

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: January 3, 2023

RE: Agreement for Annual General Boiler Outage Maintenance and Repairs for McIntosh Unit 5 and Larsen Unit 8

Attached hereto for your consideration is approval of an Agreement for Annual General Boiler Outage Maintenance and Repairs for McIntosh Unit 5 and Larsen Unit 8 with selected contractors. Due to the reduction in the skilled workforce at Lakeland Electric's Power Plants and limited skilled workforce availability among the City's Supplemental Labor Agreements, Lakeland Electric needs to secure skilled contractors that are vetted, contracted and available for both planned (scheduled) and forced general boiler outage maintenance and repair services.

Accordingly, on October 31, 2022, the City's Purchasing Department issued Invitation to Bid No. 2325 seeking qualified and experienced certified boiler contractors to provide labor, supervision, tools, materials and equipment for the boiler outage scope of work listed in the City's Bid on an annual agreement basis. A total of six (6) firms responded to the City's Bid.

Contractor	Location	Planned Outage Bid Price	Forced Outage Bid Price
Plant 'N Power Boiler Services, Inc.	Silverhill, AL	\$79,181.00	\$39,928.00
Central Maintenance & Welding, Inc.	Lithia, FL	\$98,380.34	\$44,649.66
CCC Group, Inc.	Mulberry, FL	\$76,304.00	\$45,951.00
TEI Construction Services, Inc.	Tucapau, SC	\$74,343.00	\$79,189.00
Southeastern Construction & Maintenance, Inc.	Mulberry, FL	\$91,812.00	\$31,710.00
Mid-State SMS, LLC	Lakeland, FL	\$98,240.24	\$29,811.88

Upon evaluation, staff determined that the three (3) listed firms in each category below are the most responsive, responsible bidders with the lowest price capable of providing the services in accordance with the City's Bid Specifications during the term of the Agreement.

Planned Outage Work

- TEI Construction Services, Inc.
- CCC Group, Inc.
- Plant 'N Power Boiler Services, Inc.

Forced Outage Work

- Mid-State SMS, LLC
- Plant 'N Power Boiler Services, Inc
- Central Maintenance & Welding, Inc.

The Agreement with each firm will become effective upon approval by the City Commission and continue through September 30, 2023. The Agreement contains four (4) additional one (1) year renewal options upon mutual written agreement of the parties. All services provided will be performed in accordance with the terms and conditions contained in the City's Bid Specifications and the firms' bid responses. The estimated cost of the first year's planned outage work is \$150,000.00. Although forced outages are not predictable, the estimated cost of the first year's forced outage work is \$100,000.00. The total estimated annual cost for both planned and forced outages is \$250,000.00 and is included in Lakeland Electric's FY23 budget. The estimated cost for the five (5) year Agreement is \$1,250,000.00, which will be subject to budget approval by the City Commission in years two (2) through five (5).

It is recommended that the City Commission approved the list of selected contractors for Annual General Boiler Outage Maintenance and Repairs for McIntosh Unit 5 and Larsen Unit 8 and authorize the appropriate City officials to execute all corresponding documents on behalf of the City.

Attachments



RISK MANAGEMENT & PURCHASING
1140 EAST PARKER STREET
LAKELAND, FL 33801

NOTICE TO BIDDERS

INVITATION TO BID

UNITS 5 & 8 OUTAGE CONTRACTOR SERVICES

GENERAL OUTAGE BOILER MAINTENANCE AND REPAIR

OCTOBER 31, 2022

BID NO. 2325

Sealed bids will be received by the Purchasing Manager, City of Lakeland, Florida, 1140 East Parker Street, Lakeland, Florida 33801 **until 2:00 p.m. – Monday – November 21, 2022.** Bids received after this specified time and date will not be considered. The sealed bids will be publicly opened and read aloud on the same date and time in the office of the Purchasing Manager for the following:

Bid Documents may be accessed by visiting our Website at <http://www.lakelandgov.net/purchasing> or by contacting the City of Lakeland Purchasing Division @ (863) 834-6780. Bid Documents are Required for Submittal. Any Respondent that Does Not Have a City of Lakeland Oracle iSupplier Number Should Visit the Above Website and Register as an Oracle Supplier.

THE SERVICES OF QUALIFIED AND EXPERIENCED R-STAMP CERTIFIED BOILER CONTRACTORS TO PROVIDE WITHOUT LIMITATION, ALL LABOR, SUPERVISION, TOOLS, MATERIALS, EQUIPMENT, SCAFFOLD AND EXPENDABLES TO PERFORM THE WORK SCOPE LISTED IN THIS SPECIFICATION ON AN ANNUAL AGREEMENT BASIS. THE ANNUAL AGREEMENT WILL BE AWARDED TO THE MOST RESPONSIVE AND QUALIFIED BIDDER AS PRIMARY AWARDEE; THE SECOND-MOST RESPONSIVE AND QUALIFIED BIDDER WILL BE AWARDED THE ANNUAL AGREEMENT AS SECONDARY AWARDEE. PRIMARY AND SECONDARY AWARDEES WILL BE CALLED UPON TO PERFORM GENERAL BOILER MAINTENANCE AND REPAIRS DURING SCHEDULED OUTAGES, AND EMERGENCY REPAIRS DURING FORCED OR MAINTENANCE OUTAGES BASED ON PERSONNEL AVAILABILITY.

THE BIDS SUBMITTED AND THE PURCHASE ORDER, IF AWARDED, SHALL BE IN COMPLETE ACCORDANCE WITH, WITHOUT LIMITATION, THIS INVITATION TO BID, ATTACHED SPECIFICATIONS, ALL CODES, REQUIREMENTS AND REGULATIONS REFERENCED THEREIN.

Note: The Term of the Annual Agreement shall begin with the issuance of a purchase order through September 30, 2023 with an option for Four (4), One (1) Year Renewals upon mutual consent.

Questions regarding this invitation to bid should be **in writing** and should reference the above Bid number. Submit all questions to **Mr. Todd Glidewell, Purchasing Agent**, via e-mail at **purch@lakelandgov.net** or fax **(863) 834-6777.**

CLARIFICATION AND/OR EXCEPTIONS OF DOCUMENTATION

Bidders requiring clarification or having a dispute with these documents must advise the City Purchasing Division of the nature of the required clarification or basis of the dispute, in writing, no later than **November 14, 2022**. If no written contact has been made by this specified date, the Bidder waives the right to any future consideration and accepts the documents as published and/or revised by the City. **Additionally, submitting a signed bid shall be construed as a total compliance statement.** **Note:** Any use of brand names (manufacturer) in this invitation and specification is for Bidder convenience only and shall not limit this offering. Equal or better equipment and alternate bids may be given consideration.

FLORIDA PUBLIC RECORDS LAW

Qualification submittal information shall be subject to Chapter 119, Florida Statutes, generally known as the "Florida Public Records Law." This statute provides that all documents, papers, records and similar material produced or received by an agency or political subdivision of the State are subject to public inspection and review under reasonable conditions and at reasonable times. Accordingly, unless specifically exempted by law, all bids and materials received with bids, marketing information, quotations, proposals, specifications, correspondence, forms, contracts, bonds, financial statements, prospectus, corporate resumes, product summaries, lab reports, inspection and test reports and any other such material will be considered a matter of public record. The City and its staff cannot regard any document, information or data as proprietary or confidential unless so advised by the City Attorney.

Additionally, should a Contractor enter into an Agreement with the City, the Contractor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Contractor in performance of services pursuant to this Agreement. In accordance with Florida Statute §119.0701, the Contractor shall keep and maintain public records required by the City in performance of services pursuant to the contract. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Contractor 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 for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City. Contractor shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform services pursuant to the contract. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.

EXPARTE COMMUNICATION

Please note that to insure the proper and fair evaluation of a bid, the City of Lakeland prohibits exparte communication (i.e., unsolicited) initiated by the Bidder to the City Official or Employee evaluating or

considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bids. Exparte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid then in evaluation or any future bid.

INSURANCE AND SAFETY REQUIREMENTS

All insurance shall be secured from or countersigned by an agent or surety company recognized in good standing and authorized to do business in the State of Florida.

The Contractor shall, within ten (10) days of notification of award and prior to commencement of work, take out and maintain in full force and effect minimum insurance coverage as specified in the attached requirements. This insurance shall remain in force and effect throughout the duration of the contract.

A **certificate of existing insurance** coverage should be submitted with the bid as proof of insurability. If the current coverage does not meet the bid requirements, then the Bidder should request an affidavit of insurability from the Bidder's insurance agent that certifies that the requirements can and will be met. Failure to provide adequate insurance coverage may be cause for disqualification as non-responsive to the bid requirements. The Contractor agrees to accept and abide by the City of Lakeland safety regulations in complete accordance with the attached requirements.

INDEMNIFICATION AGREEMENT

The Contractor agrees to indemnify and hold harmless the City of Lakeland in complete accordance with the attached requirements. This agreement shall be signed, notarized and returned with the bid submittal. Failure to provide the Hold Harmless Indemnification Agreement may be cause for disqualification as non-responsive to the bid requirements.

PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

DRUG-FREE WORKPLACE CERTIFICATION

By submitting a bid in response to this Invitation to Bid, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

SUSPENSION AND DEBARMENT CERTIFICATION

By submitting a bid in response to this Invitation to Bid, you are certifying that your company, pursuant to 49 CFR Part 29: (1) is not presently suspended or debarred as, and/or listed on the U.S. General Services Administration's System for Award Management (SAM) as such; and (2) will at all times remain eligible to bid for and perform the services subject to the requirements set forth herein and other applicable laws. Bidder agrees that any contract awarded to Bidder will be subject to termination by the City if Contractor or its subcontractors fail to comply or maintain such compliance.

CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Lakeland. Further, all respondents must disclose the name of any City of Lakeland employee who owns, directly or indirectly, an interest of five percent (5%) or more of the respondent's firm or any of its branches.

The respondent shall certify that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid and that the respondent is not financially interested in, or otherwise affiliated in a business way with any other respondent on the same land or improvements.

ADDENDA

It is the Bidder's responsibility to contact the Purchasing Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda and return executed addenda with the bid.

The failure of a Bidder to submit acknowledgement of any addenda that affects the bid price(s) may be considered an irregularity and may be cause for rejection of the bid.

LOCAL VENDOR PREFERENCE

A copy of City's Local Preference Policy, Ordinance No. 5850 dated November 16, 2020 is attached.

A Local Business shall be defined as a vendor, supplier or contractor that: (i) conducts business within the jurisdictional limits of Lakeland Electric's service territory by providing goods, services or construction; (ii) maintains a physical business location within the jurisdictional limits of Lakeland Electric's service territory in an area legally zoned for conducting such business; (iii) conducts business on a daily basis from the local business location; (iv) has conducted business from such location for at least twelve (12) consecutive months prior to the due date for the applicable bid or proposal; and (v) provides a copy of its local business tax receipt, if located within the City of Lakeland, or a copy of its Polk County local business tax receipt, if located outside of the City limits but within Lakeland Electric's service territory.

BID PROTEST PROCEDURE

The City's procedure on bid disputes is located in the City's Purchasing Manual, and can be found at www.lakelandgov.net/purchasing.

TERMS AND CONDITIONS OF AGREEMENT

A copy of the agreement to be entered into with the successful bidder is included with this bid as Attachment "A", should the City require such.

ORACLE iSUPPLIER AND SOURCING

In addition to accepting 'hard copy' competitive sealed bids, proposals and qualifications, the City of Lakeland uses Oracle's iSupplier and Sourcing to administer the competitive solicitation process, including but not limited to soliciting quotes, sealed bids, proposals, and qualifications, issuing addenda, posting results and issuing notification of an intended decision. Bidders are strongly encouraged to familiarize themselves well in advance of their intention of submitting a proposal to ensure familiarity with the use of Oracle iSupplier and Sourcing. The City shall not be

responsible for a Bidder's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of Oracle iSupplier and Sourcing.

It is the sole responsibility of the Bidder to ensure that hard copies reach the Purchasing Manager, City of Lakeland, Florida, 1140 E. Parker St., Lakeland, Florida 33801, no later than the time and date specified in this solicitation.

BID SUBMITTAL

An original and three (3) copies (collated in sets) of the bid form supplied by the City of Lakeland and all required bid submittal data shall be enclosed within a sealed envelope with the words, "**Sealed Bid No. 2325 – Units 5 & 8 General Outage Boiler Contractor Services**" and the Bidder's name and address clearly shown on the outside thereof. **Submittals received with less than four (4) total copies or not submitted on the City of Lakeland Bid Sheets may be disqualified as non-responsive.**

Mailed bids must be received in the office of the Purchasing Manager not later than the time set forth for bid opening. The City of Lakeland, Florida will not be responsible for any lost or late arriving bids sent via the U. S. Postal Service or other delivery services.

The City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all bids, and/or to accept that bid which is in the best interest of the City. The award of this bid, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Bidder's experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this bid to one (1) or more Bidders. There is no obligation to buy. The bid, if awarded, will be in the judgement of the City the most responsive to the City's needs. The City of Lakeland encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements.

City of Lakeland, Florida

Mark D. Raiford, CPPB
Purchasing Manager

BID SHEET:

UNITS 5 & 8 OUTAGE CONTRACTOR SERVICES

GENERAL OUTAGE BOILER MAINTENANCE AND REPAIR

OCTOBER 31, 2022

BID NO. 2325

THIS BID SHALL BE VALID FOR NINETY (90) DAYS FROM DATE OF OPENING

Company Name _____

***Company Address** _____

City _____ **State** _____ **Zip** _____

***If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.**

Telephone (____) _____ **Fax** (____) _____

E-Mail Address _____

The following Bid is in strict accordance with the **City of Lakeland Invitation to Bid No. 2325, dated October 31, 2022, and all attachments as referenced therein:**

This Bid shall be **F.O.B. Delivered and Installed with Full Freight Allowed** and a **Total Firm Price** for all of the work outlined in the attached specifications.

A. Total cost of Specification Item 3.2, "Planned Outage Bid pricing":

\$ _____

Written Out _____ **Dollars**

B. Total cost to complete Specification item 3.2.f – the price of a single holiday for the "On-Site" crew as specified in Specification item 3.2.e:

\$ _____

Written Out _____ **Dollars**

C. Per Diem rate for "On-Site" crew as specified in Specification item 3.2.e:

\$ _____

Written Out _____ **Dollars**

BID SHEET CONTINUED:

UNITS 5 & 8 OUTAGE CONTRACTOR SERVICES

GENERAL OUTAGE BOILER MAINTENANCE AND REPAIR

OCTOBER 31, 2022

BID NO. 2325

D. Total cost to complete Specification item 3.3, "Forced Outage Bid Pricing":

\$ _____

Written Out _____ Dollars

E. Total cost for mobilization / demobilization

\$ _____

Written Out _____ Dollars

F. Additional Materials over and above the written Scope of Work shall be billed at Cost Plus _____ Percent (%) and substantiated with paid invoices.

G. Please State the Name, Address and Telephone Number of the Branch Office that Serves the Lakeland, Florida Area Where Technical Expertise is Available:

Name

Address

Telephone No.

H. Please List a Minimum of Three (3) Projects that Your Company has Successfully Completed Within the Past Three (3) Years which are of Equal Size, Scope, Magnitude and Complexity as the Project to be Done for the City of Lakeland. This List shall be Specifically Prepared for this Bid Submittal and Should Include the Name of the Entity and the Name and Telephone Number of a Responsible Individual Qualified to Respond to Questions Concerning Your Company's Abilities, Costs, Schedules, Etc. Note: Prior successful accomplishment of such equal work will be a consideration in determining whether the Bidder is qualified to perform the work specified herein.

Company Name

Contact Person

Telephone No.

1. _____

2. _____

3. _____

BID SHEET CONTINUED:
UNITS 5 & 8 OUTAGE CONTRACTOR SERVICES
GENERAL OUTAGE BOILER MAINTENANCE AND REPAIR

OCTOBER 31, 2022

BID NO. 2325

I. Rates for Each Classification of Labor (Please list below):

Note: These rates will only be utilized for work outside of the written scope of work that has been Owner approved in writing prior to commencement.

<u>Classification</u>	<u>Straight Time</u>	<u>Overtime</u>
_____	\$ _____ /Hr.	\$ _____ /Hr.
_____	\$ _____ /Hr.	\$ _____ /Hr.
_____	\$ _____ /Hr.	\$ _____ /Hr.
_____	\$ _____ /Hr.	\$ _____ /Hr.
_____	\$ _____ /Hr.	\$ _____ /Hr.
_____	\$ _____ /Hr.	\$ _____ /Hr.
_____	\$ _____ /Hr.	\$ _____ /Hr.

J. Please List All Anticipated Subcontractors:

<u>Name Of Company</u>	<u>Address and Telephone</u>	<u>Type of Craft</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BID SHEET CONTINUED:

UNITS 5 & 8 OUTAGE CONTRACTOR SERVICES

GENERAL OUTAGE BOILER MAINTENANCE AND REPAIR

OCTOBER 31, 2022

BID NO. 2325

Terms of Payment Offered _____

Note: Payment shall be made within forty-five (45) days of receipt of invoice in accordance with Florida Statute §218.74, the Local Government Prompt Payment Act.

“I hereby certify that I understand and am aware that the City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all bids, and/or to accept that bid which is in the best interest of the City. The award of this bid, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Bidder’s experience and/or qualifications, past experience, administration cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this bid to one (1) or more Bidders. There is no obligation to buy. The bid, if awarded, will be in the judgement of the City the most responsive to the City’s needs. The City of Lakeland encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements.

If claiming Local Vendor Preference, I certify that the company satisfies each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a “Local Business”: a vendor, supplier or contractor that: (i) conducts business within the jurisdictional limits of Lakeland Electric’s service territory by providing goods, services or construction; (ii) maintains a physical business location within the jurisdictional limits of Lakeland Electric’s service territory in an area legally zoned for conducting such business; (iii) conducts business on a daily basis from the local business location; (iv) has conducted business from such location for at least twelve (12) consecutive months prior to the due date for the applicable bid or proposal; and (v) provides a copy of its local business tax receipt, if located within the City of Lakeland, or a copy of its Polk County local business tax receipt, if located outside of the City limits but within Lakeland Electric’s service territory.”

Please put an “X” or mark N/A: _____ Local Business

Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.

Company Name

Authorized Signature

Date Signed

**Name of Contact for Questions
(Please Print or Type)**

Telephone No. of Contact

SPECIFICATION WITH TERMS AND CONDITIONS

SPECIFICATION NO. PBM-23001

For

McIntosh and Larsen Power Plants

Units No. 5 and No. 8

BOILER CONTRACTOR SERVICES

General and Outage Boiler Maintenance and Repair

PREPARED BY:

Energy Supply Production Engineering

OUTAGES AND PROJECTS

CITY OF LAKELAND

LOG OF REVISIONS

REV. NO.	DESCRIPTION OF CHANGES	DATE	APPROVED BY
A	Original Issued for Review	10/10/2022	Matthew Brown
B	Review	10/12/2022	Thomas Reilly
C	Reviewed buy Contract Services	10/12/2022	Clarke Freed
D	Issued to Purchasing for Bids	10/13/2022	Matthew Brown
E			

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SECTION 1.0 DEFINITIONS

1.1 General Definitions

Wherever used in this Specification or in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable of both the singular and plural thereof:

- a. Addendum - Changes to the original Specification covering the Work to be performed.
- b. Approved - Approved, acceptable, considered necessary, satisfactory, or words of similar meaning shall mean approved, acceptable, considered necessary or satisfactory to or by OWNER
- c. Bidder – Bidder shall be the person, persons, partnership, company, or corporation responding to OWNER’s Request for Proposal in accordance with OWNER’s established policies and procedures.
- d. Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Contract.
- e. Contract – Contract shall mean the definitive final written agreement between OWNER and CONTRACTOR incorporating the covenants, terms, conditions, and technical requirements of this Specification.
- f. Contract Documents - The Contract Documents shall mean, collectively, OWNER’s RFP or Invitation to Bid, the Contract, this Specification, OWNER approved addenda and exceptions, the Public Construction Bond, OWNER’s Purchase Order and CONTRACTOR’s proposal which are intended to be complementary, and what is required by any one of them shall be as binding as if required by all. In the event of a conflict, the order of hierarchy shall be the order listed in the finalized version of the Contract or on the Purchase Order.
- g. Contract Time - The total number of calendar days, and any completion dates for phases or segments of the Contract Work shown on the Final Schedule to be completed by the parties.
- h. Contract Price - The total monies, payable to CONTRACTOR under terms of the Contract.
- i. CONTRACTOR - The person, persons, partnership, company, or corporation undertaking the performance of the Work required by the Contract.
- j. BOILER CONTRACTOR - same as item “i”: the terms CONTRACTOR and BOILER CONTRACTOR will be used interchangeably throughout this specification
- k. NDE CONTRACTOR – Contracted person or persons performing non-destructive examination (NDE) of pressure vessels and welds at OWNER’s behest
- l. Day – A calendar day or any fraction thereof.
- m. Equal - The words "or equal" used in connection with materials, products, or equipment designated by manufacturer's names, trade names or catalog numbers are intended to establish a standard. Other materials, products, or equipment meeting or exceeding the established standard may be used provided that their equivalency has been demonstrated to the satisfaction of OWNER and that written approval of their use has been obtained.
- n. Field Order - A written order signed by OWNER and CONTRACTOR as an agreement of clarification of the Contract, and not any adjustment in the Contract Price or Time.

- o. "Hazardous Materials" shall mean those materials included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", "contaminants" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Sections 9601, et seq.); the Hazardous Materials Transportation Act, as amended (49 USC Sections 1801, et seq.); the Resource Conservation and Recovery Act, as amended (42 USC Sections 9601, et seq.); the Toxic Substance Control Act as amended (15 USC Section 2601 et seq.); the Environmental Protection Act, R.S.O. 1990, C.E. 19; the Environmental Protection Act, S.C. 1991 c. 15.3, as amended; and in any of the regulations adopted, published, and promulgated pursuant to said laws, or in any other Laws and Regulations.
- p. Installation - Installation includes in addition to actual installation, all unloading, warehouse handling, rigging and hoisting, and furnishing of all tools, equipment and materials required to handle and install the Work, except as otherwise specified in the Contract.
- q. Invitation to Bid – Invitation to Bid shall be the Request for Proposal (RFP) or other notice duly issued by the City of Lakeland’s Purchasing Department incorporating the Specification and other documents as may be required by municipal code or charter or by Florida statutes to solicit competitive prices for labor, material, and services.
- r. Manufacturer - An individual, firm or corporation who is furnishing material or equipment to either OWNER or CONTRACTOR or both.
- s. By Others - Refers to labor or materials to be furnished by OWNER, by a contractor or subcontractor other than CONTRACTOR
- t. OWNER - The City of Lakeland or its authorized representatives, successors or assigns.
- u. Project - The entire construction and Work to be performed as provided in the Contract.
- v. Provisional Acceptance – Provisional Acceptance shall occur upon successful completion of all Work except for; (i) final completion of the punch list, (ii) delivery of as-builts and, (iii) completion of the applicable Performance Test(s).
- w. Purchase Order (PO) – A Work authorization document issued by OWNER’S Purchasing Department with the words "Purchase Order" clearly marked on the top right corner, a PO number used for reference shown on the front, a description of the Work or a listing of the applicable Contract Documents, an authorized OWNER signature and stating the amount of lawfully authorized funds. Purchase Orders are the only documents that authorize payment of changes to the total amount authorized on the Contract.
- x. Schedule – the agreed upon sequence of activities with start and finish dates including logical relationships of activities, deliverables, and milestones agreed to at issuance of Purchase Order
- y. Shop Drawings - All Manufacturer's and CONTRACTOR’s drawings, diagrams, illustrations, brochures, schedules, and other data which illustrate the details of the equipment, material and Work to be furnished for the Project.
- z. Specification – The covenants, terms, conditions, and technical requirements contained in this written document titled, "**Specification No. PBM 23001 for Boiler Contractor Services**"
- aa. Work - All activities as generally described in the scope sections (typically sections 2 and 3) of the Specification
- bb. Worksite – The site upon which the Work is to be performed, known as the City of Lakeland, Larsen Power Plant, Unit 8, located on the southeast shore of Lake Parker in Lakeland, Florida. The terms "Jobsite" and "Worksite" may be used interchangeably

SECTION 2.0 UNIT DESCRIPTIONS & SCOPE OF WORK

The CITY OF LAKELAND is seeking bids from qualified, R-Stamp certified BOILER CONTRACTORS to provide General Maintenance and Repair Services at the following work site locations:

- a. McIntosh Power Plant, Unit 5: 3030 E. Lake Parker Drive
- b. Larsen Power Plant, Unit 8: 2002 E. Hwy 92

OWNER seeks to enter into an ANNUAL AGREEMENT with one or more qualified BOILER CONTRACTORS to perform the services outlined in this specification or selected portions thereof. The initial term of this service will commence upon issuance of a Purchase Order around December 1, 2022, and end on September 30, 2023. This agreement includes the option to renew terms for an additional four (4) one-year periods upon the mutual consent of parties (OWNER and CONTRACTOR(S)). CONTRACTOR may request rate changes before each AGREEMENT renewal. If OWNER agrees to the proposed changes, the agreement will be extended for that fiscal year

The ANNUAL AGREEMENT will be awarded to the most responsive and qualified Bidder as PRIMARY AWARDEE; the second-most responsive and qualified Bidder will be awarded the ANNUAL AGREEMENT as SECONDARY AWARDEE. Primary and Secondary Awardees will be called upon to perform general boiler maintenance and repairs during scheduled outages, and emergency repairs during forced or maintenance outages based on personnel availability

2.1 Unit No. 5

The HRSG at McIntosh Unit 5 is a Nooter-Erikson steam generator, built in the year 2000. It is designed to produce 553,360 lbs/hr main-steam flow at 1,832 psig and 1041°F at the HP superheat outlet. The HRSG is designed to optimize the heating surfaces, pressure drop, and mechanical design to meet steam requirements. The HRSG is a three-pressure system with a low-pressure (LP) drum, and intermediate pressure (IP) drum and a high pressure (HP) drum. The heating surfaces are arranged three bundles in width. Facing the stack, the bundles are designated A, B and C from left to right; tubes are counted from left to right; tube rows are counted from hottest to coolest. Each bundle has a top and a bottom header.

2.2 Unit No. 8

The City of Lakeland, Lakeland Electric's (OWNER) Unit-8 Larsen Plant is a dual-fuel (liquid distillate and natural gas) 88MW Frame 7EA General Electric (GE) Combustion Turbine (CT) exhausting into a Foster Wheeler manufactured Heat Recovery Steam Generator (HRSG). The HRSG supplies a 30MW GE Steam Turbine (ST). The Steam Drum design pressure is 965 psig, corresponding to a saturated steam temperature of 542 deg F.

The HRSG National Board Number is 6798

The Manufacturer's Serial Number of the Unit is 94-5916

2.3 Scope(s) of Work

This Maintenance and Repair AGREEMENT will include "Planned Outage" work, and "Forced Outage" work. In either case, CONTRACTOR is expected to provide full-time supervision of the working crew and all necessary equipment. This Maintenance and Repair Agreement will not include major Capital or Maintenance Repair Projects; these will be treated separately under their own Specifications and Bids. AWARDEES of this Maintenance and Repair Agreement will be invited to bid on all such Projects

2.3.1 Planned Outage Time and Material (T&M) Work

Given the need-based nature of this work, the majority of services will be provided by CONTRACTOR on a Time and Material (T&M) basis. Therefore, BIDDER will provide unit prices for labor classifications, material and rental equipment upcharges and any other incidental fees that may arise due to assigned work scopes

OWNER will require CONTRACTOR to perform various standard Outage maintenance scopes which will be invoiced at the above-mentioned rates. These unit prices will be used for Unit 5 (U5) and Unit 8 (U8) Outages. These maintenance scopes of work may include any, many, or all of:

- a. Open/Close HRSG access and drum doors
- b. Perform HRSG roof crack repairs
- c. RAC leak repairs (if necessary)
- d. HRSG interior gas deflection baffle repairs
- e. HRSG interior access door repairs
- f. HRSG liner plate repairs
- g. Thin gauge stainless steel tube-temp thermocouple/insulation wrap installation
- h. Perform boiler tube weld repairs as needed per inspections
- i. Remove and install valves for inspection
- j. Remove and replace ports, baffles and any other normal obstructions to facilitate inspections
- k. Prep piping, headers, and tubes for NDE, hardness testing, and foil replication, as needed
- l. Pressure Vessel weld repairs
- m. Any other scopes of work assigned by OWNER which can be reasonably completed within the OWNER provided timeframe

2.3.2 Forced Outage Emergency Repair Work

Forced Outage work requires R-Stamp certified CONTRACTORS to be exceptionally responsive with equipment mobilization, skilled personnel, scheduling flexibility, and quality assurance/quality control staff ready to provide procedures, inspection services and Authorized Inspector buy-off on short notice. To that end, for any pressure part repair welds, CONTRACTOR shall:

- a. Provide weld procedures and welder qualifications to OWNER
- b. Provide for any applicable NDE and heat treat requirements of piping, per code
- c. Full QC report to include:
 - i. Traveler
 - ii. Form R-1 and required attachments*
 - iii. Welding Procedures and Qualification Records
 - iv. Material Control documentation
 - v. Weld Map(s)
 - vi. Hydrostatic test reports (if applicable)
 - vii. NDE test reports
 - viii. R-Stamp and Certificate of Authorization

* P-3 and P-4 forms of original manufacture may NOT be available for U8

CONTRACTOR shall hire and be responsible for the performance of NDE/Heat Treatment Contractor

2.4 Schedule

2.4.1 Planned Outages

The Lakeland Electric Outage Schedule through the end of Calendar Year 2023 is as follows:

Unit	Outage	Date OUT	Date IN	Work Duration
McIntosh Unit 5	"Fall 2022"	12/09/2022	12/23/2022	10 days
McIntosh Unit 5	"Spring 2023"	3/01/2023	3/15/2023	10 days
Larsen Unit 8	"Spring 2023"	4/08/2023	4/22/2023	10 days
McIntosh Unit 5	"Fall 2023"	11/27/2023	12/11/2023	10 days

The U5 Fall 2022 Outage will include some of the Standard "Planned Outage" work scopes and tasks listed above in **Section 2.3.1**. OWNER does NOT guarantee that AWARDEE(S) of this AGREEMENT will work all of the Outages listed above

2.4.2 Forced Outage Emergency Repair Work

BID requirements for Emergency Work are:

- a. Forty-eight (48) maximum mobilization on-site response time, unless otherwise agreed upon in writing by OWNER and CONTRACTOR representative
- b. Sixteen (16) hour maximum shift time, per CONTRACTOR employee, unless otherwise authorized by both OWNER and CONTRACTOR **upper management**

2.4.3 Bid Award Schedule

Milestone dates for awarding of this work are expected to follow a particular timeline, to allow for final award approval through the City Commission, the generation of a Purchase Order, material procurement and mobilization of equipment for CONTRACTOR. The below table captures these dates:

Milestone	Date
Bid Publication	October 30
Pre-Bid Site Visit*	NA
Bid Due*	November 21
Bid Award	November 23
City Commission Approval	NA
Purchase Order Issued (approximate)	November 30
Contractor Mobilization	As agreed by OWNER/CONTRACTOR

* **Mandatory**

Bidders must meet the mandatory requirements of the Specification and Bid documents. These are detailed further in Section 5.0 "Bid Preparation"

2.3 Final Acceptance

Final acceptance will be when:

- a. The OWNER or the OWNER's representative has inspected and accepted the work listed on each work order
- b. OWNER'S representative has confirmed that work area has been left in better than as-found condition
- c. Copies of T&M timesheets have been provided to and approved by OWNER'S representative
- d. Invoices have been matched and verified per the work orders
- e. OWNER'S representative has received the full R-1 report, to include a photographic record of repairs, details of NDE findings, PWHT procedures, temperatures graphs, and any recommendations to OWNER for future inspections and prioritized repairs or replacements of examined materials

SECTION 3.0 BID PRICING

3.1 Bid Pricing Criteria

Bid pricing must meet the following criteria:

- a. The labor and material portions of the (T&M) rates shall be all inclusive, having no separate charges for insurance costs, office overhead costs, field overhead costs, transportation and delivery charges, material costs, payroll taxes, profit, removal/disposal of old material, and everyday equipment / tool rental charges (clarified in Section 4.1 CONTRACTOR's Responsibilities). Additional charges will not be allowed
- b. The Superintendent & Foreman Labor rates shall include all the necessary costs to provide for proper job supervision
- c. Everyday equipment and tools costs are to be embedded in the CONTRACTOR's labor rates, (clarified in Section 4.1 CONTRACTOR's Responsibilities) and are not to be billed separately. Non-everyday equipment/tools or equipment/tools not mentioned in Section 4.1 will be invoiced at the fixed percentage (Cost Plus) plus rental cost
- d. T&M work timesheets shall be generated and submitted daily to OWNER'S representative

3.2 Planned Outage Bid Pricing

For the purposes of this Bid, CONTRACTOR shall submit pricing for a Planned Outage Team, working a hypothetical ten (10) day Outage, to include:

- a. Mobilization/De-mobilization
- b. Project Manager (see notes below – NOT full-time on-site)
- c. Safety Professional
- d. QA/QC
- e. An On-Site crew, to include:
 - i. Full-time Superintendent
 - ii. Two (2) boilermakers experienced with boiler tube welding, with at least one (1) being capable and experienced with mirror and window welding on all carbon steel materials, as well as T22 and T91 boiler tubes
 - iii. Two (2) millwrights
 - iv. One (1) helper or apprentice

- v. One (1) adequately trained confined space attendant and/or Firewatch

The above working crew will be quoted for **ten (10) twelve-hour (12 hr) days** with no days off

Project Manager and Safety Professional will be quoted at forty (40) hours each, for pricing purposes

QA/QC will be quoted at eighty (80) hours

Pricing should include any related administrative costs

- f. Separately, CONTRACTOR shall submit the price of a **single holiday** for this same crew
- g. Contractor shall submit Per Diem rates for this same crew. If Per Diem rates do not apply, enter “No Per Diem” in the submittal form space

3.3 Forced Outage Bid Pricing

For the purposes of this Bid, CONTRACTOR shall submit pricing for a Forced Outage Team, working a hypothetical tube leak on T91 material. The hypothetical scenario is:

- The tube leak has been identified as a High-Pressure Superheat tube-to-header tube liberation at the top header (T91 tube material and P91 header material)
- The tube material is SA-213 T91, 1.75” OD and 0.120” MWT
- The header material is SA-335 P91, 14” diameter, and has a wall thickness of 0.75”
- OWNER provided scaffold has been erected
- OWNER has tube material in stock
- OWNER has bottled gases on-site
- OWNER will provide Confined Space Entry and Hot Work permits
- OWNER will provide for Electrical Requirements

CONTRACTOR shall:

- a. Install and maintain adequate lighting for the duration of work
- b. Remove and safely stow upper gas deflection baffle plates
- c. Remove any remaining tube material from the header orifice
- d. Remove tube length a minimum of twelve (12) inches below the fractured end
- e. Remove tube fins as necessary to accommodate pre-heating, welding and post-weld heat treatment (PWHT)
- f. Prepare the header orifice and the new tube material end(s) for welding
- g. Prepare the existing tube end for welding (beveled to 37.5°)
- h. Prepare the materials for pre-heating per ASME Boiler and Pressure Vessel Code, Section 1
- i. Install a “dutchman” of sufficient length to restore the failed tube to service
- j. Recommend and perform NDE during welding
- k. Perform PWHT
- l. Perform radiographic final NDE
- m. Restore upper gas deflection baffle plates
- n. Provide complete R-1 report

Considering the above, CONTRACTOR shall bid the work-scope to include:

- a. Mobilization/De-mobilization
- b. QA/QC
- c. Full-time Superintendent
- d. Crew size as determined by CONTRACTOR
- e. Twenty-four-hour service
- f. All NDE and Heat Treatment requirements

OWNER expects this Bid item to include Project Management, administrative costs and a Safety Presence per CONTRACTOR'S own internal requirements. OWNER **does not** require the full-time presence of a Safety Professional or a Project Manager on-site for the duration of the work. OWNER will at minimum require contact information of CONTRACTOR'S Project Manager and Safety Professional, and that the Safety Professional is accessible around the clock for the duration of the work

SECTION 4.0 DEFINITION OF RESPONSIBILITIES

4.1 Project Management and Supervision

- a. CONTRACTOR shall perform all work and provide all services identified in this Specification as CONTRACTOR'S Scope of Work, within the allotted time frame
- b. Any work initiated per this AGREEMENT will be considered "turnkey" work: CONTRACTOR shall provide without limitation all labor, supervision, tools, materials, equipment and NDE/Heat Treatment services, to perform the work scopes solicited per this specification, except for those items specifically identified by OWNER to be provided by OWNER
- c. CONTRACTOR shall include in his labor cost all (as they apply) "forklift spotter", hole-watch, and fire-watch personnel required to perform the work included in this Specification
- d. Any work or materials not specifically detailed in this Specification and documents, but which will be required to perform the work, shall be included as part of CONTRACTOR'S scope. These items will be invoiced at the **time and material (T&M) rates** negotiated through this bid
- e. CONTRACTOR shall have on site a Job Superintendent with prior relevant experience performing such work of the scope and kind specified herein
- f. CONTRACTOR shall provide OWNER with a copy of the Job Superintendent's resume along with any
- g. CONTRACTOR shall provide the OWNER with an organization chart, identifying the Project Manager, Supervision, Safety Professional(s), and Foremen
- h. CONTRACTOR will provide OWNER with documentation of Sub-Contractor Supervisory and Safety qualifications prior to final bid acceptance
- i. CONTRACTOR shall provide OWNER with Welding Certifications for all personnel tasked with pressure-part welds
- j. CONTRACTOR shall provide welding procedures for pressure part welding
- k. **Adequate Staff and Supervision shall remain on-site through job clean-up and site demobilization – early staff down-sizing to the detriment of the job will result in back-charges to CONTRACTOR and letters of unsatisfactory performance to Purchasing and City Management**

4.2 Safety

For Planned Outage work, an “Outage Kick-off Safety Meeting” will be held at a date and location to be determined before the commencement of the Outage. The attendance of the Bidder awarded this Scope of Work is mandatory, whether in the person of Company Owner, or his/her authorized representative. Any questions or concerns remaining unanswered by the time of this meeting will be addressed at this meeting by OWNER’S Safety Team and/or Management. Any staff increases required by CONTRACTOR to meet OWNER’S Safety requirements shall be met by CONTRACTOR at no additional cost to OWNER unless agreed upon by OWNER before the “Outage Kick-off Safety Meeting”

4.2.1 Experience Modification Rate (EMR)

CONTRACTOR shall provide to OWNER its most recent Experience Modification Rate (EMR) and cite whom the Rate was evaluated by; CONTRACTOR shall provide to OWNER the most recent EMR of their NDE/Heat-Treatment Sub-contractor and cite who the Rate was evaluated by. If CONTRACTOR changes sub-contractors during the terms of this AGREEMENT, CONTRACTOR shall provide the most recent EMR for the new sub-contractor

4.2.2 Confined Space Entry

CONTRACTOR shall submit to OWNER its Confined Space procedures. If CONTRACTOR wishes to use their own Confined Space Permit, CONTRACTOR must provide a copy of a Confined Space Entry permit for OWNER’s review and approval

- a. All City of Lakeland Permit Required Confined Space rules will apply
- b. **CONTRACTOR will include in his bid all Authorized Attendants (hole-watches) to complete the Scope of Work detailed in this Specification unless otherwise agreed upon in writing by OWNER**

4.2.3 Hot Work

CONTRACTOR shall comply with OWNER’S hot work procedure, including NFPA 51B, which states that Fire Watch must remain on the permitted site of completed hot work for a minimum sixty (60) minutes to monitor for smoldering fires

4.2.4 Red Tag / LOTO Procedure

Equipment Clearance Permits (ECPs) are initiated and completed by OWNER’s Operations personnel: equipment is designated by Work Order for de-energization and lock-out-tag-out (LOTO), and a full procedure is written and implemented by Operations staff. OWNER’S Project Managers sign on to the ECPs and remain signed on until the projects are completed. CONTRACTOR Supervisors and/or Safety personnel may walkdown any equipment related to their Scope of Work upon request, and may inspect/review and sign on to the Red Tag ECPs on a shift-by-shift basis

4.3 Housekeeping

- a. CONTRACTOR is responsible for removing and disposing of debris and materials from in and around the work area on a shift-by-shift basis
- b. CONTRACTOR is responsible for maintaining general housekeeping in all work areas, including but not limited to:
 - i. Emptying garbage cans daily
 - ii. Restricting cigarette smoking to designated areas; keeping those areas clean

- iii. Keeping work areas swept and free of fly-away trash

4.4 Workmanship and Quality Assurance

- a. OSHA guidelines must be met, as well as City of Lakeland safety guidelines
- b. When applicable, CONTRACTOR shall warrant against defects all new parts and materials shipped and installed as part of this Specification for a period no less than one (1) calendar year from the date that the equipment is placed into service, or for a period of no less than eighteen (18) months from the time the equipment is shipped, whichever comes first
- c. CONTRACTOR shall warrant that all workmanship and services associated with this Specification and performed by CONTRACTOR, as well as any additional work accepted and performed by CONTRACTOR, will be performed in accordance with the highest industry standard, using qualified personnel in a timely and professional manner
- d. Within the minimum warranty period of one (1) calendar year, any malfunction or performance failure related to materials or workmanship related to this Specification, and any additional work accepted and performed by CONTRACTOR will be remedied by equipment replacement, shipment, and installation by and at the expense of CONTRACTOR, at no additional expense to OWNER (see SECTION 6.9)
- e. Any deviation from this specification must be submitted in writing and approved by the OWNER, before work on the project begins

4.5 CONTRACTOR General Responsibilities

- a. CONTRACTOR shall provide necessary qualified personnel to perform work specified by OWNER
- b. CONTRACTOR shall assume full responsibility for their employees' conduct while on OWNER'S property
- c. CONTRACTOR shall not permit any alcoholic beverages or illegal drugs on OWNER'S property. Any person demonstrating symptoms of alcohol or drug use shall be immediately removed from OWNER'S property, and shall not be allowed to return
- d. CONTRACTOR shall not permit any firearms to be brought onto OWNER'S property
- e. CONTRACTOR shall provide materials and installation of all required heat retention covering
- f. CONTRACTOR shall provide all expendable materials including welding rod, grinder disks, lubricants, thread and joint compounds (such as "Never Seize"), solvents, rags, blast media, etc., as needed
- g. CONTRACTOR shall provide all small hand and power tools necessary to perform his work including screw guns, drills, etc.
- h. CONTRACTOR shall provide, when needed, general purpose slings, rigging equipment, including chain hoist, buck hoist, tools, heating and burning equipment, precision measuring tools, and hand tools
- i. CONTRACTOR will provide all materials, equipment, tools, consumables, oxygen and acetylene as required to complete work as detailed in Section 2.3 (SCOPE)
- j. CONTRACTOR shall provide temporary lighting, electrical connectors, extension cords, welding machines, etc.
- k. CONTRACTOR will supply compressed air (for air tools) and scaffolding, as required
- l. CONTRACTOR shall provide a lockable toolbox/trailer to store CONTRACTOR's tools, materials, and equipment in

- m. CONTRACTOR shall provide protection of all power plant equipment adjacent to work area (above, below, beside) by providing temporary hot-work, coatings and weather protection materials (lumber, fire blanket, plastic sheeting, tarps, etc.) as well as erection and removal/disposal of such materials as required
- n. CONTRACTOR shall provide trash disposal, and cleanup and removal of all debris from site prior to demobilization
- o. CONTRACTOR shall provide all required office facilities, tool storage facilities, etc. for its own use
- p. CONTRACTOR shall furnish its own sanitary facilities, water cans, and ice
- q. CONTRACTOR will provide an overhead crane (include operator), as needed
- r. CONTRACTOR shall furnish fire extinguishers, as needed
- s. CONTRACTOR shall provide own safety equipment and PPE for its employees
- t. CONTRACTOR shall perform work in a clean and orderly manner using safe work practices in compliance with OSHA
- u. CONTRACTOR shall be responsible for any preventative measures to contain any potential release or spill of environmentally hazardous material and petroleum products that may result from performing the contracted work
 - i. In the event of a release or spill of environmentally hazardous material and/or petroleum products by CONTRACTOR or any event observed by CONTRACTOR, CONTRACTOR shall notify the plant operations Control Room/PPS/O @ (863) 834-8657
 - ii. CONTRACTOR shall be responsible for any cleanup, removal, and disposal of such materials or products resulting from performing contracted work and CONTRACTOR shall provide copies of all waste generation disposal manifests, disposal site records, transport records, certificate of disposal, etc., to the City of Lakeland
 - iii. Where there is the potential for a release or spill of environmentally hazardous material and/or petroleum products that could result from performing contracted work, the City of Lakeland Risk Management Department will determine CONTRACTOR insurance requirements and specify those requirements within the bid or contract documents
- v. CONTRACTOR SHALL PROVIDE OWNER COPIES OF SDS FOR ALL CHEMICALS THAT ARE TO BE USED ON THE JOBSITE PRIOR TO BRINGING THEM ONSITE. CONTRACTOR SHALL ALSO SUPPLY OWNER WITH AFFIDAVIT THAT ALL CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS HAVE RECEIVED TOXIC SUBSTANCE/RIGHT TO KNOW TRAINING
- w. CONTRACTOR shall maintain a mobile communication device for CONTRACTOR'S on-site supervisor for daily and emergency communications. CONTRACTOR's on-site supervisor will be required to be available for communication on a 24-hour, 7 Day a week basis
- x. CONTRACTOR shall furnish Bid, Public Construction bond, and insurance in accordance with terms specified in the Invitation to Bid
- y. CONTRACTOR shall provide all NDE requirements (magnetic particle, dye penetrant, ultrasonics, etc.)
- z. CONTRACTOR shall provide a written report that includes:
 - i. Description of inspections performed on all equipment involved, including problems encountered, corrections, and parts utilized

- ii. Photographic record of all problems encountered (cracks, erosion, galling, tube bulges, corrosion, etc.)
- iii. Complete NDE report

4.6 CONTRACTOR Requirements

- a. CONTRACTOR shall be responsible for project planning, job layout, contract coordination and to complete all work detailed in this Specification in a safe, cost effective and timely manner
- b. CONTRACTOR shall perform 100% NDE of all tube-to-tube welds using an acceptable and OWNER approved ASME method
- c. CONTRACTOR shall be solely and exclusively responsible for compliance with all safety requirements and engineering of any temporary supports, platforms, etc. required to perform this scope of work
- d. CONTRACTOR shall supply all tools, lighting, equipment, cranes, hoists, expendables, air compressors, refractory mixers, manpower, supervision, etc. to complete this scope of work
- e. CONTRACTOR shall place light stringers at each HRSG scaffold elevation. All light stringers must remain in these locations for the duration of the work
- f. CONTRACTOR shall work with OWNER to perform the scope of work in a safe, professional, timely and quality conscientious manner
- g. During the Outage, CONTRACTOR shall meet with OWNER weekly at a minimum and may be required to have a designated representative attend a daily outage meeting
- h. OWNER shall provide a designated representative to sign off on CONTRACTOR'S completed work as it occurs
- i. CONTRACTOR shall provide OWNER with two (2) radios with the same frequency as CONTRACTOR, and a charger for the radios to improve OWNER-CONTRACTOR communications and response time for the duration of the work
- j. CONTRACTOR shall provide OWNER with a daily turnover report to include work performed, manpower and any situations that could impact the schedule or require some form of assistance no later than 0830 hrs. each day

A meeting between OWNER and CONTRACTOR'S superintendent shall take place as soon as possible after notification of award to discuss office and tool trailer locations, equipment staging, etc.

4.7 General Responsibilities of OWNER

- a. OWNER will provide existing station fire protection from existing fire hydrants. CONTRACTOR shall furnish fire extinguishers
- b. OWNER will make available the necessary operating personnel for start-up and operation of equipment
- c. OWNER's Representative shall coordinate with CONTRACTOR'S job supervisor to review job progress and to approve any additional work items not included in "SCOPE OF WORK"
- d. OWNER will furnish all instrumentation work and calibration of instruments
- e. OWNER will isolate units and make ready for work, when needed

- f. CONTRACTOR shall be provided with a scrap metal roll-off container and a contact for OWNER'S scrap metal removal sub-contractor. CONTRACTOR shall be responsible to coordinate removal and replacement of the roll-off containers

SECTION 5.0 BID PREPARATION

5.1 Bidder's Qualifications

An award for Work will be made only to a responsive, responsible Bidder, in a financial position and with the organizational ability to do the work specified herein and qualified by experience. The Bidder shall submit adequate evidence of their ability to fulfill contracts such as the one being bid. Specific qualification requirements are noted in paragraph 5.2.b. (i-xv)

5.2 Bid Instructions

- a. The bid may not be given full consideration unless it is firm and includes all the information requested in this Specification, and on the OWNER'S Invitation to Bid. A satisfactory explanation must be given for not complying with the bid instructions. Failure to provide all applicable information, or to submit bid by due date, may be cause for disqualification as non-responsive
- b. To allow the OWNER the opportunity to properly evaluate the Bids, and to become the successful bidder, Bidders must be able to provide a proven ability to perform the type of work described herein. Bidders should include at the time of bid submittal, a minimum of:
 - i. A list of a minimum of three (3) jobs that the Bidder has performed within the past three (3) years which are of equal size, scope, magnitude and complexity as the type of work to be done for the OWNER. The list should include the name of the entity, name and phone number of a responsible individual qualified to respond to questions concerning the Bidder's abilities, costs, schedules, etc. Prior successful accomplishment of such equal work will be a consideration in determining whether the Bidder is qualified to perform the Work
 - ii. Supervisory and staffing capabilities with resumes of supervisory personnel planned for subject work and the number and classification of personnel required per shift
 - iii. A total firm price for all work and materials outlined in all sections of this Specification. The Bid shall also include unit prices where indicated. It must be clearly understood that this is a total firm price bid for work defined in this specification. Only unexpected or unknown major or extensive repair will be negotiable for an increase in compensation for services rendered using an agreed upon total firm price or unit prices and must be agreed to in writing by the OWNER
 - iv. A breakdown for response times to include emergency maintenance / repair work to restore systems
 - v. Terms of payment for work completed on the Jobsite which will produce the lowest overall total price on a delivered basis for all work and material furnished, subject to any specified final payment provisions
 - vi. Copy of typical final report provided to clients
 - vii. Breakdown of hourly rates for all personnel classifications involved to be utilized in determining extra cost of any work not covered by this specification and agreed to in writing by the OWNER

- viii. A breakdown for materials, labor cost and estimated duration of contract. The OWNER requires that separate invoices be submitted for labor and material
- ix. A breakdown of **additional** insurance expenses the bidder will incur if required to meet the insurance limits of this specification
- x. Statement of performance guarantee, if any
- xi. Air, water, steam and utility requirements, where applicable
- xii. Exceptions to OWNER's inquiry, drawings and Specification, if any, must be submitted with full explanation
- xiii. Bidder must complete all required vendor data as shown in this Specification, and data sheets if applicable, and return with the bid
- xiv. Bidder must arrange for separate billing by the freight carrier to the OWNER for the freight charges with the freight "FOB destination"
- xv. Bidder will ship the material "FOB destination" and pay the freight to the freight carrier

5.3 Bid Addenda

The OWNER may, during the bidding period, advise all Bidders by Addenda of additions, deletions, or alterations in the specifications. All Addenda shall be acknowledged in the bids. The Addenda shall become a part of the Specifications as if originally included therein

5.4 Placement of Order

In the event an order results from the bid, it shall be placed with the office of the company which services the Lakeland, Florida area and will be expected and required from the nearest service and/or sales office, and all operating difficulties that arise shall be handled locally by the CONTRACTOR. The bid should state the name and address of the branch office serving the Lakeland area

5.5 Post Bid Meeting

The successful Bidder shall submit all required documents to the OWNER within ten (10) days of the notification that Bidder was successful and meet with the OWNER's representative to discuss the Scope of Work and the best ways of implementing the work. The project manager named by the Bidder in the Bid should attend this meeting

5.6 Compatibility with Jobsite Conditions

The Bidder shall acquaint itself and be familiar with the labor practices, conditions, and procedures established and accepted in the building and construction trades prevailing in the project area

5.7 CONTRACTOR'S State License

The Bidder shall include in the bid qualification their CONTRACTOR's Registration Number as required by Florida Statute Chapter 633

5.8 Acceptance of Bid

The right is reserved by the OWNER to reject any or all bids. The OWNER does not obligate itself to accept the lowest cost or any other bid. The OWNER reserves the right to award all of the Work to a single Bidder or may award portions of the Work to more than one Bidder

SECTION 6.0 GENERAL PROVISIONS

6.1 Form of Agreement

- a. At the OWNER'S option, the Agreement may be a Purchase Order issued by the OWNER in acceptance of CONTRACTOR'S bid, or the Agreement may be a Contract signed by an authorized person employed by the successful bidder and by the representative of the City authorized by the Lakeland City Commission. The words "Contract" and "Agreement" are used interchangeably herein.
- b. Any valid exceptions to the OWNER'S Specification stated in the bid will be considered and if acceptable to the OWNER, adjustment will be made to final specification and/or in the Purchase Order or Contract.

6.2 Change Orders

- a. Changes in the Work. The OWNER may, during the progress of the Work, order extras to the contract requirements or make changes in writing in the amount of the Work as specified without invalidating the Contract. No claim for additional compensation will be allowed unless covered by such an order. Change orders shall include a negotiated lump sum amount or agreed upon unit price. All claims for extension of time due to such changes shall be approved at the time of authorization for such changes.
- b. Any plan of action, method of work, or construction procedure suggested orally or in writing to the CONTRACTOR by any OWNER employee, agent which is not set out in Change Orders or other written directives issued in accordance with the Contract Documents, if adopted or followed by the CONTRACTOR in whole or in part, shall be performed at the sole risk and responsibility of the CONTRACTOR.

6.3 Project Schedules

- a. Project Schedules will consist of multiple work assignments given by the OWNER.
- b. Completion of the Work. The CONTRACTOR shall complete the Work within the time specified in the order, or as extended by written order.
- c. Execution of the Work. The CONTRACTOR shall prosecute the Work continuously in such a manner and in such order of precedence as may be directed by the OWNER, working overtime, if necessary, to meet the specified dates.
- d. Time is of the essence to this Contract and the CONTRACTOR agrees, at no additional cost to the OWNER, to take all steps necessary to meet the completion dates stated in the OWNER'S production schedules. In the event the CONTRACTOR falls behind any of the project schedules at any time during the performance of this Contract, the CONTRACTOR shall immediately and/or upon notification from the OWNER, work overtime and/or add workers, and/or take other action as may be necessary to promptly bring the Work back on schedule.

6.4 Subcontractors

The CONTRACTOR shall obtain prior consent of the OWNER before entering into subcontracts for any part of the Work.

6.5 Back-Charges

- a. If at any time the CONTRACTOR requests the OWNER to do any work to assist the CONTRACTOR in any manner, OWNER may invoice the cost of such work, and the CONTRACTOR shall make

payment to the OWNER by submitting actual payment to the OWNER, or by indicating a credit on the very next invoice submitted to the OWNER.

- b. Should any work done require correction because of faulty workmanship or materials; or should the materials as supplied or as installed require corrective work the OWNER shall notify the CONTRACTOR and proceed as follows:
 - i. If the OWNER'S time schedule permits, the CONTRACTOR will be allowed to perform the corrective work and bear all costs.
 - ii. If the OWNER'S time schedule does not permit the action described above, or if the CONTRACTOR refuses or neglects to take immediate action, the OWNER shall have the right to perform the corrective work, exercising due care to ensure the lowest possible expense, and the CONTRACTOR shall reimburse the OWNER for the cost of the corrective work.

6.6 Payment

- a. CONTRACTOR shall submit a schedule of values and a CPM for approval by the OWNER. Milestones shall be assigned a value as a percentage of total work. Upon completion of a milestone, CONTRACTOR shall submit an invoice identifying the milestone/or milestones completed. The OWNER shall review the invoice, verify the completion of the milestone, and if accepted, pay the invoiced amount less a 10% retainage. Payments on account, on the contract sum, and for any added work which may have been authorized shall be made at the times and in the manner set forth in the contract, but only after the OWNER has approved the amount of each payment as it shall fall due.
- b. The CONTRACTOR shall, before applying for payment, submit to the OWNER, in such form as the OWNER may direct, a schedule of values of the various parts of the Work according to the Unit Prices of the Contract, divided so as to facilitate the evaluation of work, for which payment is to be made, by the OWNER.
- c. When a payment falls due, the CONTRACTOR shall submit an application for payment based upon the schedule mentioned in the paragraph immediately above and in such form as the OWNER may direct.
- d. If the CONTRACTOR has made applications as required above, the OWNER shall review the amount requested and, if satisfactory, approve the CONTRACTOR'S invoice for payment.
- e. If payments are made on account of materials delivered and stored at the site, but not incorporated in the work, they shall be conditional upon submission by the CONTRACTOR of bills of sale, or such other procedure as will establish the OWNER'S title to such material or otherwise adequately protect the OWNER'S interest. The CONTRACTOR shall be fully responsible for such materials until they are incorporated into the work.
- f. No payment or partial payment made by the OWNER to the CONTRACTOR shall be an acceptance of any work or material not in accordance with the contract documents.
- g. Terms of payment. If the CONTRACTOR'S payment terms are not accepted by the OWNER, payment shall be made in a lump sum (minus ten percent retainage) upon satisfactory completion of the work and receipt of invoice from the CONTRACTOR subject only to the following specified provisions.
 - i. Final acceptance will not be considered until all requirements of this specification have been met by the CONTRACTOR and approved by the OWNER.
 - ii. The final payment, equal to the retainage permitted under Florida Statute §255.078 shall be withheld until acceptance of the total job.

- iii. When, in the opinion of the CONTRACTOR, the work covered by this specification has been completed the CONTRACTOR shall submit a "Request for Final Payment", along with any and all documentation necessary to satisfy the OWNER that all bills for labor, material, lands, licenses, fees, or any other expenses, have been satisfied, and a copy of the Final Report to the OWNER. The OWNER shall review the request, submitted documentation, and Final Report, and, if the work is acceptable to the OWNER and the documentation is sufficient to satisfy the OWNER of full payments by the CONTRACTOR, the OWNER shall make payment of the retained funds to the CONTRACTOR within thirty (30) days of receipt of all the above listed documents. Upon receipt of said retained funds, the CONTRACTOR shall agree to release the OWNER from any and all claims against the OWNER from future claims, actions, and liens.

6.7 Invoices

The CONTRACTOR shall submit an invoice to the OWNER each time a payment falls due. Separate invoices shall be submitted for each work order assignment.

- a. All invoices shall be sent to Lakeland Electric finance at:

Lakeland Electric Finance
Accounts Payable, Mail Code: CH-AP
228 S Massachusetts Avenue
Lakeland, FL 338010

With a Copy of the invoice sent to:

Lakeland Electric
McIntosh Power Plant-Production
3030 Lake Parker Drive
Lakeland, FL 33805
ATTN: Bryan Fluke

- b. OWNER may withhold payment if the CONTRACTOR is in violation of any terms and conditions of the Contract Documents

6.8 Substitutions

- a. No substitutions shall be made for materials or equipment or components thereof which are specified by generic type, except upon written approval by the OWNER.
- b. The CONTRACTOR shall submit all requests for approval of substitutions in writing, stating the reason for the request and attaching technical evidence of the equivalency of the proposed substitute.

6.9 Performance Guarantee and Equipment Warranty

The CONTRACTOR will provide a guarantee and warranty as follows:

- a. Performance: The CONTRACTOR shall guarantee that the supplied equipment shall perform as specified. Replacement or revisions required to meet specified performance shall be at the CONTRACTOR'S expense.
- b. Equipment:
 - i. All equipment and component parts shall have a minimum guarantee against fault in design, defective or improper materials, poor workmanship, and failure from normal usage for one (1) year after being placed in the specified service, and/or eighteen (18) months after date

of shipment. Repair or replacement parts and labor required during this period shall be furnished at the CONTRACTOR'S expense, F.O.B. installed at OWNER'S jobsite.

- ii. The CONTRACTOR shall ensure the availability of equipment in the event of warranty failures. Immediate response to failures is essential. If equipment fails during the warranty period, the CONTRACTOR shall provide replacement equipment at no cost to the OWNER, while the failed equipment is being repaired.

The CONTRACTOR shall ensure the availability of equipment in the event of warranty failures. Immediate response to failures is essential. If equipment fails during the warranty period, the CONTRACTOR shall provide replacement equipment at no cost to the OWNER, while the failed equipment is being repaired.

6.10 CONTRACTOR'S Obligations

- a. The CONTRACTOR shall, in a good and workmanlike manner, perform all work and furnish all labor and services, except as herein otherwise expressly set forth, necessary to perform and complete all the Work required by this Contract, in accordance with the provisions of the Contract Documents and any and all supplemental plans and drawings.
- b. The CONTRACTOR shall furnish all materials required to complete the Work except those specifically identified herein as being supplied by the OWNER. Where specified, all materials must conform to this Specification. Materials not specified are subject to the OWNER'S approval.
- c. The CONTRACTOR shall furnish all lights, tools, and equipment (including cherry pickers or cranes if required by the CONTRACTOR'S construction plan). All equipment brought on the Jobsite shall be certified to OSHA or local regulations and the operators shall be qualified to operate the equipment.
- d. Unless otherwise specified, all materials and equipment, supplied by the CONTRACTOR and permanently incorporated in the Work, shall be new and unused. Both material and equipment shall be of good quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the source of supply and quality of the material and equipment.
- e. No materials, equipment or supplies to be incorporated in the Work shall be purchased by the CONTRACTOR or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the CONTRACTOR. The CONTRACTOR warrants good title to all materials supplied by the CONTRACTOR in the Work, free from all liens, claims and encumbrances.

6.11 CONTRACTOR'S Cooperation

- a. The CONTRACTOR, its agents, and employees shall use diligence in cooperating with the OWNER, its agents, its other contractors, employees, suppliers and their agents, and employees in coordinating the work hereunder with other work at the Jobsite, all regardless of whether the OWNER'S agent, employees, or OWNER'S other contractors and suppliers, and their agents and employees are, or are not, affiliated with any labor union.
- b. The CONTRACTOR, its subcontractors, agents and employees shall in no way delay or alter the Work at the Jobsite on account of the other work being furnished or performed, or not furnished or performed, by union labor, subject to the other provisions of the Contract.

- c. The CONTRACTOR shall provide proper attention to the Work, shall keep an authorized representative on the Jobsite who shall be authorized to act upon notices, directions, and instructions. The CONTRACTOR will, before proceeding with the Work, provide the OWNER in writing, the name and title of the authorized representative and/or field superintendent and such representative shall be acceptable to the OWNER.
- d. The CONTRACTOR shall immediately remove from the job any person considered by the OWNER to be dishonest, incompetent, disposed to be disorderly, or for any reason unsatisfactory or undesirable to the OWNER and such person shall not again be employed on the premises without the consent of the OWNER.

6.12 Assignment

Neither party shall assign any of its rights, obligations, or duties under the terms and conditions of this Specification or any ensuing Agreement without the express written consent of the other party.

6.13 Codes and Regulations

- a. All materials and equipment shall be in accordance with any and all applicable Federal, State, and Local codes, laws, and ordinances in effect at the jobsite. All of the above referenced codes, laws, and ordinances shall take precedence over these specifications in case of any conflict. All such conflicts shall be referred to the OWNER for adjudication.
- b. The following industry, association, and government codes and standards shall be followed as applicable to the design, fabrication, assembly, installation, and testing of all materials and equipment furnished under this specification:
 - AISC – American Institute of Steel Construction
 - AISI – American Iron and Steel Institute
 - ANSI – American National Standards Institute
 - ASME – American Society of Mechanical Engineers
 - ASTM – American Society of Testing and Materials
 - AWS – American Welding Society
 - F.M. – Factory Mutual
 - IEEE – Institute of Electrical and Electronics Engineers
 - NACE – National Association of Corrosion Engineers
 - NEMA – National Electrical Manufacturers Association
 - NERC – North American Electric Reliability Corporation
 - OSHA – Occupational Safety and Health Administration
 - SBCC – Southern Building Code Congress
 - SSPC – Structural Steel Painting Council
 - U.L. – Underwriters Laboratories
- c. The issue or revisions of these documents in effect on the date of the Purchase Order shall apply.
- d. In the event of a conflict between any portion of this Specification and the referenced specifications, data sheets, Manufacturer’s product information, and drawings, such conflicts shall immediately be brought to the OWNER’s attention and the OWNER shall determine which document prevails.

6.14 OWNER'S Representative

The OWNER will assign one or more individuals as Field Representative(s) for this Project. Throughout the duration of this Contract, all questions concerning this Project shall be directed to a Field Representative. It will be the Field Representative's responsibility to coordinate with necessary OWNER personnel as required, including arranging for the tagging of equipment when removed from service for the CONTRACTOR.

6.15 Inspection

Authorized agents of the OWNER shall be allowed free and ready access to the CONTRACTOR'S work area, shops and the shops of its suppliers, at all reasonable times, for the purpose of inspecting the equipment or material, or any of its parts and to obtain information as to the progress of the work. Failure on the part of the OWNER to discover or reject materials or work not in accordance with the specified requirements shall not be deemed an acceptance thereof or a waiver of defects therein.

6.16 Fire Protection

The CONTRACTOR, throughout the entire performance of this contract, shall provide any special fire protection not furnished by the OWNER, in accordance with applicable National Fire Protection Association (NFPA) Codes, and OSHA, for all work involving cutting, burning, or operations that use an open flame or produce sparks as governed by this contract. The CONTRACTOR shall obtain a "Hot Work Permit" from the OWNER prior to beginning any daily work involving cutting, burning, or welding on the job site. If a determination is made by the OWNER that a fire watch is required in the area of work, the CONTRACTOR shall furnish a person or personnel for this duty.

6.17 Site Clean Up

- a. The CONTRACTOR shall keep the premises free at all times from accumulation of waste materials and rubbish caused by construction operations and employees.
- b. The CONTRACTOR shall furnish all refuse containers required for the Work and will arrange for the periodic removal and emptying of the same.
- c. The CONTRACTOR shall perform final cleanup prior to OWNER'S acceptance of the Work. The final cleanup shall include:
 - i. Removal of dirt and unsightly substances from all visible surfaces and areas.
 - ii. Removal of CONTRACTOR'S temporary structures, tools, equipment, supplies and surplus materials.
 - iii. Repair of roads, walks, fences and other items damaged or deteriorated because of CONTRACTOR'S operations.
 - iv. Grading, raking, smoothing, replacing vegetation and other operations necessary to restore to original or better condition all areas affected by CONTRACTOR'S operations.
 - v. The CONTRACTOR shall be responsible for disposing of all waste materials and rubbish generated (paint, waste, etc) off site in accordance with all applicable laws, rules, regulations and ordinances.

6.18 Plant Location and Access

- a. The Larsen plant is located at 2002 U.S. Hwy. 92 East in Lakeland, Florida.
- b. The McIntosh plant is located at 3030 East Lake Parker Drive in Lakeland, Florida.
- c. The Winston Station is located at 1200 Airport Road in Lakeland, Florida.

- d. The sites are approximately 140 feet above sea level with an ambient temperature range of +20°F to 120°F, and 50 to 100 percent relative humidity.

6.19 Entrance Gate and Parking

- a. The CONTRACTOR'S vehicles shall enter the plant site only through the specified entrance gate. All vehicles leaving the OWNER'S property are subject to inspections.
- b. The CONTRACTOR and its subcontractors shall each be limited to bringing only two (2) vehicles inside of the fenced plant perimeter. All vehicles brought on site must be clearly marked with the CONTRACTOR'S business logo or other identifying mark so that the OWNER may positively determine who an unattended vehicle belongs to.
- c. The OWNER reserves the right to further limit the number of vehicles brought on site by a CONTRACTOR if necessary.
- d. No personal vehicles shall be allowed within the fenced perimeter of the site. The CONTRACTOR'S personnel shall park only in designated areas and shall enter the site only through the designated gate. Any vehicles brought on site within the fenced perimeter of the site shall be "parked at your own risk." The OWNER shall have no responsibility or liability for any damage whatsoever caused to vehicles parked within the fenced perimeter of the site.
- e. The security forces employed by the OWNER have total site responsibility. All personnel entering or leaving the site must be logged in and out by security. Security personnel enforce safety regulations on site and assist in removal of undesirable personnel. Failure to obey instructions of security personnel is considered grounds for removal from Jobsite.

6.20 Operations Interference

For any work performed in a plant, the CONTRACTOR shall in no way interfere with normal operations. All work must be planned and coordinated through the OWNER Representative.

6.21 Royalties and Patents

By accepting any contract or work order resulting from the Specification, the CONTRACTOR agrees to indemnify the OWNER and to hold the OWNER harmless in respect to any and all claims that material sold hereunder infringes any U.S. or foreign letters patent, copyright or trademark and, provided the OWNER gives CONTRACTOR prompt notice in writing of any suit or action at law or in equity brought against the OWNER or any claim for infringement and gives CONTRACTOR necessary information, assistance, and authority to do so, the CONTRACTOR agrees to defend at the CONTRACTOR'S expense any and all such suits, and to satisfy any judgment entered therein. If, as the result of such suit, the equipment or any part thereof is held to constitute infringement the CONTRACTOR at its option and expense shall either procure for the OWNER the right to continue using the equipment, or replace same with non-infringing equipment, or modify the equipment so that it becomes non-infringing.

6.22 Damages to Asbestos Designated Equipment

Prior to the initiation of the contracted work, the CONTRACTOR shall meet with the Safety Officer to discuss necessary guidelines for working in the vicinity of asbestos. In addition, the CONTRACTOR shall be responsible for the replacement or repair of damages to any designated asbestos insulation caused by any of the CONTRACTOR'S employees. The CONTRACTOR must sign a statement, provided by OWNER, verifying this requirement.

6.23 Licenses and Insurance

The CONTRACTOR will obtain and maintain, at its own expense, all licenses and insurance to comply with all City, County, State and Federal requirements.

6.24 Default

Each of the following shall constitute a default under this Agreement:

- a. CONTRACTOR is adjudged to be bankrupt;
- b. CONTRACTOR makes a general assignment for the benefit of its creditors;
- c. CONTRACTOR fails to comply with any of the terms, conditions or provisions of this Agreement;
- d. or CONTRACTOR'S experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement.

If, during the term of this Agreement, CONTRACTOR shall be in default of this Agreement, OWNER may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until OWNER gives written notice of default to CONTRACTOR with at least (10) days to cure such default. If CONTRACTOR fails to correct such delinquency or default, OWNER may terminate this Agreement and pursue such remedies as may be available at law or in equity. CONTRACTOR shall be paid compensation for services satisfactorily performed and completed as of the date of termination. OWNER shall not be liable for partially completed Work. In addition to the remedies available hereunder, the OWNER shall have the right of offset from sums or payments otherwise due the CONTRACTOR, any sums or amounts which the CONTRACTOR may owe to the OWNER pursuant to the provisions of this Agreement and seek such remedy as may be available, including, but not limited to satisfaction of the performance bond. It is not the intention of this paragraph to limit or prevent delay damages or other damages that may occur.

6.25 Termination for Convenience

Notwithstanding any other provision of this Agreement, OWNER may, upon prior written notice to CONTRACTOR, terminate this Agreement with or without cause. In the event of such termination, OWNER shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed prior to the effective date of termination.

6.26 Delay

If the CONTRACTOR fails to complete the work, or any part thereof, in the time agreed upon in the multiple project schedules set forth by the OWNER, or within such extra time as may have been agreed to, the CONTRACTOR shall reimburse the OWNER for any additional expense and damage caused by such delay. In the event that the work is not completed by the scheduled date, the OWNER shall be entitled to withhold final payment plus any unpaid adjustments until such time as the total amount of delay damages is determined and amount caused by such damages shall be withheld from the final payments and any unpaid adjustments then due. The withholding of said amounts from the final payment and any unpaid adjustments shall not impair the OWNER'S right to seek additional remedy or compensation for damages.

6.27 Force Majeure

Neither party shall be liable to the other party for failure to perform or for the delay in performance of this Contract when said failure or delay is due to any cause beyond a party's reasonable control, including, but not limited to, fire, flood, strike or other labor difficulty, acts of any governmental

authority, riot, terrorism, embargo, unavailability of railcars, wrecks or delay in transportation, provided that, as a condition to the claim of force majeure, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. Inclement and severe weather which is typical within central Florida through the period the Work is anticipated shall not entitle a party to claim relief by force majeure or for delay damages.

6.28 Claims and Contract Negotiation

- a. All claims of CONTRACTOR, all questions concerning interpretation or clarification of the Contract or the acceptable fulfillment of the Contract on the part of CONTRACTOR, and all questions as to compensation and to extension of time shall be submitted, in writing, to OWNER for determination.
- b. A claim by CONTRACTOR must be made within 15 calendar days of CONTRACTOR's learning of the cause for the claim. The claim must be submitted to OWNER with as much supporting detail as can be reasonably developed at the time the claim is made. OWNER may grant additional time to develop additional detail to the extent OWNER requires. OWNER will determine the outcome of CONTRACTOR's claim. At all times CONTRACTOR shall proceed with the Work in accordance with the determinations, instructions, and clarifications of OWNER while OWNER is determining the outcome of CONTRACTOR's claim.
- c. If any requirement of the Contract is unclear to CONTRACTOR, CONTRACTOR shall be solely responsible for requesting instructions or interpretations and shall be solely liable for any cost and expenses arising from its failure to do so.
- d. Nothing set forth above shall impair OWNER's rights and remedies to enforce CONTRACTOR's obligations under the Contract.

6.29 Notice

Any notices required to be given by the terms of the Contract shall be delivered by hand or mailed, postage prepaid, to the address below. Either party may change the name of the person receiving notices and the address at which notices are received by so advising the other party in writing.

For City:

City of Lakeland/Department of Electric Utilities
Attention: Contracts
501 E. Lemon Street Mail Code: LE-CONTRACTS
Lakeland, FL 33801 5050
(863) 834 6588
e-mail: contracts@lakelandelectric.com

With a copy to:

CITY OF LAKE LAND
DEPARTMENT OF ELECTRIC UTILITIES
ATTN: WORK FORCE MANAGEMENT MANAGER
3030 E. LAKE PARKER DR.

LAKELAND, FL 33805

For Consultant:

Within ten (10) days of the notification that Bidder was successful, Bidder shall submit the name, address, telephone number and email address of the person or persons authorized to accept notices required under the Contract.

6.30 Jurisdiction, Venue and Governing Law

Jurisdiction and Venue shall be in the Courts of Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division, in connection with any action or proceeding arising out of or relating to this bid, proposal, contract, documents or instrument delivered pursuant to, in connection with, or simultaneously with this bid/proposal or breach of any contract entered into with the City. This Agreement shall be governed by the laws of the State of Florida.

6.31 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.

In accordance with Florida Statute §119.0701, the Contractor shall keep and maintain public records required by the City in performance of services pursuant to the contract. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Contractor 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 for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City. Contractor shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform services pursuant to the contract. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

SECTION 7.0 SPECIAL REQUIREMENTS

7.0 Right to Offset

In addition to other remedies available under this Contract, the OWNER shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the CONTRACTOR any sums or amounts which the CONTRACTOR may owe to the OWNER pursuant to provisions of this contract, as a result of any breach or termination of this contract.

Attachment 1

Insurance Requirements

INSURANCE AND SAFETY REQUIREMENTS

McIntosh and Larsen Power Plant Units #5 &8 Boiler Contractor Services General & Outage Boiler Maintenance & Repair

STATEMENT OF PURPOSE

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance terms to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

CITY DEFINED

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

"Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City of Lakeland as additional insured. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement."

INSURANCE – BASIC COVERAGES REQUIRED (cont’d)

Except for worker’s compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party’s deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

Commercial General Liability: This insurance shall be an “occurrence” type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party’s employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and **“Products and Completed Operations” coverage.**

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City’s acceptance of renovation or construction properties.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$1,000,000 Single limit each occurrence
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Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$1,000,000 Single limit each occurrence
--	---

Workers’ Compensation: Workers’ Compensation coverage to apply for all employees for statutory limits and shall include employer’s liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. (“All States” endorsement is required where applicable). If exempt from Worker’s Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers’ Compensation exemption.

All subcontractors shall be required to maintain Worker’s Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

Excess Liability: This insurance shall protect the Other Party and the additional insured against all claims in excess of the limits provided under the employer's liability, commercial automobile liability, and commercial general liability policies. The policy shall be an "occurrence" type policy, and shall follow the form of the General and Automobile Liability.

The liability limits shall not be less than: \$1,000,000

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

Indemnification Contractor

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, gross negligence or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

Applicability: It is the express intent of the Contractor that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

_____ **Agreement is applicable to all contracts, purchase orders and other work performed for the City of Lakeland for the time period of not more than five (5) years.**

_____ to _____.
(Date) (Date)

(OR)

_____ **Agreement is limited to Bid #, Purchase Order #, Requisition # _____, or Contract dated _____.**

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance by the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work of which Contractor has knowledge at the time.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

Name of Organization

BY:

Signature of Owner or Officer

E-mail Address

STATE OF : _____

Organization Phone Number

COUNTY OF: _____

The foregoing instrument was acknowledged before me, by means of physical presence this _____ day of _____, 2022.

by _____, of _____.
Printed Name of Owner / Officer Corporate or Company Name

He/She is personally known to me or has produced _____ as
State Drivers License Number

identification, and did _____ / did not _____ take an oath.

Signature of Person Taking Acknowledgment

Printed Name of Person Taking Acknowledgment

Notary Seal

CITY OF LAKELAND

BY: _____
Joyce Dias, Risk Management & Purchasing Director

DATE _____

Attachment 2
Safety Requirements

Specification of Safety and Occupational Health Requirements

All City of Lakeland project representatives who assume responsibility for contract management will be responsible for ensuring compliance with these safety requirements by all Contractors and Subcontractors.

I. General

- A. All contractors are responsible for providing their employees with a safe and healthful working environment as required the Occupational Health and Safety (OSH) Act of 1970 and the Occupational Safety and Health Administration (OSHA) standards. Therefore, the contractor and their employees are responsible for following OSHA standards, applicable state regulations, and the City of Lakeland Safety Practices and Policies.
- B. The City of Lakeland's Safety Team and City management reserve the right to STOP work for any condition found to be Immediately Dangerous to Life and Health (IDLH). The contractor is solely and exclusively responsible for compliance with all safety requirements and the safety of all their employees and property on the project site. Note: Nothing in this requirement is to be construed to as removing or shifting responsibility from the contractor.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Contractor. The City reserves the right to require demonstration of compliance with the safety provisions of this Contract. The parties agree that such failure is deemed to be a material breach of this Agreement. The Contractor agrees upon such breach, all work under the Contract shall terminate until compliance with the provisions of this Agreement is demonstrated. In no event shall action or failure to act on the part of the City be construed as a duty to enforce the safety provisions of this Agreement, nor shall it be construed to create liability for the City for any act or failure to act in respect to the safety provisions of this Agreement.

II. Personal Protective Equipment (PPE) (OSHA 29CFR§1910 Subpart I)

It is the contractor's sole responsibility to provide adequate PPE for their employees. Additionally, the contractor is responsible for training their employees in the proper selection, maintenance, use of PPE. Minimal PPE requirements on City of Lakeland worksites:

- a. **Foot protection** must meet ANSI Z41.1-1999 standards and worn on all City properties.
- b. **Head protection** must meet ANSI Z89.1-1986 standards and worn in all areas except office buildings and office trailers.
- c. **Eye and face protection** must meet ANSI Z87.1-1989 standards and worn in all areas except office buildings and office trailers.
- d. **Hand and Arm Protection** must meet OSHA 29CFR§1910.138 requirements for proper selection, inspection, and care.
- e. **Hearing Protection** must meet ANSI S3.19-74, OSHA 29CFR§1910.95(j) and 29CFR§1910.95 Appendix: B requirements.

Hearing protection must be worn in areas where the noise level is over 85 dB

III. Housekeeping

It is the contractor's sole responsibility to keep the project work site clean during and after working hours. Contractor shall supply waste receptacles for each site location. They shall be emptied not less frequently than once each working day, unless unused, and shall be maintained in a clean and sanitary condition. At the completion of the contract the contractor will ensure that all excess materials are removed from the work site and that the worksite is left clean and safe. If the contractor leaves a project work site unkept and in a hazardous condition; the City will have the area cleaned and forward the bill to the contractor.

IV. Smoking

Smoking is permitted only in designated areas. Receptacle's must be used or waste removed in contractors' waste disposal container.

V. Safety Kick-offs and Safety Stand-Downs

A safety kick-off to disseminate safety expectations will be conducted before the project commences. Safety sand-downs will be conducted when major safety concerns, accidents, or near misses occur.

VI. Training Documentation

OSHA requires documentation of all safety training provided to employees by their employers. Documentation of all required safety training required for work proposed for this contract must be submitted within thirty days of contract award or before commencement of contracted work. Please reference the Safety Requirements Report for details.

VII. Written Safety Programs or Plans

Contactors awarded contracts with the City of Lakeland must, thirty days of contract award or before commencement of contracted work, provide the Risk Management Office written safety programs or plans. Please reference the requirements set forth in the Safety Requirements Report. The Risk Management Office will approve the submitted safety programs or plans as adequate to reduce risk of the work being performed.

Supplemental #1: Construction Safety

All contracted construction work will be performed per OSAH 29CFR§1926 standards, the contractor is responsible for ensuring that their employees are trained to and follow these OSHA standards. The City of Lakeland's Safety Team reserves the right to inspect all worksites and advise the contractor or their representatives on adjusting the work site, if needed.

A. PPE

The following PPE will be worn the entire time employees are on the worksite, including breaks and lunch:

1. Hardhats
2. Safety boots
3. Safety glasses

B. Scaffolding Safety

All Scaffolding will be erected per OSHA 1926 Subpart L, requirements and **inspected daily**. Scaffolds will not be used without the proper inspection tags, having the scaffolding inspected daily, and the inspection tags properly and legibly signed off daily. Scaffolds that are no longer needed will be removed as soon as safely possible.

C. Barricade Tape

All barricade tape will have tags placed on all sides with the company, employee, contact information, date tape applied, and date tape will be removed. The City of Lakeland's Safety Team reserves the right to inspect, adjust, or remove tape that is abandoned or not placed per this requirement.

Supplemental #4: Fall Protection

Fall Protection must meet 29CFR§1910.140 and 29CFR§1910.66 Appendix C for general industry contracts and 29CFR§1926.501 for construction contracts. The contractor is responsible for training their employees on the proper selection, donning, maintenance, and inspection of personal fall protection and fall arrest systems. The contractor is responsible for providing, maintaining, and inspecting fall protection devices for their employees. The contractor is responsible for ensuring that all tie-off

points can hold at least 5,000 pounds. The City of Lakeland's Safety Team reserves the right to inspect all fall protection devices, including tie-off points.

Supplemental #6: Confined Space Entry

Confined space entry must be made per 29CFR§ 1910.146, for all confined spaces in the City of Lakeland. Contractors are responsible for training employees to the OSHA standard and provide appropriate PPE for employees. The contractor is responsible for performing atmospheric testing and providing the testing equipment; all atmospheric testing equipment must have been tested within thirty days of the confined space entry testing. The contractor is responsible for providing entry attendants for each confined space, who is responsible for maintaining the confined space permit. The City of Lakeland's Safety Team reserves the right to inspect all confined spaces, confined space permits, and atmospheric testing equipment.

Supplemental #8: Hot Work

Hot work is defined by OSHA as any operation that will cause a spark or flame; such as, welding, grinding, brazing, soldering, or burning). All hot work operations will be performed in accordance with OSHA and NFPA standards. The contractor is responsible for obtaining hot work permits and providing a fire watch according to NFPA 51B requirements, reference the fire watch matrix below. The City of Lakeland's Safety Team reserves the right to inspect all worksites and advise the contractor or their representatives on adjusting the hot work area, if needed.

Authority and Fire Watch Matrix			
Permissible Area	Hot Work Permit		Fire Watch
Classification	Duration	Required	Duration
Level 1	N/A	No	N/A
Level 2	≤ 7 days	Yes	1 hr. after
Level 3	≤ 12 hrs.	Yes	1 hr. after
Level 4	≤ 12 hrs.	Yes	During and 1 hr. after
Level 5	≤ 12 hrs.	Yes	During and 1 hr. after
Level 6	≤ 12 hrs.	Yes	During and 1 hr. after

Supplemental #13: Equipment Safety

All operations involving equipment must be conducted according to the applicable OSHA standards. All equipment operators must be certified or licensed according to federal, state, and local requirements. All equipment must be inspected according to OSHA requirements and before use by the operator. The contractor is solely responsible for compliance with this safety requirement.

- a. Powered industrial trucks- all operations that are performed using powered industrial trucks (forklifts, lulls, etc.) must be conducted in accordance with OSHA 29CFR§1910.178 for general industry and 29CFR§1926.600 and 29CFR§1926.602 for construction.
- b. Aerial lifts- all operations that are performed using aerial lifts (boom lifts, cherry pickers, snorkel lifts, etc.) must be conducted in accordance with OSHA 29CFR§1910.67 for general industry and 29CFR§1926.453 for construction.

Supplemental #14: Crane Safety

All crane operations must be conducted according to OSHA 1910.180 standards. All crane operators must be certified or licensed per OSHA 1910.180 standards. No workers will be allowed to stand or pass under a suspended load; all load suspension areas will be properly barricaded. All swing points of the crane will be properly barricaded. Operators will not leave the cab of the crane while the load is suspended. All cranes, hooks, and rigging will be inspected daily. The City of Lakeland's Safety Team reserves the right to inspect all worksites and advise the contractor or their representatives on adjusting the work area, if needed.

Supplemental #16: Process Safety Management (PSM): McIntosh Power Plant

1. Plant Site Emergency Conditions

- A. In the event a contractor is working on a City of Lakeland McIntosh Power Plant (MPP) Site and a plant site emergency condition (i.e. major fire, hazardous fluid/gas leak, bomb threat, etc.) occurs, the contractor and the contractor's employees shall follow all instructions issued by the CITY. Upon notification of plant site emergency, the contractor and all contract employees shall evacuate to the nearest Safe Congregation Point. The CITY will issue further instructions to the contractor indicating when the contractor may return to the plant/job site.
- B. All contractors who perform services at MPP or near this area (within 1000 feet of fence line) shall ensure their personnel are made aware of the presence of **Anhydrous Ammonia**. This employee awareness must include chemical properties, site, sound and symptoms related to exposure and the emergency signal (**Siren, Public Address System** and **Radios**) and procedures used at the facility in the event of a release.
- C. All CONTRACT personnel shall be required to undergo **Anhydrous Ammonia** safety training to be provided by the City should gaseous **Anhydrous Ammonia** be utilized at the work location. The City will provide one training session and thereafter the CONTRACTOR shall be responsible for conducting the training using materials provided by the City. Contractor shall supply proof of completion of training to the City prior to any personnel reporting to the site.

2. Contractor Responsibilities

- 1. The Plant Manager for MPP or their designees shall be responsible for requesting contractor safety qualifications, establishing and maintaining a PSM – Approved Contractor List, maintaining contractor safety qualifications records, performing periodic contractor audits and maintaining the Contractor Injury and Illness Log.
- 2. All City employees who requisition contractor services shall be responsible for choosing contractors from the **PSM** – Approved Contractor List and monitoring contractor safety performance.
- 3. All City employees shall be responsible for notifying the appropriate Plant Management if they become aware of unauthorized contractors working on or near **PSM** covered processes.

3. Requisitioning Contractor Services

When requisitioning contractor services to perform work on or near any **Anhydrous Ammonia** equipment including the **SCR** ammonia process, City

of Lakeland employees shall choose only contractors who have been listed on the **PSM** – Approved Contractor’s List.

Supplemental #19: Process for Contractor PSM Approval, McIntosh Power Plant

The McIntosh Power Plant has one system that is covered by 29 CFR 1910.119 Process Safety Management of Highly Hazardous Chemicals: The Selective Catalytic Reduction Ammonia system (SCR) which is used to reduce Nox emissions on COL Unit # 3 and Unit # 5.

In accordance with 29 CFR 1910.119 (h) (1) (Process Safety Management), the City of Lakeland - Lakeland Electric - Energy Supply and the Department of Water Utilities is required to review the safety performance and safety program of contractors who perform maintenance or repair, turnaround, major renovation, or specialty work on or adjacent to systems that are covered by the standard as part of the evaluation used to determine the award of contracts. In order for a company to be evaluated for award of the contract, a completed, signed and dated Contractor Safety Evaluation form must be submitted along with a copy of the contractor’s Experience Modification Rate (EMR) on Insurance Company Letterhead. Failure to submit the Contractor Safety Evaluation will remove the Contractor from the qualified PSM approved contractor/vendor list and the contractor will not be eligible for award of City of Lakeland contracts.

All contractors awarded work that is on the systems covered by the Process Safety Management Standard shall provide documentation that all employees have received training in the potential fire, explosion, or toxic release hazards related to his/her job and the process and the applicable provisions of the emergency plan. The documentation shall include the identity of the contract employee, the date of the training, and the means used to verify that the employee understood the training. In addition, a Pre-Work Safety Assessment (PSA) or Job Hazard Analysis (JHA) is required for all work on systems covered by the Process Safety Management Standard and the PSA or JHA must be reviewed by all personnel involved in the work prior to the work beginning, and as needed, during the progress of the work. Any modification to the PSA or JHA during the job must be approved by the senior contractor supervisor on site and either the City of Lakeland Safety Coordinator or specific Plant Management, or their designees.

All contractors awarded work that is on the systems covered by the Process Safety Management Standard shall report any injuries or illness related to work in the process areas immediately and shall provide an injury and illness log on a weekly basis to the City of Lakeland Safety Coordinator.

All contractors awarded work that is on the systems covered by the Process Safety Management Standard shall comply with all other pertinent provisions of 29 CFR 1910.119 that are not mentioned in this document.