

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: March 2, 2020

RE: **Agreement for Supplemental Skilled Labor – Industrial Coatings – for McIntosh and Larsen Power Plants and Winston Generating Facility**

Attached hereto for your consideration is approval of an Agreement with three (3) vendors for Supplemental Skilled Labor – Industrial Coatings – for McIntosh and Larsen Power Plants and the Winston Generating Facility. Each year, Lakeland Electric requires additional skilled labor in various disciplines to supplement its existing workforce during times of increased workload such as planned outages.

Accordingly, on January 28, 2020, the City's Purchasing Department issued Invitation to Bid (ITB) No. 0042 seeking qualified industrial coatings contractors to supply highly skilled industrial coatings specialists (painters) on an as-needed basis to perform journeyman level coating work in the maintenance/repair of power plant equipment in Lakeland Electric's power generating facilities. A total of four (4) firms responded to the City's ITB.

Upon evaluation, staff determined that the three (3) firms listed below are capable of providing the most qualified, cost-effective, supplemental labor that meets Lakeland Electric's needs.

- BrandSafway Solutions, LLC - Tampa, FL
- Taylor Industrial Coatings, Inc. – Lake Wales, FL
- RSR Industrial Coatings, Inc. - Bartow, FL

The term of the Agreement with each of the above-specified firms will be effective upon approval by the City Commission and continue through September 30, 2023. The Agreement also contains two (2) additional one (1) year renewal options upon mutual written agreement of the parties. All services provided will be performed in accordance with the terms and conditions contained in the City's Bid Specifications and the firms' bid responses. The total estimated cost of the first year's supplemental labor – Industrial Coatings - is \$500,000 and is included in Lakeland Electric's FY20 budget. The total estimated cost for the three (3) year Agreement is \$2,000,000, subject to budget approval in years two (2) and three (3) of the contract term.

It is recommended that the City Commission approve the Agreements with the above-specified firms for Supplemental Skilled Labor – Industrial Coatings – for the McIntosh and Larsen Power Plants and the Winston Generating Facility and authorize

the appropriate City officials to execute all corresponding documents on behalf of the City.

attachment



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

NOTICE TO BIDDERS

INVITATION TO BID

SUPPLEMENTAL SKILLED LABOR – INDUSTRIAL COATINGS

At The

MCINTOSH and LARSEN POWER PLANTS

AND WINSTON GENERATING STATION

JANUARY 28, 2020

BID NO. 0042

Sealed bids will be received by the Purchasing Manager, City of Lakeland, Florida, 1140 East Parker Street, Lakeland, Florida 33801 **until 2:00 p.m. – Tuesday – February 11, 2020.** Bids received after this specified time and date will not be considered. The sealed bids will be publicly opened and read aloud on the same date and time in the office of the Purchasing Manager for the following:

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

THE CITY OF LAKELAND IS SEEKING BIDS FROM QUALIFIED INDUSTRIAL COATINGS CONTRACTORS TO SUPPLY SKILLED INDUSTRIAL COATINGS SPECIALISTS (PAINTERS) AND APPRENTICES (HELPERS) ON AN AS-NEEDED BASIS AND IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS SPECIFICATION. CONTRACT PAINTERS AND HELPERS SHALL BE UTILIZED TO ASSIST OWNER IN SUPPLEMENTING ITS EXISTING WORKFORCE DURING PLANNED OUTAGES AND OTHERWISE AS OWNER SEES FIT, AND WILL BE REQUIRED TO PERFORM JOURNEY LEVEL COATINGS WORK IN THE MAINTENANCE AND COATINGS REPAIR OF POWER PLANT EQUIPMENT. WORK INVOLVES THE PERFORMANCE OF PREPARATION AND COATINGS OF A VARIETY OF SUBSTRATES IN CORROSIVE, HIGH TEMPERATURE AND IMMERSION ENVIRONMENTS. APPLICATION OF COATINGS WILL BE PERFORMED WITH BRUSHES, ROLLERS, AIRLESS OR AIR-ASSISTED SPRAY, IN STRICT ACCORDANCE WITH COATINGS MANUFACTURERS' PRODUCT DATA SHEETS. COATINGS IN THE POWER PLANT ENVIRONMENT WILL INCLUDE CONFINED SPACE ENTRY, WORKING AROUND HIGH VOLTAGE EQUIPMENT; HIGH ENERGY (STEAM) PIPING AND EQUIPMENT, ANHYDROUS AMMONIA SYSTEMS, AS WELL AS THE PERFORMANCE OF HAZARDOUS DUTIES FROM HEIGHT, INCLUDING BY MAN-LIFTS, SPIDERS, SKY-CLIMBERS, SCISSOR-LIFTS AND SCAFFOLDING.

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

Note: This Annual Supply Requirement, if placed, shall be Firm and Valid, Beginning with the Issuance of a Purchase Order through September 30, 2023, with an Option for Two (2), One (1) Year Renewals upon Mutual Written Consent.

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

CLARIFICATION AND/OR EXCEPTIONS OF DOCUMENTATION

Bidders requiring clarification or having a dispute with these documents must advise the City Purchasing Division of the nature of the required clarification or basis of the dispute, in writing, no later than **February 4, 2020**. If no written contact has been made by this specified date, the Bidder waives the right to any future consideration and accepts the documents as published and/or revised by the City. **Additionally, submitting a signed bid shall be construed as a total compliance statement.** **Note:** Any use of brand names (manufacturer) in this invitation and specification is for Bidder convenience only and shall not limit this offering. Equal or better equipment and alternate bids may be given consideration.

FLORIDA PUBLIC RECORDS LAW

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL:

EXPARTE COMMUNICATION

Please note that to insure the proper and fair evaluation of a bid, the City of Lakeland prohibits exparte communication (i.e., unsolicited) initiated by the Bidder to the City Official or Employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bids. Exparte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid then in evaluation or any future bid.

INSURANCE AND SAFETY REQUIREMENTS

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

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

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

INDEMNIFICATION AGREEMENT

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

PUBLIC ENTITY CRIMES

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

DRUG-FREE WORKPLACE CERTIFICATION

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

SUSPENSION AND DEBARMENT CERTIFICATION

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

CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION

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

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

ADDENDA

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

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

TERMS AND CONDITIONS OF AGREEMENT

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

ORACLE iSUPPLIER AND SOURCING

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

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

BID SUBMITTAL

An original and three (3) copies (collated in sets) of the bid form supplied by the City of Lakeland and all required bid submittal data shall be enclosed within a sealed envelope with the words, **“Sealed Bid No. 0042 – Supplemental Labor – Industrial Coatings at McIntosh and Larsen Power Plant and Winston Generating Station”** and the Bidder's name and address clearly shown on the outside thereof. **Submittals received with less than the required total copies or not submitted on the City of Lakeland Bid Sheets may be disqualified as non-responsive.**

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

The City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all bids, and/or to accept that bid which is in the best interest of the City. The award of this bid, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Bidder's experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this bid to one (1) or more Bidders. There is no obligation to buy. The bid, if awarded, will be in the judgement of the City the most responsive to the City's needs. The City of Lakeland encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements. Unless superseded by Federal or State laws or requirements, the City is authorized by Resolution No. 3634 to give preference to local persons, firms or corporations, in an amount of two percent (2%) not to exceed \$10,000 of the bid price.

City of Lakeland, Florida

Mark D. Raiford, CPPB
Purchasing Manager

BID SHEET:
SUPPLEMENTAL SKILLED LABOR – INDUSTRIAL COATINGS

At The
MCINTOSH and LARSEN POWER PLANTS
AND WINSTON GENERATING STATION

JANUARY 28, 2020

BID NO. 0042

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

Company Name _____

Company Address _____

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

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

E-Mail Address _____

The following Bid is in strict accordance with the City of Lakeland Invitation to Bid No. 0042, dated January 28, 2020, and all attachments as referenced therein:

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

- A. Total Firm Bid Pricing for Supplemental Labor – Industrial Coatings at McIntosh and Larsen Power Plant and Winston Generating Station:**

See Break-Out Pricing on Following Bid Sheets

- B. Please State the Name, Address and Telephone Number of the Branch Office that Serves the Lakeland, Florida Area where Technical Expertise is Available.**

Name

Address

Telephone

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

Note: This is not a time and materials contract. The cost plus material rate will only be utilized for materials purchased outside of the written scope of work and Owner approved in writing prior to ordering.

BID SHEET CONTINUED:

SUPPLEMENTAL SKILLED LABOR – INDUSTRIAL COATINGS

At The

MCINTOSH and LARSEN POWER PLANTS

AND WINSTON GENERATING STATION

JANUARY 28, 2020

BID NO. 0042

D. Please List All Anticipated Subcontractors:

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

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

	<u>Company Name</u>	<u>Contact Person</u>	<u>Telephone Number</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

BID SHEET CONTINUED:

SUPPLEMENTAL SKILLED LABOR – INDUSTRIAL COATINGS

At The

MCINTOSH and LARSEN POWER PLANTS

AND WINSTON GENERATING STATION

JANUARY 28, 2020

BID NO. 0042

F. Schedule:

Work can be started in _____ calendar day(s) after Notification of Award.

Work can be completed in _____ calendar days after Commencement.

Terms of Payment Offered _____

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

“I hereby certify that I understand and am aware that the City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all bids, and/or to accept that bid which is in the best interest of the City. The award of this bid, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Bidder’s experience and/or qualifications, past experience, administration cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this bid to one (1) or more Bidders. There is no obligation to buy. The bid, if awarded, will be in the judgement of the City the most responsive to the City’s needs. The City of Lakeland encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements. Unless superseded by Federal or State laws or requirements, the City is authorized by Resolution No. 3634 to give preference to local persons, firms or corporations, in an amount of two percent (2%) not to exceed \$10,000 of the bid price. Any bidder sent three (3) or more invitations to bid and fails to respond may be removed from the City bid list.”

Company Name

Authorized Signature

Date Signed

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

Telephone No. of Contact

Break-Out Pricing for Specification PBM 20003
Annual Supplemental Labor – Industrial Coatings

1. Normal operation (non-outage) Straight Time cost per **Industrial Coatings Specialist**

\$ _____

2. Normal operation (non-outage) Straight Time cost per **Industrial Coatings Apprentice**

\$ _____

3. Normal operation (non-outage) Overtime cost per **Industrial Coatings Specialist**

\$ _____

4. Normal operation (non-outage) Overtime cost per **Industrial Coatings Apprentice**

\$ _____

5. Outage Straight Time cost per **Industrial Coatings Specialist**

\$ _____

6. Outage Straight Time cost per **Industrial Coatings Apprentice**

\$ _____

7. Outage Overtime cost per **Industrial Coatings Specialist**

\$ _____

8. Outage Overtime cost per **Industrial Coatings Apprentice**

\$ _____

9. Mark-up percentage rate for **equipment rentals**

_____ %

10. **Per Diem cost**

\$ _____

11. Firm Cost daily rate for **four (4) journey level Industrial Coatings Specialists, and two (2) Industrial Coatings Apprentices** during Outage, per conditions set forth in Specification item 2.3(g)

\$ _____

SPECIFICATION WITH TERMS AND CONDITIONS

SPECIFICATION NO. PBM 20003

FOR

SUPPLEMENTAL SKILLED LABOR

INDUSTRIAL COATINGS

AT THE

MCINTOSH AND LARSEN POWER PLANTS

AND WINSTON GENERATING STATION

PREPARED BY:

OUTAGE AND PROJECTS

DEPARTMENT OF ELECTRIC UTILITIES

CITY OF LAKELAND

LOG OF REVISIONS

REV. NO.	DESCRIPTION OF CHANGES	DATE	APPROVED BY
A	Original Issued for Review	12/23/2019	M Brown
B	Reviewed and approved	12/26/2019	G Kerst
C	Reviewed and approved	12/26/2019	E Burnsides
O	Issued to Contracts Dept.	01/08/2020	C Freed
E	Issued to Purchasing	01/22/2020	

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SECTION 1.0 DEFINITIONS

1.1 General Definitions

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

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

- m. "Hazardous Materials" shall mean those materials included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", "contaminants" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Sections 9601, et seq.); the Hazardous Materials Transportation Act, as amended (49 USC Sections 1801, et seq.); the Resource Conservation and Recovery Act, as amended (42 USC Sections 9601, et seq.); the Toxic Substance Control Act as amended (15 USC Section 2601 et seq.); the Environmental Protection Act, R.S.O. 1990, C.E. 19; the Environmental Protection Act, S.C. 1991 c. 15.3, as amended; and in any of the regulations adopted, published, and promulgated pursuant to said laws, or in any other Laws and Regulations.
- n. Installation - Installation includes in addition to actual installation, all unloading, warehouse handling, rigging and hoisting, and furnishing of all tools, equipment and materials required to handle and install the Work, except as otherwise specified in the Contract.
- o. Invitation to Bid – Invitation to Bid shall be the Request for Proposal (RFP) or other notice duly issued by the City of Lakeland's Purchasing Department incorporating the Specification and other documents as may be required by municipal code or charter or by Florida statutes to solicit competitive prices for labor, material, and services.
- p. Manufacturer - An individual, firm or corporation who is furnishing material or equipment to either the OWNER or CONTRACTOR or both.
- q. By Others - Refers to labor or materials to be furnished by the OWNER, by a CONTRACTOR or subcontractor other than CONTRACTOR
- r. OWNER - The City of Lakeland (aka COL), or its authorized representatives, successors or assigns.
- s. Project - The entire construction and Work to be performed as provided in the Contract.
- t. Provisional Acceptance – Provisional Acceptance shall occur upon successful completion of all Work except for; (i) completion of the punch list, (ii) delivery of as-builts and, (iii) completion of the applicable Performance Test(s).
- u. Purchase Order (PO) – A Work authorization document issued by the OWNER'S Purchasing Department with the words "Purchase Order" clearly marked on the top right corner, a PO number used for reference shown on the front, a description of the Work or a listing of the applicable Contract Documents, an authorized OWNER signature and stating the amount of lawfully authorized funds. Purchase Orders are the only documents that authorize payment of changes to the total amount authorized on the Contract.
- v. Schedule – the agreed upon sequence of activities with start and finish dates including logical relationships of activities, deliverables, and milestones agreed to at issuance of Purchase Order
- w. Specification – The covenants, terms, conditions, and technical requirements contained in this written document titled, Specification PBM 20003, For Supplemental Skilled Labor – Industrial Coatings.
- x. Work – All the activities as generally described in the scope sections (typically sections 2 and 3) of the Specification.
- y. Worksite – Either or both sites where the Work is to be performed, namely the City of Lakeland's McIntosh Power Plant located at 3030 East Lake Parker Drive, and the Larsen Power Plant, located at 2002 East Highway 92, in Lakeland, Florida. The terms "Jobsite" and "Worksite" may be used interchangeably.
- z. Deg. F – stands for temperature degrees in Fahrenheit

SECTION 2.0 DESCRIPTION OF WORK

2.1 General Description

The CITY OF LAKELAND is seeking bids from qualified Industrial Coatings CONTRACTORS to supply skilled Industrial Coatings Specialists (Painters) and Apprentices (Helpers) on an as-needed basis and in strict accordance with the terms and conditions set forth in this Specification. Contract Painters and Helpers shall be utilized to assist OWNER in supplementing its existing workforce during planned Outages and otherwise as OWNER sees fit, and will be required to perform journey level coatings work in the maintenance and coatings repair of Power Plant equipment. Work involves the performance of preparation and coatings of a variety of substrates in corrosive, high temperature and immersion environments. Application of coatings will be performed with brushes, rollers, airless or air-assisted spray, in strict accordance with coatings manufacturers' product data sheets. Coatings in the Power Plant environment will include Confined Space entry, working around high voltage equipment; high energy (steam) piping and equipment, Anhydrous Ammonia systems, as well as the performance of hazardous duties from height, including by man-lifts, spiders, sky-climbers, scissor-lifts and scaffolding.

CONTRACT work may consist of supplementing OWNER's existing Coatings staff in the completion of Project work, or staffing and completing Projects from beginning to end, under the direction and supervision of a Project Manager and OWNER's Coatings Foreman.

CONTRACT Workers' duties and requirements are based on OWNER'S "Industrial Coatings Specialist" job description, see ATTACHMENT 3. There is no OWNER's job description for "Industrial Coatings Apprentice".

In addition to the specific duties and qualifications listed in OWNER's job description, COL requires that for reasons of safety and as a matter of Quality Control, CONTRACTOR'S Painters and Helpers

- a. Are fully capable of understanding instructions, written and verbal, in the English language
- b. Are fully capable of relating safety, environmental and procedural concerns verbally and in writing, in the English language
- c. Painters have two (2) years minimum experience working in large industrial facilities
- d. Helpers have one (1) year minimum experience working in large industrial facilities

2.2 Contract Award

The Annual Supplemental Labor Agreement shall be referred to as the Maintenance Coatings Contract (hereinafter, "Contract" or "Agreement"). At the time of Contract Award, OWNER may elect to award Contract services to multiple Bidders to ensure resource availability:

- i. OWNER will offer first right of refusal to lowest and most responsive evaluated Bidder; if this Bidder is unable to provide needed manpower, OWNER will request personnel from second awarded Bidder
- ii. For specific projects, OWNER will request Time and Material (T&M) pricing from multiple Contract-Awarded Bidders
- iii. OWNER reserves the right to seek services from alternate sources if Contract-Awarded parties are unable to meet OWNER'S needs

CONTRACT shall become effective upon execution by all parties, and shall remain in effect for an initial three (3) year term, unless terminated as provided for herein. The initial term may be extended by two (2) additional one (1) year terms by agreement of parties. Under no circumstances will the term of the CONTRACT exceed the date of September 30th, 2024.

2.2.1 OWNER's Right to Terminate Agreement

OWNER reserves the right terminate this agreement with any or all parties if

- a. CONTRACTOR fails to provide qualified workers as requested by OWNER
- b. CONTRACTOR fails to replace workers rejected by OWNER within two (2) business days
- c. CONTRACTOR falsifies certifications, provides test answers to prospective employees, or in any other way attempts to mislead OWNER regarding experience, abilities, qualifications, and/or certifications of workers

2.3 Bid Scope

For the OWNER to evaluate the lowest qualified bid to this Specification, the Bidder will submit:

- a. Normal-operation straight time (ST) and overtime (OT) hourly cost per Industrial Coatings Specialist
- b. Normal-operation ST and OT hourly cost per Industrial Coatings Apprentice
- c. Outage ST and OT hourly cost per Industrial Coatings Specialist
- d. Outage ST and OT hourly cost per Industrial Coatings Apprentice
- e. Mark-up percentage rate for equipment rental
- f. Per Diem cost
- g. Firm Cost daily rate for four (4) journey level Industrial Coatings Specialists, and two (2) Industrial Coatings Apprentices during Outage, given the following criteria:
 - i. Outage is forty working days
 - ii. Working hours are 0600 – 1630, Monday through Saturday
 - iii. Crew includes one (1) on-site Supervisor who is a qualified Industrial Coatings Specialist, and who will act as the liaison between OWNER's on-site Coatings Foreman and CONTRACTOR'S crew, and who will ensure that OWNER'S instructions, Safety Rules, and coatings procedures are followed
 - iv. Cost will include a work truck or van, properly supplied for the Coatings activities of a six-man crew (see Section 3.5 "Materials and Equipment")

SECTION 3.0 ON-SITE REQUIREMENTS

3.1 Safety

City of Lakeland Safety documents are found on the FTP site at lakelandgov.net. See Appendix No. 1 for access instructions

- a. OSHA guidelines must be met, as well as City of Lakeland safety guidelines
- b. CONTRACTOR'S on-site Supervisor must be designated "competent person" as defined in 29 CFR 1926.450. Documentation of this may be requested by OWNER at any time

- c. CONTRACTOR shall provide each CONTRACT employee with a NIOSH approved half-face solvent vapor resistant respirator equipped with cartridges that are at least 95% effective against particulates and liquid aerosols, as well as offering protection against solvent vapors associated with Industrial Coatings
- d. CONTRACTOR shall provide proof of pulmonary fitness testing and of respirator fit testing for each CONTRACT employee
- e. CONTRACTOR shall provide proof of confined space training for each CONTRACT employee
- f. CONTRACTOR shall provide certifications of equipment operation competence for each CONTRACT employee tasked with operating forklifts, man-lifts, spiders, swinging stages, scissor lifts, or any other motorized equipment designed to lift people, equipment, or materials
- g. CONTRACTOR shall ensure that all CONTRACT employees have access to Personal Protective Equipment (PPE) at all times while on-site at OWNER's facilities – PPE to be provided by CONTRACTOR

3.2 Work Time

Normal working hours of CONTRACT labor will be:

- a. Monday through Thursday, 0600 – 1630, unless directed to b.
- b. Tuesday through Friday, 0600 – 1630, except during Outages
- c. OUTAGE schedule will be either:
 - i. a. or b. above, or
 - ii. Monday through Saturday, 0600 – 1630, or
 - iii. Monday through Saturday, 0600 – 1830
- d. CONTRACTOR shall not work holidays unless directed by the OWNER
- e. No CONTRACTOR personnel may work a single shift exceeding sixteen (16) hours
- f. Work hours are subject to change: CONTRACTOR will receive email notification of schedule changes a minimum of 2 weekdays before the changes are to take effect

3.3 General Procedures for Supplemental Industrial Coatings Labor Needs

- a. Any authorized representative of OWNER may initiate a request for CONTRACTOR personnel, however CONTRACTOR shall not mobilize staff until OWNER'S representative has requested staff via email, or other written means
- b. OWNER'S authorized Representative will communicate directly with the CONTRACTOR to convey his/her specific manpower requirements (crew size, time duration, etc.)
- c. A copy of the OWNER'S work order will also be issued to CONTRACTOR'S representative. CONTRACTOR shall reference OWNER'S work order number on all correspondence, time sheets, and invoicing
- d. Notification to OWNER'S representative must be made each time any CONTRACTOR employee arrives at and leaves OWNER'S property
- e. Duplicate timesheets must be maintained by OWNER and CONTRACTOR, and the billing must directly refer to and agree with documentation

3.4 Contract Workers

- a. CONTRACTOR shall provide CONTRACT employees in the numbers required by OWNER to perform assigned tasks and Work on a straight time (ST) and overtime (OT) basis.

- b. All safety training and certifications (including, without limitation, respirator training, confined space, PSM awareness, arsenic awareness, first aid, etc.) required by the OWNER shall be provided by the CONTRACTOR at the CONTRACTOR'S expense. The certifications shall be in place prior to CONTRACT Employees reporting to the Jobsite, and CONTRACTOR shall provide copies of these certifications to OWNER'S Representative prior to the commencement of work
- c. CONTRACT Painters and Helpers shall report directly to, and work under the direction and supervision of OWNER'S Maintenance Coatings staff, except when agreed upon by OWNER and CONTRACTOR that Contract crew size requires supervision by CONTRACTOR personnel, such as during Outages

3.5 Materials and Equipment

- a. CONTRACTOR must use only OSHA approved materials and equipment
- b. When applicable, CONTRACTOR shall provide, for PRIOR approval, all SDS for any coatings, solvents, lubricants, and any other potentially harmful or flammable materials to be brought on-site
- c. CONTRACTOR shall be responsible for the proper storage and disposal of all materials referenced in item 3.5.b
- d. CONTRACT employees shall immediately contain, report, and clean-up any spills
- e. For Outage or Project assistance of (or less than) four (4) CONTRACT employees, CONTRACTOR shall ensure that CONTRACT Painters or Helpers are always equipped with:
 - i. Steel wire brushes
 - ii. Respirators and replacement cartridges and pre-filters
 - iii. 5-in-1 tools
 - iv. 12" "Crescent" wrench
 - v. Channel lock adjustable pliers
 - vi. Wet mil gauge
- f. For an Outage or Project crew with staff greater than four (4) CONTRACT employees, CONTRACTOR shall ensure that CONTRACT Painters and Helpers keep and maintain on-site, whether in gang-boxes, or OWNER-approved truck, van or trailer:
 - i. Certified fire extinguisher
 - ii. 4" non-shedding whizz roller naps and roller frames
 - iii. 2" disposable "chip" brushes
 - iv. Rags
 - v. Steel wire brushes
 - vi. Respirators and replacement cartridges and pre-filters
 - vii. 5-in-1 tools
 - viii. 12" "Crescent" wrench
 - ix. Channel lock adjustable pliers
 - x. Wet mil gauges
 - xi. 1-gallon strainer bags
 - xii. 1-gallon wooden stir sticks
 - xiii. All Employee PPE (i.e., safety glasses, face shields, gloves, harnesses and lanyards, ear-plugs, dust masks, respirators, etc.)

- xiv. Portable material containment (such as a kiddie-pool) for on-the-job storage of paints and solvents
 - xv. Flammable waste container for on-the-job storage of contaminated rags, used brushes, stir-sticks, roller naps, etc. (this container is to be emptied into an OWNER approved container, or at CONTRACTOR'S off-site facilities on a daily basis)
 - xvi. Portable spill-kit, to be inspected and approved by OWNER
 - xvii. Equipment grounding cables
- g. CONTRACT employees shall clean and return any tools borrowed from OWNER'S Paint Shop at the end of each shift or upon completion of task, whichever comes first

3.6 Personnel Qualifications

- a. CONTRACTOR shall provide competent, qualified personnel for the workmanship and services associated with this Specification
- b. CONTRACTOR shall warrant that all due diligence in pre-employment screening has been completed by CONTRACTOR, including reference checks, drug-testing, employment, education and criminal background verification
- c. CONTRACTOR shall administer a written examination and proficiency test, to be provided by OWNER:
 - i. a score of 70% or above will be considered passing
 - ii. The Minimum Requirements Test shall be provided after initial evaluation of Bidders
 - iii. Qualified, responsive Bidders shall administer the test and return the results to OWNER for grading
- d. CONTRACT Industrial Coatings Specialists should meet the minimum qualifications of the attached Job Description, with the exception of the High School Diploma or equivalent requirement: there is no minimum formal education requirement for these positions

3.7 Unsuitable Personnel

- a. Expenses borne by OWNER for CONTRACT employees deemed, in the sole opinion of OWNER, unsuitable, and who are rejected within the first three (3) full days of work may be offset against CONTRACTOR'S account
- b. OWNER reserves the right to reject any CONTRACT employee for any or no reason, at any time
- c. Expenses borne by OWNER for CONTRACT employees failing any required test administered by OWNER may be offset against CONTRACTOR'S account
- d. CONTRACTOR shall replace any rejected personnel within two (2) business days of OWNER notification
- e. Failure by CONTRACTOR to provide qualified personnel shall be considered a material breach of Contract

3.8 Outage Needs

Lakeland Electric's McIntosh Unit No. 3 will enter its Spring Outage of 2020 on March 7th, and remain in Outage until April 20th. CONTRACTOR will provide a Coatings crew of four (4) Industrial Coatings Specialists and two (2) Industrial Coatings Apprentices to assist OWNER'S Maintenance Coatings staff. CONTRACTOR will provide and stage all necessary tooling and hardware to support this crew. To this end:

- a. CONTRACTOR shall submit a list of ten (10) candidate CONTRACT employees, no less than thirty days prior to Unit shutdown on March 7th, along with their:
 - i. Minimum Requirements Test scores, graded by OWNER
 - ii. Relevant certifications
 - iii. Summary of employment history and industrial coatings experience
- b. CONTRACTOR shall stage all necessary support materials, vehicles and equipment no less than ten days prior to Unit shutdown in area designated by OWNER
- c. Work hours are to be determined
- d. OWNER'S does not guarantee any particular daily work schedule, for any duration
- e. CONTRACT Painters and Helpers working under the supervision of, and with OWNER'S Maintenance Coatings staff shall take morning, lunch, and afternoon breaks with their COL Work group

SECTION 4.0 DEFINITION OF RESPONSIBILITIES

4.1 CONTRACTOR'S Responsibilities

- a. CONTRACTOR must keep and maintain a home office/shop within seventy (70) miles of OWNER'S property
- b. The CONTRACTOR shall provide necessary qualified personnel to perform work specified by the OWNER
- c. The CONTRACTOR shall assume full responsibility for their employees' conduct while on OWNER'S property
- d. The CONTRACTOR shall not permit any alcoholic beverages or illegal drugs on OWNER'S property. Any person showing the most minor symptoms of alcohol or drug use shall be immediately removed from OWNER'S property and shall not be allowed to return. Likewise, the CONTRACTOR shall not permit any firearms to be brought on OWNER'S property
- e. The CONTRACTOR shall provide all small hand and power tools necessary to perform his work including screw guns, drills, etc.
- f. The CONTRACTOR shall provide a lockable tool box/trailer to store the CONTRACTOR's tools, materials, and equipment in
- g. The CONTRACTOR shall provide protection of all power plant equipment adjacent to work area (above, below, beside)
- h. The CONTRACTOR shall provide temporary weather protection materials (lumber, plastic sheeting, tarps, etc.) and erection of such materials as required
- i. The CONTRACTOR shall furnish its own water cans, and ice, except when not required by OWNER
- j. The CONTRACTOR shall furnish fire extinguishers as directed in Section 3.5
- k. The CONTRACTOR shall provide own safety equipment and PPE
- l. The CONTRACTOR shall perform work in a clean and orderly manner using safe work practices in compliance with OSHA
- m. The CONTRACTOR shall be responsible for any preventative measures to contain any potential release or spill of environmentally hazardous material and petroleum products that may result from performing the contracted work
- n. In the event of a release or spill of environmentally hazardous material and/or petroleum products by CONTRACTOR or any event observed by CONTRACTOR, the CONTRACTOR shall

notify the Project Manager, plant operations Control Room/PPS/O at (863) 834-6681, and OWNER'S Environmental Programs Coordinator, David Watson, at (863) 834-6607

- o. CONTRACTOR shall be responsible for any cleanup, removal, and disposal of said materials or products resulting from performing contracted work and CONTRACTOR shall provide copies of all waste generation disposal manifests, disposal site records, transport records, certificate of disposal, etc., to the City of Lakeland
- p. Where there is the potential for a release or spill of environmentally hazardous material and/or petroleum products that could result from performing contracted work, the City of Lakeland Risk Management Department will determine CONTRACTOR insurance requirements and specify those requirements within the bid or contract documents
- q. THE CONTRACTOR SHALL PROVIDE THE OWNER COPIES OF MSDS FOR ALL CHEMICALS THAT ARE TO BE USED ON THE JOBSITE PRIOR TO BRINGING THEM ONSITE. CONTRACTOR SHALL ALSO SUPPLY THE OWNER WITH AFFIDAVIT THAT ALL CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS HAVE RECEIVED TOXIC SUBSTANCE/RIGHT TO KNOW TRAINING
- r. The CONTRACTOR shall maintain a mobile communication device for the CONTRACTOR'S on-site supervisor for daily and emergency communications. The CONTRACTOR's on-site supervisor will be required to be available for communication on a 24 hour, 7 Day a week basis
- s. The CONTRACTOR shall furnish Bid, Public Construction bond, and insurance in accordance with terms specified in the Invitation to Bid
- t. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN AFFIDAVIT THAT ALL CONTRACT WORKERS HAVE RECEIVED TOXIC SUBSTANCE/ RIGHT TO KNOW TRAINING.
- u. The CONTRACTOR shall submit to the OWNER the Contractor's Training Package for confined space, PSM awareness (ammonia), welders' arsenic compliance, respirator training, safety harness training and other safety programs.
- v. The CONTRACTOR is solely responsible for ensuring its compliance with applicable laws including the Immigration Reform and Control Act of 1986 ("IRCA"). The CONTRACTOR will comply fully with the recordkeeping and other requirements of the IRCA including, without limitation, Form I-9 requirements and will furnish such documentation to the OWNER immediately upon request. The CONTRACTOR will provide the OWNER with only those Contract Workers whom the CONTRACTOR has confirmed are legally eligible to work in the United States and for whom all records have been obtained and maintained as required under the IRCA.
- w. The CONTRACTOR agrees that it will comply with all laws and regulations applicable to its performance of the Work and to the OWNER'S employees. As the OWNER is an affirmative action and equal opportunity employer, the CONTRACTOR shall not discriminate in the provision of the Work to the OWNER based on race, color, national origin, religion, sex, marital status, disability, sexual orientation, age or any other legally proscribed criteria. The CONTRACTOR shall comply with all applicable local, state and federal labor and employment laws, regulations and ordinances, including, but not limited to those prohibiting discrimination, harassment and retaliation and wage and hour laws.
- x. The CONTRACTOR shall maintain adequate records and supporting documentation applicable to this Contract including, but not limited to, employment records relating to the CONTRACTOR'S application process, training provided, benefits offered to CONTRACTOR'S employees and agents, information from background checks, time and payroll records, I-9 forms, documentation demonstrating compliance with applicable employment laws, and the insurance

requirements set forth herein. Said records and documentation shall be retained by the CONTRACTOR for a minimum of three (3) years from the date of termination of the Contract. The OWNER and its authorized agents shall have the right to audit and conduct on-site review at CONTRACTOR'S offices, inspect and copy all such records and documentation as often as the OWNER deems necessary during the period of this Award and during the period of three (3) years thereafter. The three (3) year period will be extended until audit findings are issued if an audit is initiated during the three (3) year period. Such activity shall be conducted only during normal business hours. The OWNER, during this period shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONTRACTOR as concerns the aforesaid records and documentation.

SECTION 6.0 BID PREPARATION

6.1 Bidder's Qualifications

An award for Work will be made only to a responsive, responsible Bidder, in a financial position and with the organizational ability to do the work specified herein and qualified by experience. The Bidder shall submit adequate evidence of their ability to fulfill contracts such as the one being bid.

6.2 Bid Instructions

- a. The bid may not be given full consideration unless it is firm and includes all the information requested in this Specification, and on the OWNER'S Invitation to Bid. A satisfactory explanation must be given for not complying with the bid instructions. Failure to provide all applicable information, or to submit bid by due date, may be cause for disqualification as non-responsive.
- b. To allow the OWNER the opportunity to properly evaluate the Bids, and to become the successful bidder, Bidders must be able to provide a proven ability to perform the type of work described herein. Bidders should include at the time of bid submittal, a minimum of:
 - i. A list of a minimum of three (3) jobs that the Bidder has performed within the past three (3) years which are of equal size, scope, magnitude and complexity as the type of work to be done for the OWNER. The list should include the name of the entity, name and phone number of a responsible individual qualified to respond to questions concerning the Bidder's abilities, costs, schedules, etc. Prior successful accomplishment of such equal work will be a consideration in determining whether the Bidder is qualified to perform the Work.
 - ii. Supervisory and staffing capabilities with resumes of supervisory personnel planned for subject work and the number and classification of personnel required per shift.
 - iii. A breakdown for response times to include emergency maintenance / repair work to restore system.
 - iv. Breakdown of hourly rates for all personnel classifications involved to be utilized in determining extra cost of any work not covered by this specification and agreed to in writing by the OWNER.
 - v. A breakdown of **additional** insurance expenses the bidder will incur if required to meet the insurance limits of this specification.
 - vi. Statement of performance guarantee, if any.
 - vii. Exceptions to OWNER's Specification, if any, must be submitted with full explanation.

- viii. Bidder must complete all required vendor data as shown in this Specification, and data sheets if applicable, and return with the bid.

6.3 Bid Addenda

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

6.4 Placement of Order

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

6.5 Post Bid Meeting

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

6.6 Compatibility with Jobsite Conditions

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

6.7 CONTRACTOR'S State License

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

6.8 Acceptance of Bid

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

SECTION 7.0 GENERAL PROVISIONS

7.1 Form of Agreement

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

7.2 Change Orders

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

7.3 Project Schedules

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

7.4 Subcontractors

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

7.5 Back-Charges

- a. If at any time the CONTRACTOR requests the OWNER to do any work to assist the CONTRACTOR in any manner, OWNER may invoice the cost of such work, and the CONTRACTOR shall make payment to the OWNER by submitting actual payment to the OWNER, or by indicating a credit on the very next invoice submitted to the OWNER.
- b. Should any work done require correction because of faulty workmanship or materials; or should the materials as supplied or as installed require corrective work the OWNER shall notify the CONTRACTOR and proceed as follows:
 - i. If the OWNER'S time schedule permits, the CONTRACTOR will be allowed to perform the corrective work and bear all costs.
 - ii. If the OWNER'S time schedule does not permit the action described above, or if the CONTRACTOR refuses or neglects to take immediate action, the OWNER shall have the right to perform the corrective work, exercising due care to ensure the lowest possible expense, and the CONTRACTOR shall reimburse the OWNER for the cost of the corrective work.

7.6 Payment

- a. CONTRACTOR shall submit a schedule of values and a CPM for approval by the OWNER. Milestones shall be assigned a value as a percentage of total work. Upon completion of a milestone, CONTRACTOR shall submit an invoice identifying the milestone/or milestones completed. The OWNER shall review the invoice, verify the completion of the milestone, and if accepted, pay the invoiced amount less a 10% retainage. Payments on account, on the contract sum, and for any added work which may have been authorized shall be made at the times and in the manner set forth in the contract, but only after the OWNER has approved the amount of each payment as it shall fall due.
- b. The CONTRACTOR shall, before applying for payment, submit to the OWNER, in such form as the OWNER may direct, a schedule of values of the various parts of the Work according to the Unit Prices of the Contract, divided so as to facilitate the evaluation of work, for which payment is to be made, by the OWNER.
- c. When a payment falls due, the CONTRACTOR shall submit an application for payment based upon the schedule mentioned in the paragraph immediately above and in such for as the OWNER may direct.
- d. If the CONTRACTOR has made applications as required above, the OWNER shall review the amount requested and, if satisfactory, approve the CONTRACTOR'S invoice for payment.
- e. If payments are made on account of materials delivered and stored at the site, but not incorporated in the work, they shall be conditional upon submission by the CONTRACTOR of bills of sale, or such other procedure as will establish the OWNER'S title to such material or otherwise adequately protect the OWNER'S interest. The CONTRACTOR shall be fully responsible for such materials until they are incorporated into the work.
- f. No payment or partial payment made by the OWNER to the CONTRACTOR shall be an acceptance of any work or material not in accordance with the contract documents.
- g. Terms of payment. If the CONTRACTOR'S payment terms are not accepted by the OWNER, payment shall be made in a lump sum (minus ten percent retainage) upon satisfactory completion of the work and receipt of invoice from the CONTRACTOR subject only to the following specified provisions.
 - i. Final acceptance will not be considered until all requirements of this specification have been met by the CONTRACTOR and approved by the OWNER.
 - ii. The final payment, equal to the retainage permitted under Florida Statute §255.078 shall be withheld until acceptance of the total job.
 - iii. When, in the opinion of the CONTRACTOR, the work covered by this specification has been completed the CONTRACTOR shall submit a "Request for Final Payment", along with any and all documentation necessary to satisfy the OWNER that all bills for labor, material, lands, licenses, fees, or any other expenses, have been satisfied, and a copy of the Final Report to the OWNER. The OWNER shall review the request, submitted documentation, and Final Report, and, if the work is acceptable to the OWNER and the documentation is sufficient to satisfy the OWNER of full payments by the CONTRACTOR, the OWNER shall make payment of the retained funds to the CONTRACTOR within thirty (30) days of receipt of all the above listed documents. Upon receipt of said retained funds, the CONTRACTOR shall agree to release the OWNER from any and all claims against the OWNER from future claims, actions, and liens.

7.7 Invoices

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

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

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

With a Copy of the invoice sent to:

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

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

7.8 Substitutions

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

7.9 Performance Guarantee and Equipment Warranty

The CONTRACTOR will provide a guarantee and warranty as follows:

- a. Performance: The CONTRACTOR shall guarantee that the supplied equipment shall perform as specified. Replacement or revisions required to meet specified performance shall be at the CONTRACTOR'S expense.
- b. Equipment:
 - i. All equipment and component parts shall have a minimum guarantee against fault in design, defective or improper materials, poor workmanship, and failure from normal usage for one (1) year after being placed in the specified service, and/or eighteen (18) months after date of shipment. Repair or replacement parts and labor required during this period shall be furnished at the CONTRACTOR'S expense, F.O.B. installed at OWNER'S jobsite.
 - ii. The CONTRACTOR shall ensure the availability of equipment in the event of warranty failures. Immediate response to failures is essential. If equipment fails during the warranty period, the CONTRACTOR shall provide replacement equipment at no cost to the OWNER, while the failed equipment is being repaired.

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

7.10 CONTRACTOR'S Obligations

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

7.11 CONTRACTOR'S Cooperation

- a. The CONTRACTOR, its agents, and employees shall use diligence in cooperating with the OWNER, its agents, its other contractors, employees, suppliers and their agents, and employees in coordinating the work hereunder with other work at the Jobsite, all regardless of whether the OWNER'S agent, employees, or OWNER'S other contractors and suppliers, and their agents and employees are, or are not, affiliated with any labor union.
- b. The CONTRACTOR, its subcontractors, agents and employees shall in no way delay or alter the Work at the Jobsite on account of the other work being furnished or performed, or not furnished or performed, by union labor, subject to the other provisions of the Contract.
- c. The CONTRACTOR shall provide proper attention to the Work, shall keep an authorized representative on the Jobsite who shall be authorized to act upon notices, directions, and instructions. The CONTRACTOR will, before proceeding with the Work, provide the OWNER in writing, the name and title of the authorized representative and/or field superintendent and such representative shall be acceptable to the OWNER.
- d. The CONTRACTOR shall immediately remove from the job any person considered by the OWNER to be dishonest, incompetent, disposed to be disorderly, or for any reason unsatisfactory or undesirable to the OWNER and such person shall not again be employed on the premises without the consent of the OWNER.

7.12 Assignment

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

7.13 Codes and Regulations

- a. All materials and equipment shall be in accordance with any and all applicable Federal, State, and Local codes, laws, and ordinances in effect at the jobsite. All of the above referenced codes, laws, and ordinances shall take precedence over these specifications in case of any conflict. All such conflicts shall be referred to the OWNER for adjudication.
- b. The following industry, association, and government codes and standards shall be followed as applicable to the design, fabrication, assembly, installation, and testing of all materials and equipment furnished under this specification:

AISC	–	American Institute of Steel Construction
ISI	–	American Iron and Steel Institute
ANSI	–	American National Standards Institute
ASME	–	American Society of Mechanical Engineers
ASTM	–	American Society of Testing and Materials
AWS	–	American Welding Society
F.M.	–	Factory Mutual
IEEE	–	Institute of Electrical and Electronics Engineers
NACE	–	National Association of Corrosion Engineers
NEMA	–	National Electrical Manufacturers Association
NERC	–	North American Electric Reliability Corporation
OSHA	–	Occupational Safety and Health Administration
SBCC	–	Southern Building Code Congress
SSPC	–	Structural Steel Painting Council
U.L.	–	Underwriters Laboratories
- c. The issue or revisions of these documents in effect on the date of the Purchase Order shall apply.
- d. In the event of a conflict between any portion of this Specification and the referenced specifications, data sheets, Manufacturer's product information, and drawings, such conflicts shall immediately be brought to the OWNER's attention and the OWNER shall determine which document prevails.

7.14 OWNER'S Representative

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

7.15 Inspection

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

7.16 Fire Protection

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

7.17 Site Clean Up

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

7.18 Plant Location and Access

- a. The Larsen plant is located at 2002 U.S. Hwy. 92 East in Lakeland, Florida.
- b. The McIntosh plant is located at 3030 East Lake Parker Drive in Lakeland, Florida.
- c. The Winston Station is located at 1200 Airport Road in Lakeland, Florida.
- d. The sites are approximately 140 feet above sea level with an ambient temperature range of +20°F to 120°F, and 50 to 100 percent relative humidity.

7.19 Entrance Gate and Parking

- a. The CONTRACTOR'S vehicles shall enter the plant site only through the specified entrance gate. All vehicles leaving the OWNER'S property are subject to inspections.
- b. The CONTRACTOR and its subcontractors shall each be limited to bringing only two (2) vehicles inside of the fenced plant perimeter. All vehicles brought on site must be clearly marked with the CONTRACTOR'S business logo or other identifying mark so that the OWNER may positively determine who an unattended vehicle belongs to.
- c. The OWNER reserves the right to further limit the number of vehicles brought on site by a CONTRACTOR if necessary.

- d. No personal vehicles shall be allowed within the fenced perimeter of the site. The CONTRACTOR'S personnel shall park only in designated areas and shall enter the site only through the designated gate. Any vehicles brought on site within the fenced perimeter of the site shall be "parked at your own risk." The OWNER shall have no responsibility or liability for any damage whatsoever caused to vehicles parked within the fenced perimeter of the site.
- e. The security forces employed by the OWNER have total site responsibility. All personnel entering or leaving the site must be logged in and out by security. Security personnel enforce safety regulations on site and assist in removal of undesirable personnel. Failure to obey instructions of security personnel is considered grounds for removal from Jobsite.

7.20 Operations Interference

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

7.21 Royalties and Patents

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

7.22 Damages to Asbestos Designated Equipment

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

7.23 Licenses and Insurance

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

7.24 Default

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

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

If, during the term of this Agreement, CONTRACTOR shall be in default of this Agreement, OWNER may suspend its performance hereunder until such delinquency or default has been corrected; provided,

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

7.25 Termination for Convenience

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

7.26 Delay

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

7.27 Force Majeure

Neither party shall be liable to the other party for failure to perform or for the delay in performance of this Contract when said failure or delay is due to any cause beyond a party's reasonable control, including, but not limited to, fire, flood, strike or other labor difficulty, acts of any governmental authority, riot, terrorism, embargo, unavailability of railcars, wrecks or delay in transportation, provided that, as a condition to the claim of force majeure, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. Inclement and severe weather which is typical within central Florida through the period the Work is anticipated shall not entitle a party to claim relief by force majeure or for delay damages.

7.28 Claims and Contract Negotiation

- a. All claims of CONTRACTOR, all questions concerning interpretation or clarification of the Contract or the acceptable fulfillment of the Contract on the part of CONTRACTOR, and all questions as to compensation and to extension of time shall be submitted, in writing, to OWNER for determination.

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

7.29 Notice

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

For City:

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

With a copy to:

CITY OF LAKE LAND
DEPARTMENT OF ELECTRIC UTILITIES
ATTN: WORK FORCE MANAGEMENT MANAGER
3030 E. LAKE PARKER DR.
LAKE LAND, FL 33805

For Consultant:

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

7.30 Jurisdiction, Venue and Governing Law

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

7.31 Public Records

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

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

SECTION 8.0 SPECIAL REQUIREMENTS

8.0 Right to Offset

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

ATTACHMENT 1

Insurance Requirements

Will be determined by RISK MANAGEMENT and added by PURCHASING

ATTACHMENT 2

Safety Requirements

Will be determined by RISK MANAGEMENT and added by PURCHASING

ATTACHMENT 3



Industrial Coatings Specialist

Class Code:
7099

GENERAL DESCRIPTION OF CLASS:

This is journey level heavy industrial coating work. Work involves responsibility for the performance of skilled coating tasks in the application of paint to a variety of surfaces with brush, roller, air or airless spray systems. Power Plant environment will require the performance of hazardous duties from sky climbers, spiders, scaffolding and ladders. Assignments are received in oral or written form as work orders and the work is performed independently. Work is subject to inspection by an appropriate Foreman or Supervisor during progress and upon completion.

ESSENTIAL FUNCTIONS AND ADDITIONAL RESPONSIBILITIES:

- Prepares metal surfaces per required coating specifications.
- In Energy Delivery Substations Operations, this is a working foreman position, with the work being performed in Electrical Substations and in subdivisions around and on energized equipment- i.e., transformers, voltage regulators, oil circuit breakers, control buildings, etc.
- This preparation will require the knowledge and use of, but not limited to, the following equipment: sandblast equipment, high pressure water blast equipment, steam cleaners, scrapers and air driven needle scalers.
- Scrapers and primes various surfaces, applies bonding coat to masonry surfaces, patches and caulks cracks.
- Applies paints, lacquers, varnishes, sealers, alkyd enamels, epoxies, silicones, and polyurethanes coatings.

ADDITIONAL RESPONSIBILITIES:

- Pays particular attention to V.O.C. regulations, fugitive dust and all environmental restraints dealing with hazardous waste generation.
- Performs related work as required.

QUALIFICATIONS (EDUCATION, TRAINING AND EXPERIENCE):

High school diploma from an accredited school or its equivalent.

Two (2) years of experience as an industrial painter or three (3) years of experience in journey level painting.

OR an equivalent combination of education, training and experience which provide the necessary knowledge, skills and abilities and other competencies necessary for success in the target position.

SPECIAL REQUIREMENTS:

- Must possess and maintain a valid state of Florida driver's license.
- Must possess and maintain a valid telephone number.
- Required to pass and maintain qualification for:
 - o Respiratory Protection Physical
 - o Pulmonary Function
 - o Qualitative and Quantitative Fit Test(s)
- May be required to work overtime, or alternate hours, as necessary for the efficient operation of the department. Position may be designated as Mission Critical by Department Director.

KNOWLEDGE, SKILLS, ABILITIES AND WORKING CONDITIONS:

- Knowledge on a journey level in the standard practices and techniques of the trade. Such as proper use and application of paints, varnishes, stains, shellacs, lacquers, enamels, solvents, primers, alkyd enamels, epoxies, silicones, and polyurethanes coatings.
- Knowledge of materials preparation as pertaining to two and three-part coating systems.
- Knowledge of occupational hazards and safety precautions of the trade pertaining to the application and storage of various materials.
- Skill in the use of tools of the industrial coatings trade and the ability to operate same.
- Skill in the abrasive blasting techniques to achieve proper surface preparation of machinery while providing safeguards not to damage same.

OTHER CLASS SPEC INFORMATION 1:

- Requires work that involves walking, standing, climbing, squatting, bending, reaching and heavy lifting frequently, exerting up to 51 pounds of force, and routine keyboard operations. The job risks routine exposure to the conditions that include working in daylight and night bright/dim lighting conditions, confined space, and wet, hot, cold, windy, inclement outdoor weather conditions, insects, and chemicals.
- The job requires working on and around high-voltage energized equipment up to 230,000KV and 125V DC battery systems.
- The job requires normal visual acuity, and field of vision, hearing, speaking, color perception, sense of smell, depth perception, and texture perception.

AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of _____, 2020, by and between the City of Lakeland, Florida, a 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 _____ a _____ corporation, located at _____ hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has previously determined that it has a need for _____ services; and

WHEREAS, City solicited competitive bids/issued a Request for Proposal (RFP) for such services pursuant to (City of Lakeland Invitation to Bid No. _____ or RFP No. _____) (hereinafter ITB or RFP); and

WHEREAS, City awarded the (Bid/Proposal) to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the (ITB/RFP), which are incorporated herein by reference, and the terms and conditions contained herein; and

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

1. Services to be Performed. The Contractor hereby agrees to provide the City with _____, as requested and more specifically outlined in the (ITB/RFP), this Agreement, the Scope of Services attached hereto and incorporated herein by reference as **Exhibit "A"**, and all subsequent official documents that form the Contract Documents for this Agreement.

2. Time of Service. Services shall be performed in a timely manner, as specified in the (Invitation to Bid/RFP).

3. Term of Agreement/Option of Renewal. This Agreement shall be in effect for an initial term of _____ (months/years) from _____ (the "Effective Date") and any extension thereof. This Agreement may be renewed subject to execution of a written agreement between the City and Contractor for up to ____ additional ____ period(s) beyond the initial contract period. This option shall be exercised only if all terms and conditions remain the same and approval is granted by the City or its authorized representative.

4. Amendment of the Contract. This Agreement may be amended only by mutual written

agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably withheld by City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the City awarding a (bid/proposal) to a contractor which has disclosed its intent to assign or subcontract in its response to the (ITB/RFP), without exception shall constitute approval for purposes of this Agreement.

6. Cancellation. City reserves the right to cancel this Agreement, without cause, by providing thirty (30) days prior written notice to the Contractor of its intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the discretion of the City.

In addition to all other legal remedies available to City, City reserves the right to cancel and obtain from another source any items which have not been provided within the period of time stated in the (bid/proposal), or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by City.

In addition, in the event that sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and the City shall terminate this Agreement on the last day of the then current fiscal period without penalty or expense to the City.

7. Prohibition of Contingent Fees. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this Agreement. In the event of breach

of this provision, the City shall have the right to terminate this Agreement without further liability and, in its sole discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid as a result of said breach.

8. Compensation. City shall pay Contractor upon Contractor's completion of, and City's acceptance of, the services required herein, as specified in the (ITB/RFP) and as set forth in the City's Cost Proposal Letter, attached hereto and incorporated herein by reference as **Appendix 1**. Prices shall remain firm for the duration of the contract. All payments shall be made in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act. City shall pay Contractor the actual costs of all reimbursable expenses incurred in connection with City approved Services pursuant to this Agreement, provided that reimbursement for travel and subsistence expenses shall be paid in accordance with the City of Lakeland's Consultant Reimbursement Policy, attached hereto and incorporated herein by reference as **Appendix 2**.

9. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda and other documents, instruments, information and material prepared or accumulated by the Contractor or its subcontractors in rendering services pursuant to this Agreement shall be the sole property of the City which may have access to the reproducible copies at no additional cost other than printing. In no event shall Contractor be liable or responsible to anyone for the City's use of any such information or material in another project or following termination of this Agreement.

10. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete services pursuant to this Agreement.

11. Access to Records/Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after final payment is made. Contractor shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoice amounts to the City. City reserves the right to audit such records upon notice to the Contractor.

12. Public Records. Contractor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Contractor in performance of services pursuant to this Agreement.

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@LAKEFLANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKEFLAND, FLORIDA 33801.

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

13. Minimum Insurance Requirements. The Contractor must maintain insurance, at its own expense, in at least the amounts set forth in **Exhibit "B"** attached hereto and incorporated herein by reference throughout the term of this Agreement. The Contractor must provide a Certificate of Insurance in accordance with said Insurance Requirements evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

14. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by Contractor in accordance with the indemnification provision set forth in **Exhibit "C"**, attached hereto and incorporated herein by reference.

15. Jurisdiction/Venue/Governing Law. The Parties consent to jurisdiction and venue of the Courts of Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division in connection with any action or proceeding arising out of or relating to this Agreement, document or instrument delivered pursuant to, in connection with, or simultaneously with this Agreement, or breach of this Agreement or any such document or instrument. The laws of the State of Florida shall govern this Agreement.

16. Independent Contractor Status. The Contractor is and shall remain an independent contractor and is neither an agent, employee, partner, nor joint venturer of the City.

17. Compliance with Laws. Contractor shall comply with all applicable local, state and federal ordinances, codes, laws, statutes, regulations and standards in force during the term of this Agreement.

18. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement to be impossible of performance.

19. Documents Comprising Contract. The Contract shall include this Agreement for _____ services and appendices, as well as the following documents which are incorporated herein by reference.

- a. City of Lakeland (Invitation to Bid/Request for Proposal) and all of its addenda and attachments, including **Exhibit "A"**, Scope of Services; and
- b. Contractor's Certificate of Insurance as required in **Exhibit "B"**;
- c. Contractor's Indemnification and Hold Harmless as required in **Exhibit "C"**; and
- d. Contractor's Bond(s), as required in Section ____ of the (ITB/RFP); and
- e. Contractor's (Bid/Proposal)

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

20. NOTICES. All Notices pursuant to this Agreement shall be deemed sufficiently given when in writing when (i) personally served on a party to be notified, (ii) delivery by overnight express courier, or (iii) three (3) business days following deposit in the United States mail, postage prepaid certified delivery, directed to the party to be notified at the following address:

Contractor: _____

As to City:

IN WITNESS WHEREOF, the parties herein have executed this Agreement for _____

services pursuant to (City Bid No./RFP No.) as of the day and year first written above.

CITY OF LAKELAND, FLORIDA

CONTRACTOR

H. William Mutz, Mayor

President (Signature)

President (Printed Name)

[Corporate Seal]

ATTEST:

ATTEST:

By: _____
Kelly S. Koos, City Clerk

By: _____
(Attesting Witness' name/title)

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Office of the City Attorney



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

ADDENDUM NO. 1

INVITATION TO BID

**SUPPLEMENTAL SKILLED LABOR – INDUSTRIAL COATINGS AT THE MCINTOSH AND
LARSEN POWER PLANTS AND WINSTON GENERATING STATION**

February 7, 2020

BID NO. 0042

The purpose of this addendum is to advise all interested parties of the following revisions and/or clarifications and to transmit the information as noted below:

1. **Question:** When it asks for a list of 10 employees 30 days prior to outage, am I right that these employees must be submitted tomorrow? If so where can I get the required tests they must take?

Response: Vendor can submit resumes with the bid, that will do for now. We can conduct testing after bid selection.

2. **Insurance requirements (attached)**

3. **Bid Due Date Remains: 2:00 p.m. – Tuesday – February 11, 2020**

Note: All addenda shall be acknowledged in the Bid submittal, therefore please sign the bottom of this page ** and return with the Bid submittal.

All other items remain unchanged.

Linda Alspaugh

Linda Alspaugh
Purchasing Agent

Cc: Matthew Brown
File

****ADDENDUM #1 is hereby “ACKNOWLEDGED”**

_____/_____/_____/_____
Signature Title Company Name Date

INSURANCE REQUIREMENTS

Supplemental Skilled Labor Industrial Coatings @ McIntosh and Larsen Power Plants and Winston Generating Station

STATEMENT OF PURPOSE

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

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

CITY DEFINED

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

OTHER PARTY DEFINED

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

LOSS CONTROL/SAFETY

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

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

INSURANCE - BASIC COVERAGES REQUIRED

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

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

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

INSURANCE – BASIC COVERAGES REQUIRED (cont'd)

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

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

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

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

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

The liability limits shall not be less than:

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

Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:

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

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

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

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

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

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

ADDITIONAL INSURANCE

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

Fidelity/Dishonesty/Liability Coverage: Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in loss to the City.

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

EVIDENCE/CERTIFICATES OF INSURANCE

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

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

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

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

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

Indemnification

Contractor

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

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

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

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

_____ to _____.
(Date) (Date)

(OR)

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

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

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

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

Name of Organization

BY:

Signature of Owner or Officer

E-mail Address

STATE OF : _____

Organization Phone Number

COUNTY OF: _____

The foregoing instrument was acknowledged before me, by means of physical presence this _____ day of _____, 2020.

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, Director of Risk Management & Purchasing

DATE _____

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. 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.

V. Safety Kick-offs and Safety Stand-Downs

A safety kick-off to disseminate safety expectations will be conducted before the project commences. Safety stand-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

Contractors 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 #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.