

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: June 5, 2023

RE: **Agreement with Rayco Industrial, Inc. for Above Grade General Work for McIntosh Reciprocating Internal Combustion Engine Project**

Attached hereto for your consideration is a proposed Agreement with Rayco Industrial, Inc. (Rayco) for above grade general work for the McIntosh Reciprocating Internal Combustion Engine (RICE) Project. On September 7, 2021, the City Commission approved an Agreement with MAN Energy Solutions USA, Inc. (MAN) for the purchase of six (6) RICE generators that will produce approximately 120.2 net megawatts (MW) of generation capacity for Lakeland Electric.

In addition to the City Commission's approval of the Long-Term Maintenance Agreement with MAN on April 3, 2023, completion of the RICE Project encompasses a number of project phases, including the installation and construction of Lakeland Electric's new electric generation facility. Significant underground work is nearly complete in preparation of the area for the RICE generators. As such, the above grade work on the facilities to house the engines is ready to begin. The above grade scope of work will include, but not be limited to: unloading, receiving, inspecting and storage of deliveries; coordinating installation of the engines and generators; construction of OEM and City received equipment; manufacturing of duct work and structural steel to support the equipment; completing mechanical and electrical connections; startup testing and commissioning support.

Accordingly, on December 21, 2022, the City's Purchasing Department issued Invitation to Bid (Bid) No. 3059 seeking qualified contractors for the design, material procurement, material fabrication, delivery, storage and construction/installation for the above grade general work specified above. The City received responses from the three (3) companies listed below.

Contractor	Location	Bid Price
Rayco Industrial, Inc.	Selma, AL	\$53,999,295.71
Casey Industrial, Inc.	Louisville, CO	\$72,949,759.00
Fagen, Inc.	Granite Falls, MN	\$74,088,455.00

Upon evaluation by Lakeland Electric staff and Sargent & Lundy, LLC, the City's consulting engineer for the RICE Project, Rayco was selected as the most qualified responsive, responsible, cost-effective bidder capable of best meeting Lakeland Electric's needs in accordance with the City's Bid Specifications and timeline.

The term of the Agreement, effective June 5, 2023, subject to City Commission approval, shall continue through the completion of services which are anticipated to be completed in October 2024, unless otherwise terminated or extended in accordance with the Agreement. Rayco will commence work and begin the design and procurement upon City Commission approval.

Pursuant to the Agreement, Rayco is required to provide a performance bond in the total amount of the contract price, as required by Florida Statute, that will remain in effect through the entire contract term to ensure satisfactory completion of the Project. Given the importance of meeting the schedule for commissioning of the RICE generators, provisions for liquidated damages resulting from delays have been incorporated into the Agreement. Liquidated damages in the Agreement are capped at \$1,500,000.00 representing approximately 2.5% of the contract price, excluding the contingency amount being requested.

Rayco is required to maintain general liability insurance for bodily injury/property damage in the amount of \$5,000,000.00 for each occurrence, workers compensation and excess liability coverage in the amount of \$20,000,000.00. The City is also requiring additional insurance coverage for pollution liability, environmental liability and crane and/or riggers liability during the term of the Agreement.

The warranty on the work performed by Rayco will be for a period of one (1) year from Substantial Completion. In the event that any work performed requires repair, replacement or modification, that work will be subject to a new warranty period from completion, which will not exceed a period of twenty-four (24) months from Substantial Completion. In addition, Rayco is required to indemnify and hold the City harmless for any property damage or bodily injury arising from Rayco or any of its subcontractors' negligent performance pursuant to the Agreement.

Rayco will perform all services in accordance with the terms and conditions set forth in the attached Agreement and the City's conformed Bid Spec M8538. Rayco's total initial bid price has been modified to include an additional \$4,798,079.29 based on scope of work clarification and increases in cost related to materials and subcontractors since the time of the initial bid submittal. The total contract price for services is \$58,797,375.00. In addition, City staff is requesting a contingency in the amount of \$4,000,000.00 which will cover minor modifications related to the Project scope that may occur. As such,

the total cost for the work, as well as the contract contingency is \$62,797,375.00. This above grade work is included in Lakeland Electric's budget for the RICE Project, a portion of which will be funded through the City's Energy System Revenue Bond and some of which will be covered by the issuance of a new bond.

It is recommended that the City Commission approve this Agreement with Rayco for the Above Grade General Work for the RICE Project and authorize the appropriate City officials to execute all corresponding documents related to the Agreement.

Attachment

**ABOVE GRADE GENERAL WORK
FOR THE MCINTOSH RECIPROCATING ENGINE PROJECT**

THIS GENERAL CONSTRUCTION AGREEMENT (“Agreement”), dated and effective as of June 5, 2023 (the “Effective Date”), is entered into by and between the **CITY OF LAKELAND**, a Florida municipality organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the "City", located at 228 South Massachusetts Avenue, Lakeland, Florida 33801-5086 and **RAYCO INDUSTRIAL, INC.**, hereinafter referred to as the “Contractor”, located at 3810 Highway 41 South, Selma, Alabama 36701. The City and the Contractor are also hereinafter referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, the City intends to enter into an Agreement for construction and installation services for the Above Grade Work for the McIntosh Power Plant Reciprocating Engine (RICE) Project (“Project”), which is located in Lakeland, Florida; and

WHEREAS, the City issued Bid No. 3059 (“Bid”) soliciting responses from contractors desiring to provide such services; and

WHEREAS, Contractor, having been selected as the most qualified firm submitting a response to the City’s Bid, is knowledgeable in providing construction and installation services for the Project and has the requisite expertise and experience for such services; and

WHEREAS, the City selected the Contractor to provide certain equipment and services pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

I. DEFINITIONS

- A. Specific Definitions. As used herein, the following terms shall have the meanings set forth below:

“Affiliate” shall mean any corporation or other entity that, directly or indirectly, controls or is controlled by, or is under common control with, another corporation or entity.

“Agreement” shall mean this agreement and all Exhibits attached hereto, as the same may be amended and supplemented from time to time in accordance with the terms hereof, including without limitation, by executed Scope Changes.

“All Risk Builders Insurance” shall have the meaning set forth in Article XVI.

“Applicable Laws” shall mean and include the following, as they are in effect from time to time, all federal, state, and local laws, statutes, ordinances, rules, and regulations; all judgments, decrees injunctions, writs and orders of any court of

competent jurisdiction; and all interpretations, permits, and licenses issued by any Governmental Authority having jurisdiction over performance of the Work.

“Bid” shall mean the City of Lakeland’s Bid No. 3059 dated December 21, 2022, including all addenda thereto.

“Business Day” shall mean any weekday with the exception of those weekdays the City is closed for the following holidays. These holidays include but are not limited to: New Year's Day; Martin Luther King Jr. Day; Memorial Day; Independence Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving, Christmas Eve and Christmas Day.

“Change in Law” shall mean the enactment, adoption, promulgation or modification of any Applicable Law or of any interpretation or amendment thereof, after the Effective Date, which requires a change in the Work or Project Schedule or results in an increase in Contractor’s costs.

“City Caused Delay” shall have the meaning as described in Article XX.D.

“City Furnished Design Documents” or “CFDD” shall mean all specifications and drawings supplied by the City, or the City’s Consulting Engineer to Contractor for Contractor’s use in performing Contractor’s Work.

“City-Furnished Equipment” or “CFE” shall mean the equipment, as more fully identified in Exhibit A, purchased directly by the City and provided to Contractor for installation under this Contract.

“City Furnished Field Technical Support” or “CFFTS” shall mean the field technical support, as more fully identified in Exhibit A, provided by City for use by Contractor for the installation support.

“City Obligations” shall have the meaning set forth in Article V.

“City’s Project Manager” shall mean the person designated by City, pursuant to Article III hereof, to administer and manage this Contract on behalf of City.

“City’s Site Representative” shall mean the person designated by City, pursuant to Article III hereof, to serve as City’s representative for the Project.

“Consulting Engineer” shall mean Sargent and Lundy, LLC or any other authorized representative working directly for the City of Lakeland.

“Contract Price” shall mean the amount set forth in Article VII.

“Contractor’s Project Manager” shall mean the person designated by Contractor, pursuant to Article III hereof, to administer and manage this Contract on behalf of Contractor.

“Contractor’s Site Representative” shall mean the person designated by Contractor, pursuant to Article III hereof, to serve as Contractor’s representative for the Project.

“Contractor’s Proposal” shall mean the proposal dated March 15, 2023, provided by the Contractor in response to the City’s Bid.

“Delay Damages” shall have the meaning set forth in Article VI.

“Differing Site Conditions” shall have the meaning set forth in Article XX. B.

“Effective Date” shall have the meaning set forth in the preamble hereof.

“Final Acceptance” shall have the meaning set forth in Article XII.

“Force Majeure Event” shall have the meaning set forth in Article XX.A.

“Governmental Authority” shall mean the government of the United States of America, and of any state, municipality, local government or other political subdivisions, instrumentality, department, agency, corporation, court of law or commission under the direct or indirect control of the government of the United States of America, or of any state, municipality, local government or other political subdivision of either thereof.

“Hazardous Waste” (HZW) shall mean any pollutant, contaminant, solid waste, hazardous waste, chemical, hydrocarbon product, toxic or hazardous substance, flammable, explosive or radioactive material, or similar items or material regulated under or subject to any Applicable Law as relevant, or any material derived from such HZW.

“Interconnection Points” shall have the meaning set forth in CFDD.

“Milestone Project Dates” shall mean the dates set forth in the Table in Article XXII.

“Notice” shall mean provision of notice by one party to the other in accordance with the requirements set forth in Article XXIII. E. hereof.

“Payment Schedule” shall mean the schedule contained in Exhibit D.

“Plant” shall mean the site, facility and infrastructure of the RICE Project to support generation.

“Proper Invoice” shall have the meaning set forth in Article VII. B.

“Project Site” means McIntosh RICE Project located at 3030 E. Lake Parker Drive, Lakeland, FL 33805.

“Project Schedule” shall mean the summary schedule of events significant to the construction, and installation of the Work, which schedule is attached hereto as Exhibit G. This Project Schedule may be adjusted by the City from time to time in the manner provided for in Article VIII.

“Prudent Utility Practices” shall mean the prudent utility practices followed from time to time by the electric utility industry in the United States of America having

regard to engineering and operational considerations, including manufacture's recommendations. Prudent Utility Practices are not limited to optimum practices, methods or acts to the exclusion of all others, but rather are a spectrum of possible practices, methods and acts which could have been expected to accomplish the desired result at a reasonable cost consistent with reliability and safety.

"Punch List" shall mean the items set forth on a list prepared by Contractor and approved by City, as that list is amended from time to time, which list shall set forth certain items of Work which remain to be performed prior to Final Acceptance.

"Ready for Commissioning" shall mean the City has accepted the Turnover Package for a System and can commence commissioning and start up activities with respect to that System.

"Reliance Material" shall have the meaning ascribed in Article XX. C.

"Scope Change" shall mean any change in materials, supplies and/or labor that result in a change in the Work requested by the City or otherwise not either required by or attributable to the fault of the Contractor.

"Subcontractor" shall mean a person or company engaged by Contractor to perform work or services or to provide material or equipment in support of the performance of the Work.

"Substantial Completion" shall have the meaning set forth in Article XI.

"System" shall mean a group of power plant components or equipment, as identified by the City for inclusion into a single turnover package.

"Systems Finalization" shall have the meaning set forth in Article X.

"Technical Specification" shall mean the information contained in Exhibit A of the Agreement that conforms the scope of the Work as set forth in the Proposal responsive to the City's Bid.

"Turnover Package" shall mean the package of information, as more fully described in the City's Technical Specification, required to be developed and completed by the Contractor documenting that a System is ready for the City to commence commissioning activities.

"Warranty Period" shall have the meaning set forth in Article XIII.

"Work" shall mean all obligations, duties and responsibilities of Contractor in connection with the McIntosh Reciprocating Engine (RICE) project required by this Agreement, including, without limitation, all necessary labor, together with all work, other services, materials, and equipment to be furnished by Contractor to perform this Contract, all as more particularly described in Exhibits A and B. Work includes any Contractor activities identified by City subsequent to Ready for Commissioning.

- B. References to Exhibits. All references to Exhibits herein shall mean any such Exhibit, as may be amended from time to time.

II. CONTRACT CONSTRUCTION AND ORDER OF PRECEDENCE

In the event of an inconsistency between or among any of the following provisions of this Contract and/or any the Exhibits hereto, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement; and
- B. Exhibit A – Conformed MREP Above Ground General Contractor Specification M 8538 rev G; and
- C. Exhibit B – Contractor’s Proposal; and
- D. All other Exhibits, Attachments, and Addenda thereto.

No legal comments or clarifications, or any suggestions for additional terms or conditions, set forth in Exhibit B - Contractor’s Proposal, shall be of any force or effect except to the extent that the same are specifically set forth in this Agreement.

III. GENERAL PROVISIONS AND CONDITIONS

- A. Independent Contractor. In the conduct and performance of this Agreement, Contractor and each Subcontractor shall be regarded as an independent contractor or subcontractor and not as an agent, partner, joint venture, Affiliate, representative, employee or servant of City.
- B. Project Managers and Site Representatives: Within fifteen (15) Business Days of the Effective Date, City and Contractor each shall designate a Project Manager who will have the authority to act on behalf of the respective Party with respect to all matters pertaining to the Work. Prior to any work commencing, each Party shall appoint a Site Representative who will represent the Party in the absence of the Project Manager. The Contractor’s Project Manager and Site Representative (i) must be satisfactory to the City in its reasonable judgment, (ii) shall not be reassigned or replaced by Contractor without City’s prior written approval, such approval shall not be unreasonably withheld, (iii) shall be replaced for cause if reasonably requested by City, and (iv) shall not be given supplemental work assignments without City’s prior written approval, such approval shall not be unreasonably withheld.
- C. Contractor’s Representations. Contractor represents to City as follows:
 - 1. Contractor is a duly organized, validly existing and in good standing under the laws of its incorporation and the execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action;

2. Contractor is not in violation of any Applicable Laws, which violations, individually or in the aggregate, would affect materially Contractor's performance of its obligations under this Agreement;
3. Contractor is qualified to do business in all jurisdictions in which such qualification is required in connection with performance of the Work;
4. Contractor is not a party to any legal, administrative, arbitrable, investigative, or other proceeding or controversy pending, or, to the best of Contractor's knowledge, threatened, which would materially and adversely affect Contractor's ability to perform its obligations under this Agreement;
5. Contractor is knowledgeable in providing construction, procurement, installation, testing, commissioning and start-up assistance for power plants, and has adequate staff of properly trained and qualified personnel for the performance of the obligations herein undertaken by Contractor; and
6. This Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with its terms.

D. City's Representations. City represents to Contractor as follows:

1. City is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Florida governing its incorporation, and the execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action;
2. City is not in violation of any Applicable Laws, which violations, individually or in the aggregate, would affect materially City's performance of its obligations under this Agreement;
3. City is not a party to any legal, administrative, arbitrable, investigative, or other proceeding or controversy pending, or, to the best of City's knowledge, threatened, which would materially and adversely affect City's ability to perform its obligations under this Agreement; and
4. This Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation of City enforceable against City in accordance with its terms.

E. Hazardous Waste. If Contractor or any Subcontractor becomes aware of any HZW on or under the Project, whether or not created or brought on by Contractor, Contractor shall report or, as applicable, require each Subcontractor to report, such condition to City in writing and before disturbing (or further disturbing) such HZW. Contractor shall not be liable or responsible for any HZW on or under the Project (other

than that brought to the Project by Contractor, Subcontractor, or their agents or representatives) or created or brought to the Project by any party or entity other than Contractor, Subcontractor or their agents or representatives. Notwithstanding anything to the contrary in this Agreement, Contractor shall have no obligation to accept or perform any work pursuant to a Change Order or otherwise with respect to HZW except for such HZW as Contractor, Subcontractors, or their agents or representatives created on or brought to the Project. If the discovery of the HZW (other than that brought to the Project by Contractor, Subcontractor, or their agents or representative) shall impact the performance of the Work by the Contractor, any such impacts shall be deemed an event of Force Majeure pursuant to Article XIX hereof, but Contractor shall use all reasonable efforts and shall require all Subcontractors to use reasonable efforts to minimize the effect thereof. City shall be liable for and shall indemnify and hold harmless, to the extent permitted by law and subject to the monetary limitations set forth in Florida Statute §768.28, Contractor against any direct loss, damage or expense of third parties (including but not limited to costs and reasonable attorney's fees relating to defense of third-party claims) relating to any HZW on or under the Project (other than that brought to the City by Contractor, Subcontractors, or their agents or representatives). Contractor shall be liable for any direct loss, damage or expense of the City or third parties (including but not limited to costs and reasonable attorney's fees relating to defense of third-party claims) relating to any HZW that has been created on or brought to the Project by Contractor, Subcontractors, or their agents or representatives. If any third-party loss, damage or expense relating to HZW shall result jointly from acts for which City and Contractor are responsible pursuant to the two immediately preceding sentences, each party will bear its proportionate share of liability according to the degree to which the causes for which it is responsible contributed to the loss, damage or expenses. Prior to bringing hazardous materials or substances (as defined by Occupational Safety and Health Administration, Resource Conservation and Recovery Act and Department of Transportation) on to City's property, Contractor shall provide written notice to City and provide the Safety Data Sheet for all such materials and substances.

IV. OBLIGATIONS OF CONTRACTOR

- A. Contractor shall be responsible for performing the Work as described herein. All such Work shall be performed with due care and diligence and in accordance with the requirements of this Agreement.
- B. Safety and Security
 - 1. Contractor shall, during performance of the Work, initiate, maintain and supervise all safety and health precautions and programs necessary to comply with Applicable Laws and reasonable requirements of the City. A project health and safety manual will be issued by Contractor prior to commencing on site activities.
 - 2. City shall provide the necessary security at the Project.
- C. Supervision of Work

1. Contractor shall supervise and direct the Work and shall be responsible for (i) all construction means, methods, techniques, sequences and procedures; (ii) coordinating all portions of the Work, (iii) safety; and (iv) the acts and omissions of all its employees and all Subcontractors, their agents and employees and all other persons performing any of the Work.
 2. Contractor shall use reasonable efforts to preserve and protect the Work and to prevent injuries to persons in connection with the Work at the Project.
- D. City Access. City and Contractor recognize that the Project is located within a joint-use area. Contractor shall provide City with unrestricted access to the Project Site throughout the period of construction to enable City to operate existing facilities and City will provide Contractor with reasonable access to perform the Work and shall not hinder, impact, or interfere in Contractor's ability to progress the Work. However, Contractor's access to the Project Site will be subject to appropriate restrictions concerning security and safety. City and Contractor shall advise the other Party upon receipt of any notice of or request for inspection by any Governmental Authority responsible for application or enforcement of any Applicable Laws with access to the designated Project Site areas throughout the term of this Agreement.
- E. Laws and Regulations. City and Contractor, as required for each to perform its respective obligations hereunder, shall comply with all Applicable Laws.
- F. Emergencies. In the event of any emergency endangering life or property, Contractor shall take such immediate action as may be reasonable and necessary to prevent, avoid or mitigate damage, injury or loss, and shall report to City as soon as possible any such incidents or exposures, including Contractor's response thereto. Contractor shall provide training to its Site Representative and staff as reasonably required to prepare them to deal with emergencies in accordance with the Contractor's safety program. When Contractor or its authorized representative is not present to give direction during an emergency, instructions may be given by City and shall be received and carried out by the person(s) in charge of the particular part of the Work affected thereby. Contractor shall be liable for the reasonable attendant costs associated with such emergency.
- G. Housekeeping. Contractor shall keep the Project reasonably free from accumulation of waste materials or rubbish caused by Contractor's operations. At the completion of the Work, Contractor shall remove from and about the Sites, Contractor's temporary construction facilities, tools, construction equipment, machinery, surplus materials, waste materials and rubbish. If at any time City requests Contractor to take remedial action to comply with this provision and Contractor fails to commence such remedial action within five (5) business days after written Notice to the Contractor, City may take remedial action and any cost incurred for such remediation shall be charged to the Contractor.
- H. Storm Water Erosion and Sedimentation Control
1. Contractor shall be responsible for the prompt and proper control of storm water, erosion, and sedimentation across, on, and from the Project Site and shall ensure

that all related control devices installed by Contractor remain intact and maintained through Substantial Completion in accordance with the issued permit.

2. With respect to the storm water erosion and sedimentation control, Contractor shall be entitled to a Change Order in accordance with Article VIII for any costs or schedule impacts incurred as a result of complying with additional or more burdensome requirements in the permit to be provided by the City and not specifically included in the City's original Technical Specifications set forth in Exhibit A.
3. Contractor shall be liable for any and all penalties, fines, damages, and restitution payments which are assessed against the City by any federal, state, or local governmental entity or by any court of proper jurisdiction resulting or arising from failure to properly control storm water, erosion, or sedimentation across, on, or from the Project Site to the extent caused by Contractor.

I. Contractor Responsibility for the Work and CFE.

1. Commencing on the date of Contractor's initial mobilization to the Project, the Contractor shall assume responsibility for the unloading of all CFE subsequently delivered to that Site. All such CFE shall be under the charge, custody, and care of the Contractor. Contractor shall take every precaution to preserve the material condition of the CFE and to protect the Work and the CFE from damage by the elements or from any cause whatsoever and shall repair and make good at Contractor's own expense any damage caused by Contractor, provided however, should any damage to CFE be covered by the All Risk Builders Insurance, Contractor shall obtain written approval from the City prior to commencement of such repairs.
2. Prior to taking receipt of the CFE, the City's Site Representative, in the company of the Contractor's Site Representative, shall be afforded an opportunity to view and inspect such CFE; and such Representatives shall make note, on a form to be provided by the City, of any visually apparent existing damage to, or irregularities in, the material condition of, the CFE, which damage or irregularities shall not be the responsibility of Contractor. Contractor shall not be responsible for any damage or irregularities which would not have been revealed by visual inspection. The City's Site Representative may elect to open any CFE shipments to allow further inspection of the contents.
3. Title to all or a portion of the materials, equipment, and supplies provided by the Contractor shall pass to City upon delivery to the Project Site. Title to any Work other than materials, equipment and supplies provided by the Contractor shall pass to the City on the date payment in full is made by City. Contractor shall retain care, custody and control of such materials, equipment, supplies and components until Substantial Completion of the Work or until Partial Occupancy as defined below, whichever occurs first. Such transfer of title shall in no way affect City's and Contractor's rights as set forth in other provisions of this

Contract. Risk of loss of the Work will transfer to City as provided herein upon Substantial Completion, or, if any portion of the Project is earlier occupied by City (“Partial Occupancy”), then the risk of loss of the applicable portion of the Project shall pass to City on the date of Partial Occupancy.

J. Field Technical Support and CFFTS

1. The City, under the terms and conditions of contracts between the City and suppliers of CFE, will provide certain CFFTS for use by Contractor. Exhibit A sets forth the CFFTS allocated for Contractor’s use and the terms and conditions of the CFFTS.
2. CFFTS will be available and provide supervision at the Project Site during the delivery and off-loading of the MAN Engines and Generators, and the Generation Step UP Transformer, GSU, ensuring the required storage procedures are properly implemented by the Parties. The CFFTS will perform periodic inspections of the CFE and notify the Parties, in writing, of any changes needed to the equipment storage methods.
3. Contractor shall cooperate with City in coordinating the use of CFFTS to ensure that the CFFTS is efficiently utilized so as to remain at or below the allocation that has been identified. However, should the allocation of CFFTS be exceeded through no fault of Contractor, Contractor shall have no liability for any extra cost incurred by City.

K. Cooperation and Collateral Work. Contractor shall be responsible for coordinating the nature and extent of any simultaneous, collateral, and essential work at or adjacent to the Project by others that may impact performance or completion of the Work by Contractor. City, its workers and contractors, and others shall have the right to operate within or adjacent to the Project during the performance of such work. The City, the Contractor, and each of such workers, contractors and others, shall coordinate their operations and cooperate to minimize interference. Contractor will be entitled to additional compensation and/or extension of time from City resulting from simultaneous, collateral, essential, or additional work, or additional time, expended as a result of, or caused by, such work by others that impacts Contractor’s Work, provided that such impacts were not caused by Contractor and/or its subcontractors.

L. Periodic Reports: The Contractor shall attend weekly on-site progress meetings, conducted by the City, to discuss current and future Work items and schedules, as well as critical issues, that could affect the cost or progress of the Work. Contractor shall furnish to the City all data that it has available that is necessary or desirable to allow City to be fully apprised of the status of the Work.

M. Safety Data Sheets. Prior to bringing any chemicals/substances on the Site(s), Contractor shall provide City with copies of current Safety Data Sheets (SDS).

N. Miscellaneous.

1. Contractor shall, if reasonably requested to do so by City for cause, remove or cause to be removed from a Site any employee of Contractor or of a Subcontractor.
2. Contractor shall use all reasonable efforts to maximize its purchases of materials and supplies for the Work from vendors and suppliers based in the City and surrounding service areas and shall outline such efforts as part of Contractor's monthly report. Contractor, upon City's request, shall provide to City a written report on its purchases pursuant to this subparagraph.

V. OBLIGATIONS OF CITY

- A. Access to Site. City shall furnish or cause to be furnished to Contractor full and legal access to and use of the Project and all necessary rights of way and easements, and reasonable access in order to perform the Work. City shall also ensure that other persons allowed access by City (other than Contractor, its Subcontractor, and its representatives and agents) do not interfere with the progress of the Work.
- B. City Permits. City shall obtain all environmental and building permits or certifications required for the Work.
- C. City shall provide the following:
 1. Reasonable amounts of service water and potable water at the pressures and volumes available at the Site.
 2. Temporary construction power in accordance with the City's Technical Specification and drawings.
 3. City Furnished Equipment (CFE), in accordance with Exhibit A and the Project Schedule.
 4. City Furnished Design Documents (CFDD), in accordance with the Project Schedule.
 5. Site Security.
 6. Clear access to the Work tie-in points.

VI. TIME OF PERFORMANCE AND DELAY DAMAGES

- A. Contractor shall promptly perform the Work in accordance with the Project Schedule, as the same may be amended by the Parties. The date of achieving Substantial Completion shall be of the essence in the performance of each Party's obligations under this Agreement. The Project Schedule provides for achieving Substantial Completion on or before August 11, 2024.

- B. The Parties agree that the damages sustained by City in the event that Contractor fails to achieve Substantial Completion in accordance with the Project Schedule would be difficult, if not impossible, to ascertain. Therefore, the Parties agree that if the Contractor fails to achieve Substantial Completion on or before the applicable dates set forth in the Project Schedule, Contractor shall pay to City, as liquidated damages and not as a penalty, liquidated damages for each day, or portion thereof, after the scheduled date of Substantial Completion is achieved:
- An amount equal to Thirty-Thousand Dollars and 00/100 (\$30,000.00) for each day after the scheduled date of Substantial Completion (“Delay Damages”).
- C. Delay Damages shall be the sole and exclusive remedy of the City for any delay of the Contractor.
- D. At such time as Contractor has determined that a System is ready for the City to commence commissioning activities, Contractor shall submit a full and complete Turnover Package for that System to the City. The City shall review each Turnover Package and, within five (5) business days following delivery to the City, shall, in writing, either (i) accept the Turnover Package, (ii) conditionally accept the Turnover Package pending correction of defective, non-conforming or incomplete Work, that does not preclude commencement of commissioning activities, or (iii) reject the Turnover Package. If the City conditionally accepts or rejects the Turnover Package, it shall provide written notice to Contractor identifying the defective, non-conforming or incomplete Work at issue. Contractor shall thereafter promptly correct all such defective, non-conforming, or incomplete Work and shall resubmit the Turnover Package to the City. After such resubmission, the foregoing review and notice process shall be followed. If the City conditionally accepts or rejects a resubmitted Turnover Package, this resubmission process shall continue until the Turnover Package is accepted by the City.
- E. Subject to Article VI.F., a System shall be deemed substantially complete at such time as the City, in writing, accepts or conditionally accepts the related Turnover Package. At that time, Contractor shall relinquish and grant to City, and City shall accept, full and exclusive custody and control of that System, responsibility for operation of that System, and risk of loss in relation to that System.
- F. Should the City determine, after the Site is deemed to have achieved Substantial Completion, that, as a result of Contractor’s fault, there is defective, non-conforming or incomplete Work with respect to a System at that Site that impacts the ability to commence and prosecute commissioning and start up activities in a timely manner, the following shall occur with respect to that System: (i) the City shall provide written notice of that determination to Contractor and Substantial Completion status will be deemed revoked; (ii) the Site will no longer be deemed to have achieved Substantial Completion; and, (iii) exclusive custody and control, responsibility for operation, and risk of loss subject to limitations described in Article XVII. shall revert to the Contractor. Contractor shall then promptly correct all such defective, non-conforming, or incomplete Work and shall resubmit the affected Turnover Package to the City. Thereafter, the review process

set forth in Article VI.D with respect to resubmission of Turnover Packages shall be followed until the City has accepted the Turnover Package.

- G. In no event, shall Delay Damages exceed One Million Five Hundred Thousand Dollars and 00/100 (\$1,500,000.00).

VII. PRICE AND PAYMENTS

- A. City shall pay Contractor Fifty-Eight Million Seven Hundred Ninety-Seven Thousand Three Hundred Seventy-Five Dollars and 00/100 (\$58,797,375.00) (“Contract Price”) for performance of the Work in accordance with the requirements of the Agreement. City shall pay Contractor milestone payments in accordance with the Payment Schedule set forth in Exhibit D for performance of the Work strictly in accordance with the requirements of the Agreement. Contractor’s price does not include any state or local sales, use, excise, or other taxes of like nature.
- B. Contractor shall submit Proper Invoices no later than the 10th day of each month, covering Work performed during the prior month based on percentage completion of items set forth in the Payment Schedule. Proper Invoice means an invoice that conforms with all statutory requirements and all requirements specified by the City. City shall pay all such Proper Invoices in accordance with the Local Government Prompt Payment Act, Section 218.70, et seq., Florida Statutes, unless otherwise provided in this Article. All payments shall be made in available funds in US Dollars, and shall be made by electronic transfer to Contractor’s designated bank in accordance with such Payment Instructions attached hereto as Exhibit D and as may be amended by Contractor from time to time, subject to prior written notice to City. If City fails to pay invoiced amounts within forty-five (45) days after delivery of invoice, Contractor, at its sole discretion, may suspend Work hereunder or may initiate collections proceedings, without incurring any liability or waiving any right established hereunder or by law.
- C. Contractor shall be responsible for payment of all taxes and governmental fees, if any, associated with provision by the Contractor of the equipment or materials and supplies, any services, and any Work in accordance with the Agreement.
- D. City shall have the right to deduct, offset against, or withhold from sums or payments otherwise due Contractor any reasonable sums or amounts which Contractor may owe to the City pursuant to the terms and conditions of the Agreement, as a result of breach or termination of this Agreement.
- E. At such time that Contractor has achieved Final Acceptance, as more fully described in Article XII hereof, Contractor may submit an invoice for final payment.
- F. The City will pay, via electronic means, all Proper Invoices within ten (10) Business Days of receipt. Such payments will be subject to audit by the City following payment. Payments by the City will be net of the amounts invoiced for any payment items disputed by the City and any adjustments as a result of invoice audits. Should either Party fail to

make timely reimbursement, all amounts due will be subject to interest at the rates set forth in the Florida Prompt Payment Act, Section 218.70, et seq, Florida Statutes.

VIII. SCOPE CHANGES

- A. City may, at any time by written Notice to Contractor, order a Scope Change. Such Notice shall provide a detailed summary of the subject Scope Change(s). Upon receipt of such Notice, the Contractor shall prepare an estimate of the impact of such Scope Change(s), including any associated adjustment of the Contract Price, adjustment of the Project Schedule, and any other required changes to the Agreement. All agreed Scope Changes shall be set forth in adequate detail, in an amendment to the Agreement; provided, however, that Scope Changes totaling an amount of Two Hundred Thousand Dollars and 00/100 (\$200,000.00) or less may be aggregated into a single amendment to the Agreement to be executed by the Parties prior to Final Acceptance.
- B. Contractor may request a Scope Change, in writing, if it believes a failure of the City to perform its obligations under the terms of this Agreement, including but not limited to delivery of CFE and CFDD, a City Caused Delay, Differing Site Conditions, Force Majeure, or errors, defects, discrepancies, omissions or changes to Reliance Material, will require increased cost and/or additional time for the completion of the Work. Contractor shall be entitled to a Scope Change with respect to its Work, including without limitation its obligation to achieve Substantial Completion, and shall be relieved of its applicable obligations hereunder, if and to the extent that the Project fails to comply with any performance guarantees or otherwise fails to satisfy any specifications or requirements contained herein as a result of defects or deficiencies in the CFDD. Notwithstanding any other provision of this Agreement, Contractor shall not be responsible for, nor have any obligations, responsibilities or liabilities to City for, any delays or deficiencies in the Work, the Project or the performance thereof to the extent such delays, defects or deficiencies arise out of the CFDD. To the extent that CFDD causes a material change in the scope of Work to be provided, Contractor shall not be required to perform such additional work or incur such additional costs unless a Scope Change is agreed to by the Parties.
- C. All Scope Changes shall be documented in a manner acceptable to the City. No Work shall commence on any requested change until such time as both Parties have fully executed the applicable Change Order(s).

IX. PERFORMANCE BOND

- A. At the time of execution of this Agreement, Contractor shall deliver to the City a Performance and Payment bond to secure the strict and faithful performance by the Contractor, and its Subcontractors, of all the terms, covenants, and conditions of this Agreement and the prompt payment of amounts due all persons supplying labor, services, equipment, or material used in performance of the Work, including any and all duly authorized modifications thereof. Such bond shall be issued in the amount of 100% of the Contract Price, without any deduction therefrom, and shall be issued in a form and by a surety acceptable to the City, all signed or countersigned by a registered Florida agent. The Agreement Bond form of the City which has been reviewed by Contractor is

acceptable for this purpose with the understanding that it, or any bond form used, will be revised (if necessary) to include the following provision:

“This Bond is given to comply with Florida Statute §255.05, and any action instituted by a claimant under this Bond for payment must be in accordance with the notice and time limitation provisions in Florida Statute §255.05 (2).”

- B. If notice of any change affecting the general scope of the Work or the provisions of the Agreement (including, but not limited to, the Contract Price or the Project Schedule) is required, by the provisions of any bond or other performance security, to be given to a surety or other entity, the giving of any such notice will be the Contractor's responsibility, and the amount of each applicable bond or other performance security will be adjusted accordingly.

X. SYSTEMS FINALIZATION

- A. Systems Finalization shall include Mechanical Systems Finalization and Electrical Systems Finalization which are milestones for Project construction specifically set forth in the Project Schedule contained in Exhibit G.
- B. Mechanical Systems Finalization shall occur when the mechanical and structural systems of the Project are complete and systems have been filled and flushed and ready for the system check out.
- C. Electrical Systems Finalization shall occur when the electrical and instrumentation and control wiring is installed, landed, documented and verified for all the power, instrumentation, control, plant support wiring and terminations to support Plant commissioning and operations.

XI. SUBSTANTIAL COMPLETION

- A. Substantial Completion is the stage in the progress of Work when the Work or designated portion thereof is sufficiently complete in accordance with the terms and conditions set forth in this Agreement so that the City can utilize or occupy the Work for its intended use for the Project. Substantial Completion shall only be achieved after Mechanical Systems Finalization and Electrical Systems Finalization have occurred. The Plant shall have reached Substantial Completion when the Plant construction Work has been completed and the units are ready to be dispatched and in full operation. Repairs that do not require the Plant to shut down shall not be considered to impede Contractor's ability to submit its' notice to the City of achieving Substantial Completion. To demonstrate Substantial Completion, the Contractor shall submit and/or verify to the City the following:
 - 1. A written notice that the Work, or designated portion thereof, is substantially complete.
 - 2. A list of remaining items to be completed or corrected (“Punchlist”) and approved by the City.

3. City is in receipt of all of Contractor's deliverables which are necessary to operate the Plant in a safe, efficient, and reliable manner.
 4. The Plant is ready for normal operations, except for adjustments and performance of acceptance testing.
 5. Contractor has paid all delay damages owed under the Agreement.
 6. Contractor has completed all Work, except for As-Built drawings.
 7. Contractor has delivered to City a Waiver and Release of Lien.
- B. Within a reasonable time after receipt of Contractor's notice of Substantial Completion to the City, the City shall inspect the Work to determine the status of completion.
- C. In the event the City determines that the Work is not substantially complete then:
1. The City shall promptly notify the Contractor, in writing, giving the reasons for why the Work is not substantially complete.
 2. Contractor shall remedy the deficiencies in the Work and send a second written notice of Substantial Completion to the City.
 3. The City will re-inspect the Work to validate Substantial Completion has been achieved.

XII. FINAL ACCEPTANCE

- A. Final Acceptance shall be deemed to have occurred when:
1. Contractor has satisfactorily completed the Work in accordance with the terms of this Agreement;
 2. All Punch List items have been completed and accepted by the City;
 3. Contractor has provided evidence satisfactory to City that all payrolls, equipment bills, and other costs and expenses connected with or related to the Work have been paid or otherwise satisfied. Such evidence shall include, but may not be limited to, conditional lien waivers and general releases reasonably acceptable to the City. If Contractor is unable to obtain the necessary lien waivers and releases, Contractor, at the request of the City, agrees to promptly post additional bond or security acceptable to the City to cover any unpaid Subcontractor or Supplier payments, claims or disputes; and
 4. A Waiver and Release of Lien Upon Final Payment substantially in the form contained in Exhibit C has been duly executed and acknowledged by Contractor and delivered to, and found to be acceptable by, the City.

XIII. WARRANTIES

- A. Contractor warrants and represents to City as follows:
1. The Work shall have been carried out in accordance with the Contractor's obligations under this Agreement and shall be free from defects in workmanship

and material for a period of one (1) year (the “Warranty Period”) from the date of Substantial Completion; and

2. Where the Work, or part thereof, is repaired, replaced or modified pursuant to this Article, said item or part shall be further warranted to be free from defects in workmanship and material until the expiration of a new Warranty Period from the date of completion of the remedy; provided however, in no event shall Contractor have any warranty obligations beyond twenty-four (24) months following the date of Substantial Completion.
- B. The City shall promptly notify Contractor in writing of any non-conformance in the Work. Upon City making the nonconforming work available to Contractor, Contractor shall promptly investigate and, if Contractor confirms that a warranty claim by City is supported, commence a remedy at Contractor’s sole expense, by either repairing or replacing any defective or non-conforming portion of the Work.
 - C. THERE ARE NO IMPLIED WARRANTIES APPLICABLE TO THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED.
 - D. It is expressly understood that the warranties contained herein shall not limit or waive Contractor’s other obligations under this Agreement.
 - E. The Contractor shall not be held responsible for defects caused by lack of maintenance, unintended use, misuse, abuse, external accidents, alterations or repairs made or performed by any person or entity not under the control of Contractor, or other causes beyond the reasonable control of the Contractor. The warranty obligations of Contractor do not extend to any portion of the Work that is in an incomplete state at the time of any termination of this Agreement. City understands that Contractor may challenge the existence of a defect or nonconformity requiring repairs or corrections covered by the Warranty provided under this Agreement.

XIV. INDEMNIFICATION

Please see Exhibit F.

XV. INSURANCE AND SAFETY REQUIREMENTS

Please see Exhibit E.

XVI. ALL RISK BUILDERS INSURANCE

- A. The City shall maintain All-Risk Builders Risk Insurance on a standard “all-risk basis” (including, but not limited to, perils such as fire, collapse, flood, vandalism, weather, and earthquake) covering the Work (including, but not limited to, all associated real and personal property and all commissioning, start up and testing services) at a value equal

to at least one hundred percent (100%) of the replacement value of the Work, CFE and CFFTS. Contractor shall be included as an additional named insured on such policy. Contractor and all subcontractors shall be a named insured under this policy and such policy shall contain waivers of subrogation in the benefit of all parties regardless of fault and all deductibles shall be paid by City. Contractor shall be given a copy of such policy for review upon request.

- B. Contractor shall immediately notify City if there are any damages sustained to CFE or the Work. Prior to Contractor initiating any repairs, Contractor shall consult with City and obtain authorization for the required repairs. Contractor shall ensure adequate record keeping is maintained to demonstrate the full cost for any required repairs.
- C. Contractor agrees to cooperate with the City and its insurance companies in any investigation or review of any damages to CFE or to the Work, and any related claims, resulting from any risk described in Section XVI.A. above.
- D. The All Risk Builders Risk Insurance shall include a waiver of subrogation in favor of the City, Contractor and all sub-contractors.

XVII. LIMITATION OF LIABILITY

- A. Notwithstanding any other provision in the Agreement, the total cumulative aggregate liability of Contractor, Subcontractors and their respective Affiliates, agents, and employees, arising out of the performance or non-performance of the Work whether based in contract, tort, negligence, strict liability, warranty, error or omission, shall in no event exceed one hundred percent (100%) of the Contract Price; provided, however, that such limitation shall not extend to any liability of Contractor for third party claims under Article XII.
- B. No Consequential Damages to City. In no event, whether based on breach of contract, warranty, tort, negligence, error or omission, strict liability or otherwise, shall Contractor, Subcontractors, or their respective Affiliates, officers, directors, agents or employees, be liable for any loss of profits or revenue, loss of use of any equipment, cost of substitute equipment, facilities or services, loss of power, cost of purchase power, loss of tax incentives or other tax benefits, inefficiency, downtime costs, or claims of utility customers of City for such damages, or for any other special, indirect, incidental, exemplary, or consequential loss or damages.
- C. No Consequential Damages to Contractor. In no event, whether based on breach of contract, warranty, tort, negligence, error or omission, indemnity, strict liability or otherwise, shall City, or its agents or employees, be liable for any loss of profits (other than loss of profits otherwise payable to Contractor under this Agreement) or revenues, loss of use of any equipment, cost of substitute equipment, facilities or services, downtime costs, claims of Subcontractors of Contractor for such damages, or for any other special, indirect, incidental, exemplary, punitive or consequential loss or damages.
- D. Property Damage Limitation. Notwithstanding any other provision in the Agreement, Contractor shall not be liable for damage to City property or existing City facilities

except to the extent such loss or damage results from Contractor's negligence, error or omission or willful misconduct

- E. Supremacy. The provisions of this Article shall prevail over any conflicting or inconsistent provision(s) contained elsewhere in this Agreement, except to the extent that such conflicting or inconsistent provision(s) further restrict or reduce the liabilities of the respective parties under this Agreement.

XVIII. TERMINATION FOR DEFAULT

- A. City at its election and without prejudice to any other right or remedy, may notify Contractor to discontinue all Work under this Agreement by delivery of Notice to Contractor in the event that:
1. This Agreement is assigned by Contractor without the written consent of the City; or
 2. Contractor is insolvent or generally unable to pay its debts as they become due (or admits in writing that it is generally unable to pay its debt as they become due), makes a general assignment for the benefit of creditors, or in any way becomes subject (as debtor) to an order entered by a bankruptcy court for relief from creditors or to the appointment of a trustee or a receiver for a substantial portion of its assets; or
 3. Contractor, at any time, has materially and repeatedly failed to comply with any terms or conditions of this Agreement, provided that the City has previously delivered Notice of such failure to Contractor and Contractor either has failed to commence cure within ten (10) days after delivery of such Notice or has failed to thereafter diligently prosecute such cure within thirty (30) days after delivery of Notice by the City unless otherwise agreed by the Parties.
- B. Should City terminate this Agreement pursuant to this Article, City shall pay Contractor for any portion of the Work performed prior to delivery of the initial Notice to Contractor, provided that such Work meets all requirements of the Agreement. To the extent that City has paid for any portion of the Work that has not been delivered to City or otherwise performed by Contractor prior to the date of the Notice of termination, City, at its discretion, may elect to either (a) continue to receive delivery or performance of the Work upon full and complete payment for the Work, or (b) forego delivery or performance of the Work in return for a refund of the portion of the Contract Price attributed to such portion of the Work.

XIX. TERMINATION FOR CONVENIENCE

- A. City has the absolute right to terminate the Work or any portion thereof, at any time and for any reason, by giving thirty (30) Business Days' Notice to Contractor specifying the portion(s) to be so terminated and the effective date of termination. Contractor shall

cease work on said portion of the Work on the effective date of such termination but shall continue to perform any unterminated portion (s) of the Work.

- B. If all of the Work is terminated for the City's convenience, Contractor shall, as agreed with City, take all actions reasonably required to protect and preserve the incomplete Work, remove from the Work Contractor's and Subcontractors' personnel, construction equipment and other temporary facilities, cancel purchase orders for and shipment to the Site of any then undelivered materials, terminate subcontracts, and diligently take all other actions required to minimize or eliminate expenditures for the terminated Work or portion(s) thereof. Such activities shall be completed within the shortest reasonable period after the effective date of the termination.
- C. If the Work is terminated in accordance with this Article for Convenience, Contractor shall be entitled to compensation for the value of the Work performed at the date of the termination, as agreed upon as milestone payments set forth in the Payment Schedule. However, the City shall not be liable for any other damages, including without limitation, any loss of profits or revenues, loss of use of any equipment, downtime costs, claims of Subcontractors or Contractor for such damages or for any other special, indirect, incidental, exemplary, punitive or consequential loss or damages of any nature similar to those enumerated above, arising at any time from any cause whatsoever.

XX. CHANGE EVENTS

- A. "Force Majeure Event" means any cause which is beyond the reasonable control of either Party, including, but not limited to: delays that are not the result of either Party or its agents exercising rights under this Agreement; natural disasters; fire; hurricanes; abnormally severe rain, snow or other inclement weather; tornadoes; extreme high winds; dust or sand storms; mudslides; lightning; flood; earthquake; explosions; acts of God; terrorism; epidemics or pandemics (including future impacts from COVID-19 or any variant thereof), acts of a public enemy; accidents; casualties; strikes, lockouts, or other labor disturbances; vandalism; public disorder or civil disturbance; blockages; insurrections; riots; war (whether or not declared); hostilities; sabotage; embargo; material shortages or unavailability; unusual delays in delivery; expropriation or confiscation; epidemic or quarantine or any other action or inaction by any governmental authority, including, but not limited to, the imposition of tariffs, and delays in processing or granting Contractor's permits. It is hereby expressly agreed that any action, inaction or omission by any utility or Government Authority preventing or delaying the granting of resolutions or permits or approvals which are necessary for the performance of the Work, shall be deemed a Force Majeure Event, provided that the affected Party has acted diligently in due time and manner with respect to such resolutions, permits or approvals and provided that such delay is not due to the fault of the either Party or its subcontractors. In the event either Party is impacted by an event of Force Majeure, the Project Schedule will be equitably adjusted and the Contract Price may also be equitably adjusted.
- B. Differing Site Conditions: Contractor shall promptly and, if feasible, before such conditions are disturbed, notify the City in writing of: (i) above ground, subsurface or

latent physical conditions differing materially from those indicated in the Agreement, or (ii) unknown physical conditions, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in the work of the character provided for in the Agreement, or (iii) any unmarked or incorrectly marked underground utilities or facilities not correctly identified through the local one-call service or the Agreement (collectively, “Differing Site Conditions”). The City shall promptly investigate the conditions. If it is determined that such conditions do materially differ and cause an increase in Contractor's cost of, and/or the time required for, performance of any part of the Work under the Agreement, an equitable adjustment in price and time of performance shall be made and the Agreement modified in writing accordingly.

- C. “Reliance Material” means documents or information supplied by City to Contractor, including the geotechnical report included in Exhibit A, and Contractor shall be entitled to rely upon such documents or information in Contractor’s performance of the Work and which City represents to Contractor that Contractor will not be held liable and will be entitled to a Change Order adjusting the schedule and cost for any issue, delay or damage arising from errors, defects, discrepancies, omissions or changes of these documents or information. Contractor shall be entitled to a Scope Change equitably adjusting the time and cost of performance of the Work to the extent there is any error, defect, discrepancies, omission or change to the Reliance Material.

- D. “City Caused Delay” means delays or interference with the Work resulting from the acts or omissions of City, its separate suppliers or contractors, their subcontractors and employees or other parties for whom City may be liable, including City’s Consulting Engineer or designers; the failure of City to acquire any of the permits or access and use rights for the site, which City is required to obtain pursuant to this Contract, including, without limitation, the failure to acquire such permits in a timely fashion so that Contractor may perform the Work; the suspension of the Work in whole or in part by City, except where such suspension is caused by the Contractor’s failure to perform in accordance with this Agreement; or the failure by City to complete its obligations in accordance with the Project Schedule, City’s breach of this Agreement, or any other events or circumstances for which this Agreement provides that Contractor is entitled to a change order. Contractor shall be entitled to a Scope Change equitably adjusting the time and direct cost of performance of the Work to the extent Contractor is impacted by one or more City Caused Delay(s).

XXI. NOTICE OF CHANGE IN OWNERSHIP AND BANKRUPTCY

- A. Contractor shall provide written Notice to the City of any ownership changes within ten (10) days of the time Contractor becomes aware that a change in ownership has occurred or is certain to occur.

- B. Contractor shall deliver written Notice to the City within five (5) days of the initiation of any bankruptcy proceedings. This Notice shall include a copy of the petition, the date on which the petition was filed, the identity of the court in which the petition was filed, and a listing of City contract numbers for all City contracts against which final payment has not been made.

XXII. MILESTONE PROJECT DATES

No.	Item	Date	Liquidated Damages
1	Contractor Mobilization	6/05/23	No
2	Construction Complete (Mechanically Complete)	6/14/24	Yes
3	Pre-commissioning Testing Complete	7/15/24	Yes
4	Commissioning Complete	8/09/24	No
5	Tuning Complete	8/23/24	No
6	Acceptance Testing (Performance Guarantee and Emissions)	9/02/24	No
7	Complete All Punch List Work	10/07/24	No
8	Complete Demobilization	10/14/24	No

XXIII. MISCELLANEOUS

- A. Assignment. Contactor shall not assign its rights and obligations under this Agreement without the prior written consent of the City, which shall not be unreasonably withheld, but shall be free to subcontract any of the Work to others.
- B. Governing Law and Construction. The construction, validity and performance of this Contract shall be exclusively governed by the laws of the State of Florida, without giving effect to any conflicts-of-law rules requiring the application of the substantive laws of other jurisdictions. All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning, not strictly for or against the City or Contractor, and not against either party as its drafter since both parties agree they had an equal hand in drafting this Agreement. The singular shall include the plural; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.
- C. Severability. The invalidity or unenforceability of any portion or provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of the Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable provision; provided, however, if any provision dealing with limitation of liability or exclusion of any remedy is held to be unenforceable or invalid, the Parties agree to renegotiate this Agreement in good faith to give proper effect to the intention of the Parties as set forth in those provisions.
- D. Waiver. No failure by Contractor or City to insist upon strict performance of any term, covenant or condition of this Agreement, or to exercise any right or remedy upon breach

of any provision of this Contract, and no payment, acceptance of payment, performance, or acceptance of performance during the continuation of any such breach, shall constitute a waiver of any term, covenant or condition herein or a waiver of any subsequent breach or fault in the performance of any term, covenant or condition herein.

- E. Notices. All Notices to be given hereunder shall be in writing with delivery confirmed, and may be sent by registered mail, postage prepaid, or by hand delivery with signed acceptance, or by recognized overnight courier, or by facsimile transmission, confirmed by registered mail, hand delivery or recognized overnight courier, to the Parties as follows:

If to City:

Lakeland Electric
3030 East Lake Parker Drive
Lakeland, Florida 33805-9513
Attn: Project Manager; David Holdener
863-834-6649
C 863-242-0202
David.Holdener@lakelandelectric.com

If to Contractor:

Rayco Industrial, Inc. 3810 Highway 41 South
Selma, Alabama 36701
Attn: Ray Harrelson
334-418-6940
C 334-657-2423
Rayh@raycoindustrial.com

Notices shall be effective when first received by the other Party (including but not limited to the time of facsimile transmission), so long as such receipt is subsequently confirmed. Either Party may, from time to time, by Notice sent or delivered in the manner provided above, specify a different address for Notices to it, and such change of address shall take effect upon such other Party's receipt of said Notice.

- F. Entire Contract. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein and all prior contract or arrangements between them with respect to such matters are superseded. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on the Parties. No amendment, modification or change of any of the provisions of this Agreement shall be of any force or effect unless set forth in writing duly executed by the respective Parties hereto.

- G. Exclusive Representations and Interests. Neither City nor Contractor has made

any representations, warranties or covenants with respect to the Work or otherwise except as expressly set forth herein.

- H. Public Records. The Parties acknowledge that the City is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Parties further acknowledge that some, or all, of the materials or information provided by Contractor to the City will be considered a “public record” which the City, by law, is obligated to disclose upon request of any person for inspection and copying, unless the public record or the information is otherwise specifically exempt by statute. Should Contractor provide City with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, Contractor shall indicate that belief by typing or printing, in bold letters, the phrase “Confidential Information” both on the initial page and on the face of each affected page of such material and shall submit to City both a complete and a redacted version of such material. Should any person request to examine or copy any material so designated, City will produce for that person only the redacted version of the affected material or page(s) thereof. If the person requests to examine or copy the complete version of the affected material or page(s), City shall notify Contractor of that request, and Contractor, upon receiving such notification, shall either permit or refuse to permit such disclosure or copying. If Contractor refuses to permit disclosure or copying, Contractor agrees to, and shall, hold harmless and indemnify City for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by City, or assessed or awarded against City, in regard to City's refusal to permit disclosure or copying of such material based on Contractor's assertion that such information requested is Confidential Information and exempt from disclosure pursuant to the Florida Public Records Law. If litigation is filed in relation to such request and Contractor is not initially named as a party, Contractor shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of the Contractor's Proposal and any provision of any other document relating to the disclosure of materials or information considered by the provider to be confidential or proprietary and shall constitute City's sole obligation with regard to maintaining confidentiality of material or documents, of any kind, or any other information provided by Contractor or its Affiliates or Subcontractors.

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 Agreement.

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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City. Contractor shall, upon completion of the Agreement, 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 Agreement. If the Contractor transfers all public records to the City upon completion of the Agreement, 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 Agreement, 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.

- I. Venue and Jurisdiction. Any and all suits for any and every breach of this Agreement shall be instituted and maintained in a court of competent jurisdiction in the County of Polk, State of Florida or the U.S. District Court in and for the Middle District of Florida, Tampa Division.
- J. Dispute Resolution. In the event that a dispute arises between the Parties regarding the application or interpretation of any provisions of this Agreement (including but not limited to whether or not an alleged default exists), the aggrieved party shall promptly provide Notice of the dispute to the other Party. The respective Project Manager's shall undertake in good faith to resolve the dispute. If they cannot resolve the dispute within ten (10) Business Days after delivery of such Notice, each Party shall cause representatives, senior to the Project Managers, to attempt to resolve the dispute. In the event the dispute cannot be resolved within twenty (20) Business Days after the Notice of the dispute was first given, the Parties may utilize a mutually agreeable independent third party, with expertise in the area of dispute, to assist in resolving the dispute. If the Parties are unable to resolve the dispute within forty (40) Business Days after Notice of dispute was first given, each Party may then pursue all rights and remedies available under this Agreement, in equity, or at law.
- K. Trade Usage. Words, terms and abbreviations which are not otherwise defined herein and have well-known technical, trade or industry meanings are used in the Agreement in accordance with such established meanings. References to the plural include the singular and references to the singular include the plural.
- L. Reasonableness Standard. All determinations, consents, reviews and approvals to be granted and conducted by the Parties under this Agreement and any other acts calling for the exercise of discretion shall be performed in good faith and, unless otherwise so specified, under a standard of reasonableness that is consistent with normal industry

practices for the type of work involved. Where time periods are not specified, a reasonable period of time shall be allowed.

M. No Third Party Beneficiary. It is the intent of the parties hereto that this Agreement is solely between the parties hereto, and no member of the public or any person or entity not a party to this Agreement shall have any rights or privileges hereunder as a third party beneficiary or otherwise.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their duly authorized representatives as of the day and year first mentioned above.

CITY OF LAKELAND

Attest:

By: _____
Kelly S. Koos, City Clerk

By: _____
H. William Mutz, Mayor

Approved as to form and correctness:

By: _____
Palmer C. Davis, City Attorney

Attest:

RAYCO INDUSTRIAL, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBITS

EXHIBIT A

Conformed MREP Above Ground General Contractor Specification M 8538 rev G issued by the
City of Lakeland

EXHIBIT B

CONTRACTOR'S PROPOSAL

Proposal submitted by RAYCO INDUSTRIAL, INC., dated March 15, 2023,
with addenda

EXHIBIT C

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ _____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to (insert the name of your customer) on the job of (insert the name of the owner) to the following described property:

(Description of property)

DATED on _____, 2024.

(Name and address of Lienor)

By: _____

Sworn to (or affirmed) and subscribed before me by means of __physical presence or __online notarization this _____ day of _____, 2024, by _____ (name of person making statement).

(Signature of Notary Public - State of Florida)

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

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT D

PAYMENT SCHEDULE AND PAYMENT INSTRUCTIONS

- Twenty-five percent (25%) of total Contract Price shall be due within ten (10) days of the Effective Date of the Agreement. Such amount shall be Fourteen Million Six Hundred Ninety-Nine Thousand Three Hundred Forty-Three Dollars and 75/100 (\$14,699,343.75).
- Seventy percent (70%) of the total Contract Price shall be payable to Contractor based on milestones and number of payments as mutually agreed to by the Parties in writing and as set forth below. Such amount shall be Forty-One Million One Hundred Fifty-Eight Thousand One Hundred Sixty-Two Dollars and 50/100 (\$41,158,162.50).
 - 1) 10% of Contract Price upon 50% completion of the Duct, Steel and Pipe Fabrication
 - 2) 10 % of Contract Price upon 100% completion of all Duct, Steel and Pipe Fabrication
 - 3) 10% of Contract Price upon 100% completion of Steel Installation and 50% completion of Equipment Installation
 - 4) 10% of Contract Price upon 50% completion of Electrical Work
 - 5) 10% of Contract Price upon 50% completion of Pipe Installation and upon final completion (100%) of Equipment Installation
 - 6) 10% of Contract Price upon 100% completion of Mechanical Systems Finalization
 - 7) 5% of Contract Price upon 100% completion of Electrical Systems Finalization
 - 8) 5% of Contract Price upon 100 % upon Substantial Completion of Project
- City shall retain five percent (5%) of the total Contract Price as retainage and as a Final Payment until Project completion. Such amount shall be Two Million Nine Hundred Thirty-Nine Thousand Eight Hundred Sixty-Eight Dollars and 75/100 (\$2,939,868.75)
- Payment Instructions:
 - Bank – Regions Bank
 - Routing Number – 062000019
 - Account Number – 0793745664

EXHIBIT E

REVISED

**INSURANCE AND SAFETY REQUIREMENTS
MREP Aboveground General Contractor
Rayco Industrial**

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 Requirements (cont'd)

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."

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**

**\$5,000,000
Single limit each occurrence**

Insurance Requirements (cont'd)

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: \$20,000,000

ADDITIONAL INSURANCE

Additional Insurance: The City requires the following types of insurance.

Contractors Pollution Liability: which is a contractor base policy, which should be provided on an occurrence basis, Contractor Pollution Liability provides third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed by or on behalf of the contractor.

The liability limits shall not be less than: \$3,000,000

OR

Environmental Impairment Liability: The Other Party shall be responsible for purchasing and maintaining environmental impairment liability insurance. This insurance should cover the following types of environmental impairment: Sudden and Accidental, and Gradual.

The liability limits shall not be less than: \$3,000,000

Insurance Requirements (cont'd)

Crane or Riggers Liability: This insurance covers legal liability protection for the individual or business entity when acting as a rigger for the property of others in their care, custody and control.

The liability limits shall not be less than: \$500,000

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.

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 #2: Sanitation

Sanitation must meet 29CFR§1910.141 for availability, housekeeping, and waste disposal. In areas where restroom facilities are not available, restrooms are in secured areas, and where there are more than ten contract and subcontract employees working on a project site the contractor is responsible for providing restroom facilities (one portable toilet for every 15 employees). Contractors must provide a separate lockable portable toilet for every 15 female employees on the work site. Contractors must provide hand washing facilities with the portable toilets, it is suggested to have one for every three portable toilets. It is the contractor's responsibility to have any portable toilets cleaned at least weekly and removed within 3 days of contract completion.

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 #7: Respiratory Protection

Respiratory Protection must meet OSHA 29CFR§1910.134 requirements and all employees must pass pulmonary function testing (PFT) and fit testing. Respiratory protection must be worn and maintained per OSHA standards. Contractors are responsible for ensuring their employees have meet all testing and training criteria. Contractors are solely responsible for providing their employees and subcontractors with the proper respiratory protection in accordance with OSHA standards or a hazardous chemicals SDS sheet. NOTE: All contractors and subcontractors performing duties with concrete that include cutting, grinding, or other duties that would cause silica dust to become airborne must wear at a minimum a N95 dust mask.

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 #9: Excavation and Trenching

Contractors must follow OSHA 29CFR §1926.650 and all other applicable standards for excavation and trenching. Note: As a rule, the City of Lakeland has adopted the policy of classifying all soils as Class C. Therefore, all trench or excavation work shall comply with those standards required for Class C soils. Contractors are responsible for obtaining buried utility mapping from 811 before you dig; contractors are liable for all damages resulting from digging operations. The City of Lakeland's Safety Team reserves the right to inspect, request changes, and close worksites for safety concerns.

Supplemental #10: Lock-Out-Tag-Out (LOTO)

Contractors must follow OSHA 29CFR§1910.147 for The Control of Hazardous Energy covering the LOTO of all equipment and systems posing an energy hazard. Energy can be both electrical and mechanical. All sources of hazardous energy must be locked and tagged to reduce the potential for injury or death of workers. It is the contractor's responsibility to have a proven LOTO program and the equipment to perform LOTO on equipment or systems prior to work being performed.

Supplemental #11: Energized Power Systems

Strict adherence to the table of distances to energized systems is mandatory. Unless otherwise specified by Lakeland Electric Systems Control, the contractor may not be any closer than 20-feet to energized systems. The contractor must notify System control at (863) 834-6560 for line clearance.

ALL UNQUALIFIED PERSONNEL SHALL NOT GET CLOSER THAN 20 FEET (ENCROACHMENT) ENERGIZED EQUIPMENT OR AREAS

- A. The contractor shall make coordination with Lakeland Electric Delivery Operations Workforce Management Coordinator by calling (863) 834-6751 no less than 24 hours prior to work commencing. Such coordination is necessary to cover any electrical lines or to hold or stabilize any poles that may be within the vicinity of the work zone. In addition, the attached waiver must be completed by the contractor and returned to the COL Safety Division prior to commencement of work.
- B. The contractor is also responsible for all locates for underground utilities and for systems. This may be accomplished by contacting Sunshine State One-Call at 1-800-432-4770.

Supplemental #12: Power Distribution (T&D) Bucket Truck Safety

All aerial lift operations will be performed per OSHA 29CFR§1910.67 for general industry and 29CFR§1926.453 for construction. Contractors are responsible for providing employees with the proper licensing, certifications, and training for the equipment to be used. The following safety criteria must be followed:

1. Any employee working from a bucket truck must use the proper fall protection device.
2. Any employee on a pole or otherwise elevated position shall utilize the appropriate gaffs, harness, or otherwise appropriate fall protection.
3. Never override hydraulic, mechanical, or electrical safety equipment.
4. Workers must never position themselves in an area that poses crush, pinch, or laceration potentials.
5. Always treat powerlines as energized.
6. Never exceed the equipment's load limits; including the combined weight of the worker, tools, and materials.

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 #18: PSM: PSM- Approved Contractors List

A. Contractor Qualification Requirements

All contractors performing work on the covered process or and performing work which has the potential to cause an accidental release of the product shall meet the qualification and training requirements given below.

1. Qualification Criteria

- a. To be considered for inclusion on the **PSM** – Approved Contractor's List, contractors must submit the following along with their bid for work to be performed on or near **Anhydrous Ammonia** or **Chlorine** processes.
- b. Documentation of their Experience Modification Rate (**EMR**), which must be less than or equal to 1.00.
- c. A letter stating their drug and alcohol policy. Only contractors who certify a Drug-Free Workplace will be accepted.
- d. Their written Safety Compliance Program.
- e. The Plant Manager or the **PSM** Coordinator in conjunction with the Safety Coordinator shall evaluate the information, which is submitted with the bids and determine which contractors shall be approved for work on or near the covered process.

2. Contractor Employee Training Requirements

- a. The Plant Safety Officer shall provide a Contractor's Process Safety Information package to contractors who are approved for inclusion on the **PSM** – Approved Contractor's List.
- b. The Contractor's Process Safety Information package shall include the following information:
 1. General Safety/Security requirements for the site.

2. An outline of the City of Lakeland work practices and procedures manual including Confined Space Entry, Line Breaking, Lockout/Tagout and Hot Work Procedures.
 3. An outline of the appropriate Emergency Response Plan.
(A written description of the **Chlorine** process.)
 4. An outline of the City of Lakeland Management of Change (**MOC**) procedure.
- c. Contractors are responsible for training all employees direct and indirect before they commence work onsite at Glendale or Williams Water Treatment Plants.
1. The Contractors shall train their employees on the covered materials and on the hazards of the chemicals involved. They shall administer an appropriate test to confirm the employee's understanding of the material.
 2. The Contractors shall document the training, including the names of employees trained, dates of training and the employee's test grade.
 3. Each contractor employee shall complete refresher training at least every three (3) years.

3. Process Access Control

The contractor shall submit the employee training information to the City contact overseeing the work to be done for review along with the City Safety Coordinator before or upon arrival for work at the site. The City contact along with the City Safety Coordinator shall review the information and ensure that only trained employees can work on or near the **PSM** process.

B. Audit of Contractor PSM Performance

1. The City' project representative who requisitioned the contractor's services or a representative from the Safety Team shall periodically visit the work site to monitor the safety performance.
2. The monitoring of contractor performance shall include, but are not limited to:
 - a. Conducting job site evaluations at the request of others, in response to violations of safety rules and independently on a random basis.
 - b. Reviewing the certified Contractor Injury and Illness Log at least annually.
3. For those contractors with unacceptable performance, the Plant Manager and/or the Plant Safety Coordinator shall notify the City of Lakeland Purchasing Division and Purchasing shall take the appropriate action.

C. Annual Performance Evaluations

1. The Plant Manager or their designee, **PSM** Coordinator, and the Safety Coordinator shall review contractor's safety performance annually for any **PSM** – Approved Contractors who have been used during the previous year. The audit shall include the following:
 - a. Contractor's current Experience Modification Rate (EMR).
 - b. Completeness of contractor qualification information.
 - c. The contractor's safety performance as reported by Purchasing, the Plant Manager or the Safety Team.
2. Contractors shall be considered for disqualification if:
 - a. Their EMR has risen to greater than 1.00.
 - b. The project representative who is requisitioning, Purchasing, the Plant Superintendent or Plant Safety Coordinator has given them an unfavorable evaluation.
 - c. Their employee training records are no longer current.
3. The Plant Management and/or the Safety Team shall document the annual review of contractor's safety performance.

D. Contractor Illness and Injury Log

For all work performed on or near the **PSM** Process areas the following rules shall apply:

1. **PSM** – Approved Contractors shall inform the work site City contact, the Plant Safety Coordinator, and Plant Manager of any illness or injuries resulting from work performed on or near the **PSM** Process areas.
2. Contractors who do not comply with this requirement shall be subject to the corrective actions as discussed in Section (**B3**).
3. The City project representative, the Plant Safety Coordinator and Plant Management shall ensure all illnesses and injuries reported by the **PSM** contractors are recorded on the Contractor Illness and Injury Log.



City of Lakeland, Risk Management and Purchasing
PSM- Contractor Annual Audit Form

Contractor: _____ Date: _____

Project: _____

Location:

Audit Item	Audit Result	Comments
EMR (<1.0)		
Drug and Alcohol Policy		
Written Safety Plan		
Safety Compliance Program		
Safety Records		
Employee Training Records		
Acceptable Safety Performance Onsite		

Contractor, _____, is is not approved for continued inclusion on the PSM-Approved Contractors List.

Audit performed by: _____, Title: _____

Auditors signature: _____ Date:

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.

EXHIBIT F
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 _____, 2023.

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 _____

EXHIBIT G

PROJECT SCHEDULE

Activity ID	Activity Name	Original Duration	Start	Finish	Classic Schedule Layout																							
					Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
A14166.002-XX-8 Copy (5.19.23 w/Rays items) McIntosh Reciproct		427	Jun-05-23	Oct-14-24	▶ Oct-14-24, A14166																							
A14166.002-XX-8.1 Milestones		427	Jun-05-23	Oct-14-24	▶ Oct-14-24, A14166																							
B2240	Anticipated Award Date/Contractor Mobilization	0	Jun-05-23		◆ Anticipated Award Date/Contractor Mobilization, Jun-05-23																							
B2320	MAN Rep on Site	0	Jun-06-23		◆ MAN Rep on Site, Jun-06-23																							
B2330	MAN Set/Install Engines	0	Oct-02-23*		◆ MAN Set/Install Engines, Oct-02-23*																							
B2250	Construction Complete (Mechanically Complete)	0		Jun-14-24*	◆ Construction Complete (Mechanically Complete), Jun-14-24*																							
B2260	Pre-Commissioning Testing Complete	0		Jul-15-24*	◆ Pre-Commissioning Testing Complete, Jul-15-24*																							
B2270	Commissioning Complete	0		Aug-09-24*	◆ Commissioning Complete, Aug-09-24*																							
B2280	Tuning Complete	0		Aug-23-24*	◆ Tuning Complete, Aug-23-24*																							
B2290	Acceptance Testing Performance Guarantee and Emissions)	0		Sep-02-24*	◆ Acceptance Testing Performance Guarantee and Emissions, Sep-02-24*																							
B2300	Complete All Punch List Work	0		Oct-07-24*	◆ Complete All Punch List Work, Oct-07-24*																							
B2310	Complete Demobilization	0		Oct-14-24*	◆ Complete Demobilization, Oct-14-24*																							
A14166.002-XX-8.6 Owners Delivery		332	Jun-07-23	Jun-28-24	▶ Jun-28-24, A14166.002-XX-8.6 Owners Delivery																							
B2640	M-8545 Scheduled Delivery - Dryers	0	Jun-07-23*		◆ M-8545 Scheduled Delivery - Dryers, Jun-07-23*																							
B2800	M-8535 Scheduled Delivery - Emergency Diesel Generator	0	Jun-09-23*		◆ M-8535 Scheduled Delivery - Emergency Diesel Generator, Jun-09-23*																							
B2650	M-8542 Scheduled Delivery - Sanitary Lift	0	Jun-21-23*		◆ M-8542 Scheduled Delivery - Sanitary Lift, Jun-21-23*																							
B2660	M-8530 Scheduled Delivery - Generator Step-Up Transformer	0	Jul-07-23*		◆ M-8530 Scheduled Delivery - Generator Step-Up Transformer, Jul-07-23*																							
B2670	Scheduled Delivery - GVU/Gas Equipment, Electrical Auxiliaries	0	Jul-31-23*		◆ Scheduled Delivery - GVU/Gas Equipment, Electrical Auxiliaries, Jul-31-23*																							
B2790	M-8536 Scheduled Delivery - Bridge Crane Deliveries	0	Aug-01-23*		◆ M-8536 Scheduled Delivery - Bridge Crane Deliveries, Aug-01-23*																							
B2680	M-8528 Scheduled Delivery - Low Voltage Switchgear	0	Aug-10-23*		◆ M-8528 Scheduled Delivery - Low Voltage Switchgear, Aug-10-23*																							
B2690	M-8533 Scheduled Delivery - Relay Panels	0	Sep-13-23*		◆ M-8533 Scheduled Delivery - Relay Panels, Sep-13-23*																							
B2700	Scheduled Delivery - 6 Engines	0	Sep-30-23*		◆ Scheduled Delivery - 6 Engines, Sep-30-23*																							
B2710	Scheduled Delivery for - 6 Alternators	0	Sep-30-23*		◆ Scheduled Delivery for - 6 Alternators, Sep-30-23*																							
B2720	M-8532B Scheduled Delivery - Station Service Transformers (Padmount)	0	Oct-05-23*		◆ M-8532B Scheduled Delivery - Station Service Transformers (Padmount), Oct-05-23*																							
B2730	M-8512 Scheduled Delivery - Dead End Structure & Mast	0	Oct-28-23*		◆ M-8512 Scheduled Delivery - Dead End Structure & Mast, Oct-28-23*																							
B2740	M-8544 Scheduled Delivery - Security Access Equipment & Cameras	0	Nov-01-23*		◆ M-8544 Scheduled Delivery - Security Access Equipment & Cameras, Nov-01-23*																							
B2750	M-8529 Scheduled Delivery - DC and UPS System	0	Nov-13-23*		◆ M-8529 Scheduled Delivery - DC and UPS System, Nov-13-23*																							
B2760	M-8531 Scheduled Delivery - Non-Segregated Phase Bus Duct	0	Jan-29-24*		◆ M-8531 Scheduled Delivery - Non-Segregated Phase Bus Duct, Jan-29-24*																							
B2770	M-8534 Scheduled Delivery - Fire Protection (By Others/Must Coordin	0	Apr-01-24*		◆ M-8534 Scheduled Delivery - Fire Protection (By Others/Must Coordinate Work), Apr-01-24*																							
B2780	M-8546 Scheduled Delivery - Motor Control Centers	0	Jun-28-24*		◆ M-8546 Scheduled Delivery - Motor Control Centers, Jun-28-24*																							
A14166.002-XX-8.2 Submittals		76	Jun-05-23	Aug-31-23	▶ Aug-31-23, A14166.002-XX-8.2 Submittals																							
B2340	Ductwork Submittals - Review and Approve	11	Jun-05-23	Jun-16-23	■ Ductwork Submittals - Review and Approve																							
B2360	S&L Structural Steel Submittals - Review and Approve	35	Jun-05-23	Jul-14-23	■ S&L Structural Steel Submittals - Review and Approve																							
B2370	Piping Submittals - Review and Approve	17	Jun-05-23	Jun-23-23	■ Piping Submittals - Review and Approve																							
B2390	Electrical Submittals - Review and Approve	11	Jun-05-23	Jun-16-23	■ Electrical Submittals - Review and Approve																							
B2400	Detailed Design of Cable Tray Supports - Review and Approve	11	Jun-05-23	Jun-16-23	■ Detailed Design of Cable Tray Supports - Review and Approve																							
B2410	Cable Tray Support Drawing Submittals - Review and Approve	11	Jun-05-23	Jun-16-23	■ Cable Tray Support Drawing Submittals - Review and Approve																							
B1050	Piping - Spool / Shop Drawing Creation	61	Jun-05-23	Aug-14-23	■ Piping - Spool / Shop Drawing Creation																							
B1270	CM/Concrete/Rebar Material & Drawing Submittals - Review and App	15	Jun-05-23	Jun-21-23	■ CM/Concrete/Rebar Material & Drawing Submittals - Review and Approve																							
B2050	Instrument&Tubing, Valve & Specialty Item Submittals - Review and A	11	Jun-05-23	Jun-16-23	■ Instrument&Tubing, Valve & Specialty Item Submittals - Review and Approve																							
A1000	Electrical Building Finishes Submittals - Review and Approve	11	Jun-05-23	Jun-16-23	■ Electrical Building Finishes Submittals - Review and Approve																							
B2350	Trenva Submittals - Review and Approve	13	Jun-26-23	Jul-10-23	■ Trenva Submittals - Review and Approve																							
B1060	Piping Spool / Shop Drawing Submittals - Review and Approve	52	Jul-03-23	Aug-31-23	■ Piping Spool / Shop Drawing Submittals - Review and Approve																							
A14166.002-XX-8.3 Procurement/Fabrication		263	Jun-05-23	Apr-05-24	▶ Apr-05-24, A14166.002-XX-8.3 Procurement/Fabrication																							
A14166.002-XX-8.3.1 S&L Structural Steel		113	Jun-05-23	Oct-13-23	▶ Oct-13-23, A14166.002-XX-8.3.1 S&L Structural Steel																							
B1210	S&L - Steel Material Procurement	23	Jun-05-23	Jun-30-23	■ S&L - Steel Material Procurement																							

Copy (5.19.23 w/Rays Items) McIntosh Reciprocating Engine Project				Classic Schedule Layout																				
Activity ID	Activity Name	Original Duration	Start	Finish	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
B1220	S&L - Steel Fabrication	59	Jul-17-23	Sep-22-23					S&L - Steel Fabrication															
B1230	S&L - Steel Galvanizing	47	Aug-14-23	Oct-06-23					S&L - Steel Galvanizing															
B2480	S&L - Steel Delivery to Site	41	Aug-28-23	Oct-13-23					S&L - Steel Delivery to Site															
A14166.002-XX-8.3.2	Civil/Concrete	116	Jun-22-23	Nov-03-23																				
B1280	CMI/Concrete - Material Procurement	21	Jun-22-23	Jul-15-23					CMI/Concrete - Material Procurement															
B2430	Trenva - Procurement	95	Jul-17-23	Nov-03-23					Trenva - Procurement															
A14166.002-XX-8.3.3	Cable Tray Support	85	Jun-17-23	Sep-23-23																				
B2600	Cable Tray Support Material Procurement	12	Jun-17-23	Jun-30-23					Cable Tray Support Material Procurement															
B2610	Fabrication of all Cable Tray Supports	39	Jul-01-23	Aug-15-23					Fabrication of all Cable Tray Supports															
B2620	Cable Tray Support Galvanizing	45	Aug-01-23	Sep-21-23					Cable Tray Support Galvanizing															
B2630	Cable Tray Supports Delivery to Site	28	Aug-23-23	Sep-23-23					Cable Tray Supports Delivery to Site															
A14166.002-XX-8.3.4	Piping & Pipe Supports	162	Jun-05-23	Dec-09-23																				
B1040	Piping - Raw Material Procurement	23	Jun-05-23	Jun-30-23					Piping - Raw Material Procurement															
B1160	Pipe Painting	132	Jul-10-23	Dec-09-23					Pipe Painting															
B1070	Fuel Gas Piping Fabrication	12	Jul-31-23	Aug-12-23					Fuel Gas Piping Fabrication															
B1080	Cooling Water Piping Fabrication	48	Aug-14-23	Oct-07-23					Cooling Water Piping Fabrication															
B1090	Lube Oil Piping Fabrication	12	Oct-09-23	Oct-21-23					Lube Oil Piping Fabrication															
B1110	Instrument Air Piping Fabrication	12	Oct-23-23	Nov-04-23					Instrument Air Piping Fabrication															
B1100	Heat Recovery Piping Fabrication	12	Nov-06-23	Nov-18-23					Heat Recovery Piping Fabrication															
B1120	Starting Air Piping Fabrication	6	Nov-13-23	Nov-18-23					Starting Air Piping Fabrication															
B1140	Potable / Service / Demin Water Piping Fabrication	12	Nov-20-23	Dec-02-23					Potable / Service / Demin Water Piping Fabrication															
A14166.002-XX-8.3.5	Duct	102	Jun-19-23	Oct-14-23																				
B2420	Ductwork - Material Procurement	11	Jun-19-23	Jun-30-23					Ductwork - Material Procurement															
B2510	Air Intake Duct Fabrication	24	Jun-19-23	Jul-15-23					Air Intake Duct Fabrication															
B2530	Painting of Air Intake Duct Spools	78	Jul-17-23	Oct-14-23					Painting of Air Intake Duct Spools															
B2550	Exhaust Duct Fabrication (Engine to Silencer)	30	Jul-17-23	Aug-19-23					Exhaust Duct Fabrication (Engine to Silencer)															
B2560	Exhaust Duct Fabrication (Silencer to SCR)	36	Jul-31-23	Sep-09-23					Exhaust Duct Fabrication (Silencer to SCR)															
B2570	Exhaust Duct Fabrication (SCR to Stack)	24	Sep-11-23	Oct-07-23					Exhaust Duct Fabrication (SCR to Stack)															
A14166.002-XX-8.3.6	Electrical	252	Jun-17-23	Apr-05-24																				
A1470	Cable Tray Procurement	72	Jun-17-23	Sep-08-23					Cable Tray Procurement															
A1480	Misc. Distribution Panels and Transformer Procurement	252	Jun-17-23	Apr-05-24					Misc. Distribution Panels and Transformer Procurement															
A1490	Cable Procurement	198	Jun-17-23	Feb-02-24					Cable Procurement															
A1500	Lighting and Receptacle System Procurement	84	Jun-17-23	Sep-22-23					Lighting and Receptacle System Procurement															
A1510	Conduit Procurement	26	Jun-17-23	Jul-17-23					Conduit Procurement															
A1520	Grounding Procurement	26	Jun-17-23	Jul-17-23					Grounding Procurement															
A1530	Duct Bank/Underground Conduit Procurement	26	Jun-17-23	Jul-17-23					Duct Bank/Underground Conduit Procurement															
A14166.002-XX-8.3.8	Instrumentation/Tubing	96	Jul-10-23	Oct-28-23																				
A1390	Instruments Procurement	72	Jul-10-23	Sep-30-23					Instruments Procurement															
A1400	Tubing/Valves Procurement	96	Jul-10-23	Oct-28-23					Tubing/Valves Procurement															
A14166.002-XX-8.3.7	Electrical Building Finishes	196	Jun-17-23	Jan-31-24																				
B1470	Exterior Doors & Windows Procurement	74	Jun-17-23	Sep-11-23					Exterior Doors & Windows Procurement															
B1480	Interior Walls & Doors Procurement	74	Jun-17-23	Sep-11-23					Interior Walls & Doors Procurement															
B1490	Floor System Procurement	196	Jun-17-23	Jan-31-24					Floor System Procurement															
B1500	Ceiling Material Procurement	196	Jun-17-23	Jan-31-24					Ceiling Material Procurement															
B1510	Plumbing Fixtures Procurement	196	Jun-17-23	Jan-31-24					Plumbing Fixtures Procurement															
A14166.002-XX-8.4	Construction	393	Jun-05-23	Sep-04-24																				
A14166.002-XX-8.4.6	Civil/Concrete	275	Jul-17-23	May-31-24																				

■ Actual Level of Effort ■ Remaining Work ■ Critical Remaining Work
■ Actual Work ■ Milestone ▼ summary

Activity ID	Activity Name	Original Duration	Start	Finish	Classic Schedule Layout																
					Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
B1340	Concrete - Pipe Support Foundations	29	Jul-17-23	Aug-18-23																	
B1300	Concrete - Heat Rec Skid Foundation	6	Jul-28-23	Aug-03-23																	
B1310	Concrete - Radiator Panel Foundations	6	Aug-04-23	Aug-10-23																	
B1320	Concrete - Condensate Drain Tank Foundation	6	Aug-11-23	Aug-17-23																	
B1360	Concrete - Light Pole Foundations	8	Aug-18-23	Aug-26-23																	
B1370	Concrete - Cooling Water Pump Skid Foundation	3	Aug-28-23	Aug-30-23																	
B1330	Concrete - Air Equipment Foundation	3	Aug-31-23	Sep-02-23																	
B1350	Concrete - Dead End Structure Foundations	8	Oct-02-23	Oct-10-23																	
B1290	Concrete - Engine Hall Grade Slab	12	Oct-16-23	Oct-28-23																	
B1390	CMI - Removal of Temp Storm Sewer Piping	26	Nov-01-23	Nov-30-23																	
B1400	CMI - Extension of Storm Sewer Piping	26	Nov-01-23	Nov-30-23																	
B2810	Pond and Trench Excavation/Trenching	41	Nov-13-23	Dec-29-23																	
B2830	Trench Install	23	Nov-27-23	Dec-22-23																	
B1410	CMI - Installation of Roadway	35	Apr-01-24	May-10-24																	
B1420	CMI - Installation of Guardrails & Posts	35	Apr-01-24	May-10-24																	
C3940	M-8542 Sanitary Lift Station Install	27	May-01-24	May-31-24																	
A14166.002-XX-8.4.3 Structural					180	Jun-05-23	Dec-30-23														
A1020	Stage Connexs	103	Jun-05-23	Oct-02-23																	
A1030	Unload MAN Steel out of Connexs (24 Connexs)	16	Jun-06-23	Jun-23-23																	
A1040	Galley Steel - Shoot Anchor Bolts	3	Jun-06-23	Jun-08-23																	
A1050	MAN Steel Erection	73	Jun-09-23	Sep-01-23																	
A1270	MAN provided Radiator Steel - Shoot Anchor Bolts	2	Jul-07-23	Jul-08-23																	
A1280	Shake Out MAN provided Radiator Steel	6	Jul-10-23	Jul-15-23																	
A1290	MAN provided Radiator Steel - Installation	18	Jul-17-23	Aug-05-23																	
A1630	Install Cable Tray Supports	112	Aug-23-23	Dec-30-23																	
B2860	S&L Structural Steel Install	65	Aug-28-23	Nov-10-23																	
C2800	Engine Hall Platforms	60	Oct-23-23	Dec-30-23																	
A14166.002-XX-8.4.4 Equipment					197	Jun-09-23	Jan-24-24														
A1060	Media Module (6 ea)	9	Jun-09-23	Jun-19-23																	
A1070	Engine Integration Module (6 ea)	7	Jun-09-23	Jun-16-23																	
A1240	SCR's Install	12	Jun-12-23	Jun-24-23																	
A1250	Bottom Half of Stacks Installation (6 ea)	12	Jun-12-23	Jun-24-23																	
A1080	Hot Water Circuit Pump Module (6 ea)	6	Jun-20-23	Jun-26-23																	
A1260	Top Half of Stacks Installation (6 ea)	11	Jun-26-23	Jul-07-23																	
A1090	Lube Oil Fine Filter Module (6 ea)	6	Jun-27-23	Jul-03-23																	
A1100	Heat Recovery Heat Exchanger (Gas)	1	Jul-05-23	Jul-05-23																	
A1110	Heat Recovery Circulation Pump Module (1 ea)	1	Jul-06-23	Jul-06-23																	
A1120	Heat Recovery Main Circulation Pump (1 ea)	1	Jul-07-23	Jul-07-23																	
A1130	Plate Type Heat Exchanger for Lube Oil (6 ea)	2	Jul-08-23	Jul-10-23																	
A1190	Intake Silencers Expansion Joints	12	Jul-10-23	Jul-22-23																	
A1140	Plate Type Cooler HT Heat Utilisation (6 ea)	3	Jul-11-23	Jul-13-23																	
A1150	Intake Silencers (6 Total)	3	Jul-14-23	Jul-17-23																	
A1170	Oil Mist Eliminator Module (6 ea)	7	Jul-25-23	Aug-01-23																	
A1310	Install Natural Gas Pressure Reducing Station	1	Jul-31-23	Jul-31-23																	
B2890	M-8536 Bridge Crane Installation	53	Aug-01-23	Sep-30-23																	
A1180	Expansion Tank for HT & LT Cooling Water (6 ea)	4	Aug-02-23	Aug-05-23																	
A1200	Vent System for Exhaust Gas Duct Module (6 ea)	4	Aug-07-23	Aug-10-23																	

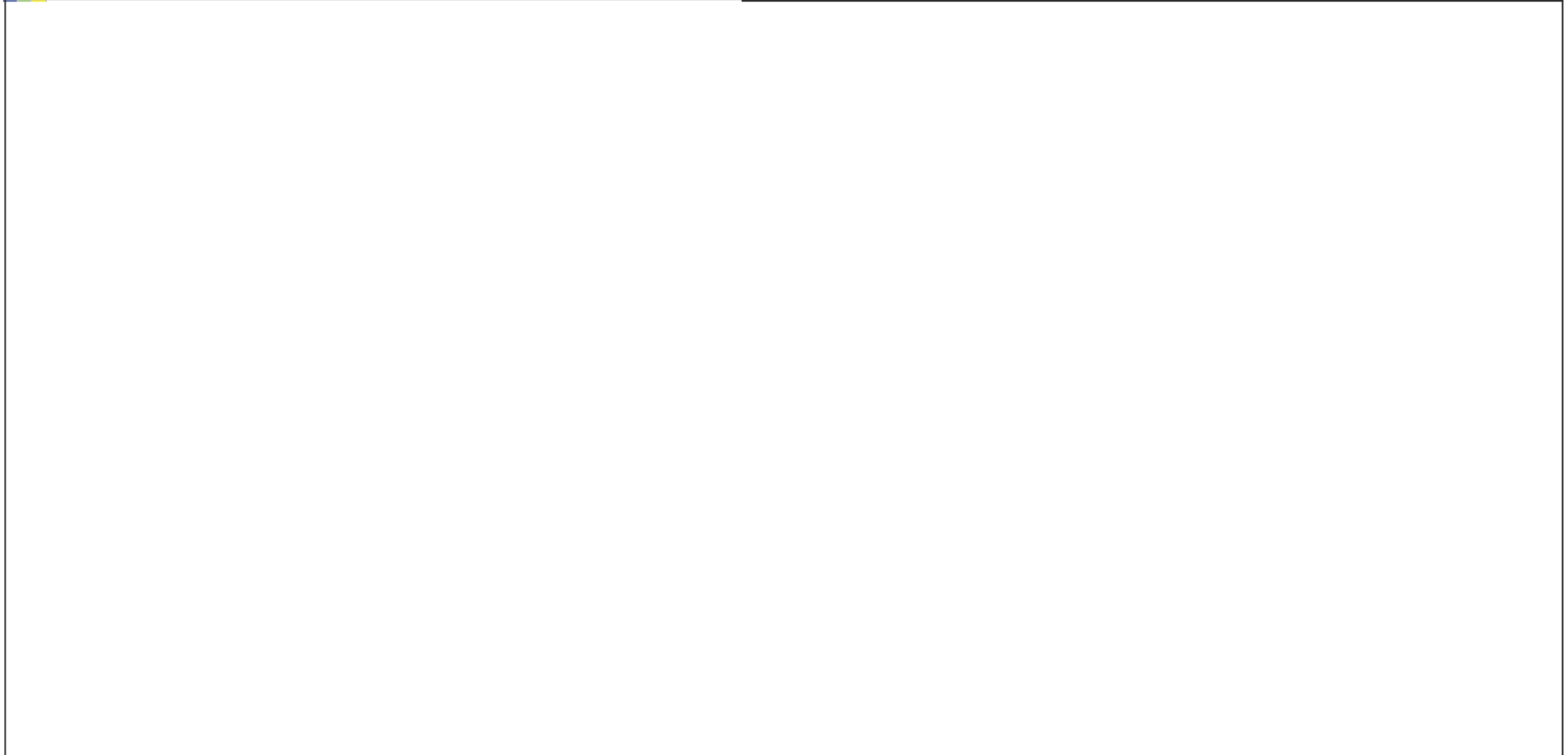
■ Actual Level of Effort ■ Remaining Work ◆ Milestone
■ Actual Work ■ Critical Remaining Work ◆ summary

Activity ID	Activity Name	Original Duration	Start	Finish	Classic Schedule Layout																	
					Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024		
					Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
A1300	Install MAN provided Radiators (36 ea)	8	Aug-07-23	Aug-15-23			█															
A1210	Exhaust Duct System Inside the Bldg (6 ea)	18	Aug-11-23	Aug-31-23			█															
A1360	Install Gas Control Module (6 ea)	65	Aug-21-23	Nov-03-23			█															
A1370	Install Exhaust Duct Silencer	65	Aug-21-23	Nov-03-23			█															
A1380	Install Charge Air Fan & Duct	65	Aug-21-23	Nov-03-23			█															
A1220	Exhaust Duct 45 from Engine to Exhaust Duct (6 ea)	14	Oct-16-23	Oct-31-23					█													
A1320	Install Starting Air Compressor Modules & Receivers - 5 Receivers	2	Jan-08-24	Jan-09-24																		
A1340	Install Starting Air System Dist. Header on Media Hub Module	13	Jan-10-24	Jan-24-24																		
A1350	Install Instrument Air System Dist. Header on Media Hub Module	13	Jan-10-24	Jan-24-24																		
A1330	M-8545 Install Instrument Air Dryers (2 ea)	2	Jan-22-24	Jan-23-24																		
A14166.002-XX-8.4.1	Electrical	382	Jun-17-23	Sep-04-24	▼																	
B2970	M-8535 Electrical - Emergency Diesel Generator Install	1	Jun-17-23	Jun-17-23																		
B2980	M-8532A Electrical - Back-Up Transformer Install	1	Jun-17-23	Jun-17-23																		
B2940	M-8527 Electrical - 15KV Switch Gear Install	12	Jul-31-23	Aug-12-23																		
B2960	M-8528 Electrical - 480V Switch Gear Install	6	Aug-11-23	Aug-17-23																		
C2470	Electrical - Radiator Panel Rework	36	Aug-16-23	Sep-26-23																		
B3050	Electrical - Grounding Install	60	Sep-01-23	Nov-09-23																		
B2900	Electrical - Electrical Building Cable Tray Install	48	Sep-08-23	Nov-02-23																		
B3000	Electrical - Small Equipment Install	221	Sep-11-23	May-24-24																		
C1890	M-8533 Electrical - Relaying Panel Programming	1	Sep-14-23	Sep-14-23																		
B3010	Electrical - Lighting and Recept. System Install	120	Sep-29-23	Feb-15-24																		
A1620	M-8532B Electrical - Station Service Transformers Install	2	Oct-05-23	Oct-06-23																		
A1540	Electrical - Conduit Install	256	Oct-09-23	Aug-01-24																		
A1560	Electrical - Install Duct Bank	12	Oct-11-23	Oct-24-23																		
C1810	M-8512 Electrical - High Voltage System - 69KV	12	Oct-30-23	Nov-11-23																		
B2920	Electrical - Radiator Cable Tray Install	24	Nov-03-23	Nov-30-23																		
B3020	Electrical - Control Room Equipment Install	30	Nov-13-23	Dec-16-23																		
C2090	M-8529 Electrical - 125VDC System	12	Nov-14-23	Nov-27-23																		
C2140	M-8529 Electrical - 125VAC UPS System	12	Nov-14-23	Nov-27-23																		
B3030	Electrical - Cable Pull/Install	175	Nov-17-23	Jun-07-24																		
B2910	Electrical - Engine Hall Cable Tray Install	48	Dec-01-23	Jan-25-24																		
A1580	Instrument Calibration	54	Dec-04-23	Feb-03-24																		
C2440	M-8544 Electrical - Install Security System Raceway	48	Jan-08-24	Mar-02-24																		
B2950	M-8531 Electrical - 480V Bus Duct Install	6	Jan-29-24	Feb-03-24																		
B2930	M-8531 Electrical - 15KV Bus Duct Install	6	Feb-05-24	Feb-10-24																		
A1590	Instrument Install	42	Feb-05-24	Mar-23-24																		
A1570	Electrical - Buried Conduit Exterior Site Lighting	48	Mar-01-24	Apr-25-24																		
B3040	Electrical - Terminations	144	Mar-08-24	Aug-22-24																		
A1600	Tubing Install	42	Mar-25-24	May-11-24																		
B3060	Electrical - Lightning Protection Install	24	Mar-30-24	Apr-26-24																		
A1550	Electrical - Misc. Distribution Panels and Transformer Install	12	Apr-06-24	Apr-19-24																		
A1610	Loop Checking	24	May-13-24	Jun-08-24																		
A1430	M-8546 Electrical - Set/Place MCC's (9 ea)	27	Jun-29-24	Jul-30-24																		
A1440	MCC's - Conduit Install	23	Jul-06-24	Aug-01-24																		
A1450	MCC's - Pull Cable	23	Jul-13-24	Aug-08-24																		
A1460	MCC's Terminations	23	Aug-09-24	Sep-04-24																		
A14166.002-XX-8.4.2	Piping	283	Jul-17-23	Jun-10-24	▼																	

Activity ID	Activity Name	Original Duration	Start	Finish	Classic Schedule Layout																		
					Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024									
					Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
B2070	Fuel Gas Piping Installation	235	Jul-17-23	Apr-15-24																			
B2130	Ammonia Piping Installation	131	Jul-17-23	Dec-15-23																			
B2080	Cooling Water Piping Installation	208	Sep-20-23	May-18-24																			
B2090	Lube Oil Piping Installation	165	Nov-01-23	May-10-24																			
B2110	Instrument Air Piping Installation	157	Nov-01-23	May-01-24																			
B2100	Heat Recovery Piping Installation	67	Nov-15-23	Jan-31-24																			
B2120	Starting Air Piping Installation	104	Dec-01-23	Mar-30-24																			
B2140	Potable / Service / Demin Water Piping Installation	143	Dec-01-23	May-15-24																			
B2150	Cooling Water Insulation	112	Feb-01-24	Jun-10-24																			
B2160	Lube Oil Insulation	112	Feb-01-24	Jun-10-24																			
B2170	Heat Recovery Insulation	112	Feb-01-24	Jun-10-24																			
B2220	Touch Up Painting	27	May-01-24	May-31-24																			
B2230	Pipe Labeling	27	May-01-24	May-31-24																			
A14166.002-XX-8.4.7	Duct	113	Jul-24-23	Dec-01-23																			
B1580	Installation of Air Intake Duct (18 ea)	18	Jul-24-23	Aug-12-23																			
B1590	Installation of Exhaust Duct (Engine to Silencer)	13	Aug-25-23	Sep-08-23																			
B1600	Installation of Exhaust Duct (Silencer to SCR)	18	Sep-11-23	Sep-30-23																			
B1610	Installation of Exhaust Duct (SCR to Stack)	14	Sep-25-23	Oct-10-23																			
B1620	Intake & Exhaust Duct Insulation	27	Nov-01-23	Dec-01-23																			
A14166.002-XX-8.4.8	Electrical Building Finishes	183	Nov-01-23	May-31-24																			
B3150	Exterior Doors & Windows Installation	52	Nov-01-23	Dec-30-23																			
B3160	Interior Walls & Doors Installation	52	Nov-01-23	Dec-30-23																			
B3170	Floor System Installation	26	Apr-01-24	Apr-30-24																			
B3190	Plumbing & Plumbing Fixtures Installation	26	Apr-01-24	Apr-30-24																			
B3180	Ceiling Installation	27	May-01-24	May-31-24																			
A14166.002-XX-8.4.12	Pre-Engineered Buildings	284	Jun-06-23	May-01-24																			
A14166.002-XX-8.4.12.2	Building Accessories	101	Jun-06-23	Sep-30-23																			
C2730	Roof top exhaust ventilators at Engine Hall	48	Jun-06-23	Jul-31-23																			
C2740	Roof curbs for ventilating equipment	48	Jun-06-23	Jul-31-23																			
C2750	All other building Ventilation systems- Engine Hall	27	Aug-31-23	Sep-30-23																			
A14166.002-XX-8.4.12.4	Engine Hall Wall Mounted Ventilation	281	Jun-09-23	May-01-24																			
C2850	Equipment (Air Handling Units, VFDs, ridge vent, roof curb, fan eave)	223	Jun-09-23	Feb-23-24																			
C2870	Equipment Interface connections, details, grout, modifications to exist	236	Aug-01-23	May-01-24																			
C2920	Fan dampers, fan weather hoods with bird screens	72	Aug-12-23	Nov-03-23																			
C2890	Fastening hardware including expansion anchors at interface with oth	65	Aug-21-23	Nov-03-23																			
C2860	Air Handling Units to Engine Hall Wall Interconnecting ductwork and f	28	Aug-31-23	Oct-02-23																			
C2940	Roof, floor and wall penetrations, all flashing and seal material	183	Sep-02-23	Apr-02-24																			
A14166.002-XX-8.5	Closeout	133	Apr-01-24	Sep-02-24																			
A14166.002-XX-8.5.1	Pre-Commissioning	91	Apr-01-24	Jul-15-24																			
B3210	Pigging of Fuel Gas Piping	11	Apr-01-24	Apr-12-24																			
B3090	Hydrostatic & Pneumatic Testing of Piping Systems	39	May-01-24	Jun-14-24																			
B3230	KKS Tagging of Equipment & Components	39	May-01-24	Jun-14-24																			
B3220	Lube Oil System Flushing	38	Jun-01-24	Jul-15-24																			
A1410	Cooling Water Flushing	38	Jun-01-24	Jul-15-24																			
B3240	Pre Start-Up Punchlist	26	Jun-14-24	Jul-13-24																			
A14166.002-XX-8.5.4	Commissioning	61	Jun-14-24	Aug-23-24																			
C2460	Commissioning craft support	61	Jun-14-24*	Aug-23-24																			

█ Actual Level of Effort █ Remaining Work █ Critical Remaining Work
█ Actual Work █ Milestone
█ summary

Activity ID	Activity Name	Original Duration	Start	Finish	Classic Schedule Layout																	
					Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
A14166.002-XX-8.5.3	Tuning	61	Jun-14-24	Aug-23-24																		
B3110	Tuning	61	Jun-14-24*	Aug-23-24																		
A14166.002-XX-8.5.2	Acceptance	8	Aug-24-24	Sep-02-24																		
B3120	Acceptance Testing (Performance Guarantee and Emissions)	8	Aug-24-24	Sep-02-24																		
A14166.002-XX-8.5.5	Punch List Work	50	Jun-14-24	Aug-10-24																		
B3130	Punch List Work	50	Jun-14-24*	Aug-10-24																		



■ Actual Level of Effort
 ■ Remaining Work
 ◆ ◆ Milestone
■ Actual Work
 ■ Critical Remaining Work
 ▼ summary