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with this Agreement except with respect to payment for Services rendered with respect to this Agreement.

7.2 The CONTRACTOR agrees to indemnify, defend and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained

by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions with respect to this Agreement.

7.3 If a court of competent jurisdiction holds the VILLAGE liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the VILLAGE may possess. The VILLAGE specifically reserves all rights as against any and all claims that may be brought.

7.4. Nothing in this Agreement shall be deemed or treated as a waiver by the VILLAGE of any immunity to which it is entitled by law, including but not limited to the VILLAGE's sovereign immunity as set forth in Section 768.28, Florida Statutes.

ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9 PERFORMANCE BOND AND PAYMENT BOND

9.1 CONTRACTOR shall furnish a performance bond and payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of CONTRACTOR'S obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract.

ARTICLE 10 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms

of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement or amendment executed by the parties hereto.

ARTICLE 11 TERM AND TERMINATION

11.1 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, the CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

ARTICLE 12 CONTRACT DOCUMENTS

12.1 CONTRACTOR and VILLAGE hereby agree that the following Contract Documents and Exhibits, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including CONTRACTOR's Proposal in response to the RFP as set forth and incorporated into this Agreement as Exhibit "B"; and all other exhibits thereto. In the event there is a conflict between the terms of the RFP, CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

ARTICLE 13 MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR

shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

13.4 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

13.5 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE.

13.6 No Contingent Fees. 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 CONTRACTOR,

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

13.7 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

13.8 Scrutinized Companies.

- a. CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants 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. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR , its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

13.9 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Copy To: Village Attorney
Attn.: John J. Quick
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036
jquick@wsh-law.com

CONTRACTOR: Tzvi Magril
Star Controls Inc.
11555 Heron Bay Blvd, Suite 200
Coral Springs, FL 33076
954-288-7954
tmagril@star-controls.com

13.10 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.12 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.13 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.14 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

13.15 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

13.16 Extent of Agreement. This Agreement together with Contract Documents and Exhibits, attached hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.17 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

ARTICLE 14

CONTRACT PROVISIONS AND REQUIRED FORMS FOR SUBMITTAL

14.1 The Services provided under this Agreement may be funded in full or in part by a federal grant. Neither the United States nor any of its departments, agencies or employees is or will be a party to this Agreement.

The contract provisions, Federal contract provisions and FEMA contract provision listed below and provided as Exhibit A were made part of the RFP for the Services and are made a part of this Agreement. The CONTRACTOR is required complete and sign the three documents noted as requiring signature.

Contract Provisions

1. REMEDIES
2. TERMINATION FOR CAUSE AND CONVENIENCE
3. EQUAL EMPLOYMENT OPPORTUNITY/NOTICE OF AFFIRMATIVE ACTION
4. DAVIS BACON ACT
5. COPELAND ANTI-KICKBACK ACT
6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
9. DEBARMENT AND SUSPENSION - *Requires signature and submittal with proposal*
10. BYRD ANTI-LOBBYING AMENDMENT - *Requires signature and submittal with proposal*
11. PROCUREMENT OF RECOVERED MATERIALS
12. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
13. RETENTION OF RECORDS

Additional Contract Terms for Federal and FEMA-funded Projects – Combined into one document - *Requires signature and submittal with proposal*

ACCESS TO RECORDS
CHANGES/MODIFICATIONS
NON-USE OF OFFICIAL SEAL, LOGO AND FLAGS
COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS
NOT OBLIGATION BY THE FEDERAL GOVERNMENT
PROGRAM FRAUD AND FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its _____, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____

Ted Yates, Village Manager

AUTHENTICATION:

Marne McGrath, Village Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY

John J. Quick, Interim Village Attorney

CONTRACTOR

WITNESSES:

Ron Zetouni Ron Zetouni

Diana Marquez Diana Marquez

By: [Signature]

Print Name: Tzvi Magril

Title: President

Date: 1/24/2023

ATTEST:

Tikva Magril [Signature]
SECRETARY

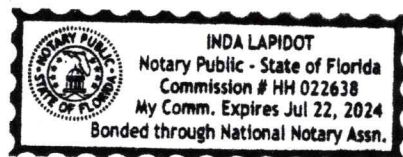
STATE OF FLORIDA)
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Tzvi Magril as President of Star Controls, a Florida company, and executed the foregoing Agreement as the proper official of Star Controls, for the use and purposes mentioned in it and affixed the official seal of the Star Controls Corporation, and that the instrument is the act and deed of that Star Controls Corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 24 day of January 2023, 2022

[Signature]
NOTARY PUBLIC

My Commission Expires:



E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation-enrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☒ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Ron Zetouni
Witness #1 Print Name: Ron Zetouni
Diana Marquez
Witness #2 Print Name: Diana Marquez

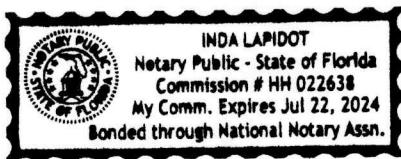
Signed, sealed and delivered by:

Tzvi Magril
Print Name: Tzvi Magril
Title: President
Entity Name: Star Controls

ACKNOWLEDGMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of January, 2023, by Tzvi Magril (name of person) as President (type of authority) for Star Controls (name of party on behalf of whom instrument is executed).



Tzvi Magril
Notary Public (Print, Stamp, or Type as Commissioned)

☒ Personally known to me; or
☐ Produced identification (Type of Identification: _____)
☐ Did take an oath; or
☐ Did not take an oath

Exhibit "A" Contract Documents

1. REMEDIES FOR BREACH

In addition to all other remedies included in this FEMA Appendix, Contractor shall, at a minimum, be liable to the Village for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Any Agreement resulting from a procurement activity by Islamorada, Village of Islands (the "VILLAGE") may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

3. DAVIS BACON ACT

Applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions

may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. COPELAND ANTI-KICKBACK ACT

Applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It does not apply to the FEMA Public Assistance Program.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.."

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* Islamorada, Village of Islands shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

In performance of this contract, the Contractor shall procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

In accordance with 2 C.F.R. §200.321, the Consultant/Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Consultant/Contractor must take; the requirements do not preclude the Consultant/Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Consultant/Contractor to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

11. RETENTION OF RECORDS

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three (3)-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3)-year retention period for its supporting records starts from the date of such submission.
 - (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the three (3)-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

12. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Signature of Authorized Certifying Official

Tzvi Magril - President

Name and Title of Authorized Certifying Official

1/24/2023

Date

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Authorized Certifying Official

Tzvi Magril - President

Name and Title of Authorized Certifying Official

1/24/2023

Date

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

- C. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.
- D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.
- E. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-

Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



Signature of Contractor's Authorized Official

Tzvi Magril - President

Name and Title of Contractor's Authorized Official

See attached document for Exhibit "B"

Star Controls Proposal



Response to
Islamorada, Village of Islands, Florida
RFP 22-12
WASTEWATER SCADA IMPROVEMENT PROJECT



Submitted: December 13, 2022

To: Islamorada, Village of Islands
Attn: Village Clerk
86800 Overseas Highway
Islamorada, Florida 33036

Responding firm: **Star Controls Inc.**
11555 Heron Bay Blvd, Suite 200
Coral Springs, FL 33076
Phone: (954) 604-6656

Contact: Tzvi Magril
(954) 288-7954
tmagril@star-controls.com
www.star-controls.com

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1 - Cover Letter and Executive Summary

Letter of Transmittal

Ms. Mary Swaney
Procurement and Grants Administrator
86800 Overseas Highway
Islamorada, FL 33036

Dear Ms. Swaney,

Star Controls, Inc. is a trusted provider of SCADA, IIoT and Communication solutions for Water, Wastewater, and Stormwater applications. Star controls has completed with great success similar SCADA projects. We are pleased to present the Islamorada, Village of Islands, a proposal in response to RFP 22-12, for WASTEWATER SCADA IMPROVEMENT PROJECT. We trust that this proposal illustrates that we are the most suitable vendor for this RFP's requirements.

Star Controls' proposal is COMPLETE, and includes all the required Software, Hardware and Services.

Our professional staff is highly qualified and ready to see this project from beginning to end. From Survey and Detailed Design to Implementation, while building the Islamorada's staff confidence and self-sufficiency, Star Controls will lead the project to successful on-time completion. Our experience combined with the methodology that we developed will improve the existing SCADA system short cycle. Delivered by our subject matter experts in these fields, with decades of experience and demonstrated field-tested of similar systems, our solutions present unparalleled capabilities in every aspect, Performance, Availability, Resiliency, User Friendly, Cyber Security, Maintainability and Longevity. Tens of Floridian, Nationwide and global customers are living evidence to our skills and commitment.

Our solutions are based on best-of-breed products and technologies. Star Controls engineers and developers gained the highest industry's recognition and certification and is considered as the most advanced global integrator. Above that, Star Controls has developed strong relationships with these leading vendors, where both parties benefit from it. Sar Controls has the privilege of unique access to vendors' resources and products.

We have read the RFP document and addendums and we are fully prepared, qualified, and committed to perform the work prescribed within the anticipated time period. We are confident that Star Controls will perform while securing operations and business continuity at any given time. By the end of the process Star Controls plan to exceed the goals of this RFP in the most cost effective. After commission, Star Controls will constantly educate and support the Islamorada's personnel for years after.

Through a phase-based approach Star Controls will fix pressing issues, such as wireless communications, and regain the trust of the Islamorada personnel in the SCADA system. This will be accomplished in a very short cycle.

As a SE Florida based, we are also perfectly positioned to offer the Islamorada continual pre and post project support, with office and support locations in Coral springs, Boynton Beach, and West Palm beach.

Lastly, we really enjoy what we are doing, and are excited with the opportunity to partner with Islamorada in this project and beyond.

Sincerely,

Tzvi Magril
Star Controls Inc.
(954) 288-7954
tmagril@star-controls.com

Executive Summary

The Star Controls professional staff have read all the documents and have prepared a comprehensive solution and execution plan which is presented in this document.

Star controls as a company, and its staff, possess all the required Technical Skills, experience, and resources to successfully execute and complete this project.

Our Technical services

- In-depth knowledge of Scada
- Knowledge of SCADA development standards and methodologies
- Rich Experience in creating SCADA HMIs, specifically in the Strom Water, Water and Wastewater environments.
- Leading role in SCADA networks. Pioneering in the use of cellular networks for SCADA
- Pioneering in Cyber Security for SCADA. Star Controls include the ONLY Cyber Secured RTU available in the market.
- Experts in wireless communications and networks.
- Unparalleled LOCAL support
- Comprehensive customer training.

Star Controls' staff excels in the aforementioned skills and using these skills we are prepared to provide the most effective and user-friendly SCADA solution. Our solution will enable the city staff to fully operate the updated new system in the simplest yet most modern way. Star controls will provide continued support for the post project and will always be at the city's staff call for immediate and continuous support.

The proposal outlines our key areas of focus, and methodologies of planning, execution, and quality control procedures we will use to ensure successful project delivery.

Our guiding principles for this project are:

- Complete cooperation and coordination with the customer and current SCADA users
- Careful study of the current system and user experiences
- Planning of the migration policy with no downtime, allowing parallel system operation
- Suggesting dos and don'ts from other successful installations
- Factory Acceptance Test is included before installation, to allow user interaction and confidence building.
- Prompt and complete submittal process
- Creating a flexible and reliable system
- Comprehensive Training
- Timely management and project completion.

Our pricing includes all required software, hardware, and services, as specified in the bid document, which includes:

- **New SCADA Software – VTScada** (www.vtscada.com). The most advanced SCADA for the Water Utilities, and the most common in use in Florida and Nationwide.
- **New Hardware on site.** Replacement or additional to the existing PLCs.
- **New Computer** for the SCADA
- **Cyber Security**

Any new product selected, hardware or software, will be based on reliability, ease of use, and cost effectiveness.

2 – Project Management Experience/Project Examples

Narrative and description of the proposed effort

After careful examination of the project requirements documents, the Star Controls professional engineering staff have produced the following detailed proposal and approach for successful completion of this project.

Required Technical Skills:

An essential element in the delivery of a successful project and deliverables is the assessment of the required technical skills for the project. For this project, our team has assessed the following technical skills requirements:

- Rich Experience in creating SCADA for Water and Wastewater environments.
- Vast experience in the design of SCADA system, where all aspects are taken into consideration – User-Friendliness, High-Availability, Resiliency, Cyber Security, and simplicity of operation and maintenance
- In-depth understanding of the various chemical processes and pumping operation logic requirements
- Comprehensive knowledge of the leading Scada systems
- Comprehensive knowledge of SCADA Cyber Security.
- Understanding of the various SCADA Communication Networks. Includes secured cellular networks.
- Excellent Knowledge of RF and Radio systems

Required Administrative Skills:

Equally important as the technical skills are the administrative / project skills. For this project, our team has assessed the following administrative skills requirements:

- Experience in SCADA methodology
Creating the proper Migration sequence and policy is the key to the success of the new system application. Correct migration policies minimize or eliminate down time and speed up new system integration.
- Clear Communication among stakeholders.

- Excellent Project Management methodology
Project management must ensure first complete project progress transparency, synchronized customer and vendor expectations, and adherence to prompt and timely deliverables.

The guiding principles for this project are:

In addition to skills, the entire project approach and execution should be guided by the following core principle:

- Complete cooperation and coordination with the customer and current SCADA users
- Careful study of the current system and user experiences
- Planning of the migration policy with minimum downtime, allowing parallel system operation
- Leveraging and suggesting Dos *and* Don'ts from other successful installations
- Applying a small subset of the system early, to allow user interaction and confidence building.
- Prompt and complete submittal process
- Creating a flexible and reliable system
- Training, training, and more training.
- Timely management and project completion.

Experience

Our team has successfully completed projects such as this one before. Our team has done similar projects in Florida, in other states, and even in other countries. The **wealth of experience** we have gathered from previous projects complements all our other skills and ensures that the solution we present is based on real-life, field and time tested and proven technologies and methodologies.

Fast-Track User Experience and participation

We emphasize **early customer experience enhancement**. While the project may take 12-15 months to complete, city staff will experience many system enhancements very quickly in the early-stage phase II and perhaps in late phase of stage I. This approach affords these benefits, among others:

- City staff “buy-in” into the new system, as they are exposed to its development and provide beneficial input to its usability in the early stages of the development.
- Better Training results and self-sufficiency. City staff will have some experience with the new system before the official training. This ensures better training results and a more educated and self-maintained city operators and staff

Qualifications of Proposing Firm.

Star Controls was founded by global experts from the SCADA, Industrial IoT (IIoT) and Communications, bringing the combined experience of more than 100 years. The company is a trusted advisor, integrator, and a provider of software for real time applications. The team includes global leaders with extensive experience that brings knowledge and complete understanding of the customer's environment. Each of the individuals are recognized as Subject Matter Experts (SME) in his/her field. Star Controls has successfully implemented various projects nationwide and worldwide in the Water and Electric Utilities, Oil & Gas and Public Safety markets. Some of the solutions are part of the Smart City and Smart Grid initiatives.

Star Controls has developed close relationships with our customers and partners and gained their trust. In many cases Star Controls is the practical Trusted Advisor, which the customer can count on for any operational or commercial decision.

Star Controls offers different services, from trusted advisory, design, implementation, knowledge transfer, support, and managed services. The company utilizes project management methods, which empower the team to deal with substantial projects. We have partnered with large engineering firms, such as Miya-Water, as part of their larger solutions. This expanded the company's experience to the integration with NRW (Non-Revenue Water), CRM, GIS, Security, and other large complex projects.

Star Controls is certified for most common products (software and hardware), such as Motorola Solutions, Rockwell Automation, Schneider Electric, Wonderware/Aveva, GE iFix, Trihedral VTScada and many more. The team has vast experience in Cyber Security and Wide Area Networks. As the highest qualified integrator, our team members are dispatched by vendors to fix systems where others have failed. The company has the privilege to access the Vendors' Product Engineering, for support, as well as feedback from the field. Star Controls is qualified by the vendors to test Beta version of new products before the formal releases.

The system's longevity, ease of use and predictable performance are among our highest professional objectives. Our main success is with cost reduction combined with improving performance of existing systems, with substantial cost saving in Capital and Operational expenditure. Through our "Holistic" approach of the entire operations, we truly understand our customers' operations, and understand their real needs. Our customers position us not just as a vendor, but rather as trusted advisor and partner for long term relationships. Our relationships with our customers have continued for many years, addressing on-going needs analysis, advisory and delivery through unparalleled commitment. We are very proud of our Knowledge Transfer programs, paving the road for the customer's self-sufficiency. All our customers are referenceable.

Some of our customers include:

- St. Johns County, FL - Water Utility; 240 Sites
- Pinellas County, FL - Water Utility; 320 Sites
- Martin County, FL – Water Utility, 370 Sites
- City of Orlando, FL – Water Utility, 190 Sites
- City of Tampa, FL – Water Utility; 250 Sites
- Honolulu Board of Water, HI – Water Utility; 350 Sites
- City of Ormond Beach, FL – Water Utility; 85 Sites
- Jamaica Water Company (NWC) - Water Utility; 25 Sites
- Bahamas Water Company (BWSC) – Water Utility; 12 Sites
- Orange County, FL - Water Utility; 400 Sites
- Mount Pleasant Water, SC – Water Utility; 180 Sites
- City of Deerfield Beach, FL – Water Utility, 72 Sites
- City of Coconut Creeks, FL – Water Utility, 67 Sites
- City of Weston, FL – Flood/Storm Water; 13 Sites
- Plantation Acers Drainage District, FL – Flood/Storm Water; 6 Sites
- SFWMD, FL - Flood/Storm Water; 500 Sites
- SJRWMD, FL – Flood/Storm Water; 12 Sites
- Palm Beach School District, FL – Public Safety, 300 Sites
- University of Michigan, MI – Public Safety; xxx Sites
- NYPD/NYCT, NYC, NY – Public Safety; 400 Sites
- Detroit Edison, MI – Electric Utility; 1,100 Sites

Our services include:

Design, Development, and Integration Services

The Star Team has experience in the design and installation of many varieties of SCADA systems and products. Each customer has unique requirements and circumstances, and Islamorada is no exception. Through our numerous previous accomplishments with and experience with many other customers, we have come to deeply understand the customer's SCADA needs.

Complete System Design and Integration

Our expertise in the SCADA field, with a special devotion to the Water Industry, allows us to provide complete turn-key solutions, as well as stand-alone design, studies, and software and hardware integration activities.

SCADA is not just a technology, but rather a game changer in the organization. Our design takes into consideration various aspects that are important to the integration of the SCADA system into the organization. It includes seamless fit into existing Operations, best-in-class User's Experience (i.e. simple to use, yet comprehensive) while the entire system is fully Cyber Secured (i.e. using the most advanced hardware and software for Cyber Security).

Our SCADA solutions leverage State-of-the-Art technologies, products, and expertise to accomplish High Availability, Resiliency, Longevity and are Cyber Secured. All our SCADA systems are designed to be open to accommodate future technologies (e.g. Next Generation Wireless Networks, Smart Sensors, and Smart Field Devices), so the system can be upgraded without major cost.

Design Principles

Open Architecture – the system is based on open architecture at the field and the control center. At the field, the system is open to accommodate new instrumentation and control technologies that will be introduced to infrastructure.

Data Integrity and Maintainability – one of the main challenges of every SCADA system is the trust that the organization has in the system (i.e. reliability and integrity of the information), and the efforts to keep the system in production. Through years of experience, we have developed several software modules and applications, mainly at the RTU level, which will improve the data integrity and maintainability of the system. Following are a few examples:

RTU Historical Event Logging – no lost data and excellent data audit capabilities.

Contention Reporting – maximize efficiency of radio channel, increase availability, and improve reliability. The system will utilize efficient Contention messages to significantly increase the responsiveness and efficiency of the communication channel.

Local automation – eliminate dependencies on communication system

Advanced diagnostics – We have developed diagnostics software that monitors operational and communications events at the RTU. The information allows City personnel to troubleshoot the system and analyze the Root Cause in local process or communications in no time. This increases system availability, while reducing maintenance costs substantially.

Business Continuity – Throughout the project, we will utilize project management techniques and system technology to make sure that the migration from the old to the new system will be smooth with limited down-time. This will be in close collaboration with the City's personnel.

Scalability - The system can be expanded and scaled to support other infrastructure, such additional sites, without major changes to the system.

Partnership – no, this is not a technical feature or capability, but our most important “secret asset.” We enjoy doing business and partnering with our customers. We TRULY UNDERSTAND the customer's needs and are always open to addressing them. As part of our partnership with our customers we keep transferring knowledge to increase his/her self-sufficiency and confidence in the SCADA system.

New RTUs installation Services

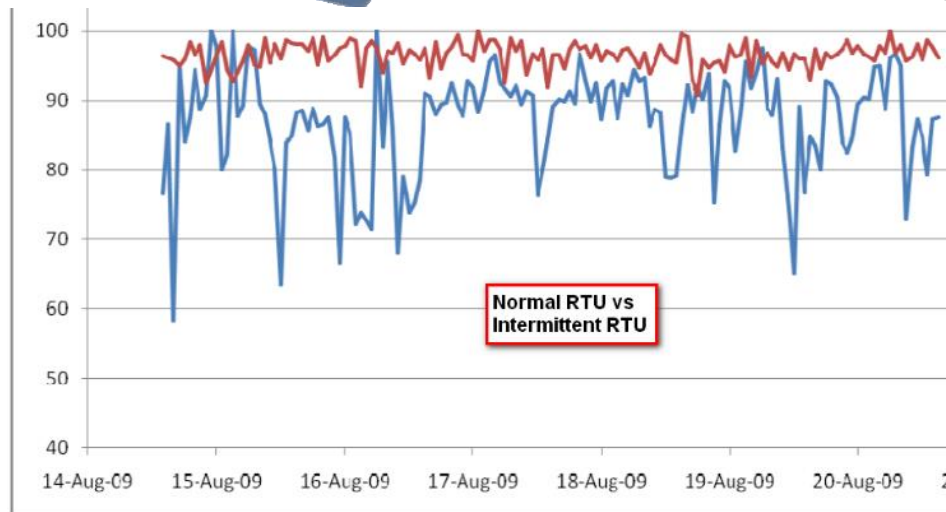
This core service includes RTU indoor/outdoor installations the complete installation covers all civil, mechanical, software, and electrical aspects. Full details are discussed further in this document.



WAN/RADIO Communication Design and Construction

The Star Team excels in this field. As former Motorola Inc. Engineers, much of the team has earned years of experience in radio and antenna systems.

Star antenna / Radio installation included a careful selection of antenna design and placement, grounding, coax cable run and termination, and radio calibration and programming.



Star uses several quality checks to ensure solid RF performance

- Perfect Antenna alignment
- Double Pole Fastening (as needed)
- Coax (Aerial) cable break/leak detection
- Power Output and reflected power measurements
- Optimal Radio parameters configuration
- Solid Grounding and components placement.
- RTU RF Packets test (we use toolbox software to test the quality of communications between the RTU and all the assigned local IP Gateways.

Project Management

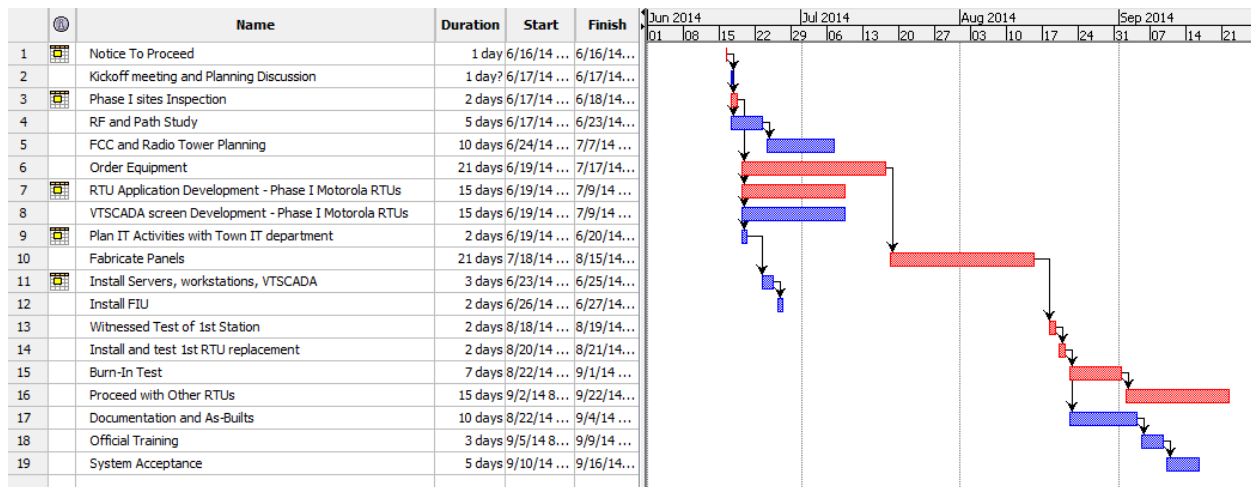
As experienced professionals in the SCADA and instrumentation business, we have tried to compile into our strategy and day-to-day operations the best methods and rationales for completing successful projects and maintaining satisfied customers.

We utilize most modern Project Management and quality methodologies and technologies, to guarantee on-time completion while complying with, and in many cases exceeding, the system's specifications.

The project manager will be dedicated to this project from kickoff to signoff and will coordinate closely with the City staff all issues of planning, permits, installations, commissioning, and training.

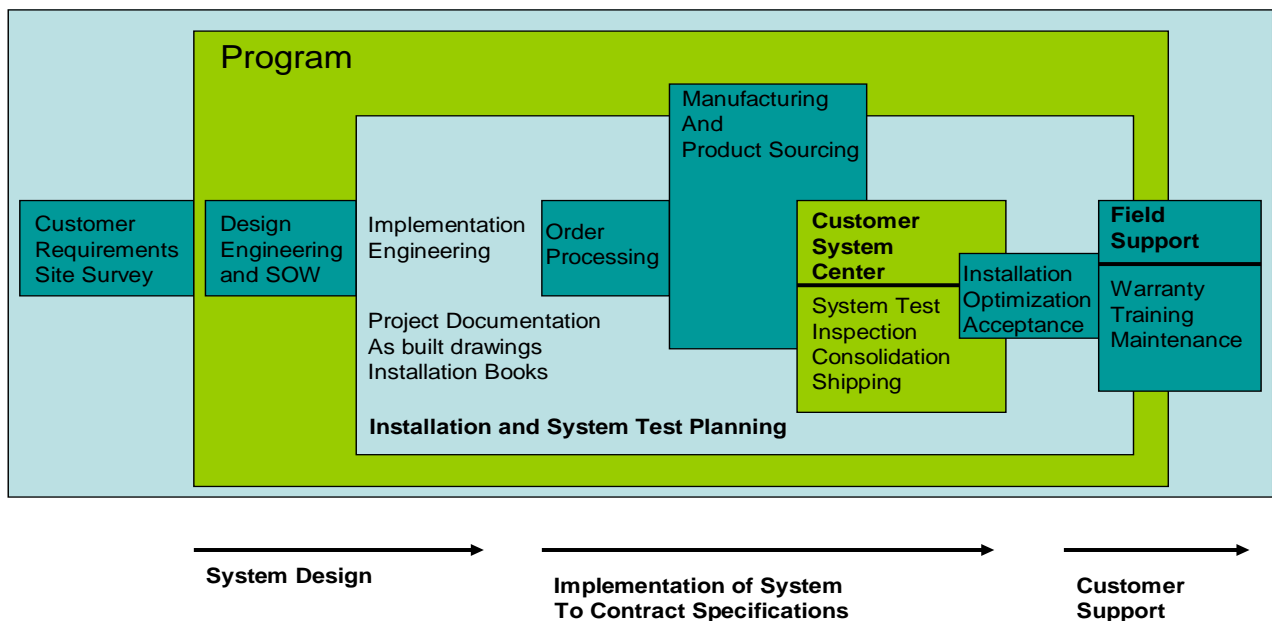
Examples:

| Task | Description | Days | Start | Finish |
|------|---|------|-----------|-----------|
| 0 | Notice to Proceed | 1 | 16-Jun-18 | 16-Jun-18 |
| 1 | Kickoff meeting and Planning Discussion | 1 | 17-Jun-18 | 17-Jun-18 |
| 2 | Phase I sites Inspection | 2 | 17-Jun-18 | 18-Jun-18 |
| 3 | RF and Path Study | 5 | 17-Jun-18 | 23-Jun-18 |
| 4 | FCC and Radio Tower Planning | 10 | 24-Jun-18 | 7-Jul-18 |
| 5 | Order Equipment | 21 | 19-Jun-18 | 17-Jul-18 |
| 6 | RTU Application Development - Phase I Motorola RTUs | 15 | 19-Jun-18 | 9-Jul-18 |
| 7 | SCADA screen Development - Phase I Motorola RTUs | 15 | 19-Jun-18 | 9-Jul-18 |
| 8 | Plan IT Activities with IT department | 2 | 19-Jun-18 | 20-Jun-18 |
| 9 | Fabricate Panels | 21 | 18-Jul-18 | 15-Aug-18 |
| 10 | Install Servers, workstations, SCADA | 3 | 23-Jun-18 | 25-Jun-18 |
| 11 | Install FIU and Master Radio | 2 | 26-Jun-18 | 27-Jun-18 |
| 12 | Witnessed Test of 1st Station | 2 | 18-Aug-18 | 19-Aug-18 |
| 13 | Install and test 1st RTU replacement | 2 | 20-Aug-18 | 21-Aug-18 |
| 14 | Burn-In Test | 7 | 22-Aug-18 | 1-Sep-18 |
| 15 | Proceed with Other RTUs | 15 | 2-Sep-18 | 22-Sep-18 |
| 16 | Documentation and As-Builts | 10 | 22-Aug-18 | 4-Sep-18 |
| 17 | Official Training | 3 | 5-Sep-18 | 9-Sep-18 |
| 18 | System Acceptance | 5 | 10-Sep-18 | 16-Sep-18 |



Process Flow Diagrams

The sample diagram illustrates tasks typically and generally involved in the system integration process, and a graphical work schedule – one of the tools used by Star Controls for project task/time management.



Cooperation and Coordination with Staff

All our clients, with minor exceptions, are local or state-level government entities. We are thoroughly experienced with all administrative and legal requirements and procedures involving all aspects of such a project.

Surveys and Related services

As we have been working with Water Utilities and State Agencies (e.g. SFWMD and SJRWMD) for many years, and we are highly familiar with all the requirements and tasks required to professionally survey and gauge proper elevations for any of the sites involved with this project.

Implementation / Installation / Execution

The project implementation phase is conducted in an efficient, supervised manner with our PM on-site during all project implementation milestones. The RTU/Device and associated equipment and apparatuses are removed/installed/retrofit precisely per the SOW and standards, with appropriate mechanical and electrical considerations. All software components are configured, calibrated, and tested.

Witnessed Factory Test

To ensure complete customer satisfaction and minimize downtime, we offer the customer a chance to view the entire system in a “dry-run” Lab setting before any installation activities take place. During this event, the customer may view and test a simulation of how the real system will operate and behave.



System Acceptance Plan:

Star staff develop, and the CITY's staff approve a complete Site Acceptance Plan (SAT) to be conducted jointly by the Star's Engineer and the CITY's representative. During the Site Acceptance Plan all installation items are inspected for proper installation and operation. All data items (values, statuses) are checked for proper calibration and reporting to the new SCADA system. This process guarantees the system a properly installed, fully operational site.

Final Deliverables

In addition to the previous work items and deliverables, Star delivers a final set of documents to establish proper project completion:

- Project Summary and digital photographs.
- Communication logbook (project-related communications with various staff).
- Completed and signed SAT, and Quality Control checklist
- Complete set of updated drawings.
- Complete Equipment Inventory (with asset items and serial numbers).
- Manuals and warranty documents for all items (as available).

Commissioning and Documentation

Documentation is essential for project continuity, organization, and troubleshooting. Star excels in providing comprehensive, clear, and concise project documentation, from itemized quotes to project management charts, to AutoCAD drawings and site manuals. Our complete documentation services include:

Number of local office(s), technical support staff and availability

We have offices in Coral Springs, West Palm Beach, and Lakeland, FL.

Our offices are staffed to provide full support to our customers based on our support program (included this document)

List of software and Product Certifications

Star Controls has several industry and vendors' certificates including proficiency in several SCADA and RTU products



GE Digital

Schneider Electric

Rockwell Automation



MOTOROLA SOLUTIONS

Similar Projects Completed



Customer: City of Tampa

System Description

The city of Tampa (FL) has a SCADA system that monitors and controls hundreds of Water and Wastewater Treatment Plants and Lift Stations.

The system uses different generations of RTUs. The original wireless network is based on Motorola narrowband radios.

For many years, the County has kept using advanced technologies to increase the system's availability, resiliency, and usability.

Services and products that Star Controls provided

Since its inception Star Controls has provided the City of Tampa with different products and services.

- Upgrade the SCADA system.
- Improved software application for existing sites.
- Ongoing sites rehabilitation and expansions.
- Ongoing support

Star Controls also acts as a trusted advisor, on improvements, introduction of new technologies, as well as design and implementation of these initiatives.

Testimonial

"Star Controls has gained our trust and confidence, through years of relationships. The team at Star Controls is always available for us."

"Star Controls is our trusted SCADA advisor. Star Controls proactively recommend us to improve the performance, resiliency, availability, and maintainability of the SCADA system. Star Controls constantly helps us to improve the performance and resiliency of the SCADA system."

Javier Moreno - Instrumentation and Control Specialist, Wastewater Department,



Customer: City of Orlando

System Description

The City of Orlando has a SCADA system that monitors and controls its 220+ Lift Stations, which are part of the City's Wastewater Collection system.

The system uses different generations of the Motorola RTUs (MOSCAD and ACE3600), and wireless networks. The original wireless network is based on Motorola narrowband radios. The city introduced cellular networks to gain from higher speed and good coverage, while keeping the radio network as backup.

For many years, the City of Orlando has kept using advanced technologies to increase the system's availability, resiliency, and usability.

Services and products that Star Controls provided

Since its inception Star Controls has provided the City of Orlando with different products and services. Star Controls was qualified by the city as the main provider of services and services for its SCADA.

Here are the products and Services that Star Controls provided:

- Software for the RTUs.
 - Star Controls' StaRTU simplifies the application software and improves its maintainability. It also provides powerful troubleshooting and diagnostics tools.
- fast-paced migration of old RTUs to New Cyber Secured RTUs
- Assist with the Migration to Cellular
- Annual Support
- Ongoing projects

Star controls delivered multiple projects involving upgrading of existing SCADA and field hardware, as well as advanced programming, and RTU software upgrade, using different types of radio and LAN/WAN communications.

Star Controls also acts as a trusted advisor, on improvements, introduction of new technologies, as well as design and implementation of these initiatives.

Testimonial

"Star Controls has gained our trust and confidence, through many years of strong relationships. Star Controls provided the City of Orlando with different software products as well as services, which help our team to accomplish High-Availability of our SCADA system, and constantly improve its performance and resiliency. Our team members know that Star Controls is available whenever they need it."

Guy Mecabe - Industrial Automation Manager, IA Group, Water Reclamation Division



Customer: Jamaica NWC

System Description

The Jamaica National Water Commission (NWC) supplies 190 million gallons of potable water a day to its about two million people across Jamaica. Steady growth in the industrial sector has led to new residential communities in St. Andrew, St. Catherine, and other parishes across Jamaica. As a result, demand for potable water began to overmatch the nation's simple PLC-based monitoring and control system. In mid-2017, Star Controls was tasked to implement a full Supervisory Control and Data Acquisition (SCADA) system that would eliminate the need for operators to travel to each site to ensure readings and visually inspect equipment. The initial project, commissioned in 2018, uses VTSkada software to monitor Motorola ACE3600 units at 19 remote sites. The Commission keeps expanding the SCADA systems to other areas, including its Wastewater collection sites. The Commission plans to significantly expand the system in the near future.

Services and products that Star Controls provided

Star Controls supported NWC from the very early stage of needs analysis, through conceptual design, detailed design, implementation, commissioning, training, and ongoing support. Star Controls covered every aspect of the SCADA system, including software, hardware, instrumentation, wireless network, training, and integration with hydrology modeling for NRW. The system is running on redundant servers at two remote locations. Up to the second synchronization of historical, alarm, and configuration data provides a complete off-site disaster backup of the application and history. VTSkada's driver Multiplexer tag also allows the application to seamlessly failover to redundant Motorola ACE3600 units at each remote site.

Testimonial

"Prior to having SCADA system, crew members had to go site to site to ensure readings and to visually inspect if there was flow of water at sites that reported issues. Failure of equipment was noticed just when there was a complaint about the quality of the water supply.

Star Controls has been instrumental in the process of having in place the most advanced and reliable SCADA system. The SCADA system is also playing a key role in feeding our advanced Non-Revenue-Water (NRW) Hydrology system. The NRW system is part of a nationwide effort to reduce the water losses and improve the quality of service.

We are looking forward to continuing working with Star Controls to improve our operations."

Jeremy Wilson - Engineering and Capital Projects



Customer: Pinellas County (FL)

System Description

Pinellas County (FL) has a SCADA system that monitors and controls more than 320 Lift Stations, which are part of the County's Wastewater Collection system.

The system is using different generations of the RTUs and wireless networks. The original wireless network is based on Motorola narrowband radios. They migrated their network cellular, to gain higher speed and good coverage.

For many years, the County has kept using advanced technologies to increase the system's availability, resiliency, and usability.

Services and products that Star Controls provided

Since its inception Star Controls has provided Pinellas County with various products and services. Star Controls was qualified by the County as the main provider of services for its SCADA.

Here are the products and Services that Star Controls provided:

- Led the Migration to Cellular
- Software for the RTUs.
 - Star Controls' StaRTU simplifies the application software and improves its maintainability. It also provides powerful troubleshooting and diagnostics tools.
 - Star Controls' WaterWorks for Pumps Control was adopted by the County.
- Migration of old RTUs to New Cyber Secured RTUs
- Ongoing projects

Star controls delivered multiple projects involving upgrading of existing SCADA and field hardware, as well as advanced programming, and RTU software upgrade.

Star Controls also acts as a trusted advisor, on improvements, introduction of new technologies, as well as design and implementation of these initiatives.

Testimonial

"Star Controls has gained our trust and confidence, through years of relationships. Star Controls provided the Pinellas County with different software products as well as services, which have helped to increase the Availability and Maintainability of our SCADA system. Star Controls constantly help us to improve the performance and resiliency of the SCADA system. The team at Star Controls is always available for us."

Edward Atchison - SCADA and Security Systems Manager, Pinellas County Utilities



Customer: Bahamas WSC

System Description

The Bahamas Water and Sewerage Corporation (BWSC) uses the SCADA system to monitor and control the mission critical sites of its water supply pumping stations in Nassau. The SCADA system started originally in 2006, for a single site, and was expanded to cover the entire pumping sites.

The SCADA system is also the cornerstone of the BWSC's Non-Revenue Water (NRW) system, which reduced the water losses. The system is used intensively by the BWSC, for real-time operations & maintenance. The system is also used by the engineering firm that is in charge of the NRW system.

Services and products that Star Controls provided

Star Controls supported BWSC from the very early stage of needs analysis, through conceptual design, detailed design, implementation, commissioning, training, and ongoing support.

Star Controls covered every aspect of the SCADA system, including software, hardware, instrumentation, wireless network, training, and integration with the hydrology modeling for NRW.

The SCADA system was upgraded several times to accommodate different needs, including the integration with smart devices and improve its resiliency. The SCADA system is using two wireless networks in redundancy, one is private radio and the other is cellular. The SCADA system has demonstrated high availability during years of operations.

Testimonial

"Star Controls has been instrumental in the processes to have in place the most advanced and reliable SCADA system. The SCADA system is also playing a major role in feeding our advanced Non-Revenue-Water (NRW) Hydrology system. The NRW system is part of a nationwide effort to reduce the water losses and improve the quality of service.

Star Controls has gained our trust and confidence through years of relationships. We are looking forward to continuing working with Star Controls to improve our operations."

Erno Bowe - Technical Operations Manager (Department Head Water Supply / System Control / Water Quality Unit New Providence Operations Water and Sewerage Corporation)



Customer: Saint John County Utilities

System Description

Saint Johns County (FL) has a SCADA system that monitors and controls more than 200 Water and Wastewater Treatment Plants and Lift Stations.

The system uses different generations of RTUs. The original wireless network is based on Motorola narrowband radios. The County migrated its wireless networks, which is used by the SCADA, to an advanced Private Broadband technology.

For many years, the County has kept using advanced technologies to increase the system's availability, resiliency, and usability.

Services and products that Star Controls provided

Since its inception Star Controls has provided Saint Johns County with different products and services. Star Controls was pre-qualified by the County as a provider of services for its SCADA, under a multi-year contract.

Here are the products and Services that Star Controls provided:

- Migration of old RTUs to New Cyber Secured RTUs, including products and services.
- Improved software application for existing sites.
- Support programming of CIP projects - Star controls delivered multiple projects involving upgrade of existing SCADA and field hardware, as well as advanced programming, and RTU software upgrade
- Helped with the Migration to broadband wireless network.
 - Integrate the monitoring tools of the network from 4RF into the VTScada software.
- Software for the RTUs.
 - Star Controls' StaRTU to improves troubleshooting and diagnostics.
- Ongoing support

Star Controls also acts as a trusted advisor, on improvements, introduction of new technologies, as well as design and implementation of these initiatives.

Testimonial

“Star Controls has gained our trust and confidence, through years of relationships. The one thing that really stood out to me, is that no matter what brick wall the team members ran into, he or she never gave up and never gave me a hint of a reason to think they may not be able to make it work like we wanted it to. This is a direct result of Star Controls’ “we can make it happen approach to everything.”

Star Controls provided Saint John County’s SCADA Department with different software products as well as services, which has helped us to increase the Availability and Maintainability of our SCADA system. Star Controls constantly helps us to improve the performance and resiliency of the SCADA system. The team at Star Controls is always available for us.”

Randy Howell - SCADA Department Manager, Saint Johns County Utilities



Customer: City of Ormond Beach

System Description

The City of Ormond Beach (FL) has a SCADA system that monitors and controls hundreds of Water and Wastewater Treatment Plants, wells, and Lift Stations.

Upon new operations, maintenance, and technological requirements the City called for a bid to replace its aging SCADA system with a modern SCADA system.

Star Controls was awarded and completed the project on time and continue support and City with expansion and new features.

Services and products that Star Controls provided

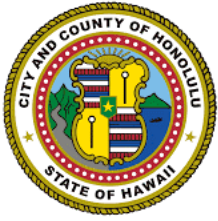
Here are the products and Services that Star Controls provided:

- Develop and deploy the new SCADA system.
- Improved software application for existing sites.
- Ongoing expansions
- Ongoing support

Testimonial

“Star Controls developed and deployed the new SCADA system. Star Controls constantly helps us to improve the performance and resiliency of the SCADA system.”

George Lavatelli – Utilities Engineer, **City of Ormond Beach**



Customer: Honolulu Board of Water Supply

System Description

The Honolulu Board of Water Supply (BWS) has a SCADA system that monitors and controls more than 200 Water Pumping sites.

The system uses different generations of RTUs. The original wireless network is based on Leased Line Communications. Later HBWS introduced wireless broadband networks. Recently the HBWS started using the FirstNet Cellular Network that is allocated for the utilities.

For many years, the HBWS has kept using advanced technologies to increase the system's availability, resiliency, and usability.

Services and products that Star Controls provided

Since its inception Star Controls has provided Honolulu BWS with different products and services. Star Controls was pre-qualified by the County as a provider of services for its SCADA.

Here are the products and Services that Star Controls provided:

- Migration of old RTUs to New Cyber Secured RTUs, including products and services.
- Improved software application for existing sites.
- Helped with the Migration to different networks and improve availability through redundant links.
- Software for the RTUs.
- Ongoing support

Star Controls also acts as a trusted advisor, on improvements, introduction of new technologies, as well as design and implementation of these initiatives.

Testimonial

"Star Controls has gained our trust and confidence, through years of relationships. With the advisory services that I received from Star Controls the availability, resiliency, and maintainability of the SCADA system. Star Controls is available 24/7 and was next to us anytime we need the support".

Blaine Shimizu – Acting Telecommunications Supervisor, Honolulu Board of Water Supply



Customer: City of Weston, FL

System Description

The City of Weston has upgraded its Storm Water management system, by adding SCADA to monitor and control its Storm Water Pumping sites.

The SCADA system consists of five pump stations and 8 solar powered lake level monitoring sites. The system uses most modern SCADA components including integration of RTUs with smart devices, Cyber Security, and user-friendly HMI. As part of the city strategy, the SCADA system is based on the Cloud, which takes the Burdon of maintaining it.

The city is planning to expand the system to cover all its Lift Stations for those that are used for collection of the Wastewater.

Services and products that Star Controls provided

After Star Controls was awarded the project it went through all steps from detailed design to installation, development, integration, training, and support. Star Controls is responsible for maintaining the SCADA system for the next years to come.

The advanced and comprehensive Cloud Based SCADA system includes many components and features:

- Remote sites with high availability, independent local control, including logic that is based on information from other sites.
- Cover every aspect of the remote sites, including pumps, alarm system and monitor every part of the pump station
- Integration to smart devices such as Diesel Pumps Controllers, and smart sensors.
- Simple and easy to use local and remote HMI
- Cyber Secured – Complete and cover every part
- Comprehensive reports

Testimonial

“Star Controls provided the City of Weston with the most advanced and cyber secured Cloud Based SCADA system for the mission critical storm water sites. From Detailed Design, to development, installation, and integration the team at Star Controls attended to our needs and requests. Star Controls was open to changes throughout the project. Star Controls has gained our trust and confidence that it will serve the city and the SCADA system for the years to come.”

Peter Johnson– Assistant Director of Public Works, **City of Weston**



Customer: City of Hialeah, FL

System Description

The City of Hialeah (FL) has a SCADA system that monitors and controls hundreds of Lift Stations for the Wastewater collection.

The system uses different generations of RTUs. wireless network is based on narrowband Trunking system. During the migration to a new provider of wireless networks, the city faced challenges that prevented it from receiving data from the remote sites.

Services and products that Star Controls provided

Star Controls stepped to the challenge and foxed the communications issues. At that time, the city also requested Star Controls to improve the availability and maintainability of the remote sites and the integration with the SCADA server.

Here are the products and Services that Star Controls provided:

- Fixed the problems that the City faced upon the migration of the wireless infrastructure.
- Improved software application for existing sites.
- Software for the RTUs.
 - Star Controls' StaRTU to improves troubleshooting and diagnostics.
 - Star Controls' WaterWorks to improve the Pump Control logic
- Ongoing support

Star Controls also acts as a trusted advisor, on improvements, introduction of new technologies, as well as design and implementation of these initiatives.

Testimonial

"Star Controls helped us when we were in urgent need, all the way until the problem was addressed. The team of Star Controls was instrumental to improve, and the software products, StaRTU and WaterWorks, which has improved the availability and maintainability of the remote sites."

Antonio Liriano – Operations manager, Inframark for the **City of Hialeah**

4 – Project Staffing

Qualifications of Proposer Team.

The Star Team includes individuals with vast experience in the SCADA market. The following team members compose the core team which will support this project given Star is awarded. Other staff members may join as needed or required.

Tzvi Magril

Tzvi brings to Star more than 35 years of experience in Design, Development, Sales, Business and Channel Development in the Communications and SCADA/Telemetry markets. Tzvi was a lead designer of Motorola SCADA products and has immense knowledge of the product line, as well as SCADA Systems design. Mr. Magril has implemented and maintained major SCADA systems for large clients throughout the world. Mr. Magril has several patents in the SCADA industry.

- Roles – Solution Architect, Project Management
- Experience - 35 years
- Education - BSc. in Electrical and Computer Engineering; Motorola System Integration Institute (SII)

Ron Zetouni

Mr. Zetouni brings more than 30 years of experience in SCADA business for Water/Wastewater and other disciplines, covering the SCADA and communication aspects of projects. Mr. Zetouni's experience includes design, programming, and integration with SCADA software (G.E. iFIX, Wonderware InTouch, Trihedral VTSCADA and others). During 14 years of tenure at Motorola, Ron has programmed and integrated dozens of SCADA systems in different applications (Oil & Gas, Electric and Water Utilities, and others) for customers worldwide. Mr. Zetouni.

- Role – Lead Engineer, Solution Architect, programmer, Integration, Field Engineering, Training, Support, Networks, Cyber Security
- Experience – 30 years
- Education – BSc. and MSc. Computer Science
- Programming Languages – Several including Ladder Logic, C/C++, Java, and others

Diego Pinto

As a SCADA Programmer, Mr. Pinto has developed his career in Real-Time Embedded computation. Mr. Pinto is a subject matter expert in SCADA systems including for Mission Critical applications. Mr. Pinto has already gained a reputation as a productive and creative professional, with attention to customer satisfaction.

- Role – Programmer, Project Manager, Support, Training, Networks, Cyber Security
- Experience – 7 years
- Education – BSc. in Computer Science
- Programming Languages – Several including Python, C/C++, Java, and others

Charles Mondale

As a global Subject Matter Expert in Telemetry and Environmental Monitoring, Mr. Mondale brings more than 30 years of experience in the Telemetry and Instrumentation for Water/Storm/Wastewater and Environmental Monitoring, which. Mr. Mondale experience and skills covers all aspects of a solution, from the sensors, the Dataloggers, Communications (with focus on Wireless networks), Power and Integrity of the system. Mr. Mondale has served as a team leader at the SJRWMD, leading the design, installation and maintenance of the Hydrology monitoring system the SJRWMD is using to manage the water resources.

- Role – Field Engineer, Project Manager, Instrumentation, Integration, Support, Programmer
- Experience – 30 years
- Education - BSc. in Electrical and Computer Engineering
- Programming Languages – Campbell Scientific programming of Data Loggers

James Mondale

As a Field Technician, Mr. Mondale is a solutions-oriented IT & SCADA Systems Professional with proven success designing, implementing, and integrating cost-effective, high-performance technical solutions to meet challenging business needs.

- Role – Field Technician, Programmer, Project Manager, Support, Training, Support, Networks, Cyber Security
- Experience – 3 years
- Education – Attend school for degree in Computer Science
- Programming Languages – Several including C/C##, Ladder Logic, Java, and others

Gilbert Greene

As a young Computer Science professional Mr. Greene focused on the development of Star Controls software products for the IIoT & SCADA Systems.

- Role –Programmer, Training, Support, Networks
- Experience – 2 years
- Education – Computer Science
- Programming Languages – Several including Python, C/C##, Java, and others

Inda Lapidot

– Ms. Lapidot has developed her career in the finance industry, with experience of managing large global accounts. Ms. Lapidot plays a major role in orchestrating all sales and engineering activities, and demonstrates high performance, including in emergency and stressful situations.

- Role - Operations, Project Management
- Experience – 20 Years
- Education – BA and MBA

Team's Skill Set

All professional staff possesses at least a four-year engineering degree from respectable Universities. The team members have successfully supported water utilities and water management agencies in the US and abroad, with consultation, implementation, education, and maintenance services.

Each team member in Star Controls' implementation and support team is kept updated with skills and expertise through rigorous training program that includes the following subjects:

- SCADA Software (VTScada, InTouch, iFix and others) development and maintenance
- RTU Hardware and software – Programming, installation, Maintenance and Trouble Shooting
- Cyber Security
- Communication Systems: RF Systems, IP Technology and Products, Installation, Maintenance and Trouble Shooting.
- Project Management
- Education Services
- Safety at Work including Safety with Electrical Equipment

The Star Team is composed of individuals with highly versatile skills, where each team member has qualifications and experience to handle different project implementation and maintenance tasks. Through the Project Management methodology, the company efficiently utilizes resources without compromising quality. On as-need basis Star Controls also leverage skills of qualified sub-contractors for specific services or projects.

The following individuals compose the core project team:

| Team Member | Project Manager | SCADA System Engineer | Control System Comm. Instrumentation | Documentation Drafting |
|-----------------------------------|-----------------|-----------------------|--------------------------------------|------------------------|
| Tzvi Magril | ✓ | ✓ | ✓ | |
| Ron Zetouni | ✓ | ✓ | ✓ | |
| Inda Lapidot | ✓ | | ✓ | ✓ |
| Diego Pinto (Main Contact) | | ✓ | ✓ | |
| Charlie Mondale | ✓ | ✓ | ✓ | |
| James Mondale | ✓ | ✓ | ✓ | ✓ |
| Gilbert Greene | | ✓ | ✓ | ✓ |

✓ - Area Leader

Design-Builder's Resources and Experience with Governmental Entities

The Star Team includes individuals with vast experience in the SCADA and IoT market. The team members have successfully supported water utilities and water management agencies in the US and abroad, with consultation, implementation, education, and maintenance services. Each team member in Star Controls' implementation and support team is kept updated with skills and expertise through rigorous training program that includes the following subjects:

- SCADA Software - development and maintenance
- RTU HW and SW – Programming, installation, Maintenance and Trouble Shooting
- Cyber Security
- Communication Systems: RF Systems, IP Technology and Products, Installation, Maintenance and Trouble Shooting.
- Project Management
- Education Services
- Safety at Work including Safety with Electrical Equipment

As a laser focused engineering firm Star Controls has developed methodologies, procedures and products that allow the development, deployment and support advanced SCADA and IoT systems to the full satisfaction of our customers. Our software development products reduce substantially the development time and allow us to maintain (i.e. including troubleshooting) many customers.

The engagements are part of either ongoing contracts, and/or specific project and/or software products or consultation/advisory. Part of the engagements are directly with the customers, and part is through partners.

Following are the customers in South-East Florida that we have served: City of Hialeah, City of Weston, City of Boynton Beach, City of Deerfield Beach, City of Coconut Creek, City of Pompano Beach, City of West Palm Beach, South Florida Water Management District, Plantation Acers Drainage District, Palm Beach School District

Following are Floridian Customers that we have served: City of Orlando, Martin County, Saint Johns River County, City of Ormond Beach, City of Orlando, Orange County, Seminole County, City of Tampa, SJRWMD

Following are nationwide and international customers that we have served: Honolulu Board of Water Supply (HI), Charles County (MD), HRSD (VA), Mt. Pleasant (SC), Victoria CRD (Canada), Baltimore Gas & Electric, Jamaica NWC, Bahamas WSC, Mekorot (Israel), AGME (Qatar), NY Transit (NY), University of Michigan (MI), US Navy, US Airforce, US Army, Petrobras (Brazil) On as need basis the firm use Floridian UL508 certified panel shops for the fabrication of electronic panels.

6 – Contractor References

Star Controls has **many** large and medium SCADA customers in **Florida** and beyond.
Some of our Florida SCADA customers are shown below:



Required Customer References

Per the bid requirement, three of our customers are listed as references below:

1 - City of Orlando

Project Name and Location: SCADA System for the Wastewater, City of Orlando

Project Description: Star Controls is the main provider of Process Control System, Equipment & Instrumentation Services. Star Controls delivered multiple projects involving upgrading existing SCADA and field hardware, as well as advanced programming and RTU. Software upgrade using different types of radio LAN/WAN communications and 160+ RTUs. Currently all software, integration and support services are provided by Star Controls. Star Controls is helping the customer to migrate the SCADA system to be Cyber Secured.

Client Contact Information: Guy Mecabe (321) 765-8021 Guy.Mecabe@cityoforlando.net

Start Date: 2017

Completion Date: 2022 and ongoing; City of Orlando has been renewing the support contract every year, adding improvements, and CIP projects.

Original Contract Amount: \$150,000

Final Contract Amount: \$750,000 (contract has been renewing annually in addition to improvement and CIP projects)

2 - Jamaica National Water Commission

Project Name and Location: NWC SCADA System and Integration with NRW

Project Description: The Jamaica National Water Commission (NWC) supplies 190 million gallons of potable water a day to its about two million people across Jamaica. Steady growth in the industrial sector has led to new residential communities in St. Andrew, St. Catherine, and other parishes across Jamaica. As a result, demand for potable water began to overmatch the nation's simple PLC-based monitoring and control system. In mid-2017, Star Controls was tasked to implement a full Supervisory Control and Data Acquisition (SCADA) system that would eliminate the need for operators to travel to each site to ensure readings and visually inspect equipment. The initial project, commissioned in 2018, uses VTScada software to monitor Motorola ACE3600 units at 19 remote sites. The Commission continues to expand the SCADA systems to other areas, including its Wastewater collection sites. The Commission plans to significantly expand the system in the next few years.

Client Contact Information: Jeremy Wilson (876) 772-7384 jeremy.wilson@nwc.com.jm

Start Date: 2017

Completion Date: Ongoing

Original Contract Amount: \$900,000

Final Contract Amount: \$1,500,000

3 - Pinellas County

Project Name and Location: SCADA System, Wireless Networks, Smart Devices & Instrumentation

Project Description: Main provider of SCADA, Process Control System, Equipment, and Instrumentation Services. Star Controls delivered multiple projects involving upgrading of existing SCADA and field hardware, as well as, advanced programming, and RTU software upgrade using different types of radio and LAN/WAN communications and 320+ RTUs.

Client Contact Information: Ed Atchison (727) 582-2329 eatchison@co.pinellas.fl.us

Start Date: 2016

Completion Date: Ongoing

Original Contract Amount: \$450,000

Final Contract Amount: \$2,500,000

7 - Cost Proposal

| | | |
|------------------|--|------------------|
| | ISLAMORADA, VILLAGE OF ISLANDS WASTEWATER SCADA IMPROVEMENT PROJECT (RFP 22-12) Bid Tab | |
| BID ITEM | DESCRIPTION | Line Cost |
| 1 | Lump Sum Fee for Deliverables | \$ 406,540.00 |
| 2 | Performance and Payment Bonds | \$ 10,000.00 |
| Base Bid | | \$ 416,540.00 |
| 10% Contingency | | \$40,654.00 |
| Total Bid | | \$457,194.00 |

8 - Timeline

Project Timeline / schedule

The project is composed of five main tasks. These are outlined and discussed below.

Many tasks can be performed in parallel, but some are completed in sequential manner. The following shows a summary of the tasks

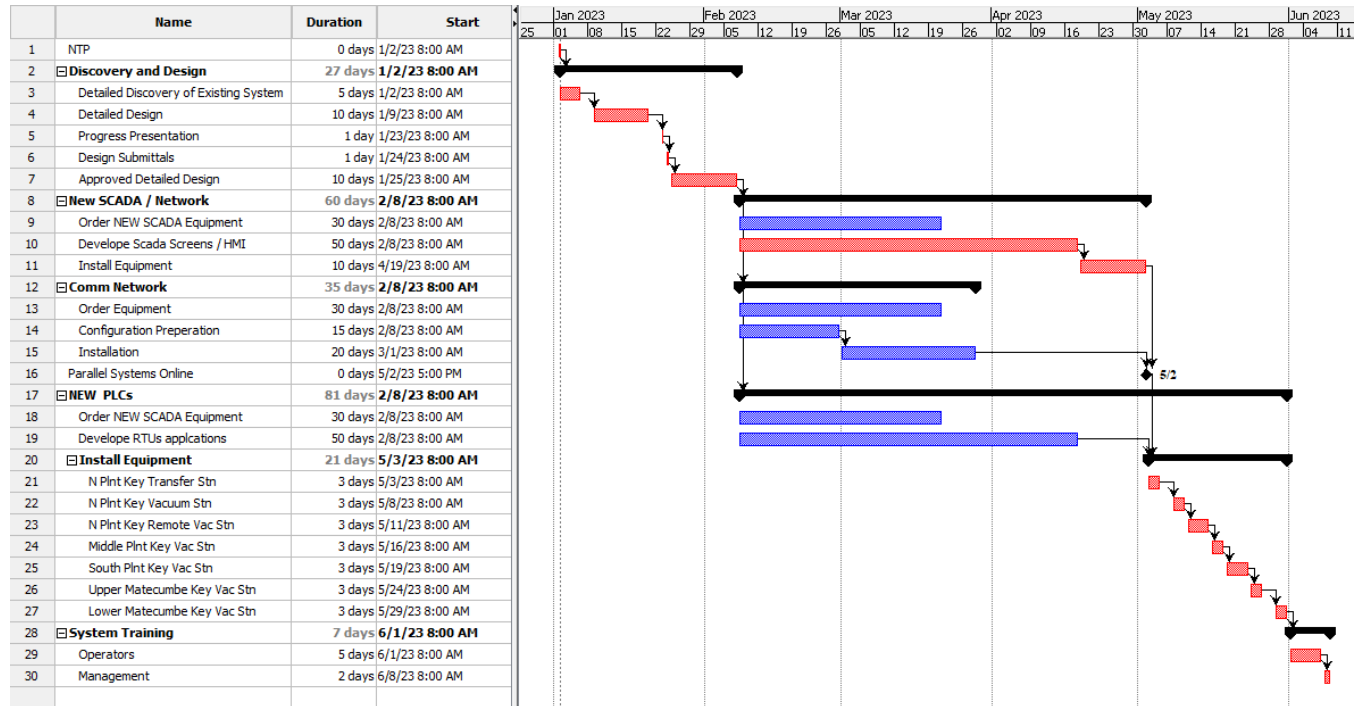
| TASK | Duration (days) | START | END |
|----------------------|--------------------|----------|----------|
| Discovery and Design | 27 | 01/02/23 | 02/07/23 |
| New SCADA / Network | 60 | 02/08/23 | 05/02/23 |
| Comm Network | 35 | 02/08/23 | 03/28/23 |
| New PLCs | 81 | 02/08/23 | 05/31/23 |
| System Training | 7 | 06/01/23 | 06/09/23 |
| Project Total | 115 | 01/02/23 | 06/09/23 |

Notes:

The existing SCADA system operation will be minimally interrupted (no more than 4 hours per site and only in RTU replacement phase, if needed)

The project schedule is detailed below with the Jan 2, 2023 as a starting date.

| TASK | Days | START | END |
|---------------------------------------|-----------|-----------------|-----------------|
| NTP | 0 | 01/02/23 | 01/02/23 |
| Discovery and Design | 27 | 01/02/23 | 02/07/23 |
| Detailed Discovery of Existing System | 5 | 01/02/23 | 01/06/23 |
| Detailed Design | 10 | 01/09/23 | 01/20/23 |
| Progress Presentation | 1 | 01/23/23 | 01/23/23 |
| Design Submittals | 1 | 01/24/23 | 01/24/23 |
| Approved Detailed Design | 10 | 01/25/23 | 02/07/23 |
| New SCADA / Network | 60 | 02/08/23 | 05/02/23 |
| Order NEW SCADA Equipment | 30 | 02/08/23 | 03/21/23 |
| Develop Scada Screens / HMI | 50 | 02/08/23 | 04/18/23 |
| Install Equipment | 10 | 04/19/23 | 05/02/23 |
| Comm Network | 35 | 02/08/23 | 03/28/23 |
| Order Equipment | 30 | 02/08/23 | 03/21/23 |
| Configuration Preparation | 15 | 02/08/23 | 02/28/23 |
| Installation | 20 | 03/01/23 | 03/28/23 |
| Parallel Systems Online | 0 | 05/02/23 | 05/02/23 |
| NEW PLCs | 81 | 02/08/23 | 05/31/23 |
| Order NEW SCADA Equipment | 30 | 02/08/23 | 03/21/23 |
| Develop RTUs applications | 50 | 02/08/23 | 04/18/23 |
| Install Equipment | 21 | 05/03/23 | 05/31/23 |
| N Plant Key Transfer Stn | 3 | 05/03/23 | 05/05/23 |
| N Plant Key Vacuum Stn | 3 | 05/08/23 | 05/10/23 |
| N Plant Key Remote Vac Stn | 3 | 05/11/23 | 05/15/23 |
| Middle Plant Key Vac Stn | 3 | 05/16/23 | 05/18/23 |
| South Plant Key Vac Stn | 3 | 05/19/23 | 05/23/23 |
| Upper Matecumbe Key Vac Stn | 3 | 05/24/23 | 05/26/23 |
| Lower Matecumbe Key Vac Stn | 3 | 05/29/23 | 05/31/23 |
| System Training | 7 | 06/01/23 | 06/09/23 |
| Operators | 5 | 06/01/23 | 06/07/23 |
| Management | 2 | 06/08/23 | 06/09/23 |



Project Tasks

Task order summary:

| Task | Description |
|----------------------|---|
| | Notice to Proceed |
| Discovery and Design | <p>During the initial project stage the following objectives will be performed:</p> <ul style="list-style-type: none"> • Complete system discovery and analysis • Detailed design of the new system • Submittals and approvals |
| New SCADA / Network | <ul style="list-style-type: none"> • New SCADA design and development of HMI and operation details, system security, and user management, and database and external connectivity |
| Comm Network | <ul style="list-style-type: none"> • Installation and provisioning of all new Comm equipment • Benchmarking data throughput and reliability • Testing redundancy mechanism |
| New PLCs | <p>The project included provisioning for modification or replacement of all PLCs to allow controls and future expansion. This phase includes upgrading and/or replacement of the hardware at 7 RTUs locations.</p> |
| System Training | <p>Following full system conversion and upgrade, a complete system training will be performed for operations and management</p> |
| Final Documentation | <p>Final Documentation will include system and owner's manual</p> |

9 – Warranty

Warranty

Star Controls provides a 1-year warranty for all hardware and software provided for this project starting at the time of commissioning.

Any new equipment selected will be based on reliability, ease of use, and cost effectiveness.

10 – Ability to Obtain Bonds



December 7, 2022

Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

RE: Principal: Star Controls, Inc.
Project: Wastewater SCADA Improvement Project RFP 22-12; Estimated
Contract Amount \$500,000.00

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for Star Controls, Inc. Their Surety is The Ohio Casualty Insurance Company, which carries an A.M. Best Rating of A XV and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds for the above captioned project. We obviously reserve the right to review the final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.


Star Controls, Inc. is an excellent contractor and we hold them in high regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely yours,

NIELSON, HOOVER & ASSOCIATES



Jarrett Merlucci
Resident Agent

15050 NW 79th Court
Suite 200
Miami Lakes, FL 33016
P: 305.722.2663
F: 305.558.9650
W: nielsonbonds.com

11 – State and Local Authorization to Transact Business

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30,

DBA:
Business Name: STAR CONTROLS INC

Receipt #:
Business Type: BUSINESS/FINANCIAL/CONSULTANT
(CONSULTING/SOFTWARE)

Owner Name: TIKVA MAGRIL
Business Location: 11555 HERON BAY BLVD STE 200
Business Opened:
State/County/Cert/Reg:
Exemption Code:

Business Phone:

Rooms

Seats

Employees

Machines

Professionals

| For Vending Business Only | | | | | | |
|---------------------------|--------------|---------|---------|---------------|-----------------|------------|
| Number of Machines: | | | | Vending Type: | | |
| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
| 33.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

STAR CONTROLS INC
11555 HERON BAY BLVD STE 200
CORAL SPRINGS, FL 33076



2023 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/22

This Certificate Expires on December 31, 2023

Business Name and Location Address

Certificate Number

16-8013487702-1

STAR CONTROLS INC
11555 HERON BAY BLVD STE 200
CORAL SPRINGS, FL 33076-3362

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

December 27, 2021

REGISTERED VENDOR NO.: 108946

Mr. Tzvi Magril, President
Star Controls, Inc.
11555 Heron Bay Blvd, #200
Coral Springs, FL 33076

CERTIFICATION EFFECTIVE DATE:
January 8, 2022

CERTIFICATION EXPIRATION DATE:
January 8, 2025

Dear Mr. Magril:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

SCADA, Telecommunications & Water Management Consulting Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Dollar".

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

12 – Contract Terms

9. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Signature of Authorized Certifying Official

Tzvi Magril

Name and Title of Authorized Certifying Official

12/5/2022

Date

10. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Authorized Certifying Official

Tzvi Magril

Name and Title of Authorized Certifying Official

12/5/2022

Date

11. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

In performance of this contract, the Contractor shall procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

12. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

In accordance with 2 C.F.R. §200.321, the Consultant/Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Consultant/Contractor must take; the requirements do not preclude the Consultant/Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Consultant/Contractor to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

ADDITIONAL CONTRACT TERMS FOR FEMA-FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

- C. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

- D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

- E. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



Signature of Contractor's Authorized Official

Tzvi Magril - President

Name and Title of Contractor's Authorized Official

Value-Added Benefits

Star Controls Maintenance and Support Program

Star Controls offers a comprehensive portfolio of maintenance products and services that meet different needs and budgets. In addition, recognizing that each customer is unique, we tailor services and products to specific needs.

With offices in Coral Springs (FL), West Palm Beach (FL), and Lakeland (FL), Star Controls helps to maintain, improve, and expand your SCADA system and extends the Life Cycle of the system.

Star Controls has the highest qualified, experienced and certified professionals. In many cases the vendors refer customers to Star Controls, counting on our professionals to address the customer's needs.

For the Weston SCADA system Star Controls offers a Maintenance plan that includes Tier 2 and Tier 3 Remote and On-Site support, as needed.

Tiers and Escalation Process

Star Controls Call service is based on a Three (3) Tiers model.

- **Tier 1** – Star Controls assume that Tier 1, identify that there is a problem, and first attempt to fix it will be through one of the following cases:
 - Weston staff will detect and report on failure event to Star Controls Response Center and its Trouble Ticketing management.
 - Star Controls' diagnostics will detect a failure or degradation of performance event.

After the event is detected, and the first attempt to fix it fails, the event is escalated to Tier 2.

- **Tier 2 - Maintenance Experts** of engineers and technicians that have been trained on Weston SCADA system. Tier 2 team has all knowledge and resources to address the SCADA. The team gained its experience through maintaining Mission Critical systems. The team will address the event. In the case that Tier 2 will not be able to resolve the problem it will escalate it to Tier 3.

The engineers of Tier 2 will have secured remote access to the customer's system. This will reduce substantially Mean Time to Repair (MTTR) and increase the System's Availability.

- **Tier 3 - Core Team** of SCADA Software. The team has many years of experience in designing, implementing, and maintaining SCADA systems. This is a world class team, which has gained a reputation among SCADA users around the world.

It is recommended that the engineers of Tier 3 have remote access to the customer's system. This will reduce substantially Mean Time to Repair (MTTR) and increase the System's Availability.

Star Controls Support Service – Procedure and Method

Background

Star Controls provide annual or on-demand support. This document describes the procedure and method of our Remote Support.

Proactive Support Service

Star Controls provides regular remote scheduled "health-check" sessions. Star Controls will report any degradation in performance

Scheduled Support Service

- Notice and Response Time - Minimum of one-week notice
- Example of service – improvements and non-urgent activities
- Procedure
 - Send an email to Star Controls Support (support@star-controls.com), or call (1-954-604-6656 Ext. 3), and describe the scope of the support
 - Support Representative will return via email with the suggested time for the support. Once it is confirmed an invitation will be sent to you and our team members that will provide the remote support.

Unscheduled Support Service

- Urgent calls, with faults that impact on critical operations
- Notice and Response Time – 6 to 12 hours response time, depends on availability of resources and terms & Conditions of the contract/agreement in place.
- Example – recovery from failure of major component in the system, or abnormal situation.
- Procedure
 - Send an urgent email, with description of problem, to support@star-controls.com, and (optional) leave a message at 1-954-604-6656 Ext. 3 (our support line)
 - The engineer on duty will support it, and if it is required, he/she will call in additional resources.
 - The immediate fix can be temporary, and then the support can be switched to scheduled (non-urgent)

Training & Educational Services

Description

Star Controls is a global professional education and integration company in the SCADA and Telecommunications fields. Our resolute team of professionals has been implementing and supporting customers with RTUs and SCADA software systems for many years. Our team includes engineers and trainers with unparalleled knowledge and expertise.

We believe that staff training and education are paramount for any responsible and progressive customer. We are now offering a line of standard training courses as well as custom-tailored ones, in which we transfer core knowledge to you and your staff so you can:

- Know more about your SCADA system
 - How it works and how to take more control over it (better operation and maintenance).
 - Better-informed users have more control over their system.
- Become more self-reliant and better able to trouble shoot and maintain the system
 - Make simple changes without calling your integrator.
 - Analyze, troubleshoot, and improve system reliability yourself.
- Discover what new technologies can be adapted to your system.
- Integrate new services (security, planning, water flow, etc.) to your SCADA system.

Courses are delivered by one of the premier SCADA specialists, with many years of field experience. All courses include **relevant Hands-On**, and students will be able to utilize immediately their knowledge in the field. Some courses are delivered on the customer's system.

Sample Work

Site Surveys

Star Controls has performed many site surveys, studies, and inspections. We provide a comprehensive electrical, mechanical, and operation report and recommendations for each visit, as show in the example:

Kirkland

Site Description

relift site pumps from forest hill 123 then when tank is full this site pumps up to Brentwood relift site two pumps installed third pump being repaired

Picture



Tank Site that relifts to Brentwood, two tanks on this site one new steel tank and one old cement tank both in use. This site uses the same control panel setup, so it has most of what we need. Good space for the RTU and Terminal strip. Ac power in cabinet with extra slots in panel for our circuit. The site has three pumps, the rotation for them is run two for 20 hours then swap in the third and drop out the one that has run for twenty hours. The water is pumped from Forest Hill 123 to here then relifted from here to Brentwood. Large steel tank will have the tank level and PH and CR all mounted from the top of tank and the NWC will run a large conduit 1.5 inch or bigger from the top of the tank to the control panel and all three sensors will be routed through this conduit. The second tank they want Water level only so a separate conduit run for this will be required.

There is a flow meter in a vault with a pressure switch to shut the system off when pressure is reached. We will have NWC add a tee to the connection of the pressure switch to add our Forced main pressure and will run the wires in the same conduit that the flow meter is currently using.

| | |
|---------------------|---|
| Site Access | fenced no building control panel not locked |
| Structure Condition | control cabinet no building control |

More info

| | |
|-----------------------|-----------------------|
| Site Security | fenced but not locked |
| Cellular Connectivity | Yes |
| AC Power | Yes |
| Size of Service | 400 |
| No. of Breakers | 4 |

Solar/Pumps

| | |
|--|--|
| RTU Location | Outdoors |
| HOA Switch | No |
| Cellular Antenna Location | Outdoors |
| Pumps | Two pumps run at a time after 24 hours of pop the third pump is schedule when there is water, they all pump. |
| Pump Power Monitor Present | yes |
| External Power Monitor Required | no |
| Pump Control Dependent | Yes |
| Pump Control Dependent (Describe Relationship) | pump needs to know level of tank uphill Brentwood to know when to pump and stop currently the floats are used to turn on and IF TANK AT Brentwood is full, it shuts off a valve and this site senses this |
| Pump Rotation Schedule | run two pumps for 24 hours when water is available then switch in third and drop old pump time is actual pump time rotation is 20 hours |

Pump1

| | |
|--------------|--------------------------------|
| Condition | two working one out for repair |
| Pump Picture | |



Constant Springs Water Treatment Plant

Site Description

Constant Springs Water treatment plant is a large treatment facility that should be made into three different sites due to distance.

The first site is up close to the building and is a take-off point to the Hope treatment plant and to Long Lane. At this site, the flow meter for the total flow leaving the plant and the four pumps, flows and pressures for the two take off points are here. There is a large building that houses the pump controls that will hold the RTU and signals for the three flow meters can be run to this point. The pressure transducers that are already installed on the four pumps could be monitored or new pressure transducers could be added here. An existing service water system is installed near building, the enclosure for the water quality sensors can be mounted here or the sensors can be mounted up with the other water quality sensors and signals brought back the RTU in pump building.

The Second Site would be at the large storage tank, there is AC power located at the far end of tank. An RTU station here would monitor Tank level. The sensor would be suspended down in the tank and wired to a junction box above the sensor installation with a conduit ran to the RTU from that point. If wired back to first RTU it would be 1300-foot run of conduit and wire for each sensor.

The third site is a split in the line off the property where a pair of flow meters and pressure loggers are currently installed. The first Flow meter is in a small cement building with a pressure logger there and the second flow meter is on a pipe about 150 feet away. This site is not on the SOW but was requested by NWC. This site is about 1 mile from RTU 1 next to the treatment plant and could not be connected by wire. A wireless solution or separate RTU would be best.

| | |
|---------------------|---|
| Site Access | good |
| Structure Condition | Nice buildings and fenced compound except for third site location. It has a small concrete building that the door would have to be replaced to make the place secure. |

More info

| | |
|---------------------------------|---|
| Site Security | Good everywhere at treatment plant. Third site location is off site and would require a new door to be made secure. |
| Cellular Connectivity | Yes |
| AC Power | Yes, could be ran to all three sites |
| Cellular Signal Strength (RSSI) | 71 |
| No. of Breakers | 0 |

Solar/Pumps

| | |
|--------------|---------|
| RTU Location | Indoors |
|--------------|---------|

| | |
|--|--|
| HOA Switch | No |
| Cellular Antenna Location | Outdoors |
| Pumps | 4 |
| Pump Power Monitor Present | yes |
| Pump Control Dependent | Yes |
| Pump Control Dependent (Describe Relationship) | Four pumps two for each take off One pair pumps water to Still well tank the other pair pumps to Narbrook. The tank levels at those sites are needed to let pumps know when to pump currently one of each pair runs all the time and the operator will switch them every 40 to 60 hours. |
| Pump Rotation Schedule | one runs constantly then is switched out every 40 to 60 hours manually |

Add Pump

Pump Picture



| | |
|-------------------|----|
| Add Another Pump? | No |
|-------------------|----|

Tanks

| | |
|-------|---|
| Tanks | 2 |
|-------|---|

Tank dependent on another site?

No

Add Tank

Size

25

Condition

Older Inground cement walled inclined to the center
sensors will have to be mounted away from side to
allow access to bottom of tank

Distance from PLC

120

Tank Level

25

Tank Picture



Communication Studies and Recommendations

Discovery and Data Gathering for the City of West Palm Beach

Starting with the kickoff meeting, which was held on August 7th, 2019, Star Controls held discovery, data gathering and interviews meetings with the Subject Matter Experts (SMEs) from Engineering & Public Works Department as well as from the IT Department. During and after those meetings, the Department provided information on its operations, infrastructure, and goals.

Note - Information, and mainly regarding type of RTUs, wireless modems and frequencies were not consistent in different documents.

This section covers the information we gathered, which is relevant to the Plan.

- **SCADA sites and Type of RTUs - 150**

- **Lift Stations – 120**

- Aquatrol – 45
 - Cross Star - 1
 - DCC - 11
 - Motorola ACE3600 – 37
 - Motorola MOSCAD-L – 7
 - Santis - 19

Notes:

1. Few additional lift stations are not connected to SCADA
2. O&M team is migrating old RTUs to Motorola ACE3600

- **Storm Water Stations – 9**

- Motorola ACE3600 – 4
 - Motorola MOSCAD-L - 2
 - Santis – 3

- **Fresh Water Wells – 11⁽¹⁾**

- Motorola MOSCAD-L

- **Watershed Management Stations – 10⁽¹⁾**

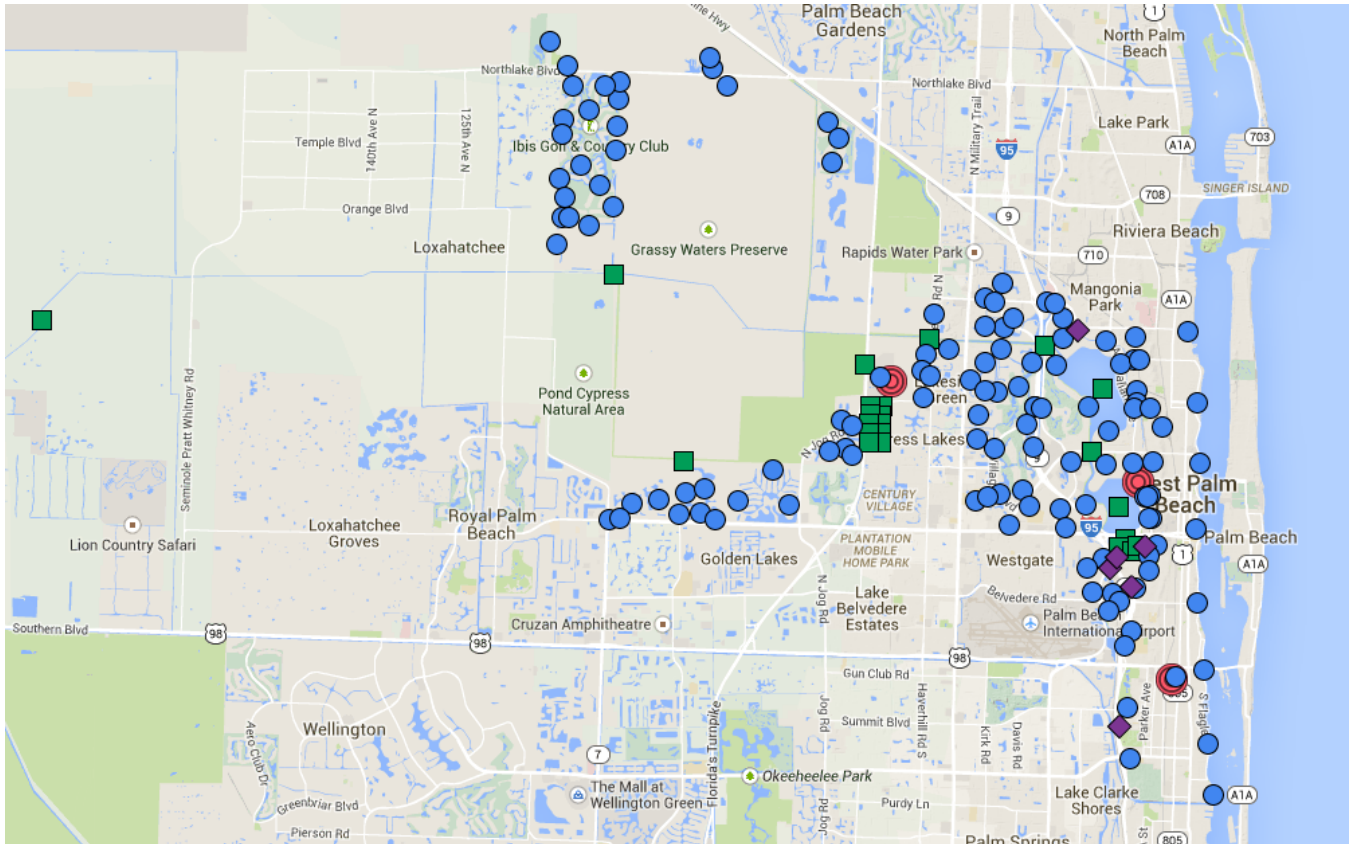
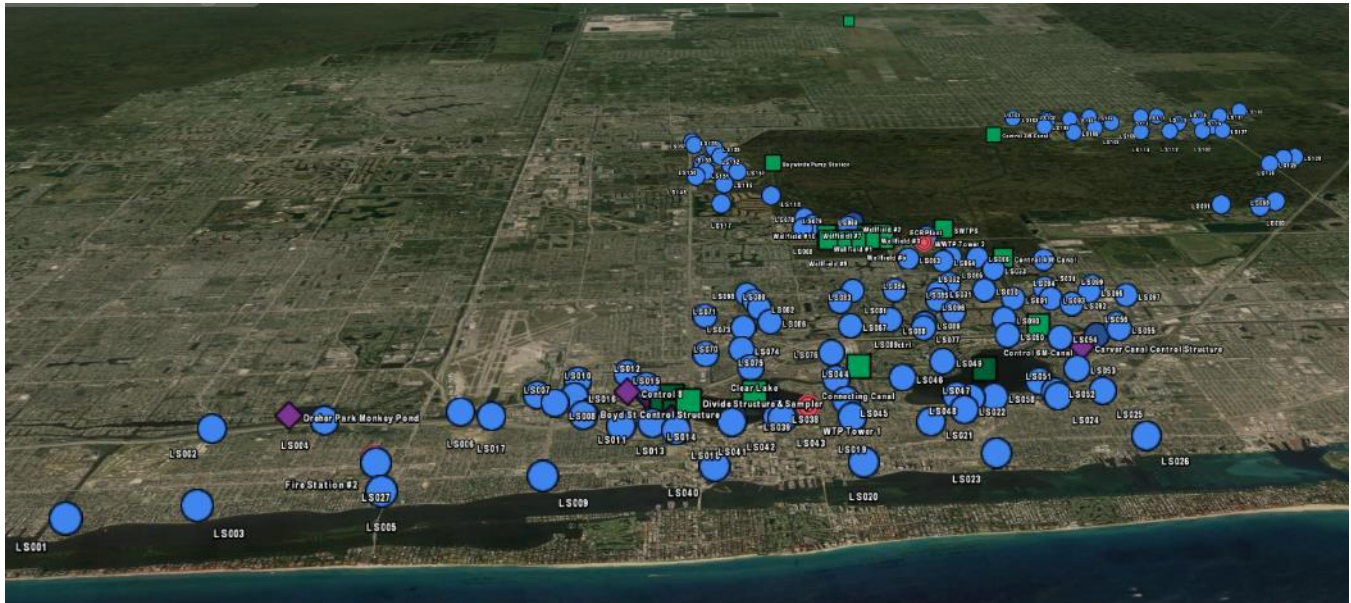
- Motorola ACE3600 – 6
 - Motorola MOSCAD-L - 4

- **Mission Critical Sites – 11**

- Lift Stations – LS005, LS009, LS013, LS020, LS040, LS047, LS088, LS089, LS100
 - Storm Sites – Boyd Gates; Baywinds Storm

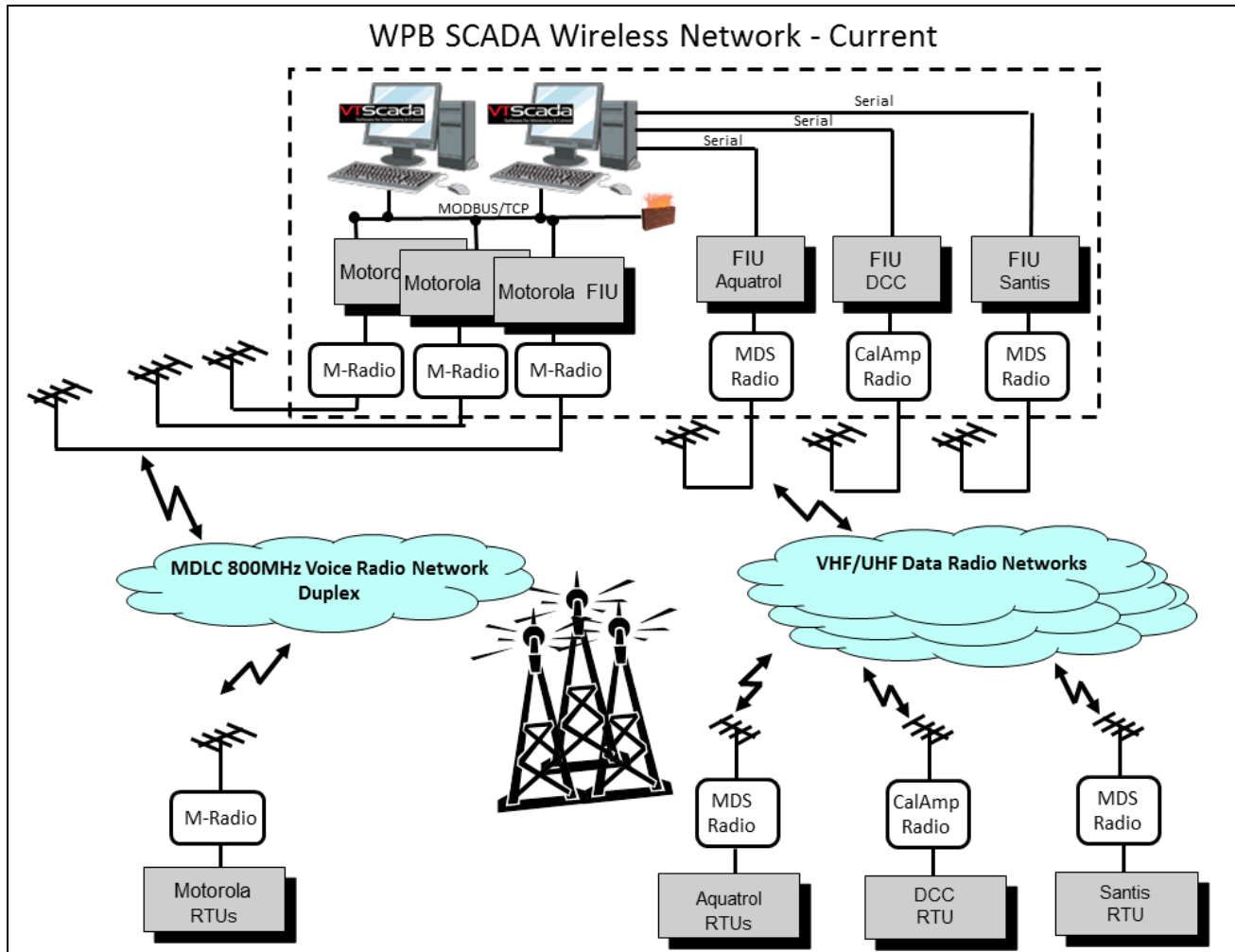
Note

⁽¹⁾ – it is not clear if the city wants to include these sites in the scope of this job.



- [FCC and RF Status](#) (SCADA Frequency Allocation 110514.XLSX)
 - 218.375 MHz Lift Stations "Santis" stations licensed
 - 216.900 MHz Still licensed, but abandoned by Lift Stations "Santis" stations licensed
 - 153.575 MHz Water Plant Repump stations licensed
 - 854.3375 / 809.3375 MHz Lift Stations "Motorola" system licensed
 - 151.3475 MHz Lift Stations "DCC" stations licensed
 - 952.48125 / 928.48125 MHz Lift Stations "Aquatrol" stations licensed
 - 458.200 MHz Wellfield and Control 4 stations licensed
 - 902-928 MHz AWT Level stations. spread spectrum unlicensed
- **Wireless WAN (Wide Area Network) Modems**
 - Aquatrol
 - Radio Modem – MDS 1000, MDS 2310
 - Network – Serial; Analog; Multi-Drop
 - Speed – up to 9,600bps
 - Cross Star
 - Radio Modem – MDS 1000, MDS 2310
 - Network – Serial; Analog; Multi-Drop
 - Speed – up to 9,600bps
 - DCC
 - Radio Modem – Data Radio T96SR
 - Network – Serial; Analog; Multi-Drop
 - Speed – up to 9,600bps
 - Motorola MOSCAD-L and ACE3600
 - Radio Modem – Motorola MTS2000 and XTL2500; Analog Voice Grade Radio with DPSK Modulation
 - Network – DPSK; Motorola Analog/Digital; Multi-Drop
 - Speed – 1,200bps
 - Santis
 - Radio Modem – MDS 2310
 - Network – Serial; Analog; Multi-Drop
 - Speed – up to 9,600bps
- **SCADA Software**
 - VTScada Version 9.7
 - Redundancy
 - Primary Server IP address: 10.30.7.5
 - Secondary Server IP address: 10.71.3.12
 - Users
 - Current – 78
 - Admin – 3
 - Supervisors – 15
 - Operators – 60
 - Future - 100
 - Field Interface
 - DCC Master Polling Station - Serial Port 6 on Primary Server; 4,800bps
 - Santis Master Polling Station - Serial Port 2 on Primary Server; 9,600bps
 - Aquatrol Master Polling Station - Serial Port 5 on Primary Server; 1,200bps
 - Motorola RTUs

- 3 FIUs (Field Interface Units) – MODBUS TCP/IP
- DCR Layer - VTScada interface the FIUs is through DCR Layer. The VTScada cannot be upgraded to a newer version unless DCR Layer will support the new version.



- **Cyber Security**
 - The SCADA system has some simple Firewall at the Corporate LAN.
 - The SCADA software utilized Access Management with Privilege List.
 - Remote access through Corporate VPN
 - The SCADA system does not have any Cyber Security at the wireless networks (WAN).
 - The SCADA system does not have any Cyber Security at the RTUs.
- **Asset, In-Service Inventory and Version Control Management**
 - The Department has no tool to manage Asset, In-Service Inventory and Versions.
 - Due to the on-going migrations from old RTUs to new ones, and lack of management tool, the information we gathered is inconsistent and does not follow the in-service inventory.

Analysis and Recommendations

1. General

Throughout the analysis process we evaluated different components and aspects of the SCADA system and their impact. The analysis took into consideration the information we gathered during the discovery, as well as Star Controls' knowledge base and experience. For each component or aspect, we examined different options, with pros-cons for each.

While reading the recommendations it is important to note the following points:

- Scope of work - Star Controls identified, during the data gathering stage, components and aspects of the SCADA system that were not in the original scope of this project but clearly required immediate improvement. Star Controls decided to include recommendations on these items, since they are important to the success of the migration/upgrade of the SCADA system.
- Business Continuity and Implementation Timeline – the suggested timeline to implement the recommendations will take into consideration Business Continuity. At any given time of up
- The final budget and schedule for implementation will be decided together with the Department's personnel.

1.1 Wireless Wide Area Network

While evaluating the current wireless networks (WAN), and identifying the opportunities for improvement, we recognized different technological and operational aspects.

- Private vs. Public Network
- Analog vs. Digital
- IP based link vs. Circuit Switch
- Licensed vs. Unlicensed
- Market trends and regulations, which dictate availability of frequencies and efficient use of RF resources, e.g. Narrowband.

Current wireless network:

- The SCADA system is utilizing an outdated hybrid wireless Sub-Networks, which are based on the following technologies:
 - Old GE-MDS modems
 - Old CalAmp (Data Radio) modems
 - Slow Motorola DPSK modem on a voice grade radio network
- Many of the modems are so old that it is hard to find replacements. The old modulation that the existing modems use makes it impossible to replace them with newer modems from the same vendor.
- The performance of modems is inadequate to satisfy the requirements of modern SCADA systems. The current technologies are not ready to support the requirements of the next generation SCADA systems.
- Coverage - the coverage is accomplished by repeaters located on towers.
 - The city is in the process of relocating the towers. See attached locations in Appendix A.
- The Maintenance team has no software to log, analyze and troubleshoot the wireless networks.

Analysis:

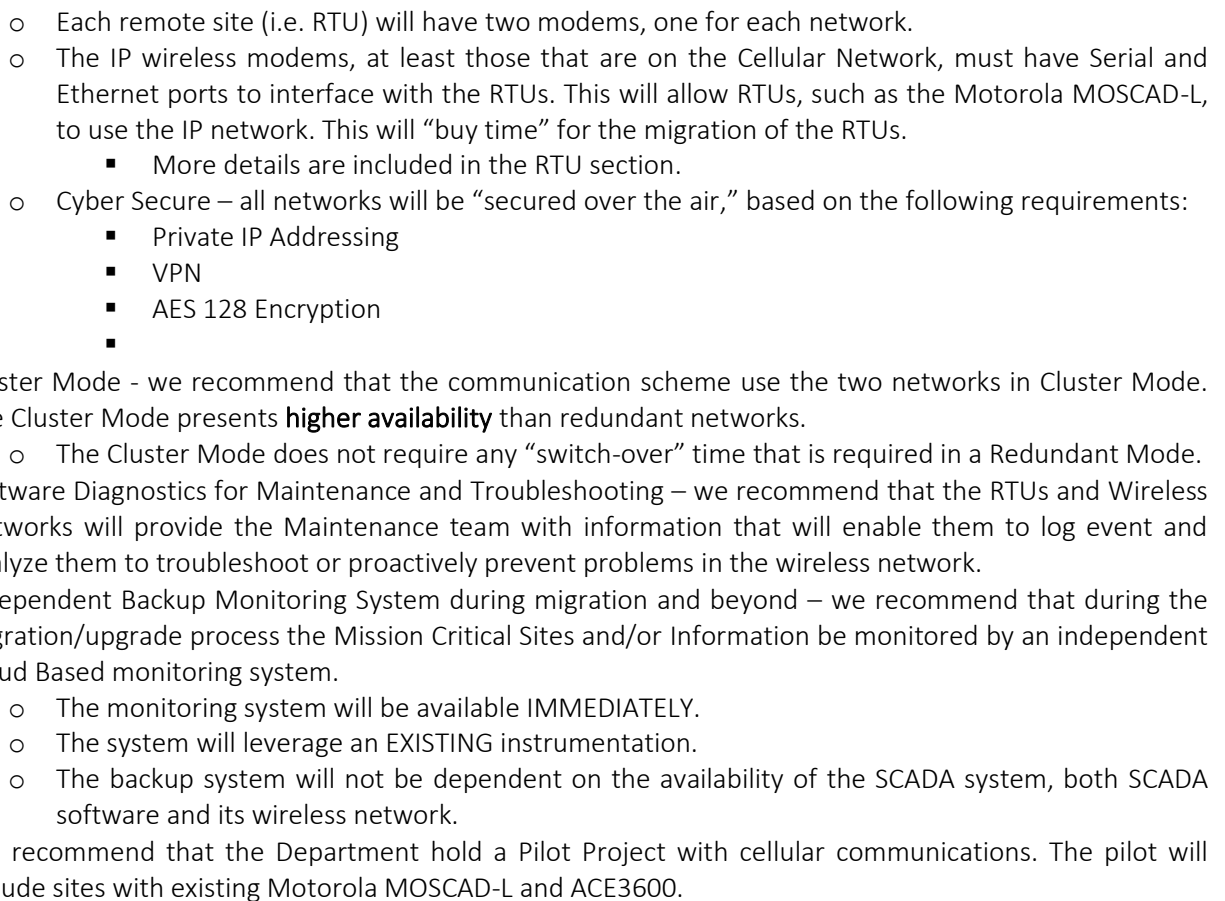
- The different wireless technologies (“Babylon Tower”) that are used in the current system present a major maintenance challenge to the Maintenance team. Combined with the aging RTUs, the maintenance of the wireless networks presents a risk to the availability of the SCADA system.
- The aging RTUs are holding the Department from migrating to IP based wireless technologies. Please refer to details in the section that address the RTUs.
- The Department has no tools to detect and troubleshoot problems in the wireless networks.
 - Many of the problems are currently fixed though “trial and error” efforts.
 - There are no tools to identify and proactively address degradation in performance before it becomes a problem.
- The Warm-up Time of the Motorola voice grade radios is very long, which becomes a major bottleneck in system’s efficiency.
- The Motorola MDLC protocol (i.e. see details later in this document) compensates for some of these delays by supporting unsolicited mode of communications. Yet, the voice grade radios prevent sending more detailed information from the sites (e.g. trending of water level) or adding more RTUs on the same channel.
 - The current implementation of the MDLC protocol is poor and does not leverage the actual potential of this advanced protocol.

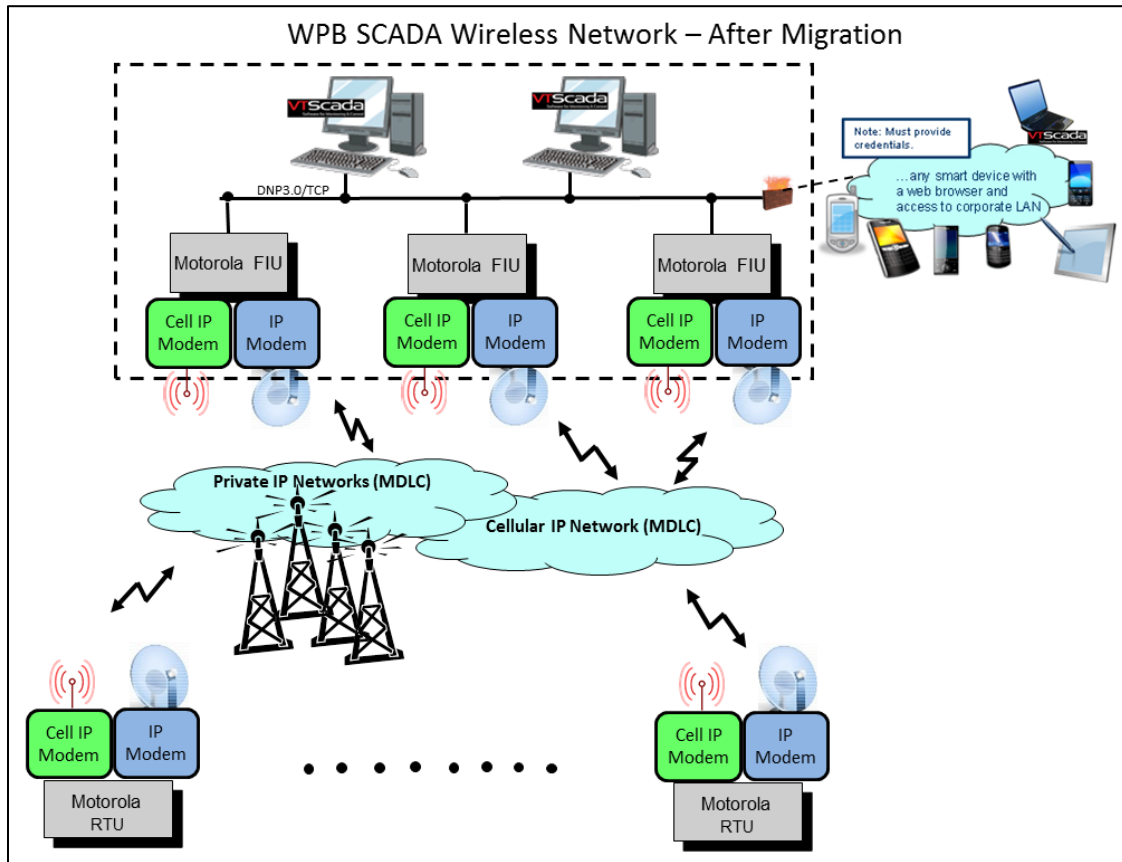
Recommendations:

- The migration of the wireless networks to IP based is necessary.
 - IP based will allow the Department to benefit from different available wireless technologies. And will allow simple migration to future wireless technologies, e.g. LTE.
 - Wireless IP network will allow an immediate improvement of data flow from the SCADA sites to the SCADA server.
 - Wireless IP networks will allow the Department to add, in a later stage, additional remote applications that will be required, such as site surveillance and access management.
- To secure smooth migration to IP based networks, while taking into consideration the time constraints and migration of old RTUs to new ones, we recommend developing two parallel wireless networks.
 - One network will be based on Cellular Network.
 - This network will be available immediately and allow fast migration.
 - This network will guarantee “Business Continuity,” so at any given time the SCADA server will have access to the remote sites.
 - The second network will be a Private Network that the city will develop for the SCADA (i.e. and maybe other applications).
 - The private network will leverage the towers that the city is deploying
 - We recommend two technologies that have been vastly used for SCADA:
 - Wide Band Point-to-Multipoint PMP100 of Cambium Networks and PTP800 (www.cambiumnetworks.com/products).
 - The city already uses the technology for the city –Wide Cameras system
 - Narrow Band networks from two suppliers
 - CalAmp Viper-SC - www.calamp.com/products/ip-modems-and-routers/viper-sc. CalAmp is the supplier of one of the existing old data radios.
 - GE MDS SD - www.gedigitalenergy.com/Communications/catalog/sdseries.htm GE MDS is the supplier of few existing old data radios.

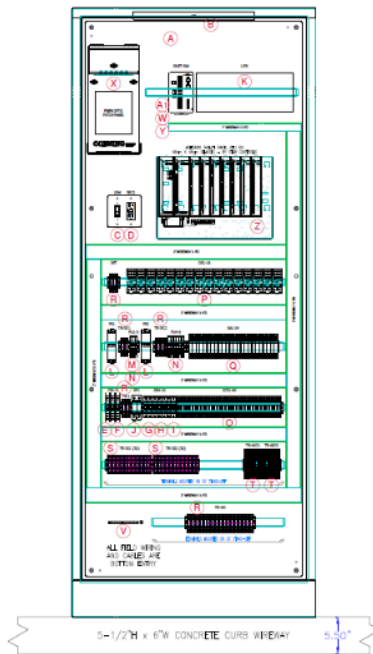
For details on Cellular and the IP Wireless modems please refer to Appendix L.

- 4th Tower - Cambium Networks engineer recommend adding 4th tower in the following area:





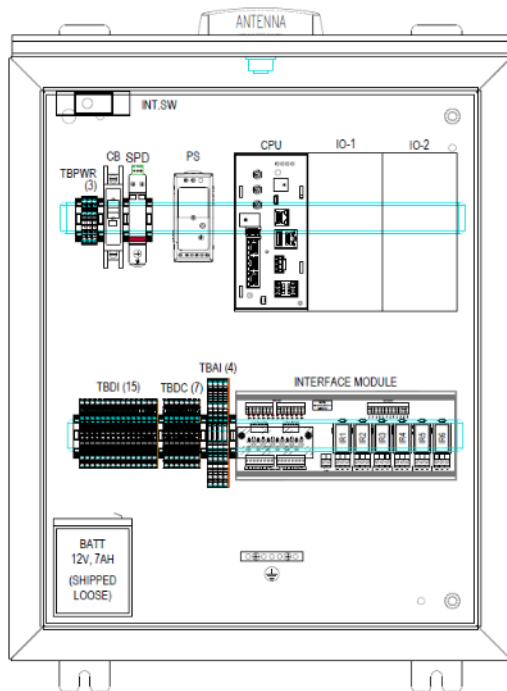
Products / Installations



| BILL OF MATERIAL | | | | | | |
|------------------|-----|--------|--------------|---|---------------|-----|
| ITEM | Qty | Label | Part No. | Description | Manufacturer | Qty |
| 1 | A | BP | SP-SPR01 | BACK PANEL, 1/2" CARBON STEEL, WHITE PAINTED FINISH | SCHAEFFER | 1 |
| 2 | A | BT | SP-SPR02 | TOP PANEL, 1/2" CARBON STEEL, WHITE PAINTED FINISH | ALLEN BRADLEY | 1 |
| 3 | C | LSW | 120-120100A | LIGHT SWITCH, 30A, INAMP-CONNECT, WHITE | MUELLER | 1 |
| 4 | D | REC1 | 125113NAPB | DUPLEX GPO RECEPTACLE, 15A, INAMP-CONNECT, WHITE | MUELLER | 1 |
| 5 | A | CB1 | PAC-21-41P | SUPPLEMENTARY PROTECTOR, C-CURVE, 1/2" DIA, UL1077 | EATON | 1 |
| 6 | A | CB2 | PAC-21-41P | SUPPLEMENTARY PROTECTOR, C-CURVE, 1/2" DIA, UL1077 | EATON | 1 |
| 7 | A | CB3 | PAC-21-41P | SUPPLEMENTARY PROTECTOR, C-CURVE, 1/2" DIA, UL1077 | EATON | 1 |
| 8 | A | CB4 | PAC-21-41P | SUPPLEMENTARY PROTECTOR, C-CURVE, 1/2" DIA, UL1077 | EATON | 1 |
| 9 | A | CB5 | PAC-21-41P | SUPPLEMENTARY PROTECTOR, C-CURVE, 1/2" DIA, UL1077 | EATON | 1 |
| 10 | J | SP1 | 01A23-1010R | GROUND PROTECTOR, 120VAC, WORKING | CITEL | 1 |
| 11 | K | UPR | 01A23-1010R | UNDERPROTECTOR, 120VAC, WORKING | CITEL | 1 |
| 12 | L | PEST32 | CSE-321 | GROUND POWER SUPPLY, 120VAC | APC | 1 |
| 13 | M | MS40A | MS40A | GROUND POWER SUPPLY, 120VAC | APC | 1 |
| 14 | M | PIU1 | MS40A | GROUND POWER SUPPLY, 120VAC | APC | 1 |
| 15 | N | FLC-9 | MS40A | GROUND POWER SUPPLY, 120VAC | APC | 1 |
| 16 | O | KUG-4 | MS40A | GROUND POWER SUPPLY, 120VAC | APC | 1 |
| 17 | O | KUG-4 | MS40A | GROUND POWER SUPPLY, 120VAC | APC | 1 |
| 18 | P | OR1-15 | 150CRNMG-SD3 | RELAY SOCKET, 150VAC, 15A, 150VAC, | | |

| ITEM | Qty | Label | Part No. | Description | Manufacturer | Qty |
|------|-----|-------|----------|---|--------------|-----|
| 1 | | | V10P | 7 I/O SLOT FRAME | MOTOROLA | 1 |
| 2 | | | RTU-CPU | 42CM88 RTU w/UPGRADE TO CPU88 | MOTOROLA | 1 |
| 3 | | | 10000000 | SECURITY ENABLE OPTION | MOTOROLA | 1 |
| 4 | | | V212 | PLD-IN ETHERNET PORT, 10/100 M | MOTOROLA | 1 |
| 5 | | | RTU-PS | AC POWER SUPPLY | MOTOROLA | 1 |
| 6 | | | IO-102 | 12 DIGITAL INPUT MODULE, 5VDC | MOTOROLA | 2 |
| 7 | | | IO-1 | 16 DIGITAL OUTPUT MODULE, 5VDC | MOTOROLA | 1 |
| 8 | | | IO-405 | 4 OUTPUT, 8 INPUT MIXED ANALOG MODULE, 4-20mA | MOTOROLA | 2 |
| 9 | | | V20 | BLANK I/O MODULE | MOTOROLA | 2 |
| 11 | | | ENET-SW | 85300-RT22-E | CISCO | 1 |
| 12 | | | SPF | 800-100-1000 | CISCO | 1 |

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ENCLOSURE:
SPN4SS-242010-1310 (24"H x 20"W x 10"D) NEMA 4X RATED, FABRICATED FROM TYPE 304 STAINLESS STEEL WITH WHITE POWDER-COATED FINISH WITH BOLT ON DRIP SHIELD. OUTER DOOR HAS PAD-LOCKABLE 3-POINT HANDLE, MIN 90° DOOR STOP, AND LARGE PRINT POCKET.

BACK PANEL:
SPPAL-2420 (21"H x 17"W) - FABRICATED FROM 0.125" TYPE 5052 ALUMINUM WITH WHITE POLYESTER POWDER COAT FINISH.

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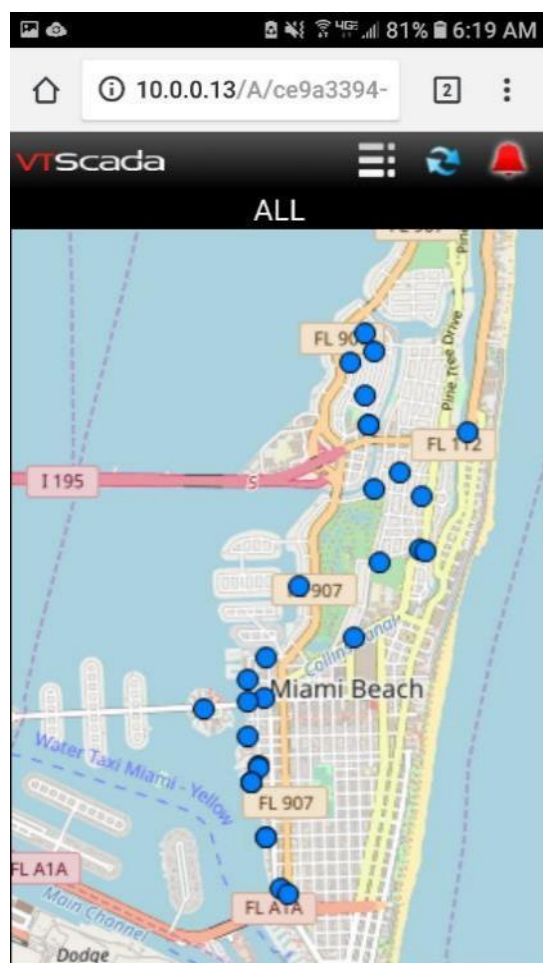




[illegible]



Mobile Device Displays



VTScada





Current

History

 SW11: SW\SW11\RTU\High_Level |
High Level (HIGH)
Critical | 2018-Aug-14 06:14:14

 SW23: SW\SW23\Pump2\HOA\OFF |
Pump 2 in OFF position
Warning | 2018-Aug-14 06:06:22

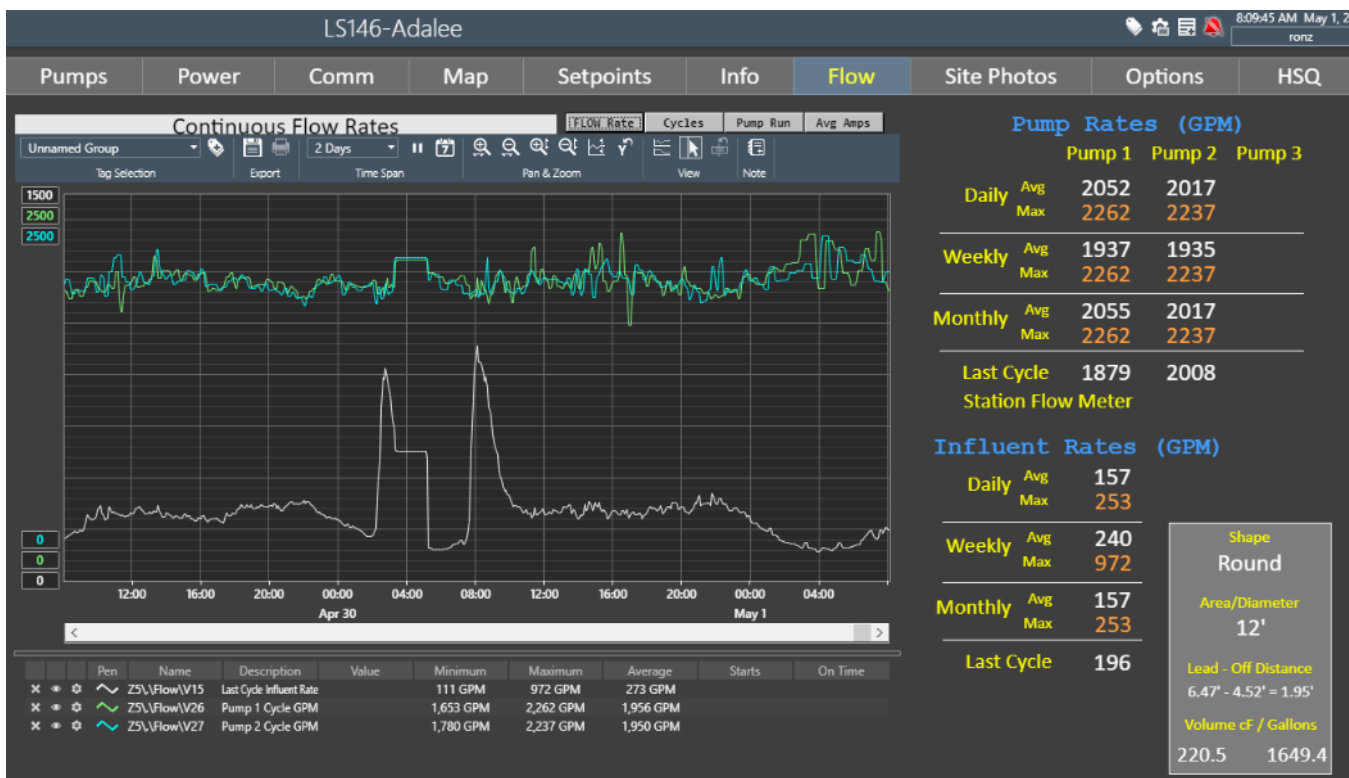
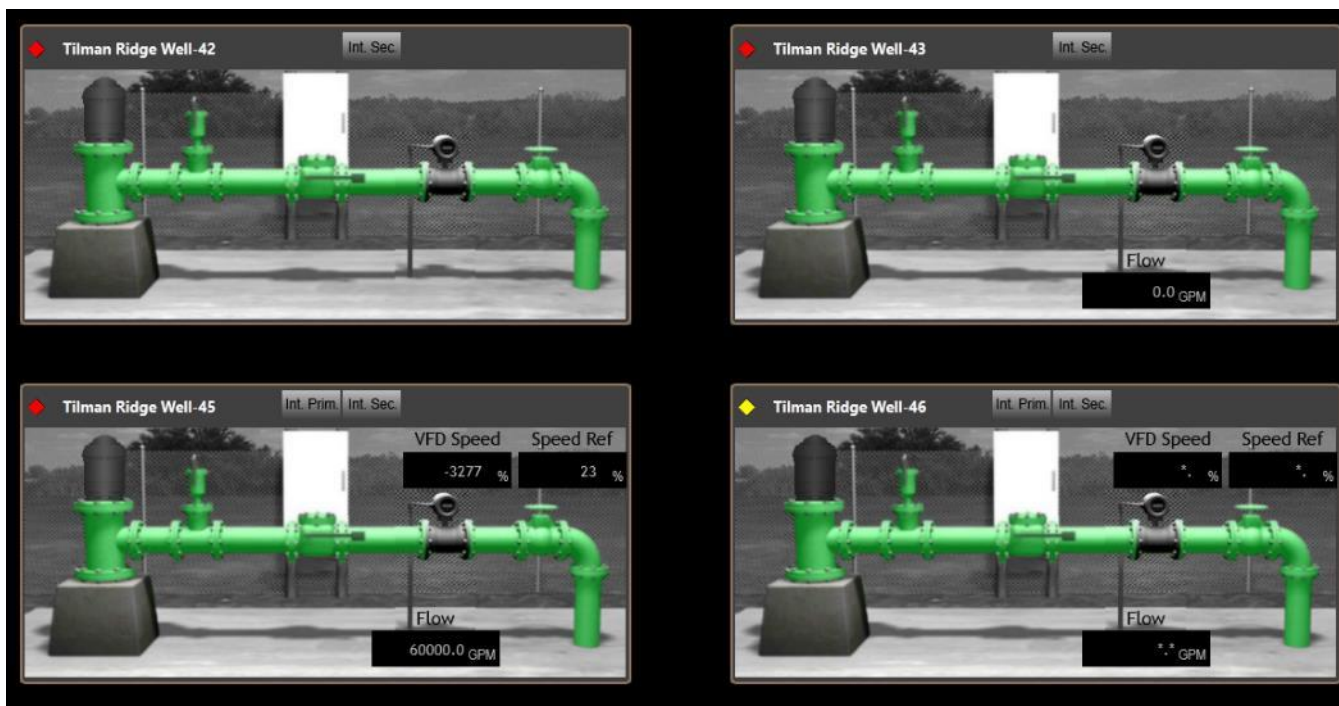
 SW29: SW\SW29\Pump2\HOA\OFF |
Pump 2 in OFF position
Warning | 2018-Aug-14 06:06:22

 SW17: SW\SW17\Pump2\HOA\OFF |
Pump 2 in OFF position
Warning | 2018-Aug-14 06:06:22

 SW2: SW\SW2\Pump2\HOA\OFF |
Pump 2 in OFF position
Warning | 2018-Aug-14 06:06:22

 SW32: SW\SW32\Pump2\HOA\OFF |
Pump 2 in OFF position
Warning | 2018-Aug-14 06:06:22

| VTScada | | SW\SW11\RTU |
|---------------|---------------------|-------------|
| Door | RTU Door | OPEN |
| Float_Voltage | Float Voltage Fault | Normal |
| High_Level | High Level | HIGH |
| Low_Level | Low Level | Normal |
| Phase_AB | Phase AB Voltage | 432 Volts |
| Phase_BC | Phase BC Voltage | 442 Volts |
| Phase_CA | Phase CA Voltage | 413 Volts |
| RTU_AC_Pwr | RTU AC Power | Normal |
| RTU_Module1 | | Normal |

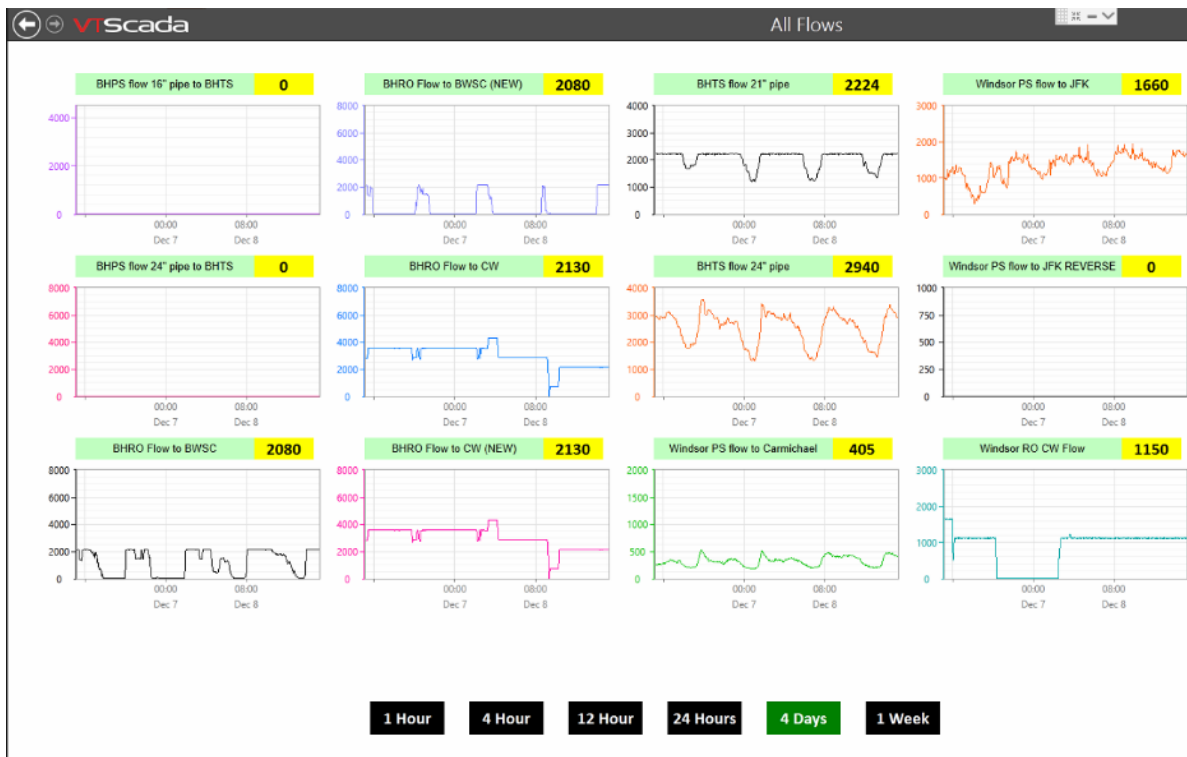
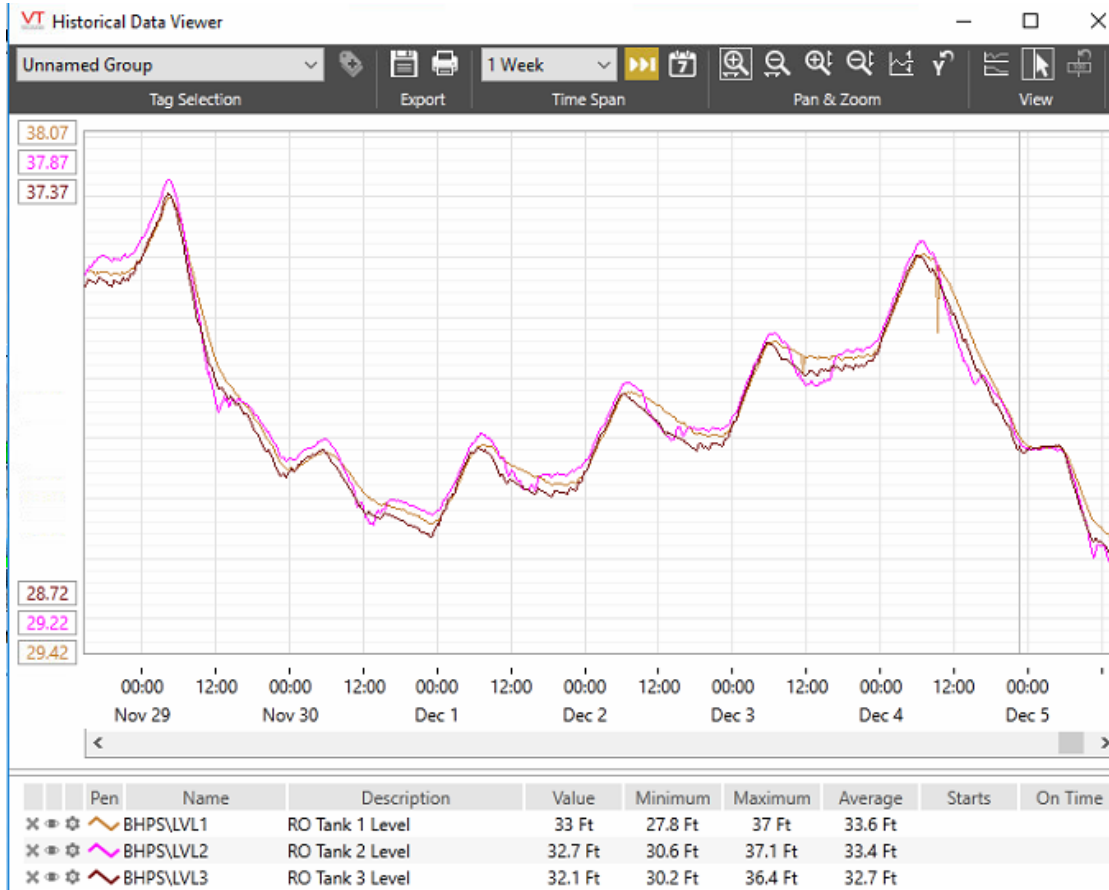


Treatment Plant Examples -Style "Photo-realistic"

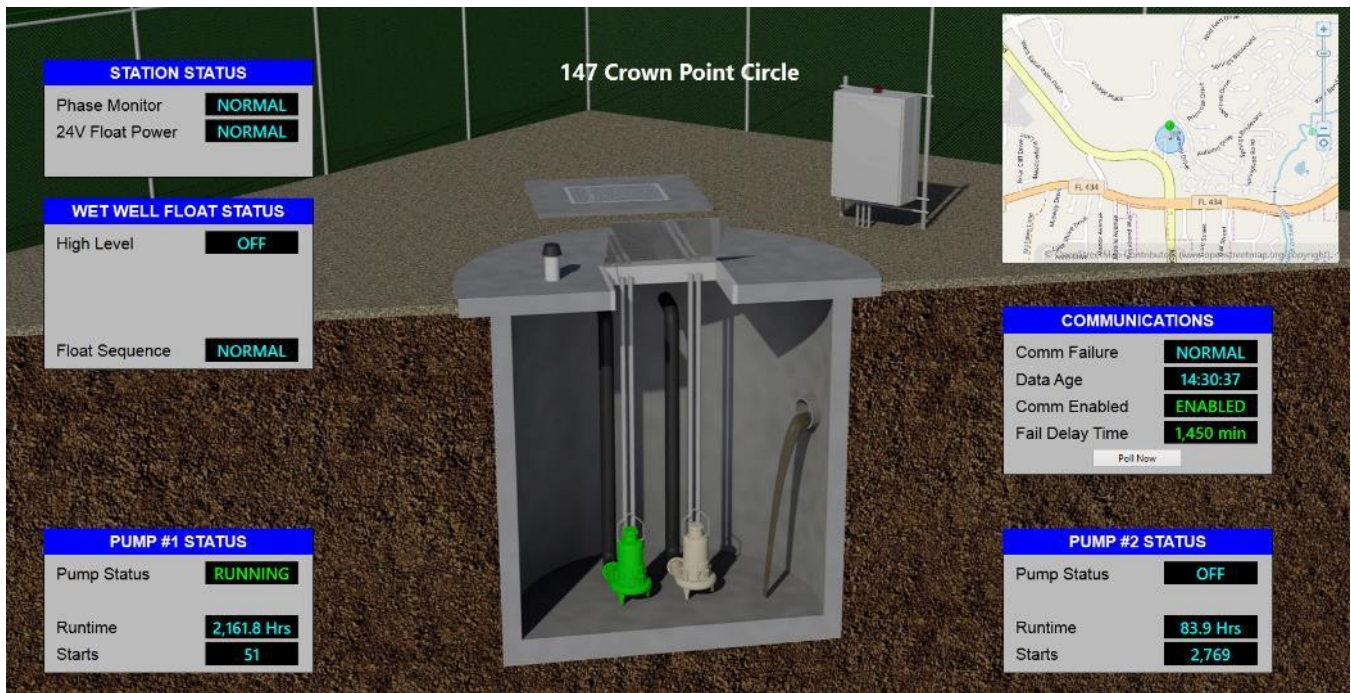
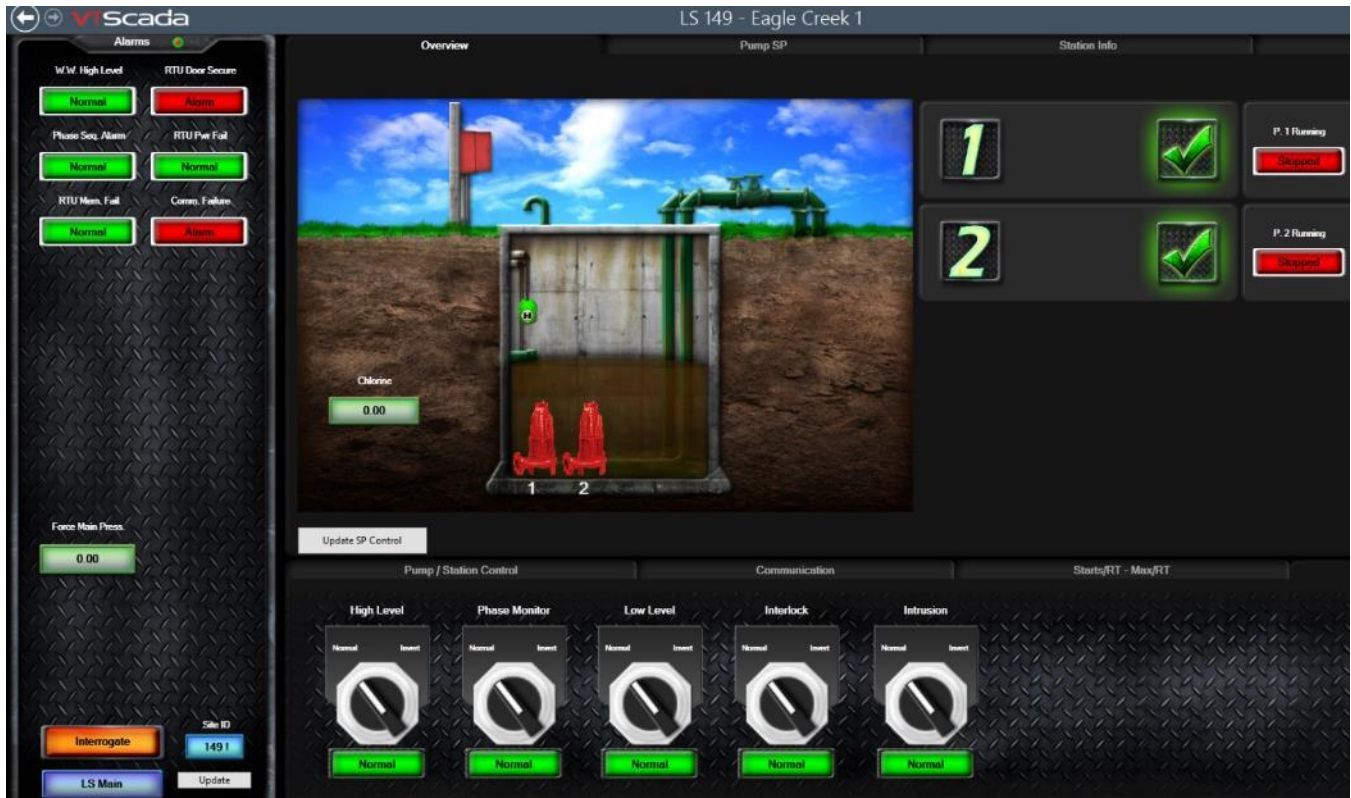
Alarms and Miscellaneous

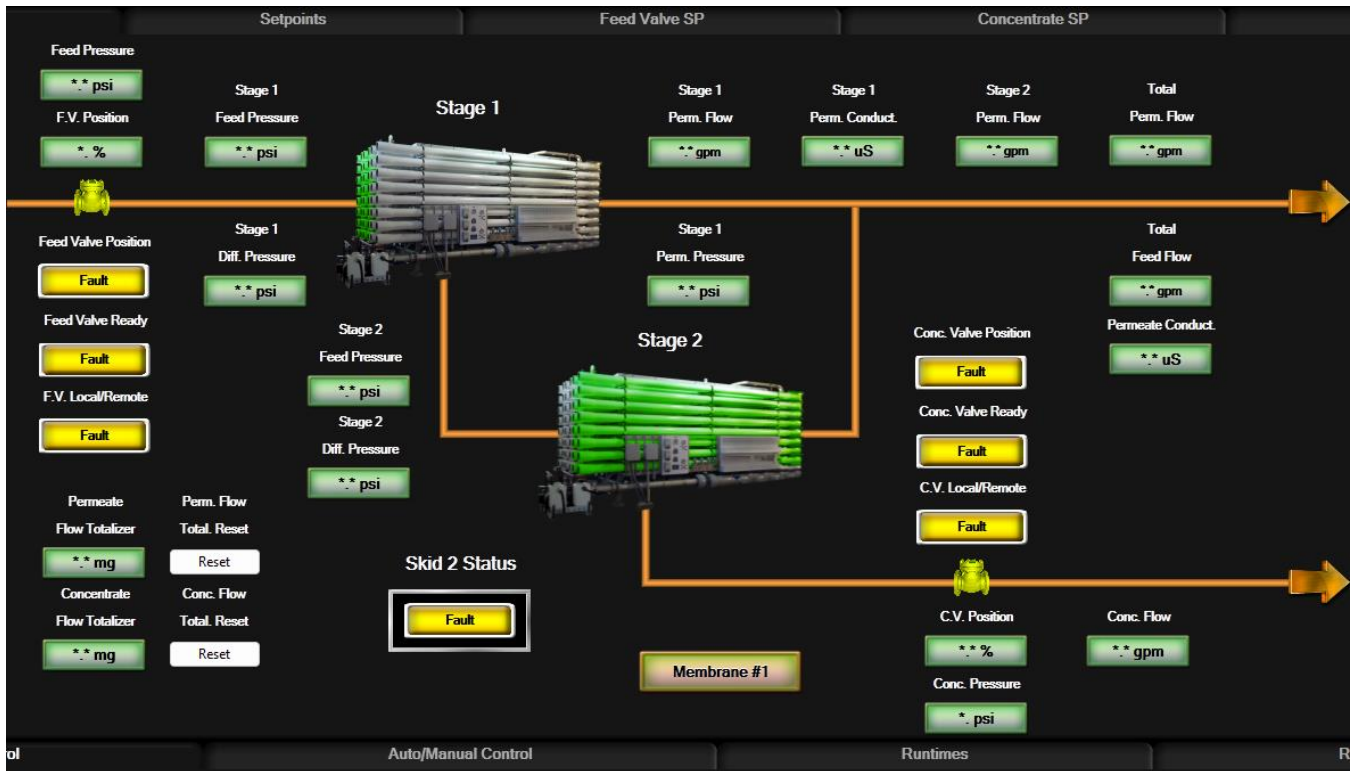
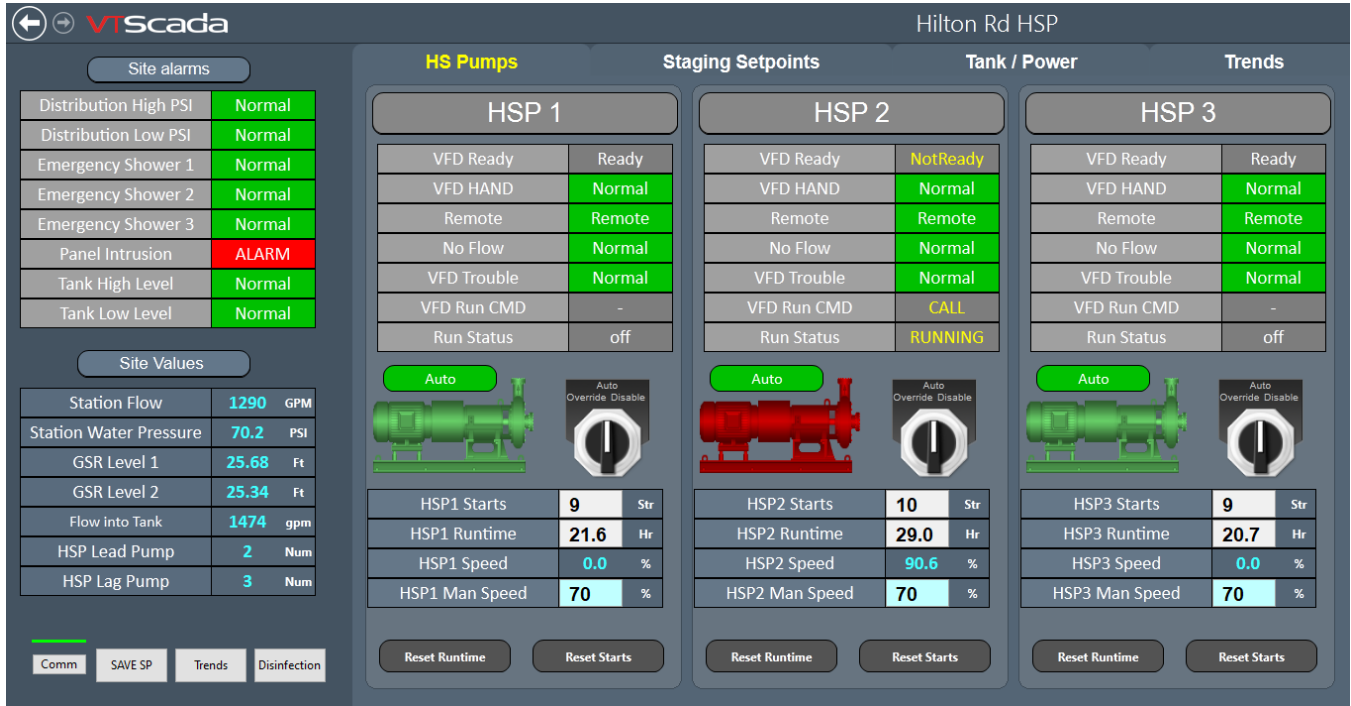
| VTScada Alarm Page | | | | | | |
|--------------------|---------------------|---------------|--------------------|---------------------------------|-----------------------------|------------|
| All | Database | Alarm Actions | Reports & Analysis | History | Filter | View |
| History | Active | Unacked | Current | Shelved | Disabled | Configured |
| | Time | Ack | Status | Area | Name | |
| 3 | 2018-12-09 12:13:54 | Ack | Normal | LS037-LS-CG (Castle Gate) | WWLS\LS037\Pump2\Fault_STOP | |
| 3 | 2018-12-09 12:11:36 | Ack | Normal | LS044-LS-HD (Harley Davidson) | WWLS\LS044\Pump2\Fault_STOP | |
| 1 | 2018-12-09 12:11:35 | Ack | Alarm | REU03-Shadow Crossing | RSPS\REU03\RTU\High_Level | |
| 3 | 2018-12-09 12:10:11 | Ack | Alarm | LS054-LS-PT (Pine Trail) | WWLS\LS054\Pump1\Fault_STOP | |
| 3 | 2018-12-09 12:09:08 | Ack | Alarm | LS070-LS-CP (City Provs) | WWLS\LS070\RTU\iDI63 | |
| 3 | 2018-12-09 12:08:40 | Ack | Normal | WS019-Hudson 23H | WSW\WS019\RTU\Com_Fail | |
| 3 | 2018-12-09 12:07:57 | Ack | Normal | LS071-LS-DC | WWLS\LS071\Pump1\Fault_STOP | |
| 3 | 2018-12-09 12:04:36 | Ack | Normal | CR002-Sand Filter Building | WTF\CR002\Pump1\Max_Run | |
| 3 | 2018-12-09 12:04:00 | Ack | Alarm | WTF03-RAS/WAS Pump Station (PLC | WWTF\WTF03\Pump1\Max_Run | |
| 3 | 2018-12-09 12:01:19 | Ack | Normal | LS037-LS-CG (Castle Gate) | WWLS\LS037\Pump1\Fault_STOP | |
| 3 | 2018-12-09 11:59:39 | Ack | Normal | LS054-LS-PT (Pine Trail) | WWLS\LS054\Pump2\Fault_STOP | |
| 3 | 2018-12-09 11:55:58 | Ack | Normal | CR002-Sand Filter Building | WTF\CR002\Pump2\Max_Run | |
| 1 | 2018-12-09 11:54:18 | Ack | Alarm | CR002-Sand Filter Building | WTF\CR002\RTU\High_Level | |
| 1 | 2018-12-09 11:40:25 | Ack | Normal | LS037-LS-CG (Castle Gate) | WWLS\LS037\RTU\Low_Level | |
| 3 | 2018-12-09 11:39:58 | Ack | Normal | WS017-Hudson 24H | WSW\WS017\Pump2\Max_Run | |
| 3 | 2018-12-09 11:37:25 | Ack | Normal | LS025-LS-7P (Peninsula 7P) | WWLS\LS025\Pump1\Max_Run | |

| Bad Actors | | Alarm Flood | History | Distribution of Priorities | | |
|------------|---|--------------------|------------------------|----------------------------|-------|---------|
| | | Area | Name | Description | Count | Percent |
| 1 | 3 | TF729 | TF\.\Pump2\Start Fault | Pump 2 Start Fault | 559 | 6.5 % |
| 2 | 3 | MD537 | MD\.\Pump2\Start Fault | Pump 2 Start Fault | 506 | 5.9 % |
| 3 | 3 | MD514 | MD\.\Pump1\Start Fault | Pump 1 Start Fault | 393 | 4.6 % |
| 4 | 3 | PS148 | PS\.\Pump2\Start Fault | Pump 2 Start Fault | 321 | 3.8 % |
| 5 | 3 | PS188 | PS\.\Pump1\Start Fault | Pump 1 Start Fault | 306 | 3.6 % |
| 6 | 3 | MD568 | MD\.\Pump2\Start Fault | Pump 2 Start Fault | 274 | 3.2 % |
| 7 | 2 | Seagate | Vacuum\.\VP1\VP1_FTR | VACUUM PUMP 1 FAIL TO RUI | 201 | 2.3 % |
| 8 | 3 | PS123 | PS\.\Pump2\Start Fault | Pump 2 Start Fault | 165 | 1.9 % |
| 9 | 4 | PS211 | PS\.\Pump1\Seal Fail | Pump 1 Seal Fail | 138 | 1.6 % |
| 10 | 3 | North River Shores | Vacuum\.\NRS_ETM3 | All Vacuum Pumps Running | 120 | 1.4 % |
| 11 | 3 | PS187 | PS\.\Pump1\Start Fault | Pump 1 Start Fault | 98 | 1.1 % |
| 12 | 3 | IQ-CopperLeaf | IQ\.\RTU\ValveLOCAL | Valve in Local | 87 | 1.0 % |
| 13 | 2 | Seagate | .\SEW_HIGH_LKT | SEWAGE TANK HIGH LEVEL LO | 65 | 0.8 % |
| 14 | 3 | Seagate | Vacuum\.\ALM_ACK_PB | ALARM ACKNOWLEDGE PUSH | 63 | 0.7 % |
| 15 | 2 | Seagate | Vacuum\.\SEW_HIGH | SEWAGE TANK HIGH LEVEL AL | 63 | 0.7 % |
| 16 | 2 | Seagate | Vacuum\.\LOW_VAC | LOW VACUUM ALARM | 63 | 0.7 % |
| 17 | 4 | TF718 | TF\.\Pump2\Seal Fail | Pump 2 Seal Fail | 56 | 0.7 % |
| 18 | 4 | IQLM-MarinerSands1 | LM\.\RTU\Restart | RTU Restart | 51 | 0.6 % |
| 19 | 3 | Seagate | Vacuum\.\SPALL_RUN | ALL SP'S RUNNING | 43 | 0.5 % |
| 20 | 3 | HI430 | HI\.\Pump2\Start Fault | Pump 2 Start Fault | 41 | 0.5 % |

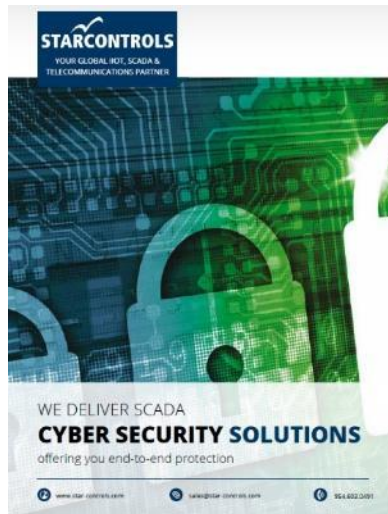


Lift station Display Examples





Cyber Security



<https://star-controls.com/products-services/scada-cyber-security/>

Support Services



Why use Star Controls Support for your SCADA System?

To increase its availability and extend the Life Cycle of the SCADA system, the system must constantly be maintained, optimized, and enhanced.

Star Controls offers a large portfolio of Support and Maintenance to fit the needs of your SCADA System. From remote sites, through communications and networks, all the way to the Control/Data Centers. Our skills and experience guarantee a holistic and detailed understanding of your operations and the SCADA system.

Support services can be scheduled or unscheduled to address an immediate need. Urgent Support is available, including during non-office hours, to address faults that impact critical operations.

Star Controls also offers proactive maintenance, where we continuously monitor the performance of the system and detect degradation in performance before it interrupts operations.





Star Controls offers StarAssured, a suite of support and maintenance services.

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**SUBAWARD AGREEMENT BETWEEN THE ISLAMORADA, VILLAGE OF ISLANDS AND
MONROE COUNTY, FLORIDA PERTAINING TO THE DIRECT COMPONENT PORTION OF
THE RESTORE ACT TRUST FUND MONIES ALLOCATED
TO MONROE COUNTY WITH GRANT NUMBER RDCGR170077**

THIS SUBAWARD AGREEMENT (hereinafter “Agreement”) is entered into by and between MONROE COUNTY, a political subdivision of the State of Florida, with an address of 1100 Simonton Street, Key West Florida 33040, by and through its Board of County Commissioners, (hereinafter the "COUNTY"), and the municipality of Islamorada, Village of Islands within Monroe County and the State of Florida, with an address of 86800 Overseas Highway, Islamorada, Florida, 33036 , (hereinafter the "SUBRECIPIENT"), and having a DUNS number of 054012807, for the receipt of a subaward of funds made available through a federal award to the COUNTY.

WITNESSETH:

WHEREAS, the COUNTY, recognizing that substantial funds of money could be made available to the COUNTY through the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 under CFDA #21.015 (hereinafter “the RESTORE Act”) which established the Gulf Coast Restoration Trust Fund, developed and submitted a Multiyear Implementation Plan to the United States Department of Treasury (hereinafter “TREASURY”) pursuant to all applicable rules and requirements; and

WHEREAS, said Multiyear Implementation Plan consisted of three (3) initial projects, one of which is the SUBRECIPIENT’s project, “Canal Water Quality Improvements and Restoration for Canals in Monroe County (Islamorada)”; and

WHEREAS, the Multiyear Implementation Plan was accepted by the TREASURY in April 2016, which authorized the COUNTY to apply for financial assistance from the Gulf Coast Restoration Trust Fund to be used to fund activities and projects consistent with the Multiyear Implementation Plan; and

WHEREAS, the COUNTY has been awarded a RESTORE Act allocation of One Hundred Twenty Eight Thousand Three Hundred Eight Dollars and fifty cents (\$128,308.50), under Federal Award Identification Number RDCGR170077, awarded to the COUNTY on 2/24/2019, by the United States Department of Treasury; and

WHEREAS, the SUBRECIPIENT has requested funds from the COUNTY for the planning, design, permitting, construction, implementation, and post-construction monitoring of canal water restoration within the municipality of Islamorada, Village of Islands in Monroe County; and

WHEREAS, the COUNTY, acting as a pass-through entity, and the SUBRECIPIENT desire to enter into a Subrecipient Agreement in accordance with 2 C.F.R. Part 200, to allow the SUBRECIPIENT to utilize an allocated sum of the COUNTY’S portion of Gulf Coast Restoration Trust Fund to carry out the project activities for the Canal Water Quality Improvements and Restoration for Canals in Monroe County (Islamorada) project in compliance with the Multiyear Implementation Plan; and

WHEREAS, Exhibits A, B, C, D, E, and F which are attached and further explain this Subrecipient Agreement are incorporated by reference and made part of this Agreement; and

WHEREAS, the project schedule is being revised, as indicated in Paragraph 3 and Exhibit B due to permitting and COVID-19 related delays; and

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

ARTICLE I
RECITALS

The WHEREAS clauses set forth above are incorporated herein by reference and made part of this Agreement.

ARTICLE II
PURPOSE AND INTENT

The COUNTY has received a Federal Award through the Gulf Coast Restoration Trust Fund (CFDA# 21.015, titled: Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States, in the amount of One Hundred Twenty Eight Thousand Three Hundred Eight Dollars And Fifty Cents (\$128,308.50) as of February 24, 2019 to carry out the projects meeting the requirements of 31 C.F.R. Part 34.

The purpose and intent of this Agreement is to allocate a portion of RESTORE Act funds awarded to the COUNTY to the SUBRECIPIENT for reimbursement of qualified expenditures for Canal Water Quality Improvements and Restoration for Canals in Monroe County (Islamorada) project more specifically described in Exhibits A, B, and C.

The SUBRECIPIENT will not provide matching funds. The Subrecipient does not have and will not apply an indirect cost rate.

The terms and conditions of the Federal Award (Exhibit F) apply to this Agreement, in accordance with 2 Code of Federal Regulations (CFR) 200.101(b)1.

ARTICLE III
STATEMENT OF WORK

1. *Project.* The Canal Water Quality Improvements and Restoration for Canals in Monroe County (Islamorada) project more particularly described in Exhibit A is the purpose of this Agreement. The project is intended to remedy the high nutrient loading and low dissolved oxygen impairing the waters by addressing the most significant causes of those conditions: accumulated organics, seaweed loading, and poor flushing and tidal flow, thus improving the canals waters and preventing the continued discharge of poor quality water into the nearshore waters of the Florida Keys National Marine Sanctuary.
2. *Budget.* The COUNTY and the SUBRECIPIENT agree that the budget submitted for the Project as shown as part of SUBRECIPIENT's application for the Allocated Sum, one hundred twenty eight thousand three hundred eight dollars and fifty cents (\$128,308.50), attached hereto and incorporated herein as Exhibit C, herein referred to as "Project Budget," shall be the basis for the Allocated Sum.
3. *Schedule.* The timeframe to provide Project services, herein referred to as "Project Schedule," begins on October 1, 2019 and ends on August 30, 2023, as indicated in Exhibit B. The Project Schedule shall be strictly followed by the SUBRECIPIENT in performing and completing the Project.
4. *Qualified expenditures, eligible expenditures, and eligible expenses* shall mean those expenditures or expenses reasonably necessary to complete the Project.

5. *Indirect Cost Rate for Monroe County.* 2 CFR 200.331(a)(1)(xiii) requires that subawards identify the indirect cost rate for the federal award. The COUNTY'S indirect cost rate is 0%.

6. *Indirect Cost Rate for SUBRECIPIENT:* The Subrecipient's indirect cost rate is 0%.

ARTICLE IV

PERFORMANCE AND SUBCONTRACTS

1. Performance Monitoring. The COUNTY shall monitor the performance of the SUBRECIPIENT against goals and performance standards as required herein. Substandard performance, as reasonably determined by the COUNTY, will constitute noncompliance of this Agreement. If such substandard performance is not corrected by the SUBRECIPIENT within a period of forty-five (45) days after being notified by the COUNTY, in accordance with Article XVI contract suspension or termination procedures may be initiated and enforced in accordance with regulations set forth in 2 C.F.R. Part 200.

2. A. SUBRECIPIENT's subcontractors. The SUBRECIPIENT shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The SUBRECIPIENT may subcontract, as necessary, to perform as required by this Agreement. The COUNTY shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the SUBRECIPIENT's subcontract(s), and the SUBRECIPIENT shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The SUBRECIPIENT shall take the necessary steps to ensure that each of its subcontractor(s) will be deemed independent contractor(s) and will not be considered or permitted to be agents, servants, joint ventures or partners of the COUNTY.

B. SUBRECIPIENT's subawardees. The SUBRECIPIENT shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The SUBRECIPIENT may subaward, as necessary, to perform as required by this Agreement. The COUNTY shall not be liable to any subawardee(s) for any expenses or liabilities incurred under the SUBRECIPIENT's subaward(s), and the SUBRECIPIENT shall be solely liable to its subaward(s) for all expenses and liabilities incurred under its subaward(s). The SUBRECIPIENT shall take the necessary steps to ensure that each of its subawardee(s) will be deemed independent contractor(s) and will not be considered or permitted to be agents, servants, joint ventures or partners of the COUNTY.

3. Procurement Standards. All procurement transactions shall be conducted in a manner to provide full and open competition to the maximum extent practical. SUBRECIPIENT must follow the Federal Procurement Standards set forth in 2 CFR 200.318 – 200.326. Bid packages and advertisements shall be subject to COUNTY review and comment before being published. Documentation concerning the selection process for all contracts or subcontracts shall be forwarded to the COUNTY for review and comment prior to award. Within ten (10) working days from receiving documentation from the SUBRECIPIENT, the COUNTY shall submit all comments to the SUBRECIPIENT for consideration.

4. Laws. All contracts, subawards, or subcontracts made by the SUBRECIPIENT to carry out the Project herein shall be made in accordance with all applicable Federal, State, and local laws, rules, and regulations stipulated in this Agreement and in strict accordance with all terms, covenants, and conditions in this Agreement. Any worker's services contracted or subawarded hereunder shall be specified by written contract or agreement and shall be subject to each Article set forth in this Agreement.

5. Subcontract and Subaward Monitoring. The SUBRECIPIENT shall monitor all subcontracted and subawarded services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Such summaries and documents shall be submitted to the COUNTY with each required periodic report.

6. Compliance with Appendix II to Part 200- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (attached hereto and incorporated by reference).

ARTICLE V

CONTRACT LIABILITY

The COUNTY shall not be liable to any person, firm, or corporation who contracts with, or provides goods or services to, the SUBRECIPIENT in connection with this Agreement, or for debts or claims accruing to such parties against the SUBRECIPIENT; there is no contractual relationship either expressed or implied between the COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to the SUBRECIPIENT as a result of its services to the COUNTY hereunder.

ARTICLE VI

REIMBURSEMENT

The SUBRECIPIENT is allocated a total sum of One Hundred Twenty Eight Thousand Three Hundred Eight Dollars and Fifty Cents (\$128,308.50) (hereinafter the "Allocated Sum") by the COUNTY from its RESTORE Act allocation, to be made available to the SUBRECIPIENT for reimbursement of eligible expenditures, in consideration for performance of the project as described in Exhibit A attached hereto and incorporated herein. The total amount of Federal funding (RESTORE Act allocation) obligated by this Agreement and made available to the SUBRECIPIENT shall not exceed One Hundred Twenty Eight Thousand Three Hundred Eight Dollars and Fifty Cents (\$128,308.50).

ARTICLE VII

PAYMENT

Payment by the COUNTY of the Allocated Sum to the SUBRECIPIENT as reimbursement for performance of the Project shall be as follows:

1. The SUBRECIPIENT shall submit to the COUNTY any and all documents verifying the request for reimbursement, herein "Verifying Documents." Verifying Documents shall be submitted to the COUNTY within Forty-five (45) days after the SUBRECIPIENT has paid for the service or performance or supplies from a vendor based on monthly billing by SUBRECIPIENT. Final request for payment shall be submitted no later than thirty (30) days from Project completion. Verifying Documents may include, but are not limited to:

a. Records of staff time, documented time sheets, with signatures of the staff person and a documented official, all applicable cancelled checks (a bank statement will be required if the cancelled checks are not legible), receipts for material and labor, and any invoices chargeable to the Project.

b. A true and correct copy of the SUBRECIPIENT's invoice for eligible expenses requested for reimbursement.

c. Invoices from subawardees, including details of the amounts being invoiced, and copies of cancelled checks, front and back, which have been processed for payment for items that apply to the reimbursement request from the SUBRECIPIENT.

2. Within ten (10) working days of receipt of Verifying Documents, the COUNTY shall, in its sole discretion, determine if the Verifying Documents, or any portion of them, are acceptable and in strict compliance with the purpose, national objective, and laws stated herein and approve them for payment. If, at the sole discretion of the COUNTY, it is determined there are any errors in the Verifying Documents, the COUNTY shall notify the SUBRECIPIENT within ten (10) working days of receipt of the Verifying Documents. The SUBRECIPIENT shall submit corrected Verifying Documents within ten (10) working days of receipt of notice. Payment shall not be made for any Verifying Documents that contain errors.

3. Upon determination by the COUNTY that Verifying Documents are approved, the COUNTY will initiate the payment process in accordance with Section 218.73-74, Florida Statutes, considered due upon receipt by the Clerk & Comptroller's Office, and paid upon approval by the COUNTY. The COUNTY reserves the right to delay any payment request for Verifying Documents containing errors, until such errors are corrected to the satisfaction of the COUNTY.

4. In no event shall the COUNTY be obligated to reimburse for any Verifying Documents older than ninety (90) days from the date of receipt by the SUBRECIPIENT from a vendor.

5. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR, 200, as applicable.

6. If applicable, program income must be disbursed before the SUBRECIPIENT requests funds from the COUNTY. The COUNTY will close out the Award when it determines that all applicable administrative actions and all required work for this Award have been completed. Within thirty (30) days after the end of the period of performance, the SUBRECIPIENT must submit any outstanding reports, as well as any required reporting on subawards. The SUBRECIPIENT must liquidate all obligations incurred under this Award no later than 30 calendar days after the end of the period of performance, unless the SUBRECIPIENT requests and with the approval from the COUNTY and TREASURY, an extension. Within 30 days after receipt of the reports in paragraph (a) of this section, the COUNTY may make upward or downward adjustments to the allowable costs as warranted, and then make prompt payments to the allowable, unreimbursed costs. The closeout of this award does not affect any of the following:

- a. The right of the COUNTY or TREASURY to disallow costs and recover funds on the basis of a later audit or other review;
- b. The obligation of the SUBRECIPIENT to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or
- c. The SUBRECIPIENT's obligations regarding audits, property management and disposition (if applicable), and records retention.

ARTICLE VIII
UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with 2 CFR 200.330 and 200.331, and agrees to adhere to accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The SUBRECIPIENT shall administer the Project in conformance with 2 CFR 200, as appropriate, to ensure substantial adherence to the applicable accounting principles and procedures required therein, utilization of adequate internal controls, and the maintenance of necessary source documentation for all costs incurred.

ARTICLE IX
PROGRAM INCOME

The SUBRECIPIENT shall report monthly all program income, as defined in 2 CFR, 200.80, generated by activities carried out with the Allocated Sum made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth in the *RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions*, U.S. Department of the TREASURY. By way of further limitations, the SUBRECIPIENT may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program balances on hand. All unused program income with interest shall be returned to the COUNTY at the end of the contract period.

ARTICLE X
MAINTENANCE AND REAL PROPERTY PROTECTIONS

The SUBRECIPIENT shall not mortgage or otherwise encumber title to the property of the Project by utilizing it as collateral for any type of lien, note, mortgage, debt obligation, or security agreement without prior written approval by the COUNTY. The SUBRECIPIENT shall not subject the title to such property to any liens or grants; the making of any Federal loan; the entering into of any cooperative agreement; or to the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement without prior written approval from the COUNTY.

ARTICLE XI
COUNTY RECOGNITION

The SUBRECIPIENT shall ensure recognition of the role of the COUNTY and the RESTORE Act in providing funding for the Project. All facilities constructed pursuant to this Agreement shall be permanently labeled as to the funding source. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc., created to promote the Project shall acknowledge the COUNTY and the RESTORE Act as providing funding for the Project.

ARTICLE XII
TERM

The term of this Agreement shall be in effect from the period of performance of June 19, 2019 to August 30, 2023 upon the effective date as required herein. The SUBRECIPIENT will be required to perform and comply with requests as needed by the COUNTY to complete close-out activities relating to the grant.

ARTICLE XIII
AUDITS AND MONITORING

In the event that the SUBRECIPIENT expends Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) or more in Federal awards in its fiscal year, the SUBRECIPIENT must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, as revised. Article II indicates Federal resources awarded through the COUNTY by this Agreement. In determining the Federal awards expended in its fiscal year, the SUBRECIPIENT shall consider all sources of Federal awards, including Federal resources received from the COUNTY. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200, as revised. An audit of the SUBRECIPIENT conducted by the Auditor General in accordance with the provision of 2 CFR 200, as revised, will meet the requirements of this part.

a. In connection with the audit requirements addressed in Subsection 1 above, the SUBRECIPIENT shall fulfill the requirements relative to audit responsibilities as provided in 2 CFR 200, as revised.

b. If the SUBRECIPIENT expends less than Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200, as revised, is not required. In the event that the SUBRECIPIENT expends less than Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, as revised, the cost of the audit must be paid from non-Federal resources.

c. In addition to reviews of audits conducted in accordance with 2 CFR 200, as revised, monitoring procedures may include, but not be limited to, on-site visits by the COUNTY; limited-scope audits as defined by 2 CFR 200, as revised; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the SUBRECIPIENT agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the COUNTY. In the event the COUNTY determines that a limited-scope audit of the SUBRECIPIENT is appropriate, the SUBRECIPIENT agrees to comply with any additional instructions provided by the COUNTY to the SUBRECIPIENT regarding such audit. The SUBRECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

ARTICLE XIV
REPORTING REQUIREMENTS

The SUBRECIPIENT shall submit to the COUNTY quarterly activity reports as indicated in Exhibit E, attached hereto and incorporated herein. Reports are due by the 15th of the month following the end of each quarter and must include information on levels of accomplishment, objectives met for each activity funded, and subcontract monitoring reports as applicable. Within 15 days of completing each project action item in Exhibit B (Project Schedule), the SUBRECIPIENT shall provide via email project photographs, explanations of the photographs, and a summary of progress for each action item, suitable for posting to a project-related web page.

ARTICLE XV
RECORD RETENTION

1. Maintenance of Records.

a. The SUBRECIPIENT shall maintain all records required by Federal regulations specified in 2 CFR 200, as appropriate, that are pertinent to the Project herein funded by the Allocated Sum. Such records shall include, but are not limited to:

- i. Application requesting project funding.
- ii. Executed Subrecipient Agreement approving the Project, including any amendments to this Agreement.
- iii. Records providing a full description of each activity undertaken.
- iv. Records demonstrating that the activity meets the national objective herein.
- v. Records determining eligibility of work performed for the Allocated Sum.
- vi. Records documenting the acquisition, improvement, use, or disposition of real property acquired or improved with the Allocated Sum, if applicable.
- vii. Financial records as required by 2 CFR 200.330 and 200.331, and all Financial Management standards as specified in Exhibit B.
- viii. Copy of periodic reports submitted as required herein.

b. Retention of Records. Subject to 2 CFR 200.333 retention requirement for records, the SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement and submission by the COUNTY of the final financial report, after the resolution of all Federal audit findings, or until the note and mortgage associated with this Agreement are satisfied, whichever occurs later.

c. Access to Records. The COUNTY and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the SUBRECIPIENT which are pertinent to the subaward, in order to make audits, examinations, excerpts, and transcripts. The right of access shall last as long as any record is required to be retained in compliance with 2 CFR 200.333. Access shall be made available during normal business hours and as often as the COUNTY or any authorized representative of the Federal government deems necessary.

d. All original records and documents pertinent to this Agreement shall be retained by the SUBRECIPIENT during the terms of this Agreement. All records, including supporting documentation, shall be sufficient to determine compliance with the requirements of this Agreement and all other applicable laws and regulations. The SUBRECIPIENT, its employees or agents, shall provide access during the contract period to all related records and documents for accounts placed with the SUBRECIPIENT by the COUNTY, at reasonable times to the COUNTY, its employees or agents. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the COUNTY. The SUBRECIPIENT shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by the SUBRECIPIENT in connection with this Agreement, including the provisions of public access and for copies at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by the law. The SUBRECIPIENT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

e. The SUBRECIPIENT shall meet all requirements for retaining public records and upon the request of the County, transfer, at no cost to the COUNTY, all public records in possession of the SUBRECIPIENT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided, upon the County's request, to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

ARTICLE XVI

SUSPENSION AND TERMINATION

1. **Termination.** Either party may terminate this Agreement without cause, at any time, by giving at least a thirty (30) day written notice to the other party of such termination. Either party may terminate this Agreement with cause immediately.

a. In the event of any termination, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the SUBRECIPIENT under this Agreement, shall, at the option of the COUNTY, become the property of the COUNTY, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

b. Cause shall include, but is not limited to, failure to strictly comply with all applicable Federal, State, and local laws, rules and regulations, or any substandard performance by the SUBRECIPIENT. Substandard performance shall be any performance indicated by Verifying Documents but not reflected in the actual performance of the Project. In the event of substandard performance, the COUNTY shall notify the SUBRECIPIENT in writing of such substandard performance, and the SUBRECIPIENT shall take corrective action within a reasonable time, but in no event later than forty-five (45) days from receipt of the notice from the COUNTY.

c. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

2. **Suspension.** In lieu of termination upon a finding of cause, as defined in this article, the COUNTY may suspend this Agreement and withhold any payment of Allocated Sum until such time as the SUBRECIPIENT is found to be in compliance by the COUNTY.

ARTICLE XVII

NOTICES

All notices required or permitted hereunder shall be deemed duly given if sent by certified mail, postage prepaid, addressed to the parties as follows:

MONROE COUNTY

ISLAMORADA, VILLAGE OF ISLANDS

David Rice, Mayor

Pete Bacheler, Mayor

And

And

Lisa Tennyson, Legislative Affairs Director
1100 Simonton Street
Key West Florida, 33040
305-292-4441

Roget V. Bryan, Esq., Village Attorney
86800 Overseas Highway
Islamorada, Florida 33036

And

Peter Frezza, Environmental Resources Manager
86800 Overseas Highway
Islamorada, Florida 33036

Awarding Agency – US Department of the Treasury.

Federal Project Officer
Ms. Bridget Cotti-Rausch
1500 Pennsylvania Ave. N.W.
Washington D.C. 20220-0001
202-622-0239

ARTICLE XVIII

INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall, at all times, remain an independent contractor with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and workers' compensation insurance.

ARTICLE XIX

INDEMNIFICATION

The SUBRECIPIENT shall defend, hold harmless, and indemnify the COUNTY and all of its officers, agents, and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY may sustain, suffer, incur, or be required to pay by reason of the loss of any monies paid to the SUBRECIPIENT resulting out of fraud, defalcation, dishonesty, or failure of the SUBRECIPIENT to comply with this Agreement, or arising out of any act, action, neglect, or omission during the performance of this Agreement, as modified, any part thereof, or work performed hereunder, whether direct or indirect; or by reason or result of injury caused by the SUBRECIPIENT's negligent maintenance or supervision of the property or work performed thereon over which the SUBRECIPIENT has control; or by reason of a judgment over and above the limits provided by the insurance, required under Article XX of this Agreement; or by any defect in the condition or construction of the Project, if the Project was inspected and accepted by the SUBRECIPIENT; whether or not due to, or caused by negligence of the COUNTY, or any of its agents and employees, except that the SUBRECIPIENT will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole

negligence of the COUNTY or any of its agents or employees. The indemnity hereunder shall continue until all provisions of this Agreement, including satisfaction of any mortgage and/or promissory note, have been fully performed by the SUBRECIPIENT.

The SUBRECIPIENT's obligation to indemnify, defend, and pay for the defense or, at the COUNTY's option, to participate and associate with the COUNTY in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the SUBRECIPIENT of the COUNTY's notice of claim for indemnification to the SUBRECIPIENT. The notice of claim for indemnification shall be served by certified mail. The SUBRECIPIENT's obligation to defend and indemnify within seven (7) days of receipt of such notice shall not be excused because of the SUBRECIPIENT's inability to evaluate liability, or because the SUBRECIPIENT evaluates liability and determines the SUBRECIPIENT is not liable, or determines the COUNTY is solely negligent. Only a final adjudication judgment finding the COUNTY solely negligent shall excuse performance of this provision by the SUBRECIPIENT. If a judgment finding the COUNTY solely negligent is appealed and the finding of sole negligence is reversed, the SUBRECIPIENT will be obligated to indemnify the COUNTY for the cost of the appeal(s). The SUBRECIPIENT shall pay all costs and fees related to this obligation and its enforcement by the COUNTY.

ARTICLE XX

INSURANCE

1. The SUBRECIPIENT shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the SUBRECIPIENT's performance of the project. The cost of such insurance shall be borne by the SUBRECIPIENT.
2. The SUBRECIPIENT shall not conduct the project until it has obtained all insurance required herein and such insurance has been approved by the COUNTY as provided herein.
3. The SUBRECIPIENT shall furnish certificate(s) of insurance on the form required by the COUNTY to the COUNTY to the attention of the Monroe County Risk Manager. The certificate(s) shall clearly indicate the SUBRECIPIENT has obtained insurance of the type, amount, and classification required for strict compliance with this Agreement and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without thirty (30) days prior written notice as provided below. The certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. The COUNTY reserves the right to require complete, certified copies of all required policies at any time. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY to the attention of the Monroe County Risk Manager. In the event the insurance coverage expires prior to the termination or end of this Agreement, a renewal certificate shall be issued thirty (30) days prior to the expiration date. Compliance with the foregoing requirements shall not relieve the SUBRECIPIENT of the liability and obligations under this Agreement. Neither approval by the COUNTY or a failure to disapprove insurance certificates or policies furnished by the SUBRECIPIENT shall release the SUBRECIPIENT of full responsibility for all liability or its obligations under this Agreement.
4. All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida, have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best's Key Rating Guide, and shall be satisfactory to the COUNTY. All policies of insurance required by this Agreement shall be primary insurance with respect to the COUNTY, its officials, agents, and employees. Any insurance or self-insurance maintained by the COUNTY, its officials, agents, or employees shall be in excess of the

SUBRECIPIENT's insurance and shall not contribute with it. All policies of insurance required by this Agreement, except workers' compensation, shall specifically provide that the COUNTY shall be an "additional insured" under the policy and shall contain a severability of interests' provision. All insurance policies required herein and all provisions hereof shall apply to all operations, activities, or use by the SUBRECIPIENT, or by anyone employed by or contracting with the SUBRECIPIENT, and it is the SUBRECIPIENT's responsibility to ensure that any contractor, subcontractor, or anyone directly or indirectly employed by any of them, complies with those insurance provisions and that the COUNTY is an "additional insured" on such policies. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY and are the responsibility of the SUBRECIPIENT. The minimum kinds and limits of coverage to be carried by the SUBRECIPIENT shall be as follows:

- a. Workers' Compensation and Employer's Liability: If the SUBRECIPIENT falls under the State of Florida Workers' Compensation law, the SUBRECIPIENT shall provide coverage for all employees. The coverage shall be for the statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each accident. The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, agents, and employees for losses arising from the leased premises.
- b. Comprehensive General Liability: Shall include premises and/or operations, broad form property damage, independent contractor, contractual liability, and fire legal liability, and shall be written on an "occurrence basis." In the event SUBRECIPIENT is only able to secure coverage on a "claims-made basis," the SUBRECIPIENT shall be obligated, by virtue of this Agreement, to maintain tail coverage in effect with no less limits of liability, nor any more restrictive terms and/or conditions, for a period of three (3) years from expiration or termination of this Agreement.
- c. Bodily injury and personal injury, including death:
 - \$1,000,000.00 each person;
 - \$2,000,000.00 aggregate;
 - \$1,000,000.00 each occurrence;
 - \$2,000,000.00 aggregate.

ARTICLE XXI

PERSONNEL AND PARTICIPANT CONDITIONS

1. Civil Rights.

- a. Compliance. The SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, as amended; Title VIII of the Civil Rights Act of 1968, as amended; the Americans with Disabilities Act of 1990, as amended; Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Executive Order 11063, as amended; and Executive Order 11246, as amended.
- b. Nondiscrimination. The SUBRECIPIENT shall comply with nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders and all other applicable laws, rules, and regulations. SUBRECIPIENT agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL

88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

During the performance of this Agreement, the SUBRECIPIENT, in accordance with *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C, agrees as follows:

- (1) The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The SUBRECIPIENT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The SUBRECIPIENT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the SUBRECIPIENT's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The SUBRECIPIENT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Affirmative Action

- a. **Approved Plan.** The SUBRECIPIENT agrees that it shall be committed to carry out its activities pursuant to the COUNTY's specifications and to the Affirmative Action program in keeping with principles as provided in the President's Executive Order 11246 of September 24, 1965, as amended. Such information shall be made available to the County for review upon request.
- b. **Women and Minority-Owned Businesses.** The SUBRECIPIENT will use affirmative steps such as: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises (4) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises (5) Using the services and assistance, as appropriate, of such organizations as the

Small Business Administration and the Minority Business Development Agency of the Department of the Commerce; and (6) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).

To afford women- and minority-owned business enterprises the maximum practical opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The SUBRECIPIENT may rely on written representations by subcontractors regarding their status as minority and women business enterprises in lieu of an independent investigation.

c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the COUNTY, its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice from the SUBRECIPIENT's contracting officer advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. Equal Employment Opportunity and Affirmative Action Statement. The SUBRECIPIENT shall, in all solicitations or advertisements for employees, placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative-Action employer.

f. Subcontract Provisions. The SUBRECIPIENT shall include the provisions of Subsection 1, Civil Rights, and Subsection 2, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

3. Employment Restrictions

a. Prohibited Activities. The SUBRECIPIENT shall not use any portion of the Allocated Sum or personnel employed to carry out this Agreement for political activities, inherently religious activities, and lobbying, political patronage, or nepotism activities.

b. Labor Standards. The SUBRECIPIENT shall comply with the Davis-Bacon Act, as applicable, the provisions for Contract Work Hours and Safety Standards Act (40 U.S.C., 327, et seq.), and all other applicable Federal, State, and local laws and regulations. The SUBRECIPIENT further shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C., 874, et seq.). The SUBRECIPIENT shall maintain documentation demonstrating compliance with the hour and wage requirements of this subsection.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all subcontractors engaged under contracts in excess of Two Thousand and 00/100 Dollars (\$2,000.00) for construction, renovation, or repair of any building, or work financed in whole or part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the COUNTY pertaining to such Agreements; and with the applicable requirements of the regulations of the United States Department of Labor under 29 CFR, Parts 1, 3, 5, 6, and 7, governing the payment

of wages and ratio of apprentices and trainees to journeymen provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require language to be inserted in full in all such contracts subject to such regulations and provisions, meeting the requirements of this article.

4. Conduct

- a. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- b. Conflict of Interest. The SUBRECIPIENT shall not employ or retain any person or entity with a financial interest in the Project. The SUBRECIPIENT shall not employ, retain, or otherwise grant any financial interest in the Project to any person employee, agent, consultant, officer, or elected or appointed official of the COUNTY who may exercise or have exercised any functions or responsibilities with respect to the Project, or who are in a position to participate in a decision-making process or gain inside knowledge to the Project, either for themselves or anyone with whom they have business or immediate family ties.
- c. Lobbying. The SUBRECIPIENT hereby certifies:
 - i. No Federal appropriated funds have been paid by or on behalf of it to any person for influencing or attempting to influence an officer or employee of any 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.
 - ii. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the SUBRECIPIENT shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
 - iii. The SUBRECIPIENT shall require that the language of the Anti-Lobbying Certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements), and shall certify and disclose accordingly.
- d. Copyright. In the event the performance of this Agreement results in any copyrighted material or inventions, the COUNTY reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use the work or material for governmental purposes.
- e. Religious Activities. The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

ARTICLE XXII
ENVIRONMENTAL CONDITIONS

1. Air, Water, Species Protection. The SUBRECIPIENT agrees to comply with the following regulations, including the terms and conditions set forth in the Restore Act Standard Conditions and Program Specific Terms and Conditions, insofar as they apply to the performance of this Agreement and to notify the COUNTY if the SUBRECIPIENT becomes aware of any impact on the environment that was not noted in the COUNTY's approved application package:
 - a. Clean Air Act, 42 U.S.C., 7401, et seq.
 - b. Clean Water Act, 33 U.S.C 1251, et seq. and EO 11738
 - c. Environmental Protection Agency Regulations pursuant to 40 CFR 50, as amended.
 - d. National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321, et seq.
 - e. Coastal Zone Management Act, as amended, 16 U.S.C 1451, et seq., and implementing regulations 15 CFR Part 930.
 - f. Endangered Species Act of 1973, as amended, 16 U.S.C. 1531, et seq.
 - g. Magnuson-Steven's Fishery Conservation and Management Act, as amended, 16 U.S.C. 1801-1884.
 - h. Marine Mammal Protection Act, as amended, 16 U.S.C. Chapter 31.
 - i. Coastal Barrier Resources Act, as amended (16 U.S.C. § 3501 et seq.).
 - j. Rivers and Harbors Act of 1899 (33 U.S.C § 407).
 - k. Wild and Scenic Rivers Act, as amended, 16 U.S.C. 1271, et seq.
 - l. Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f-j, et seq.
 - m. Executive Order 11988, Floodplain Management as amended by EO 13690.
 - n. Executive Order 11990, Wetland Protection, May 24, 1977, as amended by EO12608.
 - o. Executive Order 13089, Coral Reef Protection.
 - p. Executive Order 13112, Invasive Species.
 - q. Executive Order 13186, Responsibilities of Federal Agencies to Protect Migratory Birds.
2. Historic Preservation. The SUBRECIPIENT agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (54 U.S.C. §300101 formerly cited as 16 U.S.C., 470), and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures, for protection of historic properties insofar as they apply to the performance of this Agreement, and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.) See also Section U 23 & 24 of the Restore Act Standard Terms and Conditions and Program Specific Terms and Conditions.
3. Environmental Protection. The SUBRECIPIENT agrees to comply with the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. § 6901 et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.), and the Community Environmental Response Facilitation Act (42 U.S.C. § 6901 note) insofar as they apply to the performance of this Agreement.

ARTICLE XXIII
GENERAL CONDITIONS

1. The SUBRECIPIENT must comply with the Restore Act Standard Terms and Conditions and Program Specific Terms and Conditions.
2. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by all parties hereto.
3. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.
4. Modification. No modification, addendum, or amendment of any kind whatsoever may be made to this Agreement unless in writing and signed by all parties hereto. This Agreement may be amended from time to time to conform to Federal, State, or local governmental guidelines, policies, or available funding amounts, and such approval shall not be unreasonably withheld.
5. Amendments. Such amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or the SUBRECIPIENT from its obligations under this Agreement, or change the independent contractor status of the SUBRECIPIENT.
6. Entire Agreement. This Agreement represents the entire Agreement between the parties and supersedes any and all prior agreements, written or oral, relating to the matters set forth herein. Prior agreements, negotiations, or understandings shall have no force or effect on this Agreement.
7. Sovereign Immunity. To the extent permitted by law, nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the COUNTY, as provided by the laws of the State of Florida.
8. Laws. This Agreement shall be governed by all applicable Federal laws, rules, and regulations that apply. The SUBRECIPIENT shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations.
9. Venue. Venue for any litigation arising from this Agreement shall be in the Sixteenth Judicial Circuit of Florida, in and for Monroe County.
10. This Agreement shall take effect the last day all parties hereto have signed.
11. Severability. If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
12. Grant Award No. RDCGR170077 is not a Research and Development Award.

ARTICLE XXIV
SPECIAL CONDITIONS

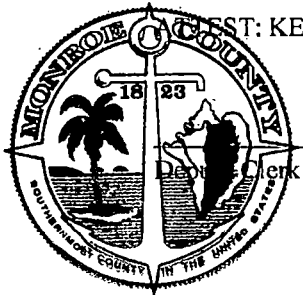
1. The Subrecipient is responsible for meeting Special Conditions 3, 4 and 5 in the Notice of Award. In no instance may the Subrecipient commence construction until it receives expressed, written notice from Monroe County that these Special Conditions have been met, and it has received expressed, written permission from Monroe County that it may commence construction.
 - a. Prior to executing any and all contracts for this project, Islamorada must submit to Monroe County, who must in turn submit to Treasury, documentation satisfactory to Treasury, including copy of RFP (or similar), bid review documentation, signed conflict of interest forms, and a draft contract for each contract procured under this award (per Special Condition 3 in Notice of Award). When Treasury notifies Monroe County that this condition has been met, the County will notify the Subrecipient.
 - b. Prior to commencement of construction, Islamorada must submit to Monroe County, who must in turn submit to Treasury, that the individual projects are based on best available science by providing a response to the best available science question on the application (B6) and project-level details, including specific project locations, reasons for selecting locations, specific methods proposed to address identified issues at selected locations, expected outcomes following restoration, and identify uncertainties and risks

(per Special Condition 4 in Notice of Award). When Treasury notifies Monroe County that this condition has been met, the County will notify the Subrecipient.

- c. Prior to commencement of construction, Islamorada must submit to Monroe County an updated and certified Environmental Checklist. Monroe County must also certify the checklist, and then will submit to Treasury prior with its written request to Treasury for permission to commence construction (per Special Condition 5 in Notice of Award). When Treasury notifies Monroe County that this condition has been met, the County will notify the Subrecipient. When Treasury grants permission for construction to commence, Monroe County will grant permission to the Subrecipient.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates indicated below.
(SEAL)

BOARD OF COUNTY
COMMISSIONERS OF
MONROE COUNTY, FLORIDA



WITNESS: KEVIN MADOK, CLERK

[Signature]

[Signature]

MONROE BOCC MAYOR DAVID RICE

ISLAMORADA, VILLAGE OF ISLANDS, A
MUNICIPALITY WITHIN THE STATE OF FLORIDA

[Signature]
[Signature of SUBRECIPIENT ATTESTOR]

[Signature]

[Signature of MAYOR SUBRECIPIENT]

[Signature]

[Printed name of SUBRECIPIENT ATTESTOR]

Mayor

[Signature]

[Printed name]

FILED FOR RECORD
2022 MAY 13
DATE

February 1, 2022

CLERK CITY OF
MONROE COUNTY, FL

February 1, 2022

DATE

EXHIBIT A

PROJECT DESCRIPTION

Description:

The application requests funds for the planning, design, permitting, construction, implementation, and post-construction monitoring of canal water restoration within the municipality of Islamorada, Village of Islands (Islamorada) in Monroe County, Florida. The canal water restoration project is intended to remedy the high nutrient loading and low dissolved oxygen impairing the waters by addressing the most significant causes of those conditions: accumulated organics, seaweed loading, and poor flushing and tidal flow, thus improving the canal waters and preventing the continued discharge of poor quality water into the nearshore waters of the Florida Keys National Marine Sanctuary

Need:

The Monroe County Canal Management Master Plan (CMMP) has identified ten canals in Islamorada as having poor water quality. Each of the ten canals exhibits one or more of the above listed contributing factors, and will require the implementation of one or a combination of restoration technologies. Potential improvement activities identified in the CMMP include (1) dredge/removal of sediment from canals, (2) placement of clean backfill to eliminate anoxic zones within canals, (3) installation of culverts to increase flushing, and (4) installation of air curtains to prevent weed wrack from entering canals. The ten canals considered to have “Poor Water Quality” were ranked based on criteria outlined in the CMMP and the Village of Islamorada Selection of Demonstration Canals for Water Quality Improvements document. Islamorada has completed restoration projects in three of the ten canals identified in the CMMP, with seven canals identified for improvements remaining.

Purpose:

The primary purpose of this project is to restore degraded water quality in the canals to prevent the discharge of poor water quality into the nearshore waters of the Florida Keys National Marine Sanctuary.

Objectives:

RESTORE Act objectives addressed by this project include those related to environmental improvements and tourism promotion.

- Environmental objectives: Canal water restoration will improve water quality in the National Marine Sanctuary benefitting the coral reef and seagrass beds, critical environmental assets encompassing within the unique marine environment of the Florida Keys.
- Economic development objectives: Improve recreational and tourism value of Monroe County’s reefs.
- Community resilience objectives: Restoration of canal water will lead to a healthier reef system, greater protection of natural resources, and a stronger economy all of which contribute to the community resilience of the Florida Keys.

EXHIBIT B

PROJECT SCHEDULE

| Action Item | Completion Date |
|---|--------------------------------|
| Execute Subrecipient Agreement | September 23, 2019 complete |
| Project Start Date | October 1, 2019 complete |
| Project Site Selection (provide specific project location, reason for that project location, specific methods proposed to address the identified issues at the selected location, expected outcomes and any uncertainties.) | January 1, 2021 complete |
| Final Design and Permitting | April 15, 2022 |
| Provide RFP/Bid Review Documentation to Monroe County (for Treasury review) | June 15, 2022 |
| Proposal Advertisement and Award | November 15, 2022 |
| Contractor Notice to Proceed | January 15, 2023 |
| Start Construction | February 1, 2023 |
| Complete Construction | June 1, 2023 |
| Conduct subrecipient monitoring | July 30, 2023 |
| Final Report to Monroe County | August 15, 2023 |
| Closeout Subrecipient agreement for Islamorada, Village of Islands with Monroe County | August 30, 2023 |

PROJECT BUDGET AND FUNDING SOURCES

Canal Water Quality Improvements and Restoration for Canals (Funded by RESTORE) **\$ 128,308.50**

| | |
|-----------------|---------------|
| RESTORE Funding | \$128,308.50. |
|-----------------|---------------|

| | |
|--------------|---------------------|
| Total | \$128,308.50 |
|--------------|---------------------|

EXHIBIT D

SUBRECIPIENT REQUIREMENTS

The below is for reference only; Please refer to the federal regulation.

| Provisions | | Citation |
|------------|---|--------------------------------|
| 1. | Eligible Activity | 31 CFR 34.201 |
| 2. | Subrecipient determination | 2 CFR 200.330 |
| 3. | Time of Performance | 2 CFR 200.331 |
| 4. | Compensation and Method of Payment | 2 CFR, 200.305 |
| 5. | Program Income | 2 CFR 200.80 |
| 6. | Record Retention and Access | 2 CFR 200.331, .333 |
| 7. | Reporting Requirements | 2 CFR 200.331 |
| 8. | Public Access to Program Records | 2 CFR 200.331 |
| 9. | Uniform Administrative and Program Management Standards | 2 CFR, 200 |
| 10. | Other Program Requirements | 2 CFR 200.331 2 CFR 200.207 |
| 11. | Remedies for Noncompliance | 2 CFR 200.338-342 |
| 12. | Compliance with Laws/Regulations | 2 CFR 200.331 |
| 13. | Antidiscrimination/Affirmative Action EEO/Labor Standards | 2 CFR 200.331 |
| 14. | Financial Management | 2 CFR 200.302 |
| 15. | Audit Requirements | 2 CFR, 200 Subpart F |
| 16. | Monitoring and Management | 2 CFR, 200.300-.332 |
| 17. | Conflict of Interest | 2 CFR, 200.318(c) |
| 18. | Procurement Methods | 2 CFR, 200.317-.326 |
| 19. | Budget | 2 CFR 200.331 |
| 20. | Project Schedule/Milestones | 2 CFR 200.331 |
| 21. | Environmental Review | 2 CFR 200.331 |
| 22. | Best Available Science | 31 CFR, Part 34 |
| 23. | Internal Controls | 2 CFR 200.303 |

Special Conditions: Please note special conditions in the Grant Award.

EXHIBIT E

RESTORE ACT SUBRECIPIENT QUARTERLY REPORT

| | | |
|---|--|-------------------------------|
| Reporting Period (check one): Quarter 1: <input type="checkbox"/> October 1 – December 31 Quarter 3: <input type="checkbox"/> April 1 – June 30 Quarter 2: <input type="checkbox"/> January 1 – March 31 Quarter 4: <input type="checkbox"/> July 1 – September 30 | | Date Report Submitted: |
| 1. | Subrecipient Name: | |
| 2. | Project Name: | |
| 3. | Name of Contact Person: | |
| 4. | Contact Email Address: | |
| 5. | Subrecipient Area Code and Phone Number: | |
| 6. | Describe Activities and Outcomes for this Quarter: (Attach additional sheets if necessary.) | |

EXHIBIT F

See attached Federal RESTORE ACT Grant Agreement (Amended)

Appendix II to Part 200- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

The SUBRECIPIENT and its subcontractors must follow the provisions, as applicable, as set forth in 2 C.F.R. §200.326 Contract provisions and Appendix II to 2 C.F.R. Part 200, as amended, including but not limited to:

Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If applicable, the COUNTY must place a current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency. When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors must also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). As required by the Act, each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the COUNTY in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small

business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—applies to Contracts and subgrants of amounts in excess of \$150,000.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Compliance with Procurement of recovered materials as set forth in 2 CFR § 200.322. CONTRACTOR must comply with section 6002 of the Solid Waste disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.