

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: October 19, 2020

RE: **Agreement with SPE Utility Contractors FD, LLC for Relocation of a 230 kV Transmission Line**

Attached hereto for your consideration is a proposed Agreement with SPE Utility Contractors FD, LLC (SPE) for relocation of a portion of Lakeland Electric's 230 kV transmission line west of Kathleen Road. The transmission line is currently located in Florida Department of Transportation (FDOT) right-of-way and is impeding FDOT construction activities while the CSX Railroad Bridge over Interstate 4 is being rebuilt. As such, a portion of the transmission line will need to be relocated approximately 300 feet to the north of its current location. Following completion of construction of the Railroad Bridge, which will take 2 to 3 years, the line will then be relocated back to its original location pursuant to a separate agreement that is not included within the scope of this bid.

On September 4, 2020, the City's Purchasing Department issued Invitation to Bid No. 0269 seeking qualified, experienced electrical transmission contractors to perform a relocation of a portion of an existing 230 kV transmission line. The City received responses from the three (3) vendors listed below.

Contractor	Location	Bid
SPE Utility Contractors FD, LLC	Jacksonville, FL	\$229,998.76
Pike Electric LLC	Mt. Airy, NC	\$628,421.53
Service Electric Company	Leesburg, FL	\$680,828.75

Upon evaluation by staff, SPE was selected as the most responsive, responsible bidder with the lowest price capable of providing the service in accordance with the City's Bid Specifications. Upon City Commission approval, SPE will commence work on or about January 4, 2021. The work is expected to be completed within a one week period. SPE will perform all services pursuant to the terms and conditions set forth in the City's Bid Specifications. The total cost for the work is \$229,998.76, which includes management of the project, construction equipment, tools, labor, supervision and field services. However, FDOT will be fully reimbursing the City for the relocation expenses.

It is recommended that the City Commission approve this Agreement with SPE 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

230 kV TRANSMISSION LINE RELOCATION

For

LAKELAND ELECTRIC

SEPTEMBER 4, 2020

BID NO. 0269

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. – Friday – September 25, 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 SERVICES OF A QUALIFIED, EXPERIENCED ELECTRICAL TRANSMISSION LINE CONTRACTOR TO PROVIDE ALL REQUIRED ADMINISTRATION AND MANAGEMENT, CONSTRUCTION EQUIPMENT AND TOOLS, LABOR, AND SUPERVISION AND FIELD SERVICES FOR THE RELOCATION OF A PORTION OF AN EXISTING 230 kV TRANSMISSION LINE FOR THE CITY OF LAKELAND DEPARTMENT OF ELECTRIC UTILITIES. MATERIALS WILL BE OWNER-FURNISHED. THE PROJECT CONSISTS OF APPROXIMATELY 915 FEET OF TRANSMISSION LINE RELOCATED ON THE CITY OF LAKELAND'S INTERSTATE TO WEST 230 kV LINE. THE BIDS SUBMITTED AND THE CONTRACT, IF AWARDED, SHALL BE IN COMPLETE ACCORDANCE WITH, WITHOUT LIMITATION, THIS INVITATION TO BID, THE PROJECT BIDDING DOCUMENTS, SPECIFICATIONS AND DRAWINGS, AND ALL CODES, REQUIREMENTS AND REGULATIONS REFERENCED THEREIN.

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** 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 **September 18, 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.**

FLORIDA PUBLIC RECORDS LAW

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

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

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

EXPARTE COMMUNICATION

Please note that to insure the proper and fair evaluation of a bid, the City of Lakeland prohibits exparte communication (i.e., unsolicited) initiated by the Bidder to the City Official or Employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City

will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bids. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid then in evaluation or any future bid.

BONDING

A certified check or bid bond shall accompany each bid. The certified check or bid bond shall be for an amount not less than five percent (5%) of the bid price and shall be made payable to the Owner as a guarantee that the Bidder will not withdraw for a period of sixty (60) days after bid closing time.

In the event the contract is awarded to the Bidder, he/she will, within ten (10) days thereafter, enter into a written contract with the City of Lakeland, or accept a City of Lakeland purchase order. The successful Bidder shall also furnish within ten (10) days; a **PUBLIC CONSTRUCTION BOND IN COMPLETE ACCORDANCE WITH SECTION 255.05 OF THE FLORIDA STATUTES** in an amount equal to the contract price as a guarantee of good faith that the Bidder will execute the work in accordance with the terms of the contract and that the Bidder shall make payments for all labor, material and supplies used directly or indirectly for the work. Failure to do so will constitute forfeiture of the bid security as liquidated damages.

The Public Construction Bond shall be secured from and countersigned by an agency of a surety company recognized in good standing, licensed and authorized to do business in the State of Florida and found to be acceptable to the City of Lakeland.

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. 0269 – 230kV Transmission Line Relocation for Lakeland Electric**" 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

**SECTION 00200 (00 21 00):
INSTRUCTIONS TO BIDDERS**

1. GENERAL. Bids are requested by the City of Lakeland, Florida, hereinafter referred to as the "Owner."

This bid is for construction work which will be incorporated in the Owner's 230 kV transmission system. Section 16301 of the contract documents defines the scope of the work to be included in the bid.

2. BIDDER QUALIFICATIONS. In order for their bids to be considered, bidders must demonstrate that they are qualified to satisfactorily perform the specified work. The bidder shall submit written evidence of his qualifications to the Owner with the bid submittal. Such evidence shall include all information necessary to certify that the bidder:

Is properly licensed under State of Florida statutes;

Maintains a permanent place of business;

Has available the necessary construction plant and equipment to do the work;

Has technical knowledge and practical experience in work of the type specified;

Has available the project management organization and qualified manpower to do the work;

Has available the expertise for scheduling the work to meet the scheduling documentation requirements of the bidding documents;

Has available and maintains a quality assurance/quality control program appropriate for the size and complexity of the work;

Has adequate financial status to meet the financial obligations;

Has no just or proper claims pending against him or his work; and

Has constructed five or more facilities of equal or greater size, complexity, and magnitude, having equal or more complex design requirements. The evidence shall consist of a listing of the facilities indicating the owner's name, telephone number, location, approximate dollar value, type of facilities, date of completion, and the size and operating conditions of major equipment. The listing shall be specially prepared for this particular bidding and shall list only those facilities meeting the above requirements.

3. SPECIFICATIONS AND DOCUMENTS. Prospective bidders may obtain copies of the bid documents and drawings as stated in the Invitation to Bid.

Additional copies will not be available, nor will copies be sent to subcontractors or material suppliers.

**SECTION 00200 (00 21 00):
INSTRUCTIONS TO BIDDERS**

4. BIDS. An original and three copies of each bid are to be prepared and submitted in accordance with these Instructions to Bidders and the Invitation to Bid. Bids which are not prepared and submitted in accordance with these instructions may imply that the bidder does not intend to comply with all of the contract conditions and such bids may be considered irregular.

4.1 Preparation. Bids shall be carefully prepared using the separate bidding forms issued with the bid document package. Return of the bound copy of the specifications and documents will not be required.

Entries on the bid and bid supplement forms should be typed, using dark black ribbon, or legibly written in dark ink. All prices shall be stated in words and figures except where the forms provide for figures only.

The bidder shall acknowledge receipt of all addenda issued for the specifications and documents.

4.2 Exceptions. Each bidder shall list in the space provided on the Bid Form all exceptions or conflicts between his bid and the specifications and documents. If more space is required for this listing, additional pages may be added. Failure to note any exceptions or clarifications shall be construed as a total compliance bid. If the bidder takes no exceptions, he shall write "None" in the space provided. Bids which do not comply with this requirement may be considered irregular and may be rejected at the discretion of the Owner. In case of conflicts not stated as directed, the requirements of the specifications and documents shall govern.

If the bidder takes exception, all such exceptions shall be specific in nature and carefully referenced to the applicable page number, article number, and article title of the specifications and documents. If the bidder proposes deletion of specification language and substitution of revised language, such deletion and substitution shall be carefully presented by typing complete paragraphs or articles of the original specification language and incorporating the substitute language. Proposed deletions shall be set off by brackets, thus: [delete this language], and proposed substitute language shall be indicated by underlining, thus: substitute this language. Exceptions which are general, which make reference to the bidder's standard terms and conditions, or which make reference to the bidder's descriptive information as a whole will not be acceptable. Bids which do not comply with these requirements for the presentation of exceptions may not be acceptable and may be rejected.

If a bid includes express or implied exceptions that are not listed as required, the requirements of the specifications and documents shall govern. The bidder shall not alter any part of the specifications and documents in any way, except by stating his exceptions.

4.3 Signatures. Each bidder shall sign the bid with an authorized signature and shall give his full business address. The bidder's name stated on the bid shall be the exact legal name of the firm. The names of all persons signing should also be typed or printed below the signature.

**SECTION 00200 (00 21 00):
INSTRUCTIONS TO BIDDERS**

Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the general partners or other authorized representative. A complete list of the partners should be included with the bid.

Bids by a corporation shall be signed in the official corporate name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation.

A bid by a corporation which is signed by a person who affixes to his signature the word "president," "secretary," "agent," or other designation, without disclosing his principal, may be rejected. Satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished. Bidding corporations should designate the state in which they are incorporated and the address of their principal office.

4.4 Submittal. Bids shall be submitted in complete accordance with the bid submittal instructions as contained in the Invitation to Bid.

A single proprietary interest should not submit multiple bids for the same work even though the individual bids are submitted under different names. The Owner reserves the right to reject all bids so submitted.

4.4 Withdrawal. Bids may be withdrawn, altered, and resubmitted at any time before the time set for receiving the bids. Bids may not be withdrawn, altered, or resubmitted within the number of days after bid closing time as stated in the Invitation to Bid.

5. INFORMATION TO BE SUBMITTED WITH BID. Each bidder should submit with his bid pertinent information concerning proposed construction organization and data to support any proposed alternate bid.

5.1 Contractor's Field Organization. Each bidder should submit with his bid an organization chart showing the names of field management, supervisory, and technical personnel, and the details of the management, supervisory, and technical organization which he proposes to use for this project. The successful bidder's organization will be subject to the review and acceptance of the Owner. The experience record of the Contractor's field superintendent and other key personnel shall be submitted with the bid.

5.2 Alternate Bid Data. In addition to the information submitted on the bid and bid supplement forms, each bidder should submit all drawings, supplementary descriptive information, and equipment and material data necessary to describe completely any alternate proposed by the bidder to the design contained in the bid documents. The bidder should attach such supplementary information to each copy of the bidding documents submitted.

**SECTION 00200 (00 21 00):
INSTRUCTIONS TO BIDDERS**

Alternates shall be based on new equipment and materials which comply with specifications and documents in every respect unless the bidder takes specific exception as provided hereinbefore. If alternate equipment or materials are indicated in the bid, it shall be understood that the Owner will have the option of selecting any or all of the alternates so indicated and such selection shall not be a cause for extra compensation or extension of time.

6. BONDING. Each bid shall be accompanied by a bid guarantee in the form of a certified check or a Bid Bond as stipulated in the Invitation to Bid.

In the event the bidder is awarded this Contract, a Public Construction Bond will also be required as stipulated in the Invitation to Bid. The cost of the bond shall be included in the firm lump sum bid price. A Power of Attorney, certified to include the date of execution of the bond, evidencing the authority of the individual executing the bond on behalf of the surety shall accompany the bond.

7. LOCAL CONDITIONS. Each bidder should visit the site of the work and thoroughly inform himself of all conditions and factors which would affect the prosecution and completion of the work, including, but not limited to, the arrangement and condition of existing or proposed structures affecting or which are affected by the proposed work; the procedure necessary for maintenance of uninterrupted operation; the availability and cost of labor; and facilities for transportation, handling, and storage of materials and equipment.

It must be understood and agreed that all such factors have been properly investigated and considered in the preparation of every bid submitted. No claims for financial adjustment to any contract awarded for the work will be permitted by the Owner which are based on the lack of such prior information or its effect on the cost of the work.

8. INTERPRETATION AND ADDENDA. If any prospective bidder is in doubt as to the true meaning of any part of the proposed contract documents, he may contact the Consulting Engineer or the Owner for an interpretation, as specified in the Invitation to Bid. Any interpretation of the proposed documents will be made only by addendum transmitted to each party receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the proposed documents.

It shall be the bidder's responsibility to advise the Owner of conflicting requirements, disputes with the specifications and documents, or omissions of information which require clarification, in accordance with the requirements of the Invitation to Bid.

9. DOMESTIC MATERIALS. The bidder's attention is directed to the General Conditions article entitled SOURCE OF MATERIALS regarding use of domestic materials.

10. BID PRICING. Firm price bids shall be submitted.

**SECTION 00200 (00 21 00):
INSTRUCTIONS TO BIDDERS**

11. TAXES, PERMITS, AND LICENSES. The bidder's attention is directed to the General Conditions regarding taxes, permits, and licenses. Each bidder shall be responsible for determining the applicable taxes, permits, and licenses. If the bidder is in doubt as to whether or not a tax, permit, or license is applicable, he shall clarify the question with the Owner prior to bid submittal.

12. TIME OF COMPLETION. Time is of the essence for this contract. The bid shall be based upon completion of the work in accordance with the specified schedule. It will be necessary that the bidder satisfy the Owner of his ability to complete the work within the stipulated time.

13. WORK SCHEDULE. The bidder shall describe their anticipated work schedule (length of work shifts, number of days per week) in Supplement 3 to the Bid Form.

END OF SECTION

**SECTION 00400 (00 41 00):
BID FORM**

230 KV TRANSMISSION LINE RELOCATION

BID NO. 0269

This Bid shall remain valid for 60 days from date of opening.

Company Name (Bidder): _____

Company Address: _____
_____, _____ Zip _____

Company Phone: (_____) _____

Company Fax: (_____) _____

The following Bid is in strict accordance with the City of Lakeland Invitation to Bid No. 0269, dated September 4, 2020, and all attachments as referenced therein.

The undersigned Bidder, having read and examined the specifications and associated contract documents for the above designated construction which will be incorporated in the Owner's 230 kV Transmission Line System, does hereby bid to perform the work as set forth in this Bid. All prices stated herein are firm and shall not be subject to adjustment.

The Bidder hereby declares that the following list states any and all variations from and exceptions or clarifications to the requirements of the contract documents and that, otherwise, it is the intent of this Bid that the work will be performed in strict accordance with the contract documents (or indicate if a supplemental sheet of clarifications or exceptions is attached: ___ Yes ___ No):

Note: Failure to note any exceptions or clarifications shall be construed as a total compliance statement.

**SECTION 00400 (00 41 00):
BID FORM**

The following bid is FOB site installed with full freight allowed.

1. TOTAL FIRM PRICE. The Bidder hereby bids to furnish equipment and labor and supervision, construction tools and equipment, and temporary protection and construction services as required to perform the 230 kV Transmission Construction work, complete, including overhead and profit.

For bid purposes it is assumed that outages (daily or longer) will be granted when working on or in the vicinity of existing 230 kV or 69 kV transmission lines (de-energized construction), and that outages will not be granted when working on or in the vicinity of existing 12 kV distribution lines (energized construction).

1. TOTAL FIRM PRICE CONTINUED:

_____ \$ _____
(Total Firm Price in Words)

1.A List Mobilization and Demobilization charge due to contract delay

_____ \$ _____
(Total Firm Price in Words)

1.A In the unlikely event of a contract delay, describe below (or on a supplemental attachment) when and how Mobilization and Demobilization charges would be applied?

1.B List the total additional cost of the insurance as required for this Bid which is included in the Total Firm Price Item 1 above.

_____ \$ _____
(Price in Words)

**SECTION 00400 (00 41 00):
BID FORM**

1.C List the total bonding expenses as required for this Bid which is included in the Total Firm Price Item 1 above.

_____ \$ _____
(Price in Words)

1.D Indemnification Expenses. List the total amount included in Total Firm Price Item 1 above for acceptance of the City of Lakeland Hold Harmless / Indemnification clause. (Minimum amount shall be \$100.00)

_____ \$ _____
(Price in Words)

2. UNIT ADJUSTING PRICES. The following unit prices may be used to adjust the Total Firm Price Item 1 (additions or deletions) in accordance with the applicable requirements of the General Conditions, to compensate for modifications to the work performed in accordance with the technical specifications. Each unit adjustment price is the total cost of the specific unit of work to be billed to the Owner for additions or to be deducted from the Contract amount for deletions. Each unit price is a firm price, and includes furnishing and installing complete, the specific unit designated; and includes all associated costs and overhead and profit mark-up.

The Bidder understands that unit prices may only apply for minor modifications to the work that result in a change to the Contract price of less than \$25,000 (addition or deduction). Modifications resulting in price revisions in excess of \$25,000 may be negotiated on an individual basis at the Owner’s option. The unit adjustment prices quoted may be a major consideration in the bid evaluations.

2.1 Installations.

<u>Unit #</u>	<u>Unit Adjustment Price</u>	<u>\$ Price</u>
I 1	Install 1-1/2” square Anchor Lead Section and guy adapter; each	
I 2	Install 1-1/2” square 5-foot Anchor Extension; each (Three extensions to be installed at each pole under the Lump Sum Price.)	
I 3	Install additional 5/8” x 8’ ground rod.	
I 4		

SECTION 00400 (00 41 00):
BID FORM

3. ADDITIONAL SERVICES. Not included in the Unit Adjusting Prices, and added (over and above) or deducted from the written scope of work shall be subject to a cost plus ___ percent, and shall be substantiated with paid invoices.

Note: This is a firm total bid contract. The cost plus rate for additional firm services will only be utilized for services outside of the written scope of work and with prior Owner approval in writing.

The Bidder has completed and attached BID FORM SUPPLEMENT 1 to be used in determining the cost for additional services, including: a complete listing of hourly Labor rates by Classification, for both straight time and overtime; and a listing of the Construction Equipment to be used in the performance of the work, with associated hourly rates.

- 3.1 Additional Materials. Additional materials not included in the Unit Adjusting Prices and over and above the written scope of work shall be billed at cost plus ___ percent and shall be substantiated with paid invoices.
- 3.2 Restocking Charges for deletions or changes of quantities or materials:
- (a) Specialty Items: Shall be credited at cost less ___ percent.
- (b) Standard Items (off-the-shelf materials not specifically engineered for this project): Shall be credited at cost less ___ percent.
4. SUBCONTRACTORS. The Bidder proposes that he will perform the majority of the work at the project site with his own forces and that specific portions of the work not performed by the Bidder will be subcontracted to the subcontractors listed on the attached completed BID FORM SUPPLEMENT 2.
5. REQUESTED DATA. The Bidder has provided additional data as requested for consideration in evaluation of the bid, including the following:
- 5.1 Bidder Qualifications (as described in the Instructions to Bidders): Pertinent information as to the qualifications and experience of the Bidder to perform the work.
- 5.2 Contractor's Field Organization (as described in the Instructions to Bidders): Information to address management, supervision, quality assurance, safety, scheduling, and other aspects of the proposed field organization.

As a responsive Bidder I have attached all required data as requested above and as specified elsewhere in the Bid Documents: ___ Yes ___ No.

**SECTION 00400 (00 41 00):
BID FORM**

Note: If “No” is checked, please explain; failure to comply with specification requirements may be cause for bid disqualification.

6. SCHEDULE. Work can be started in ____ calendar days after notification of award. Work can be substantially complete in ____ calendar days after notification of award. More detail is shown in the Schedule of Activities completed and included as BID FORM SUPPLEMENT 3.
7. TERMS OF PAYMENT. Terms of payment offered, if different from City of Lakeland standard of payment Net-45; discounts for early payment may be considered:

-
-
8. ADDENDA. The Bidder acknowledges receipt of the following addenda, which have been considered in preparing this Bid.

Number _____ Dated _____
Number _____ Dated _____
Number _____ Dated _____
Number _____ Dated _____

9. CONTRACTOR LICENSE DATA. The Bidder certifies that he is licensed to engage in construction contracting by the State of Florida for the work under these Specifications and documents.

State license number _____

License classification _____

10. DECLARATION AND SIGNATURES. The undersigned Bidder hereby declares that only the persons or firms interested in the Bid as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company, or parties likewise submitting a bid; and that it is in all respects for and in good faith, without collusion or fraud.

If this Bid is accepted, the undersigned agrees to submit drawings and engineering data in accordance with Section 16301 Article 1.07 and to perform the work in accordance with the specified schedule. The undersigned fully understands that the time of completion of the work is vital to the completion of the project and is a basic consideration of the Contract.

**SECTION 00400 (00 41 00):
BID FORM**

If written notice of the acceptance of this Bid is delivered to the undersigned within the number of days after bid closing time, as stated in the Invitation to Bid, or any time thereafter before this Bid is withdrawn by the Bidder, the undersigned will, within ten (10) days after presentation of the document for signature, execute and deliver to the City of Lakeland, Florida, a contract in a form similar to the Sample Contract Agreement attached, complete with acceptable bond.

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. All bid submittal information may be used for bid evaluation. The bid may be awarded based on various considerations, including but not limited to: bidder experience and/or qualifications, quality of materials, services or goods, past experience, administrative cost, standardization, and the City reserves the right to accept all or part, or to decline the whole; and to award the bid to one (1) bidder. There is no obligation to buy. The bid, if awarded will be in the judgment of the City the most responsive to the City's needs. The City of Lakeland encourages the use of minority and women-owned business as subcontractors, or in joint venture arrangements. I further understand that the City is authorized by resolution 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.

Dated at _____ this _____ day of _____, 20_____.

Bidder _____

(SEAL)

By _____

(Signature)

(Printed or typed)

Title _____

Attest:

Complete Business Address

**SECTION 00400 (00 41 00):
BID FORM**

of Bidder _____

State of Incorporation _____

Complete Address of
Principal Office _____

Name, Telephone and e-mail of Person
to Contact Regarding this Bid. _____

Telephone (_____) _____

SUPPLEMENT 1

S1.1 Hourly Rates for each Classification of Labor, when utilized for Additional Services, shall be as listed below:

<u>Classification</u>	<u>Straight Time</u>	<u>Overtime</u>
_____	\$ _____ /hr	\$ _____ /hr
_____	\$ _____ /hr	\$ _____ /hr
_____	\$ _____ /hr	\$ _____ /hr
_____	\$ _____ /hr	\$ _____ /hr
_____	\$ _____ /hr	\$ _____ /hr
_____	\$ _____ /hr	\$ _____ /hr
_____	\$ _____ /hr	\$ _____ /hr
_____	\$ _____ /hr	\$ _____ /hr
_____	\$ _____ /hr	\$ _____ /hr
_____	\$ _____ /hr	\$ _____ /hr

S1.2 Hourly Rates for each Type of Construction Equipment, when utilized for Additional Services, shall be as listed below:

<u>Type</u>	<u>Rate</u>
_____	\$ _____ /hr
_____	\$ _____ /hr
_____	\$ _____ /hr
_____	\$ _____ /hr
_____	\$ _____ /hr
_____	\$ _____ /hr
_____	\$ _____ /hr
_____	\$ _____ /hr
_____	\$ _____ /hr
_____	\$ _____ /hr

SUPPLEMENT 2

S2.1 The Bidder proposes to use the following Subcontractors in the performance of the work:

<u>Work Subcontracted</u> <u>Type of Craft</u>	<u>Name/Address/Phone Number</u> <u>of Subcontractor</u>
<hr/>	<hr/> <hr/> <hr/> <hr/>
<hr/>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<hr/>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

SECTION 00500 (00 50 00)
FORM OF AGREEMENT

SAMPLE CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT, is made and entered into this _____ day of _____, 2018, by and between the CITY OF LAKELAND, FLORIDA, hereinafter called "Owner" and _____, hereinafter called "Contractor".

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared specifications, plans and other contract documents as further defined in BID NO. 0269 ("Specification") and

WHEREAS, the Contractor has submitted to the Owner a Bid in accordance with the terms of said Specification; and

WHEREAS, the Owner has determined and declared the aforesaid Contractor to be the best evaluated bidder for the said work and has duly awarded to the Contractor a contract therefor, for the sum or sums named herein;

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor, and of the mutual agreements wherein contained, the parties hereto have agreed, and hereby agree, as follows:

ARTICLE I. That the Contractor shall enter in a Contract for the construction of transmission and distribution lines as specified and required in accordance with the provisions of the contract documents which are attached and made a part hereof (and including subsequent amendments to the contract documents, even though such amendments are not attached hereto), and shall execute and complete all work included in and covered by the Owner's official award of this Contract Agreement to the said Contractor. The contract documents are as set forth in Section GC.1 of the Specification.

ARTICLE II. That the Owner shall pay to the Contractor for the work and materials embraced in this Contract Agreement and Contractor will accept as full compensation therefor, the sum (subject to adjustments as provided by the contract documents) of _____ (\$ _____) for all work and material covered by and included in the Bid and designated in the foregoing Article I; payment to be made in cash or its equivalent in the manner provided in the Specifications attached hereto.

ARTICLE III. That time is of the essence of this Contract Agreement, and that the Contractor shall proceed with the specified work and shall conform to the schedule specified in the contract documents.

ARTICLE IV. In order to induce the Owner to enter into this Contract Agreement, the Contractor makes the following representations:

4.1 The Contractor has familiarized himself with the nature and extent of the contract documents, the work, the locality, and all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect the cost, progress, or performance of the work.

4.2 The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the contract documents.

4.3 The Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the contract documents and the written resolution thereof by the Owner is acceptable to the Contractor.

ARTICLE V. No assignment by a party hereto of any rights under, or interests in, the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such consent (except to the extent that the effect of the restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

ARTICLE VI. This Contract Agreement shall be governed by and construed in accordance with the law of the State of Florida. Venue for any action brought pursuant to this Contract Agreement shall be Polk County, Florida, or the U.S. District Court, Middle District of Florida.

This Contract Agreement will be effective on the date first written above.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Agreement to be executed by the authorized representative indicated below.

OWNER:

CONTRACTOR:

CITY OF LAKELAND

BY: _____

BY: _____

ATTEST: _____

ITS: _____

APPROVED AS TO FORM AND CORRECTNESS: _____

END OF SECTION

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**SECTION 00700 (00 72 00):
GENERAL CONDITIONS**

GC.1 CONTRACT DOCUMENTS. It is understood and agreed that the Invitation to Bid; Instructions to Bidders; Bid, Bid Data; Contract Agreement; Public Construction Bond; General Conditions; Special Conditions; Specifications, Drawings, Addenda, and Change Orders issued by the Owner or the Engineer; and Specifications and Engineering Data furnished by the Contractor and accepted by the Owner, are each included in this Contract and the work shall be done in accordance therewith. In the event of conflict among the contract documents, they shall be given priority as follows:

1. Contract Agreement and Addenda to Contract Agreement;
2. Change Orders issued by Owner;
3. General Conditions;
4. Special Conditions;
5. Specifications;
6. Drawings;
7. Addenda;
8. Instructions to Bidders;
9. Invitation to Bid;
10. Public Construction Bond;
11. Bid;
12. Bid Data; and
13. Specifications and Engineering Data furnished by Contractor.

GC.2 DEFINITIONS. Words, phrases, or other expressions used in these contract documents shall have meanings as follows.

1. "Contract" or "contract documents" shall include the items enumerated above under CONTRACT DOCUMENTS.
2. "Owner" shall mean the City of Lakeland, Florida or its Engineer.
3. "Contractor" or "Principal" shall mean the corporation, company, partnership, firm, or individual who has entered into this Contract for the performance of the work covered thereby, and its, his, or their duly authorized representatives.
4. "Subcontractor" shall mean and refer only to a corporation, partnership, or individual having a direct contract with the Contractor for performing work covered by these contract documents.
5. "Engineer" shall mean the Owner's employee Engineer.

**SECTION 00700 (00 72 00):
GENERAL CONDITIONS**

6. "Project Field Manager" shall mean the representative resident at the site of the work and designated by the Owner and the Engineer to be in charge of the project administration and field management of the work under this Contract.
7. "Date of Contract," or equivalent words, shall mean the date written in the first paragraph of the Contract Agreement.
8. "Day" or "days," unless herein otherwise expressly defined, shall mean a calendar day or days of 24 hours each.
9. "The work" shall mean the equipment, supplies, materials, labor, and services to be furnished under the Contract and the carrying out of all obligations imposed by the contract documents.
10. "Drawings" shall mean all (a) drawings furnished by the Owner as a basis for bids, (b) supplementary drawings furnished by the Owner to clarify and to define in greater detail the intent of the contract drawings and specifications, (c) drawings submitted by the successful bidder with his bid, provided such drawings are acceptable to the Owner, (d) drawings furnished by the Owner to the Contractor during the progress of the work, and (e) engineering data and drawings submitted by the Contractor during the progress of the work, provided such drawings are acceptable to the Engineer.
11. Whenever in these contract documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Owner or Engineer is intended only to the extent of judging compliance with the terms of the contract; none of these terms shall imply that the Owner or the Engineer has any authority or responsibility for supervision of the Contractor's forces or construction operations, such supervision and the sole responsibility therefor being strictly reserved for the Contractor.
12. Similarly, the words "approved," "reasonable," "suitable," "acceptable," "proper," "satisfactory," or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Owner or Engineer, to the extent provided in "11" above.
13. Whenever in these contract documents the expression "it is understood and agreed" or an expression of like import is used, such expression shall mean the mutual understanding and agreement of the parties executing the Contract Agreement.
14. "Official acceptance" shall mean the Owner's written acceptance of all work performed under this Contract, based on the Project Field Manager's final inspection and issuance of a final payment certificate.
15. "Initial operation" shall mean the first energized operation of the complete transmission line and supporting equipment in service or available for service.
16. "Commercial operation" shall mean the condition of operation in which the complete transmission line is officially declared by the Owner to be available for continuous operation at variable loads up to and including rated capacity.

**SECTION 00700 (00 72 00):
GENERAL CONDITIONS**

GC.3 EXECUTION OF CONTRACT. The contract documents will be submitted to the Contractor and the Contractor shall execute the Contract Agreement, and submit all copies to the Owner. The date of contract on the Contract shall be left blank for filling in by the Owner.

The Owner will execute all copies, insert the date of Contract, and distribute the copies.

GC.4 LEGAL ADDRESSES. All notices, letters, and other communication to the Contractor will be mailed or delivered to either the Contractor's business address listed in the Bid or the Contractor's office in the vicinity of the work, with delivery to either of these addresses being deemed as delivery to the Contractor. The address of the Owner is hereby designated as the place to which all notices, letters, and other communication to the Owner shall be mailed or delivered. Either party may change his address at any time by an instrument in writing delivered to the Engineer and to the other party.

GC.5 SCOPE AND INTENT OF CONTRACT DOCUMENTS. The various parts of the contract documents are intended to supplement but not necessarily duplicate each other. Any work exhibited in one part and not in another shall be executed as if it had been set forth in all parts, so that the work will be constructed according to the complete design as determined by the Engineer.

Should anything necessary for a clear understanding of the work be omitted from the contract documents, or should the requirements appear to be in conflict, the Contractor shall secure written instructions from the Engineer before proceeding with the work affected thereby. It is understood and agreed that the work shall be performed according to the true intent of the contract documents.

GC.6 INDEPENDENT CONTRACTOR. The relationship of the Contractor to the Owner shall be that of an Independent Contractor.

GC.7 ASSIGNMENT AND SUBCONTRACTING. The Contractor shall not assign or subcontract the work, or any part thereof, without the prior written consent of the Owner, nor shall he assign, by power of attorney or otherwise, any of the money payable under this Contract unless written consent of the Owner has been obtained. No right under this Contract, nor claim for any money due or to become due hereunder shall be asserted against the Owner, or persons acting for the Owner, by reason of any so-called assignment of this Contract or any part thereof, unless such assignment has been authorized by the written consent of the Owner. In case the Contractor is permitted to assign monies due or to become due under this Contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of the work.

Should any subcontractor fail to perform in a satisfactory manner, the work undertaken by him, his subcontract shall be immediately terminated by the Contractor upon notice from the Owner. The Contractor shall be as fully responsible and accountable to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Owner.

**SECTION 00700 (00 72 00):
GENERAL CONDITIONS**

GC.8 ORAL STATEMENTS. It is understood and agreed that the written terms and provisions of this agreement shall supersede all oral statements of representatives of the Owner, and oral statements shall not be effective or be construed as being a part of this Contract.

GC.9 REFERENCED STANDARDS. Reference to the standards of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard, code, specification, or tentative standard adopted and published at the date of taking bids, unless specifically stated otherwise.

GC.10 SOURCE OF MATERIALS. To the extent practicable and economical, the Owner prefers that the materials and equipment (including components thereof) furnished under these Specifications be produced, processed, manufactured, and assembled within the United States of America. Substitution of foreign materials for domestic materials shall be clearly stated in the Bid.

GC.11 CONTRACTOR TO CHECK DRAWINGS AND LISTS. The Contractor shall check all dimensions, elevations, and quantities indicated on the drawings and lists furnished to him by the Engineer. The Contractor shall notify the Engineer of any discrepancy between the drawings and the conditions at the site, or any error or omission in the drawings, or in the layout as given by stakes, points, or instructions, which he may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the drawings or other contract documents. Full instructions will be furnished by the Engineer should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

GC.12 FIGURED DIMENSIONS TO GOVERN. Dimensions and elevations indicated on the drawings shall be accurately followed even though different from scaled measurements. No work indicated on the drawings, the dimensions of which are not indicated, shall be executed until necessary dimensions have been obtained from the Engineer.

GC.13 NO WAIVER OF RIGHTS. Neither the inspection by the Owner or Engineer or any of their officials, employees, or agents, nor any order by the Owner or Engineer for payment of money, or any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

GC.14 AUTHORITY OF THE ENGINEER. To prevent delays and disputes, and to discourage litigation, it is agreed by the parties to this Contract that the Engineer shall determine the quantities of work which are to be paid for under the Contract and shall determine all questions in relation to the work.

If, in the opinion of the Contractor or the Owner, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract, either party may file with the Engineer and the other party to the Contract, within thirty (30) days after receipt of the decision, a written

**SECTION 00700 (00 72 00):
GENERAL CONDITIONS**

objection to the decision. Failure to file an objection within the allotted time will be considered acceptance of the Engineer's decision and the decision shall become final and conclusive. The Engineer's decision and the filing of the written objection thereto shall be a condition precedent to the right to start action in court.

It is the intent of this agreement that there shall be no delay in the execution of the work and the decision of the Engineer as rendered shall be promptly observed.

GC.15 ENGINEERING INSPECTION. The Owner may appoint (either directly or through the Engineer) such inspectors as the Owner deems proper to inspect the materials furnished and the work performed for compliance with the contract documents. The Contractor shall furnish all reasonable assistance required by the Engineer, or inspectors, for the proper inspection of the work. Should the Contractor object to any order given by any inspector, the Contractor may make written appeal to the Engineer for a decision.

Inspectors shall have the authority to reject work which is unsatisfactory, faulty, or defective or does not conform to the requirements of the contract documents. Inspection shall not relieve the Contractor from any obligation to construct the work strictly in accordance with the contract documents. Work not so constructed shall be removed and replaced by the Contractor at his own expense.

GC.16 CONTRACT TERMINATION--CONTRACT DEFAULT. If the work to be done under this Contract is abandoned by the Contractor; or if this Contract is assigned by him without the written consent of the Owner; or if the Contractor is adjudged bankrupt; or if a general assignment of his assets is made for the benefit of his creditors; or if a receiver is appointed for the Contractor or any of his property; or if at any time the Engineer certifies in writing to the Owner that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this Contract, or that he is executing the same in bad faith or otherwise not in accordance with the terms of said contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion may be extended; then the Owner may serve written notice upon the Contractor and his surety of the Owner's intention to terminate this Contract. Unless within five (5) days after the serving of such notice, a satisfactory arrangement is made for continuance, this Contract shall terminate. In the event of such termination, the surety shall have the right to take over and complete the work, provided that if the surety does not commence performance within ten (10) days, the Owner may take over and prosecute the work to completion, by contract or otherwise. The Contractor and his surety shall be liable to the Owner for all excess cost sustained by the Owner by reason of such prosecution and completion. The Owner may take possession of, and utilize in completing the work, all materials, equipment, tools, and plant on the site of the work.

GC.17 BEGINNING, PROGRESS, AND COMPLETION OF THE WORK. The time of completion is a basic consideration of this Contract. Unless otherwise specified in these contract documents or advised by written order of the Owner, the Contractor shall begin work within ten (10) days after the date of Contract. The work shall be prosecuted to completion in accordance with the specified schedule, subject to adjustment as provided in these contract documents.

**SECTION 00700 (00 72 00):
GENERAL CONDITIONS**

Prior to commencement of work, a detailed construction schedule shall be prepared by the Contractor and submitted to the Owner for review. The schedule shall contain the various activities required to perform the work and the dates the activities will be started and completed in order to complete the work in accordance with the specified schedule requirements. The Contractor is responsible for determining the sequence and time estimates of the detailed construction activities. However, the Owner reserves the right to require the Contractor to modify any portion of the schedule the Owner determines to be impracticable or unreasonable; as required to coordinate the Contractor's activities with those of other contractors, if any, engaged in work for the Owner on the site; to avoid undue interference with the Owner's operations; and to assure completion of the work by the date or dates stipulated. Upon acceptance by the Owner of the Contractor's detailed construction schedule, the Contractor will be responsible for maintaining such schedule.

If at any time the Contractor's work is behind schedule, he shall immediately put into effect definite procedures for getting the work back on schedule. The procedures shall be subject to review and modification by the Owner and/or the Engineer.

GC.18 HINDRANCES AND DELAYS. The Contractor expressly agrees that in undertaking to complete the work within the time specified, he has made allowances for all hindrances and delays which might usually be expected to occur in performing the work. No claims shall be made by the Contractor for such hindrances and delays.

If the Contractor experiences hindrances and delays which, in his opinion, are not usually to be expected in the performance of the work and which affect the performance of the work, he may request an extension of time. Such hindrances and delays may include, but not be limited to, acts or failure to act by the Owner or other contractors employed by the Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God. Claims by the Contractor for any change in the Contract due to such hindrances and delays shall be made in accordance with the requirements of Article GC.22, CHANGES TO THE CONTRACT. The Contractor shall use all reasonable means to minimize the extent of the delay.

GC.19 SUSPENSION OF WORK. The Owner reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the Contract.

Suspension or reinstatement of the work will be by written notice to the Contractor from the Owner.

Suspension of work shall not automatically entitle the Contractor to additional compensation or a change in the Contract time; however, the Contractor will be reimbursed for real and unavoidable direct costs incurred by him as a result of such suspension and/or the Contract will be extended as required to compensate for any delay due to such suspension. Claims by the Contractor for change of Contract time or an adjustment of the Contract price, due to work suspensions ordered by the Owner shall be made in accordance with the requirements of Article GC.22, CHANGES TO THE CONTRACT. The Contractor shall use all reasonable means to minimize the consequences of such suspension.

**SECTION 00700 (00 72 00):
GENERAL CONDITIONS**

GC.20 CANCELLATION OF WORK. The Owner reserves the right to cancel the unfinished portion of the work by giving written notice to the Contractor. In the event of cancellation, the Owner will pay the Contractor reasonable and proper cancellation costs.

Cancellation of the work shall not constitute the basis for a claim for damages or loss of anticipated profits.

The Contractor shall, after consultation with the Owner, take all reasonable steps to minimize the costs related to cancellation. The Contractor shall provide the Owner with an accounting of costs claimed, including adequate supporting information, and the Owner may, at its expense, audit the claimed costs and supporting information.

GC.21 MODIFICATIONS. The Contractor shall modify the work whenever so ordered by the Owner and such modifications shall not affect the validity of the Contract. Modifications may involve changes in the amount of the work to be performed or changes in the contract time for which appropriate changes to the Contract will be made.

Contract changes due to modifications shall be made in accordance with the requirements of Article GC.22, CHANGES TO THE CONTRACT.

GC.22 CHANGES TO THE CONTRACT. The Contract may be changed only by duly executed change orders issued by the Owner.

If, in the opinion of the Owner or the Contractor, any event or action by the other party justifies a change in the Contract, either party shall initiate with the other party, within five (5) days after such event or action, a request for a change to the Contract. All documentation required to substantiate the proposed change shall be submitted within a minimum reasonable time after initiating the request for change. Upon the parties reaching agreement regarding the proposed change, the Owner will issue a written change order therefor.

Notwithstanding the foregoing provisions requiring duly authorized change orders, in the event agreement has been reached between authorized representatives of the parties regarding the change in the Contract pending processing of such change order, the Contractor shall proceed with the work on the basis of written interim authorization from the Owner and/or the Engineer.

If the Contractor claims that any instructions, request, drawing, specifications, or other directive or action of the Owner or the Engineer constitutes a change in the Contract, but has not been authorized as such by a change order in writing by the Owner, the Contractor shall immediately request a written interim authorization and proceed without delay to perform the work in accordance with such authorization. The Contractor shall provide written notice of the claim or dispute to the Engineer and the Owner within five (5) days of the request for interim authorization. The Contractor's failure to give said written notice within the 5-day period shall constitute a waiver and relinquishment of any such claim or dispute. The Owner's written interim authorization shall not constitute approval of the claim for increased or decreased work, but shall be a condition precedent to the Contractor's right to receive payment for such work and to the Contractor's right to prosecute or maintain any proceeding to recover for such work.

**SECTION 00700 (00 72 00):
GENERAL CONDITIONS**

GC.22.1 Contract Price Changes. The contract price may be changed due to modifications which involve extra work or decreased work; or due to work suspensions, hindrances, and delays over which the Contractor has no control. Claims for changes in the Contract price shall conform to the requirements specified herein.

GC.22.1.1 Increased Price. If a change in the Contract is required due to work suspensions or delays caused by the Owner, the Contract price may be increased according to agreed firm price, agreed acceleration costs, or other demonstrable costs submitted by the Contractor and substantiated to the satisfaction of the Owner.

If a change in the Contract price is required due to a modification in the work to be done, and the modification increases the amount of the work, and the added work or any part thereof, is of a type and character which can properly and fairly be classified under one or more unit price items of the Contract, then the Contract price may be increased according to the amount actually done and at the applicable unit price. Otherwise, such work shall be paid for as hereinafter provided.

Contract price changes for modifications involving extra work will be based on agreed firm price or on agreed unit prices whenever the Owner and the Contractor agree upon such prices before the extra work is started; otherwise, payments for extra work will be based on actual direct cost plus the specified percentage allowance.

For the purpose of determining whether proposed extra work will be authorized, or for determining the payment method for extra work, the Contractor shall submit to the Engineer, upon request, a detailed cost estimate for proposed extra work. The estimate shall indicate itemized quantities and charges for all elements of direct cost. Charges for the Contractor's and subcontractor's extra profit, extra general superintendent, extra field office expense, and extra overheads shall be indicated as a percentage addition to the total estimated direct cost. Unless otherwise agreed upon by the Contractor and the Owner, such percentage additions shall be the Contractor's proposed percent for the extra work performed.

When payment for extra work is based on actual direct cost, the Contractor will be paid the actual direct cost plus an allowance of the Contractor's proposed percent for the extra work performed. The allowance will be paid as full compensation for the Contractor's and subcontractor's extra profit, extra general superintendent, extra field office expense, extra overheads, and all other elements of extra cost not defined herein as actual direct cost.

The actual direct cost shall include only those extra costs for labor and material expended in direct performance of the extra work and may include the following.

- a. The actual payroll cost of all workmen such as laborers, mechanics, craftsmen, and foremen
- b. The Contractor's or subcontractor's net cost for materials and supplies
- c. The rental charge for vehicles and construction equipment
- d. The transportation charges for equipment
- e. The charges for extra power, fuel, lubricants, water, and special services

**SECTION 00700 (00 72 00):
GENERAL CONDITIONS**

- f. The charges for extra payroll taxes, bond premiums, and insurance premiums

The form in which actual direct cost records are kept, the construction methods, and the type and quantity of equipment used shall be acceptable to the Engineer.

Construction equipment which the Contractor has on the jobsite and which is of a type and size suitable for use in performing the extra work shall be used. The hourly rental charges for equipment shall not exceed 1/2 percent of the latest applicable monthly rental rates as published by Dataquest Incorporated in its "Rental Rate Blue Book" and shall apply to only the actual time the equipment is used in performing the extra work.

When extra work requires the use of equipment which the Contractor does not have on the jobsite, the Contractor shall obtain the concurrence of the Engineer before renting or otherwise acquiring additional equipment. The rental charges for the additional equipment shall not exceed the latest applicable "Rental Rate Blue Book" published rental rates.

GC.22.1.2 Decreased Price. If a change in the Contract price is required due to a modification in the work to be done, and the modification decreases the amount of work, such decrease shall not constitute the basis for a claim for damages or anticipated profits on work affected by such decrease. Where the value of omitted work is not covered by applicable unit prices, the Engineer shall determine on an equitable basis the amount of (a) credit due the Owner for contract work deleted as a result of an authorized change, (b) allowance to the Contractor for any actual loss incurred in connection with the purchase, delivery, and subsequent disposal of materials or equipment required for use on the work as planned and which could not be used in any part of the work as actually built, and (c) any other adjustment of the contract amount where the method to be used in making such adjustment is not clearly defined in the contract documents.

Unless otherwise agreed upon by the Owner and the Contractor, the credit due the Owner for reductions in the amount of work to be done shall be the estimated direct cost of the deleted work plus an overhead allowance of the following.

- 10 percent of the estimated direct cost if the work was to have been done by the Contractor's own forces, or 15 percent of the estimated direct cost if the work was to have been done by a subcontractor
- Direct cost referred to above shall include the category of costs listed as actual direct costs, Items (a) to (f) inclusive of the article entitled Increased Price.

GC.22.2 Contract Time Changes. The contract time may be changed due to work modifications, hindrances and delays, and work suspensions over which the Contractor has no control.

Contract time will not be changed for delays caused by unfavorable weather or unsuitable ground conditions normally incident to the work, inadequate construction force, failure to place timely orders for equipment and materials, or other causes within the control of the Contractor.

**SECTION 00700 (00 72 00):
GENERAL CONDITIONS**

GC.23 LAWS AND REGULATIONS. The Contractor shall observe and comply with all federal, state, and local ordinances, laws, codes, and regulations, and all other applicable requirements of authorities having jurisdiction over the work, including but not limited to the Federal "Safety and Health Regulations for Construction" and the Safety Standards specified under Section 440.56, Florida Statutes, and shall protect and indemnify the Owner and the Owner's officers and agents, including the Engineer, against any claim or liability arising from or based upon any failure or alleged failure of the Contractor to comply with the same. The Contractor shall be familiar with the provisions of the Florida Administrative Code (FAC) as they apply to the work under this Contract.

GC.24 TAXES, PERMITS, AND LICENSES. Unless otherwise specified in these contract documents, the Contractor shall pay all sales, use, and other taxes that are lawfully assessed against the Owner or Contractor in connection with the work included in this Contract and shall obtain and pay for all licenses, permits, and inspections required for the work.

The Contractor will be compensated for any fully documented increase in tax rates, license fees, and permit fees or any new taxes, licenses, or permits imposed after the date of the Bid; provided, however, that this provision shall be limited to sales, use, and excise taxes assessed against the completed work and to licenses and permits required specifically for the proposed work.

The Owner retains the exclusive right to apply to the Florida State Department of Revenue for a refund of any Florida State Sales Tax paid by the Contractor on any portions of the work subsequently determined to be exempt from such tax.

GC.25 PATENTS. Royalties and fees for patents covering materials, articles, apparatus, devices, equipment, or processes used in the work shall be included in the contract amount. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees, and he shall be liable for any damages or claims for patent infringements. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted against the Owner for alleged infringement of any patents involved in the work and, in case of an award of damages, the Contractor shall pay such award. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled.

GC.26 MATERIALS AND EQUIPMENT. Unless specifically provided otherwise in each case, all materials and equipment furnished for permanent installation in the work shall conform to applicable standard specifications and shall be new, unused, and undamaged when installed or otherwise incorporated in the work. No such material or equipment shall be used by the Contractor for any purpose other than that intended or specified, unless such use is specifically authorized by the Owner in each case.

All required tests in connection with acceptance of source of materials shall be made at the Contractor's expense by a properly equipped laboratory of established reputation whose work and testing facilities are acceptable to the Owner. Any change in origin or method of preparation or manufacture of a material being routinely tested will require new tests. Reports of all tests shall be furnished to the Engineer or Owner in as many copies as required.

**SECTION 00700 (00 72 00):
GENERAL CONDITIONS**

GC.27 HAZARDOUS MATERIALS. As required under Federal Hazardous Communications Standards and certain state and local laws, the Contractor shall provide Material Safety Data Sheets covering all hazardous materials furnished under or otherwise associated with the work under this Contract. The Contractor shall provide the Owner with either copies of the applicable Material Safety Data Sheets or copies of a document certifying that no Material Safety Data Sheets are required under any law, regulation, statute, or ordinance in effect at the jobsite.

Hazardous materials are defined in the applicable statute which may use the terminology "toxic substances" instead of "hazardous materials." The Contractor is responsible for determining if any substance or material furnished, used, applied, or stored under this Contract is within the provisions of any applicable statute.

The Contractor shall provide written notice of the presence of hazardous materials to local fire, medical, and law enforcement agencies as required with a copy of such notice to the Owner.

The Contractor shall provide labeling of hazardous materials and training of employees in the safe usage of such materials as required under any applicable federal, state, or local law, regulation, statute, or ordinance.

GC.28 GUARANTEE. The Contractor shall guarantee the equipment, material, and workmanship furnished under this Contract to be as specified and to be free from defects for a period of one (1) year after the date of acceptance of the Work by the Owner. Upon notification, the Contractor shall promptly make all adjustments, repairs, or replacements which, in the opinion of the Engineer or Owner, arose out of defects and became necessary during the guarantee period. The cost of all materials, parts, labor, transportation, supervision, special tools, and supplies required for replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety. This guarantee shall be extended to cover all repairs and replacements furnished under the guarantee and the period of the guarantee for each such repair or replacement shall be one (1) year after the date of final payment.

If within ten (10) days after the Owner has notified the Contractor of a defect, failure, or abnormality in the work, the Contractor has not started to make the necessary repairs or adjustments, the Owner is hereby authorized to make the repairs or adjustments or to order the work to be done by a third party, the cost of the work to be paid by the Contractor. In the event of an emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs or adjustments may be made by the Owner or a third party chosen by the Owner, without advance notice to the Contractor and the cost of the work shall be paid by the Contractor or by the surety.

**SECTION 00700 (00 72 00):
GENERAL CONDITIONS**

GC.29 CLAIMS FOR LABOR AND MATERIALS. The Contractor shall indemnify and save harmless the Owner from all claims for labor and materials furnished under this Contract. When requested by the Owner, the Contractor shall submit satisfactory evidence that all persons, firms, or corporations who have done work or furnished materials under this Contract, for which the Owner may become legally liable, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained from money due the Contractor, which in addition to any other sums that may be retained will be sufficient, in the opinion of the Owner, to liquidate all such claims. Such sum will be retained until the claims as aforesaid are fully settled or satisfactorily secured. Before final acceptance of the work by the Owner, the Contractor shall submit to the Engineer in duplicate, a notarized affidavit stating that all subcontractors, vendors, persons, or firms who have furnished labor or materials for the work have been fully paid and that all taxes have been paid. A statement from the surety shall also be submitted consenting to the making of the final payment.

GC.30 FINAL INSPECTION. When the work has been substantially completed and at a time mutually agreeable to the Owner, Project Field Manager, and Contractor, the Project Field Manager will make a final inspection of the work and report to the Owner his findings as to the acceptability and completeness of the work.

GC.31 PAYMENTS. Payment will be based on the Project Field Manager's payment certificate which the Project Field Manager will prepare and submit to the Owner in accordance with the following schedules. The Project Field Manager's payment certificate shall not constitute approval or acceptance of any part of the work, except as a basis for the Owner's official acceptance and shall not relieve the Contractor from any responsibility or liability essential to or related to the fulfillment of this Contract. Final payment will not be due until final inspection as defined in GC.30 is completed. A 10% retainer of each submitted invoice will be required as standard City policy.

GC.31.1 Initial Payment. The Contractor shall submit the following documentation concurrently for review on or before the date specified in the Schedule of Activities, Bid Form Supplement 1. The acceptance of this documentation shall be a condition precedent to the submittal of any request for payment.

- a) Cost breakdown material and labor
- b) Cash flow projection
- c) Construction schedule and manpower forecast

GC.31.1.1 Cost Breakdown. The Contractor shall furnish the Engineer a cost breakdown of the contract price by retirement units in accordance with system of accounts established by the Owner, which has been designed in conformance with the uniform system of accounts prescribed by the Federal Energy Regulatory Commission.

The sum of the items listed in the Contractor's price breakdown shall equal the Contract Total Firm Price. Overhead and profit shall not be listed as separate items.

**SECTION 00700 (00 72 00):
GENERAL CONDITIONS**

Acceptance by the Engineer shall only indicate consent to the breakdown estimate as a basis for preparation of partial payment estimates and shall not constitute an agreement as to the value of each indicated item.

GC.31.1.2 Cash Flow Projection. The Contractor shall submit a cash flow projection to the Owner. The cash flow shall be in a form acceptable to the Owner and shall show the amount and the date that invoices are projected to be issued. The cash flow shall be broken down into separate onsite labor, manufactured equipment, and site supplied material categories. The labor values shall conform to the time frames for work to be performed as submitted in the Contractor's construction schedule and manpower forecast. The equipment and material values shall list, and conform to, the units or assemblies to be shipped. The sum of the items listed in the Contractor's cash flow projection shall equal the Contract Firm Price. Overhead and profit shall not be listed as separate items.

Such items as bond premium, temporary construction facilities, and plant may be listed separately in the cash flow projection, provided the costs can be substantiated.

An unbalanced cash flow projection providing for overpayment of the Contractor on items of work which would be performed first will not be acceptable. The cash flow projection shall be revised and resubmitted until acceptable to the Engineer.

Acceptance by the Owner shall only indicate consent to the cash flow as a basis for preparation of partial payment estimates and shall not constitute an agreement as to the value of each indicated item.

GC.31.1.3 Construction Schedule and Manpower Forecast. The Contractor's construction schedule and manpower forecast shall be submitted in accordance with the requirements of Section 16301 Article 1.07.

GC.31.1.4 Contractor Invoices. The Contractor shall submit to the City separate invoices for labor and materials. Also, the Contractor shall breakdown the labor and materials for the different accounting breakdowns shown on the Bid Form.

GC.31.2 Estimates and Payments. On or about the first day of each month, the Project Field Manager will make an estimate of the value of the work completed and of unused materials stored on the site. The estimated cost of repairing, replacing, or rebuilding any part of the work or replacing materials which do not conform to the contract documents will be deducted from the estimated value.

The Contractor shall furnish to the Project Field Manager such detailed information as he may request to aid in the preparation of monthly estimates. The amount billed for material and labor shall be identified separately on each invoice. Florida State Sales and Use Tax shall be identified separately on all Contractor invoices for payment. After each estimate has been found acceptable by the Owner, the Owner will pay to the Contractor by the 25th day of the month 90 percent of the estimated value less any previous payments.

**SECTION 00700 (00 72 00):
GENERAL CONDITIONS**

Payments for materials stored on the site shall be based only upon the actual cost of such materials to the Contractor and shall not include any overhead or profit to the Contractor.

After official acceptance of the work by the Owner, the Project Field Manager will be authorized to prepare a final estimate of the work done under this Contract. Preparation of the final estimate will not be authorized until the affidavit and statement required in the article entitled CLAIMS FOR LABOR AND MATERIALS and the as-built drawings required in the article entitled FIELD RECORDS of the Special Conditions have been received. The final estimate will be submitted to the Owner within ten (10) days after its preparation has been authorized. The Owner will, within thirty (30) days thereafter, pay the entire balance due after deducting all amounts to be retained under any provision of this Contract.

GC.32 LIENS. This project is a "public work" under Chapter 255, Florida Statutes. No liens may be filed against the Owner. Any claimant may apply to the Owner for a copy of this Contract and the Public Construction Bond. The claimant shall have a right of action against the Contractor and Surety for the amount due him. Such action shall not involve the Owner in any expense. Claims against the Contractor or the Surety are subject to timely prior notice to both the Contractor and the Surety as specified in Section 255.05, Florida Statutes. The Contractor shall insert the following paragraph in all subcontracts hereunder.

"Notice: Claims for labor, materials and supplies are not assertable against the City of Lakeland, and are subject to proper prior notice to the Contractor and to the Surety, pursuant to Chapter 255 of the Florida Statutes. This paragraph shall be inserted in every sub-subcontract hereunder."

The final payment due under the Contract will be paid by the Owner to the Contractor only after the Contractor has furnished the Owner with an affidavit stating that all persons, firms, or corporations who are defined in Section 713.01, Florida Statutes, who have furnished labor or materials, employed directly or indirectly in the work, have been paid in full. The Owner shall rely on said affidavit at face value. The Owner shall have the right to demand and receive from the Contractor before he shall receive any progress payment, an affidavit stating that payment in full has been made for all labor, services, and materials incorporated into the work, for the period of time for which the progress payment is due. The Contractor does hereby release, remise, and quit claim any and all rights he may enjoy to perfect any lien or any other type of statutory common law or equitable lien against this project.

GC.33 DELAY DAMAGES. If the Contractor fails to complete the work, or any part thereof, in the time agreed upon in the schedule set forth in Bid Form Supplement 3 of the Contract, or within such extra time as may have been agreed to, the Contractor shall reimburse the Owner for the 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 such damages shall be withheld from the final payment and any unpaid adjustments then due. The withholding of such damages from the final payment and any unpaid adjustments shall not impair the Owner's right to seek such other or additional damages which may be due.

**SECTION 00700 (00 72 00):
GENERAL CONDITIONS**

Delay Damages for Bid No. 0269 shall be in the amount of \$600 per day of delay in Substantial Completion, representing reimbursement to the Owner for indirect and consequential damages and loss-of-use caused by the delay.

END OF SECTION

**SECTION 00800
SPECIAL CONDITIONS**

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SC.1 GENERAL. These Special Conditions are non-technical in nature and shall supplement the General Conditions in the administration and regulation of field construction work performed under these Specifications.

SC.2 ENGINEER'S DRAWINGS AND SPECIFICATIONS. The Contractor will be furnished five sets of all drawings including revisions thereto and three copies of the Specifications without charge. Additional sets of drawings and revisions thereto and additional copies of Specifications may be obtained by payment of printing, handling, and mailing costs.

SC.3 PROJECT MANAGEMENT. The coordination of all field construction will be under the direction of the Owner's Project Field Manager who will be responsible for coordinating work and for resolving any conflicts between contractors regarding scheduling or coordination.

A meeting of the Project Field Manager and the Contractor will be held bi-weekly at the time and place designated by the Project Field Manager. The purpose of the bi-weekly meeting will be for the scheduling and coordination of the Contractor's work within the requirements of the overall project. In the event conflicts arise concerning scheduling or coordination, the Owner will make the final decision resolving the conflict. The Contractor's superintendent shall attend each meeting, as requested.

The time of completion is a basic consideration of this Contract and the Contractor shall be responsible for performing his work in accordance with the specified construction schedule. If at any time the Contractor's work is behind schedule, the Contractor shall increase his forces, work overtime, or otherwise accelerate his operations to comply with the schedule, and shall put into effect definite procedures for getting the work back on schedule. The proposed procedures shall be subject to the Project Field Manager's acceptance or modification. The procedures adopted shall be put into effect immediately.

The Project Field Manager will not be responsible for the assignment of personnel, or for obtaining materials or supplies, or for any other services to the Contractor except the coordination of work as specifically set forth in the contract documents.

SC.4 CONTRACTOR'S OFFICE AT SITE OF WORK. Not Required.

SC.5 FIELD RECORDS. The Contractor shall maintain an orderly and adequate file of up-to-date copies of all Engineer's drawings and specifications, manufacturer's prints and specifications, and other contract documents and supplementary data.

In addition, the Contractor shall maintain a continuous record of all field changes by means of a set of drawings marked to indicate current "as-built" conditions. This "as-built" set of drawings shall be available for check by the Project Field Manager in order for him to ascertain that it is being kept current. At the conclusion of the work, one set of the "as-built" drawings and other engineering data, accurately and neatly marked with field changes, shall be submitted to the Engineer. The "asbuilt" drawings and data shall include all revisions to the work made under this Contract, including those made by subcontractors.

SC.6 CONTRACTOR'S SUPERVISION AT THE SITE. The Contractor shall furnish adequate management, supervisory, and technical personnel on the site to ensure expeditious and competent handling of the work.

A superintendent experienced in major construction of the type specified, and who is a permanent member of the Contractor's organization, shall be a resident at the project throughout the construction. The superintendent shall be fully authorized to act for the Contractor and to receive whatever orders or notices may be given for the proper prosecution of the work.

The Contractor's field organization shall include an experienced staff of qualified technical personnel to handle onsite engineering, planning, and direction of all field work. The field organization shall also include a staff to handle timekeeping, employment, accounting, purchasing and expediting, stores and warehouses, stock and tool rooms, and security.

The Contractor shall be responsible for complete supervision and control of his subcontractors as though they were his own forces. Notice to the Contractor shall be considered notice to any affected subcontractor.

The Contractor shall furnish general foremen as required and a craft foreman as required for each trade employed.

SC.7 SUBCONTRACTS. It is the intent of these specifications that the Contractor shall perform the majority of the work with his own forces and under the management of his own organization. Specific portions of the work may be subcontracted only by subcontractors who have been listed in the Bid and who are accepted by the Owner as provided in the General Conditions. All subcontractors shall be directly responsible to the Contractor and shall be under his general supervision. All work performed under subcontracts shall be subject to the same contract provisions as the work performed by the Contractor's own forces.

SC.8 RELATIONS WITH OTHER CONTRACTORS AND OWNER'S WORKMEN. The Contractor shall cooperate with all other contractors who may be performing work in behalf of the Owner, and with workmen who may be employed by the Owner in the vicinity of the work under this Contract, and he shall conduct his operations to minimize interference with the work of such contractors or workmen. The Contractor shall promptly make good, at his own expense, any injury or damage that may be sustained by other contractors or employees of the Owner due to activities associated with this Contract. Any difference or conflict which may arise between the Contractor and other contractors, or between the Contractor and workmen of the Owner, in regard to their work, shall be resolved as determined by the Project Field Manager.

SC.9 ACCEPTANCE OF WORK BY OTHERS. If any part of the Contractor's work is dependent upon the quality and completeness of work performed under another contract, the Contractor shall inspect the other contractor's work and promptly report defects therein which render such work unsuitable for the proper execution of the work under this Contract. Failure to report such defects to the Project Field Manager shall constitute the Contractor's acceptance of such work as suitable to receive the Contractor's work; provided, however, that the Contractor shall not be responsible for defects which develop after his inspection and which could not have been reasonably detected or foreseen.

SC.10 METHODS OF FIELD OPERATION. The Contractor shall inform the Project Field Manager in advance as to the Contractor's plans for carrying out each part of the field work. Review by the Engineer or Project Field Manager of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such review shall not be considered as an assumption of any risk or liability by the Engineer or Project Field Manager or any officer, agent, or employee thereof. The Contractor shall have no claim because of the failure or inefficiency of any plan or method so reviewed.

Any method of work suggested by the Engineer or Project Field Manager, but not specified, shall be used at the risk and responsibility of the Contractor, and the Engineer or Project Field Manager shall have no responsibility therefor. The Contractor alone, shall be responsible for the safety, adequacy, and efficiency of his construction plant, equipment, and methods.

The Contractor shall comply with all applicable requirements of federal, state, and local codes and of all other authorities having jurisdiction over this work, including the requirements of the Federal "Safety and Health Regulations for Construction."

The Contractor shall be solely and completely responsible for conditions related to his work including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Neither the Project Field Manager nor the Engineer shall be responsible for reviewing the adequacy of the Contractor's safety measures in, on, or near the construction site, and the Contractor shall be solely responsible for the adequacy of such measures.

SC.11 CRANE INSPECTIONS. All cranes in use on the project shall be inspected on a monthly basis by a competent person. Inspection results shall be recorded on a Monthly Crane Inspection Report form which shall be submitted to the Project Field Manager by the fifth working day of each month. Inspection Report forms may be obtained from the Project Field Manager.

Additionally, the Contractor shall submit a current annual crane inspection report to the Project Field Manager for each crane used on the project. Annual crane inspection reports shall be submitted prior to placing the crane in service. The annual inspection shall be performed by a third party inspection service certified for such work by the U.S. Department of Labor.

If the Contractor fails to submit the monthly or annual report as specified or if he submits a report that contains errors, misrepresentations, or falsification of facts, he will be in violation of the terms of this Contract, and use of the crane covered by the inaccurate report shall be stopped until the violation is corrected. In addition, the Contractor shall immediately discharge all persons responsible for knowingly submitting either a monthly or annual crane inspection report that includes false information. Persons discharged for false crane reports shall not be rehired for this project.

SC.12 FALL PROTECTION. OSHA Fall Protection Standards shall be strictly adhered to without exemption, including structural steel erectors. Strict interpretation of OSHA Instruction Standard 3-3.1 dated July 18, 1983, shall be used as applicable to protect employees exposed to falling hazards. Fall protection shall include, but shall not be limited to the following.

Safety Belts, Lifelines, and Lanyards	29CFR:1926.28(a), 1926.104
Safety Nets and Flooring Requirements	29CFR:1926.28(a), 1926.105(a), 1926.750(b)(2)(i)
Falling Hazards to the Exterior of Buildings	29CFR:1926.28(a), 1926.105(a)

SC.13 LINES AND GRADES. All work shall be done to the lines, grades, and elevations indicated on the drawings. The Contractor shall provide suitable equipment and competent personnel to assure the work is completed in accordance with the lines, grades, and elevations indicated.

The Contractor shall notify the Owner or Owner's representative immediately upon finding any errors in the survey or staking so it may be verified and corrected as soon as possible.

Basic horizontal and vertical control points will be established or designated by the Project Field Manager. These points shall be used as datum for work under this Contract.

The Contractor shall provide experienced instrument personnel, competent assistants, and such instruments, tools, stakes, and other materials required to complete survey, layout, and measurement work. In addition, the Contractor shall furnish, without charge, competent personnel from his force, and such tools, stakes, and other materials as the Project Field Manager may require in establishing or designating control points, in establishing construction easement boundaries, or in checking surveys, layouts, and measurements for work performed under this Contract.

The Contractor shall keep the Project Field Manager informed, a reasonable time in advance, of the times and places at which he wishes to do work, so that horizontal and vertical control points may be established and any checking deemed necessary by the Project Field Manager may be done with minimum inconvenience to the Project Field Manager and minimum delay to the Contractor.

Any work done without being properly located may be ordered removed and replaced at the Contractor's expense.

SC.14 PRESERVATION OF MONUMENTS AND STAKES. The Contractor shall carefully preserve all monuments, bench marks, reference points, and stakes. The Contractor will be charged with the expense of replacement of any such items destroyed and shall be responsible for any mistake or loss of time that may be caused. Permanent monuments or bench marks which must be removed or disturbed shall be protected until they can be properly referenced for relocation. The Contractor shall furnish materials and assistance for the proper replacement of such monuments or bench marks.

SC.15 PROTECTION OF PROPERTY AND PUBLIC LIABILITY. The Contractor shall be accountable for any damages resulting from his operations. He shall be fully responsible for the protection of all persons including members of the public, employees of the Owner, employees of the Project Field Manager, and employees of other contractors or subcontractors, and all public

and private property including structures, sewers, septic tank, business signs, non-removed trees and shrubs, sprinkler system, etc. and utilities above and below ground.

The Contractor shall furnish and maintain all necessary safety equipment, such as barriers, signs, warning lights, and guards, to provide adequate protection of persons and property.

The Contractor shall utilize the Florida One-Call System to locate facilities of other utilities. The Contractor shall give reasonable notice to the owners of public or private property and utilities when such property and utilities are liable to injury or damage through the performance of the work and shall make all necessary arrangements with such owners relative to the removal and replacement or protection of such property or utilities.

SC.16 EMERGENCY PROTECTION. Whenever, in the opinion of the Owner, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under this Contract or of adjacent structures or property, and whenever, in the opinion of the Owner, an emergency has arisen and immediate action is considered necessary, then the Owner, with or without notice to the Contractor, may provide suitable protection by causing work to be done and material to be furnished and placed. The cost of such work and material shall be borne by the Contractor, and if the same is not paid on presentation of the bills therefor, such costs may be deducted from any amounts due or to become due the Contractor. The performance of such emergency work shall not relieve the Contractor of responsibility for any damage which may occur.

SC.17 LOSSES FROM NATURAL CAUSES. All loss or damage arising out of the nature of the work, or from the action of the elements, or from any unusual obstruction or difficulty, or any other natural or existing circumstance either known or unforeseen which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at his own cost and expense.

SC.18 QUALIFICATIONS OF WORKMEN. The Contractor shall employ only workmen who are competent to perform the work assigned to them and, in the case of skilled labor, who are adequately trained and experienced in their respective trades and who do satisfactory work.

The Contractor shall immediately remove from the work any person considered by the Owner to be dishonest, incompetent, disposed to be disorderly, or for any other reason unsatisfactory or undesirable to the Owner and such personnel shall not again be employed on the work without the consent of the Owner.

SC.19 SUBSTANCE ABUSE POLICY. Possession, being under the influence, or use of alcoholic beverages or illegal drugs on the Owner's property or any Owner's worksite at any time shall result in the contract worker being safely and immediately removed by the Contractor from the Owner's property or worksite and he or she shall not be permitted to work again on the Owner's site.

SC.20 SUNDAY, HOLIDAY, AND NIGHT WORK. Night work and weekend work, including Sunday, may be required by the Owner to minimize disruptions to traffic and business along portions of the route. No work shall be done between 7:00 p.m. and 7:00 a.m. or on Sundays or

legal holidays without written consent of the Owner. However, emergency work may be done without prior consent.

SC.21 UNFAVORABLE CONSTRUCTION CONDITIONS. During periods of unfavorable weather, wet grounds, or other unsuitable construction conditions, the Contractor shall confine his operations to work which will not be adversely affected thereby. No portion of the work shall be constructed under conditions which would adversely affect the quality or efficiency thereof, unless special means or precautions are taken by the Contractor to perform the work in a proper and satisfactory manner.

SC.22 REJECTED WORK AND MATERIALS. The Contractor, upon written notice from the Project Field Manager, shall remove from the premises all work and materials rejected as defective, unsound, improper, or in any way failing to conform to the requirements of the contract documents. The Contractor shall at his sole expense make good all work damaged by such removal and shall promptly replace materials damaged or improperly worked by him and re-execute his own work in accordance with the Contract. This includes re-executing or replacing the work of any other contractor that is in any way affected by the removal of the defective work. The obligations of the Contractor under this Article shall not extend to defective materials or equipment supplied by the Owner, if any.

If the Contractor does not remove his rejected work and materials within ten (10) days after written notice, the Owner may remove and replace such work and materials at the expense of the Contractor.

SC.23 PLACING WORK IN SERVICE. If desired by the Owner, portions of the work may be placed in service when completed and the Contractor shall provide completed construction for this purpose. Such use and operation shall not constitute an acceptance of the work, and the Contractor shall be liable for defects due to faulty construction throughout the duration of this Contract and thereafter as provided under the "Guarantee" provisions of the General Conditions.

SC.24 CLEANLINESS. The Contractor shall give special attention to keeping the worksite clean and free from trash and debris.

Trash, debris, and waste materials shall not be allowed to accumulate, but shall be removed from the site in less than three days and disposed of by the Contractor, and at the Contractor's expense. Windblown trash shall not be permitted at any time.

Promptly upon completion of the construction work, all Contractor-owned facilities, materials, and construction plant shall be removed from the site. All surfaces damaged by deposits of foreign materials such as oil, grease, weld spatter, and paint shall be restored to their original conditions.

SC.25 FIRE PROTECTION. Only work procedures which minimize fire hazards to the extent practicable shall be used. Combustible debris and waste materials shall be collected and removed from the site each day, as provided under SC.24 - CLEANLINESS. Fuels, solvents, and other volatile or flammable materials shall be stored away from the construction and storage areas in well-marked, safe containers. Good housekeeping is essential to fire prevention and shall be practiced by the Contractor throughout the construction period. The Contractor shall follow the

recommendations of the AGC "Manual of Accident Prevention in Construction" regarding fire hazards and prevention.

The Contractor alone shall be responsible for providing adequate fire protection. Failure of the Contractor to comply with, or the Project Field Manager to enforce, the above requirements shall not relieve the Contractor from any responsibility or obligation under this Contract.

SC.26 SECURITY. The Contractor shall be responsible for all materials and equipment in his custody or placed in construction by him. Security methods shall be employed as required to ensure the protection of all materials, equipment, and construction work from theft, vandalism, fire, and all other damage and loss.

SC.27 CONSTRUCTION AREA LIMITS. The Project Field Manager will designate the boundary limits of access roads, parking areas, storage areas, and construction areas, and the Contractor shall not trespass in or on areas not so designated. The Contractor shall be responsible for keeping all of his personnel out of areas not designated for the Contractor's use, except in the case of isolated work located within such areas, the Project Field Manager will give permission to specific Contractor personnel to enter and do the work.

SC.28 PROTECTION OF WORK. The Contractor shall be solely responsible for the protection of his work until its final acceptance by the Owner.

The Contractor shall have no claim against the Project Field Manager or the Engineer because of any damage or loss to the Contractor's work and shall be responsible for the complete restoration of damaged work to its original condition complying with the contract documents.

In the event the Contractor's work is damaged by another party not under his supervision or control, the Contractor shall make his claim directly with the party involved. If a conflict or disagreement develops between the Contractor and one of the other contractors concerning the responsibility for damage or loss to the Contractor's work, the conflict shall be resolved as provided under SC.8 - RELATIONS WITH OTHER CONTRACTORS. Such conflict shall not be cause for delay in the restoration of the damaged work. The Contractor shall restore the work immediately and the cost thereof will be assigned pending the resolution of the conflict.

SC.29 REPAIR OF DAMAGES. The Contractor shall immediately repair any damage which results from this construction or abnormal use, including damage done to any existing facilities or utilities. All such repair work shall be acceptable to the Project Field Manager.

Road, parking surfaces, and walks cut by the Contractor for the installation of poles, duct banks, etc., shall be repaired by the Contractor at his expense. Roadbeds and drainage facilities damaged by the Contractor during installation of facilities shall be repaired by the Contractor at his expense.

Private property damaged as a result of this construction, including business signs, structures, non-removed trees and shrubs, planters, sprinkler systems, septic tanks and drain lines, etc., shall be repaired or replaced by the Contractor at his expense. Repairs to any operating systems shall be made expeditiously so as to minimize disruption of service.

SC.30 INDEPENDENT TESTING LABORATORY. Laboratory testing specified in the technical requirements shall be done by an independent testing laboratory acceptable to the Project Field

Manager or the Engineer. The laboratory shall be retained by the Contractor and all costs for laboratory services shall be paid by the Contractor. Two (2) copies of test reports shall be submitted to the Engineer.

SC.31 COOPERATION WITH OWNER. The performance of construction work which affects the operation of the Owner's system facilities shall be scheduled to be performed only at times acceptable to the Owner.

In the event that it is necessary to interrupt the Owner's operations or the power supply or to impose abnormal operating conditions on the Owner's utility system, such procedure must be acceptable to the Owner and a complete understanding and agreement must be reached by all parties concerned well in advance of the time scheduled for such operation, and such understanding shall be definite as to date, time of day, and length of time required. All work shall be scheduled to suit the Owner's convenience, taking into consideration the facilities and requirements at all times during construction.

SC.32 MINOR DEFECTS. The Contractor shall readjust, straighten, and repair minor defects and fabrication errors which are normally encountered in the Owner-furnished equipment and materials. No claims for extra compensation in connection with such work will be considered unless the claim is made in accordance with the applicable provisions in the General Conditions.

When field labor is needed to correct significant errors in Owner-furnished equipment and materials, the Contractor shall furnish such labor when so requested by the manufacturer or by the Owner with the consent of the manufacturer. Such labor shall not be included in this Contract, and the Contractor shall obtain payment for the labor from the manufacturer.

SC.33 CONSTRUCTION PLANT AND TEMPORARY FACILITIES. Unless otherwise specified, the Contractor shall furnish all construction plant, utilities, and temporary facilities and all materials, equipment, and supplies which are required for prosecution of the work, but which will not be incorporated in the completed work.

SC.34 RECEIVING, HANDLING, AND STORAGE. The Contractor shall receive from carriers at each pole site or at the nearest hard road, unload and handle the tubular steel poles which are to be incorporated in the construction under these specifications. Other Owner-furnished materials will be stored at the Owner's warehouse where the Contractor can request the materials to be incorporated into the construction.

The Contractor shall be responsible for the prompt unloading of materials and equipment and shall pay any demurrage.

The Contractor shall provide all storage facilities or areas required at his expense.

Detailed instructions covering receiving, handling, and storage of Owner-furnished and Contractor furnished equipment and materials are included in Section 16301 Articles 1.12 and 2.01, of these specifications.

SC.35 EQUIVALENT MATERIALS AND EQUIPMENT. Whenever a material or article is specified or described by using the name of a proprietary product or the name of a particular

manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' products will be accepted provided sufficient information is submitted to allow the Owner to determine that the products proposed are equivalent to those named.

Any substitute material must be clearly identified in the Contractor's bid with sufficient information submitted to allow the Owner to determine acceptability of the substitute material. Equivalent material will not be considered after award of contract unless the specified material is no longer available.

SC.36 RIGHTS-OF-WAY. The Owner will obtain all permanent right-of-way easements and/or location agreements required for construction of the work. Temporary permits shall be furnished by the Contractor.

The Contractor shall confine his operations to the immediate construction area and shall use due care in placing construction tools, equipment, excavated materials, and construction materials and supplies, so as to cause the least possible damage to the property. At the conclusion of the work, all temporary structures, access roads outside the rights-of-way, and other facilities incidental to the new construction shall be removed and the site shall be restored to its original condition.

SC.36.1 On Private Property. The Contractor shall comply with all the limitations and provisions of the Owner's easements and agreements. The Contractor shall examine these easements and agreements before beginning the work and shall comply with all provisions thereof. The Contractor shall enter proposed rights-of-way only after the Owner notifies him that easements and/or agreements for the specific section of line have been obtained. Problems involving rights-of-way shall be immediately reported to the Owner.

The Owner's Right-of-Way Agreements include the right to reasonable entry to the right-of-way across the adjacent property of the owner of the right-of-way unless otherwise indicated in the Owner's Right-of-Way Agreements. The Contractor shall, whenever practicable, use existing roads or lanes to gain access to the construction area and shall, as far as reasonably possible, stay upon property to which the Owner has acquired rights of entry or occupancy.

In those cases, where the Contractor finds it necessary to enter upon, travel across, or otherwise use privately owned land outside of the rights of such land acquired by the Owner in its right-of-way agreements, the Contractor shall make all necessary arrangements or agreements with the landowners involved for such right of entry and use of their property. The Contractor shall obtain a written agreement from each property owner and tenant setting forth the Contractor's right of entry and use of the property, and a copy of each such agreement shall be filed with the Owner. The Contractor shall fulfill his part of each agreement and, at the conclusion of the work and before final payment, shall obtain an executed release from each agreement signed by the respective property owner and tenant. A copy of the release shall be filed with the Owner before final payment will be made for the work.

Whenever the right-of-way is occupied by crops which will be damaged by construction operations, the Contractor shall notify the property owner and tenant sufficiently in advance so that the crops may be removed before work is started. The Contractor shall be responsible for all

damage to crops located outside the right-of-way limits and shall make satisfactory settlement for the damage directly with the property owner and tenant involved.

SC.36.2 Work Within Highway and Railroad Rights-of-Way. All work performed, and all operations of the Contractor, his employees, or his subcontractors within the limits of railroad and highway rights-of-way shall be in conformity with the requirements of, and be under the control (through the Owner) of, the railroad or highway authority owning, or having jurisdiction over and control of, the right-of-way in each case.

SC.37 FENCES. All existing fences which interfere with the construction operations shall be maintained by the Contractor until the completion of the work affected thereby, unless written permission is obtained from the owner of the fence to leave the fence dismantled for an agreed period of time. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.

On completion of the work across any tract of land, the Contractor shall restore all fences to their original or better condition.

SC.38 PROTECTION OF PUBLIC AND PRIVATE PROPERTY. The Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction work performed by him. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards and parking, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.

The Contractor shall conduct the work in a manner that will minimize the effect on utility poles as much as practicable.

No trees shall be removed outside of the permanent easement, except where authorized by the Owner. Whenever practicable, the Contractor shall preserve trees in yards and parks within or adjacent to the easement. Trees left standing shall be adequately protected against damage by construction operations.

The Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or personnel to or from the work or any part or site thereof, whether by him or his subcontractors. The Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property concerning its repair or replacement, or payment of costs incurred in connection with the damage. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

SC.39 UNDERGROUND INSTALLATIONS. The Contractor shall conduct his operations on the basis that underground installations may exist which are not indicated on the Engineer's drawings. The Contractor shall be solely responsible for locating and identifying all existing underground installations such as, but not limited to, service connections, water and gas mains, sewers,

telephone lines, power lines, fiber optic cables, petroleum product pipelines, oil, water, air, and gas lines; sewers and other drains; circulating water lines; oil separators; septic tanks; electrical duct banks and raceway; or buried structures within the construction limits of the work and elsewhere where and penetration such as, but not limited to, excavation, plowing, trenching, boring and jacking casing pipe, driving of well points, or insertion of any tool or device below the surface is anticipated or required or where construction operations may subject underground installations to damage prior to the performance of such work. Surveying shall include contacting the Owners of underground utilities. Locator services and detection devices provided by the utility owners shall be utilized when such are available. The "Sunshine State One Call" 1-800-432-4770 Utility Location Center shall be utilized by the Contractor. The Contractor shall hand-excavate and positively identify all underground installations. All information relative to the underground installations shall be recorded by the Contractor and incorporated into the records required by Article SC.45 herein entitled FIELD RECORDS.

Existing underground installations within the construction limits of the work are indicated on the drawings only to the extent information on such installations has been made available to, or discovered by, the Owner in the performance of the design work. The accuracy and completeness of this information is unknown and is presented solely to assist the Contractor in determination of underground installations. The Owner expressly disclaims all responsibility for the accuracy and completeness of the information so indicated.

The Contractor will be held responsible for any interruption in the service of underground facilities resulting from his operations, unless the Owner has given specific approval for the interruption in each case.

Except where the damaged parties desire to conduct their own repair and restoration work, the Contractor shall repair and fully restore any underground facility damaged during the construction period to a condition equal to or better than that which existed just prior to the time of damage. All repair and restoration work shall be done to the complete satisfaction of the facility owners and the Project Field Manager.

The Contractor shall make his own arrangements with any jurisdictional authority requiring inspection of repaired or reconditioned utility facilities. All inspection fees applicable shall be paid by the Contractor.

Where the facility owners desire to conduct their own repair and restoration work, the Contractor shall render all assistance to facilitate this corrective work. The Contractor shall assume all just and reasonable expenses thus incurred by the facility owners.

Any delay, additional work, or extra cost to the Contractor caused by existing underground installations shall not constitute a claim for increased work, additional payment, or damages.

The Owner will repair all City-owned water mains, service water lines, and underground electric service cables and conduits damaged during electric line installation work. The Contractor will not be billed for repair costs as long as, in the Owner's opinion, he exercised reasonable and proper care to locate and avoid damage to the utilities.

SC.40 DAMAGE TO EXISTING PROPERTIES. The Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of, and at no additional cost to, the Owner.

SC.41 LAND FOR CONSTRUCTION PURPOSES. The Contractor will be permitted to use available land belonging to the Owner, on or near the site of the work, for construction purposes and for the storage of materials and equipment. The location and extent of the areas so used shall be as designated by the Owner.

The Contractor shall be solely responsible for obtaining, and shall pay all costs in connection with, any additional work area, storage sites, access to the site, or temporary right-of-way which may be required for proper completion of the work. It shall be understood that the responsibility for protection and safekeeping of equipment and materials on or near the site will be entirely that of the Contractor and that no claim shall be made against the Owner by reason of any act of an employee or trespasser. It shall be further understood that should any occasion arise necessitating access to the sites occupied by these stored materials and equipment, the Contractor shall immediately move the same. No materials or equipment may be placed upon the property of the Owner until the Owner has agreed to the location contemplated by the Contractor to be used for storage.

SC.42 PROPERTY RESTORATION. It is the intent of these Specifications that, at the completion of any portion of construction work, all holes, ruts, settlements, and depressions resulting from the work be filled and graded to match elevations of adjacent surfaces, and all areas disturbed by construction shall be restored to their original condition to the maximum extent practicable and as acceptable to the Owner. Initial cleanup and grading of each parcel of property shall be completed within two (2) days after completion of construction work upon a particular parcel. Final restoration including seeding, sodding, and paving shall be completed within two (2) weeks thereafter. Payments to the Contractor may be withheld until restoration is completed to Owner's satisfaction.

SC.43 ENERGIZED FACILITIES. Existing transmission lines, substations, distribution lines, utility lines, telephone lines, telegraph lines, and other power and signal service lines will be encountered on the site of the work. These service systems will remain energized and functional during construction.

The Contractor shall be completely responsible for the safety and protection of his personnel and the public on the site of the work and shall employ all methods necessary to achieve such safety and also assure continuity of all service systems encountered. These methods shall include, but not be limited to, providing barriers, guard structures, insulating guards and sleeves, warning signs, and prevention of unauthorized access to substations.

SC.44 ARTIFACTS. In the event that any relics or items with archaeological or historical value are discovered by the Contractor or any of his subcontractors or any of their representatives or employees, the Contractor shall immediately notify the Project Field Manager and await the Project Field Manager's decision before proceeding with any work. Neither the Contractor nor any of his

subcontractors, not any of their representatives or employees, shall have property rights in such relics or items.

SC.45 FINAL CLEANUP AND GRADING. At the end of construction work, all holes, ruts, settlements, and depressions resulting from the work shall be filled and graded to match elevations of adjacent surfaces, and all areas disturbed by construction shall be restored to their original condition to the maximum extent practicable and as acceptable to the Owner.

SC.46 CONTRACTOR'S COMMUNICATION EQUIPMENT. The Contractor shall provide his jobsite superintendent with a cellular phone in order to allow the Owner and the Project Field Manager to have telephone communication at all times during the work day. In addition, the City will provide radios to each job foreman as needed to communicate with System Control. The radios are to be returned to the City at the end of the project. If the radios are lost or damaged the Contractor will be required to reimburse the City for their cost.

SC.47 SAFETY SWITCHING AND TAGGING PROCEDURES. The Contractor will be required to work under the Owner's Safety Switching and Tagging procedures when working on or near energized transmission and distribution lines. A copy of this procedure will be provided to the successful bidder.

SC.48 GENERAL SAFETY REQUIREMENTS. Please refer to the separate City of Lakeland document contained within these contract documents.

SC.49 INSURANCE REQUIREMENTS, COVERAGES & LIMITS. Please refer to the separate City of Lakeland document contained within these contract documents.

END OF SECTION

**SECTION 16301
TRANSMISSION WORK**

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Intent: The Contractor shall provide all management, administration, tools, construction equipment, labor and supervision to accomplish the work as specified herein and on the Construction Drawings. Materials will be furnished by the Owner. The materials, equipment, methods of framing and construction practices must conform to the latest and best current practices of the electric utility industry. The system shall be complete with all components necessary for proper operation.
- B. Project Scope and Purpose: This project will relocate a 915-foot section of existing transmission line. See Article 1.06 for detailed project description.
- C. Location of Project: The work will take place in Polk County near the intersection of Interstate 4 and Kathleen Road.
- D. Site Visit: The Contractor is expected to be thoroughly familiar with the project requirements prior to submitting a bid, and thus is encouraged to visit the project site.
- E. Schedule: The poles are scheduled to be delivered by November 30, 2020. Construction shall start by December 1, 2020 and be complete by January 15, 2021.

1.02 SECTION INCLUDES

- A. This Section includes a general description of the project, general requirements of the Contractor, a description of Owner-furnished and Contractor-furnished materials, temporary construction requirements, installation requirements for transmission and distribution materials, requirements for substantial completion, and related information and requirements.
- B. Minor, incidental, temporary, or disposable Contractor-furnished materials are not necessarily identified on the Construction Drawings or within the technical specifications, but they shall meet or exceed the quality and requirements of applicable industry standards and codes.

1.03 RELATED SECTIONS

- A. The requirements of the Contract, General Conditions, Special Conditions, Bidding Documents, and other technical specification Sections apply to work in this Section as if incorporated herein.

1.04 REFERENCES

Part 2 Products and Part 3 Execution shall conform to latest revision of the following standards and regulations, and to other applicable industry standards of the organizations listed below (unless otherwise noted):

- A. Standards and Regulations

1. Occupational Safety and Health Act of 1970 (OSHA)
2. National Electric Safety Code (NESC)
3. National Electrical Code (NEC)

- B. Industry Organizations

1. American Association of State Highway & Transportation Officials (AASHTO)
2. American Institute of Steel Construction (AISC)
3. American National Standards Institute (ANSI)
4. American Society for Testing and Materials (ASTM)
5. American Wood Preservers' Association (AWPA)
6. Associated General Contractors of America (AGC)
7. Florida Department of Environmental Protection (FDEP)
8. Florida Department of Transportation (FDOT)
9. Institute of Electrical and Electronics Engineers (IEEE)
10. National Electrical Manufacturers Association (NEMA)
11. Underwriters Laboratories (UL)
12. United States Department of Agriculture / Rural Utilities Service

- A. Owner for this work is:

City of Lakeland
Department of Electric Utilities
501 East Lemon Street
Lakeland, FL 33801

Engineer: Dale Tanner
Email:
dale.tanner@lakelandelectric.com
Phone: (863) 834-6462

Field Project Manager: TBD

- B. Unless otherwise specified or indicated, electrical terms used in the technical specifications and on the Construction Drawings shall be as defined in IEEE Standard 100.

1.06 DETAILED PROJECT DESCRIPTION

- A. Transmission Structures (Build New): There are four (4) direct-embedded tubular steel pole transmission structures to be installed for this project. Poles will be purchased by the Owner from an approved supplier. Supplier shop drawings indicate that poles will weigh between 10,000 pounds and 12,000 pounds.

- B. Transmission Conductor: Remove approximately 755 circuit feet of existing 1158.4 ACSS/TW conductor and install approximately 915 circuit feet of 1158.4 ACSS/TW conductor.
 - 1. Conductor Reels: The 1158.4 will be furnished on steel returnable reels as follows:
 - Gross Weight: 6500 pounds +/-
 - Length: 4000 feet +/- 10%
 - 2. Transmission vibration dampers are not required on this project.

- C. Transmission (Remove): Remove approximately 755 circuit feet of existing 1158.4 ACSS/TW and 755 feet of 7 #7 Alumoweld Overhead Static Wire.

- D. Poles (Remove): Remove one existing steel transmission pole. The existing steel pole will be neatly cut off at the top of the foundation. The contractor shall scrap the pole.

- E. Anchors and guys: Install 28 double helix anchors and 1/2" down guys.

- F. Pole Grounding: Install a minimum of 3 ground rods at each new steel pole. See Section 3.10 GROUNDING for more information.

1.08 PROJECT SCHEDULE

- A. Pre-Construction Conference: A Pre-Construction Conference will be scheduled and held by the Owner for the benefit of communication and coordination

- B. Sequence of Work and Project Schedule: The Contractor shall submit a Work Plan to the Owner at the Pre-Construction Conference. The purpose of the Work Plan is to ensure completion within the time schedules established by the Contract; to permit construction to proceed with minimum interruptions or damage to the existing electric and other utility services, and to maintain normal traffic flows. The Work Plan shall allow sufficient time for consideration, review and approval of

Submittals, or any hindrances and delays as described in the General Conditions (GC.18). Sequence of work may be scheduled at the discretion of the Contractor within the guidelines of this Section.

1. Note that construction is anticipated to begin by December 1, 2020 and shall be substantially completed by January 15, 2021 unless otherwise negotiated as part of the Contract during the bid process. FDOT construction is scheduled to start on February 15, 2021. All work must be complete as to not hinder the start of FDOT construction.
 - a. Contractor shall adequately staff the project to complete the work within the established time frame.
 - b. Delay damages for Bid No. 0269 shall be in the amount of \$600 per day of delay in Substantial Completion, representing reimbursement to the Owner for indirect and consequential damages and loss-of-use caused by the delay.

Work shall normally be scheduled on weekdays between the hours of 7:00 a.m. and 7:00 p.m. Overtime hours and weekend work will be permitted. However, notice of such overtime hours shall be given to the Owner at least five (5) days in advance, if possible, to give the Owner's Project Field Manager an opportunity to be present.

- C. Project Meetings: It is the intent of the Owner to schedule and conduct bi-weekly project progress meetings with the Contractor to discuss schedule, requests for information (RFI), proposed change orders, etc. The Contractor shall schedule and conduct utility coordination meetings as necessary, and the Owner's Project Field Manager shall be invited and given the opportunity to attend.
- D. Notifications: The Contractor shall routinely notify the appropriate representatives of permitting agencies and of other utilities regarding upcoming work activities.

1.09 OUTAGES

- A. Outages: All outages on the Owner's transmission and distribution system shall be granted by the Lakeland Electric System Dispatcher only. The Contractor shall submit all requests for an outage to the Dispatcher for approval no less than 72 hours in advance and, provided the request is granted, shall cooperate with Dispatcher in the scheduling, timing, duration and termination. The Owner will perform all safety switching and tagging.
- B. Recall of Line Clearances or Hold Tags: In the event that a transmission or distribution hold tag on an energized or de-energized line must be recalled due to a system emergency as determined by the Owner, the Contractor shall complete only

the work necessary to clear the line or equipment, clear all personnel, and release the hold tag as quickly as possible. Any recall shall not constitute a just cause by the Contractor for a claim for extra compensation.

1.10 REGULATORY REQUIREMENTS

A. Contractor shall comply with the requirements of the following regulatory permits. A copy of these permits will be provided to the Contractor at the Pre-Construction Conference, if available.

1. Railroad Permits: The Owner will obtain a permit for the crossing of the railroad tracks at Kathleen Road. The Contractor shall be required to perform the construction according to the terms and conditions of this permit. These conditions may include but are not limited to providing temporary guard poles, flagmen, work warning signs, barricades, traffic cones, and maintenance of traffic as required. The Contractor shall repair any damage to the right-of-way caused by the work of this contract at no additional cost to the Owner. This includes damage to pavement, driveways, sidewalks, landscaping and fences.

The contractor will only be allowed to work near or over the tracks with the CSX flagman present and must be scheduled with CSX.

2. FDOT Road Permits: The Owner will obtain permits from the Florida Department of Transportation for construction of the pole line within road rights-of-way and for Road Closures. The Contractor shall be required to perform the construction according to the terms and conditions of these permits. FDOT may also restrict the ability of the Contractor to close one or more travel lanes during certain times of day. The Contractor shall repair any damage to the right-of-way caused by the work of this contract at no additional cost to the Owner. This includes damage to pavement, driveways, sidewalks, landscaping and fences. The Contractor shall keep all excavated materials cleared from roadway ditches to maintain proper flow of drainage.

MOT for the I-4 Ramp Closure is to be furnished by the Contractor in accordance with the FDOT permit.

- B. Any fines levied by the permitting agencies resulting from the Contractor's noncompliance with the terms, conditions, and requirements of a permit will be paid by the Contractor.
- C. The Contractor shall obtain additional construction permits, if required, at no additional cost to the Owner.

1.11 PROJECT CONDITIONS (SITE ENVIRONMENTAL CONDITIONS)

- A. Access to the Work: Access to perform all work is the responsibility of the Contractor. The Contractor shall display all signs and follow all FDOT, CSX, Polk County, and City of Lakeland rules and regulations when gaining access to the work. Flagmen shall be used, if required. Access to the project will be from public roads and City properties. Any additional access arrangements involving private properties will be the responsibility of the Contractor, as specifically described in the Special Conditions (SC.36).

- B. Public Access: The Contractor shall minimize blocking travel lanes, business or private driveways, and other vehicular access by materials, equipment, or construction activities. If possible, construction activities at a particular work location shall be staged for continuous operation, to minimize disruptions and delays. When materials, equipment, or temporary construction will block pedestrian access for an overnight period, the obstructions shall be barricaded or protected and marked with appropriate warning devices.

- C. Existing Facilities: The Contractor shall take all steps necessary to prevent damage to or interference with existing power lines, communication facilities, roadways, railroads, waterways, buried cables, pipelines, drainage structures, or other facilities adjacent to the project construction.

- D. Access thru Wetlands: Vehicle and/or equipment access to poles, foundations and anchors located in, around or near wetland areas shall only be by way of temporary matting installed by the Contractor. No fill will be allowed.
 - 1. The requirement for matting shall not apply to surface water wetlands (ditches) unless the Owner's Project Field Manager observes excessive rutting caused by the heavy equipment of the Contractor. Also, this does not relieve the contractor of overall responsibility to control erosion and keep ditches clean.

- E. Clean-Up: The Contractor shall at all times keep the jobsite free from accumulations of waste materials or trash caused by the work crews or construction activities.

1.12 DELIVERY, STORAGE, AND HANDLING

- A. Material Availability: Material supplied by the Owner will be made available at the beginning of the project or as soon as possible thereafter.

- B. Delivery Schedule: The Contractor should take note that, while the actual delivery dates of these items are not precisely known at this time, the anticipated project schedule is synchronized with the expected delivery schedule for certain materials, equipment, and etc.

- C. Staging Area: The Contractor shall be responsible to establish their own staging area in the vicinity of the jobsite for material storage, parking of construction equipment, etc if needed.
- D. Storage and Handling: The Contractor shall pick up, receive, inspect, unload, store, protect, handle and install Owner-furnished and Contractor-furnished materials in accordance with recommended practices listed in the respective manufacturer's installation and maintenance manuals.
- E. Pole Weights: Contractor shall be responsible for providing all necessary equipment capable of performing the work. Extras will not be paid unless actual pole weights are substantially different from the anticipated weights stated in Article 1.06, requiring equipment with greater capacity.

1.13 SECURITY, SUPERVISION, AND SAFETY

- A. Contractor shall be responsible at all times to make provisions for security, supervision, and worker safety, as specifically described in the Special Conditions (SC.26, SC.6, and SC.48).

1.14 CHANGES

- A. Changes and material substitutions shall be permitted only if so directed or authorized by the Owner. Changes will be governed by the General Conditions (GC.22).
- B. The Owner shall have the right to make changes in the Contract Drawings or technical specifications. The Contractor may request major changes through a written Request for Information to the Owner, and may request minor changes by the same method or verbally through the Owner's Project Field Manager.
- C. All major changes will be provided to the Contractor in writing by Proposed Change Order documents prepared and issued by the Owner. The Contractor shall reply in writing, detailing the addition or reduction in cost or time for the proposed change, and shall not proceed with the work until notified of acceptance of the change by the Owner (except where emergency system conditions or public safety are involved).
- D. Minor changes may be authorized verbally by the Owner, but are to be observed and documented by the Owner's Project Field Manager. The Contractor shall document claims for additional cost or time due to verbal changes before or along with the next Pay Request for consideration of the Owner.

1.15 FIELD RECORD DOCUMENTS

- A. Contractor shall maintain an up-to-date “as-built” set of Construction Drawings and Contract documents, as specifically described in the Special Conditions (SC.5).
- B. Field record drawings may be established as a condition for approval of any Application for Payment, and shall be submitted to the Owner at the completion of the project along with the final Pay Request.

1.16 GUARANTEE

- A. Guarantee (warranty) shall be as defined in the General Conditions (GC.28).

PART 2 PRODUCTS

2.01 OWNER-FURNISHED MATERIALS

- A. Material Provided by the Owner: The Owner will furnish all materials for the project except as designated in Section 2.02. Distribution transformers shall either be transferred or will be furnished from the Warehouse, as determined by the Owner’s Project Field Manager. All material provided by the Owner will be issued to the Contractor at the following Owner facilities.

City of Lakeland Warehouse	City of Lakeland Pole Yard
1140 East Parker Street	2024 East Main Street
Lakeland, Florida 33801	Lakeland, Florida 33801

1. Contractor shall provide all equipment needed for loading and transportation of material to jobsite or temporary storage. Costs for additional pick-ups due to “short orders” or unavailability of material will not be a cause for claims to the Owner.
2. Contractor shall make a thorough check of the quantities of pieces received and sign a “pick list” indicating the amount consigned. Contractor shall be responsible for proper storage and for replacement in-kind of all material lost, stolen or damaged thereafter.
3. The Contractor’s insurance coverage shall include an appropriate factor for replacement value of Owner-furnished equipment and material, including applicable sales tax. The Owner can provide a preliminary inventory dollar value of the Owner-furnished equipment and material upon request.
4. The Contractor shall coordinate the pickup of materials with Fred Henderson, Superintendent of Stores at 863-834-6774. Normal warehouse pickup hours are 8 am to 2:30 pm.

2.02 CONTRACTOR-FURNISHED MATERIALS

- A. Material Provided by Contractor: Contractor-furnished materials shall satisfy the dimensions, composition and quality established by this Section and the material standards (Stock Numbers) of the Owner. Materials provided by the Contractor shall meet or exceed the quality and requirements of applicable industry standards and codes. Used materials or products manufactured more than three years prior to delivery to the project site shall not be acceptable.
1. The Contractor shall furnish all backfill materials. Backfill for transmission pole installations shall be AASHTO #57 sized crushed concrete (recycled).
 2. The Contractor shall furnish all materials required for temporary protection and construction, except for wood poles or transformers which will be Owner furnished, and the cost of such material shall be included in the base Bid.
 3. Incidental and disposable material such as inhibitors, cleaning solvents, grout, paint, rope, etc., required for construction shall be supplied by the Contractor and the cost of such material shall be included in the base Bid.
- B. Material Requested by the Owner: When requested by the Owner, the Contractor may be required to provide material that was intended to be Owner-furnished, or in the case of a shortage in Owner-furnished materials. The Contractor will be reimbursed at their direct cost of material plus markup.

2.03 RETURN OF MATERIALS

- A. Return of Excess Material and Conductor Reels: Contractor shall return to an Owner designated location all excess Owner-furnished material and all conductor reels. Contractor shall provide all equipment needed for unloading and return of materials and reels.
1. The excess materials shall be returned in undamaged condition, otherwise the Contractor shall be responsible for its in-kind replacement.
- B. Return of Removal Material: Contractor shall disassemble, clean, sort, and return all removed materials to the Owner. Contractor shall be responsible for disposal of concrete or steel poles, wood poles, pole scraps, and wood crossarms. Return all other materials and apparatus to the City of Lakeland Warehouse.

PART 3 EXECUTION

3.01 ANTICIPATED SEQUENCE OF WORK

- A. Mobilize.

- B. Pick up and store other Owner furnished materials.
- C. Assemble and set the transmission poles and associated anchors, guy wires, and grounding.
- D. String conductors for the new 230 kv circuit, sag and clip-in.
- E. Remove existing transmission pole and conductor.
- F. Return and/or dispose of removed materials as specified.
- G. Cleanup and complete punch list items.
- H. Demobilize.

3.02 SURVEY / STAKING

- A. Construction Stakes: Offset reference stakes or orientation markings shall be used to aid in setting poles and installing guy anchors. Such reference information shall be preserved until construction activities are complete at the work location. The owner will stake pole and anchor locations.
- B. Underground Utility Locates: The locations of underground facilities shown on the Construction Drawings have been established by surface surveys or from existing records of other utilities. No guarantee as to the accuracy of these locations can be provided. The Contractor shall call Sunshine State One-Call to locate all underground utilities a minimum of 48 hours prior to any excavation.
- C. Underground Utility Conflicts: Where the underground utility markings indicate a potential conflict, excavation shall be accomplished by non-destructive methods to determine the exact location of the other utility.
 - 1. Where an underground utility is determined to conflict with the proposed construction, the situation shall be reported immediately to the Owner's Project Field Manager.
 - 2. Where an underground utility must be relocated to resolve the conflict, the Owner will make arrangements for relocation with the utility owner.
 - 3. Changes in design to resolve the conflict will be handled per Article 1.14.
 - 4. Damages to underground utilities shall be handled as described in the Special Conditions (SC.39).

3.03 NOT USED

3.04 TEMPORARY CONSTRUCTION

- A. Temporary Protection: The Contractor shall be responsible for all labor, poles, material and equipment for guard structures and any other temporary protection of existing distribution lines and other improvements or utilities above or below ground which may be affected by the work, to avoid damage, inconvenience, impairment, or interruption in service.

3.05 POLES

- A. Pole Deliveries: Contractor shall be responsible for delivery of each pole to its final location for installation. Untimely delivery, either ahead of or behind agreed upon delivery schedules, shall not be a cause for a claim to the Owner for any costs incurred by the Contractor.

1. The Contractor shall notify the Owner immediately if poles or structure materials appear to be damaged upon their arrival to the jobsite from the supplier.

B. Pole Assembly, Handling, and Drilling:

1. Steel pole shaft sections shall be properly aligned and jacked together per the supplier's recommended procedures and jacking forces.
2. Contractor shall use proper equipment, slings, and lagging to handle the poles without causing damage. Any damage caused shall be repaired to the satisfaction of the Owner at the expense of the Contractor.
3. Poles shall be lifted only at the pick-up points shown on the pole shop drawings.
4. Steel poles are pre-drilled to the extent practical. **Include fifty (50) field drilled holes in the lump sum bid price.** Additional field drilling of steel poles after the first fifty (50) will be paid for at the unit bid prices. Field-drilled holes in steel poles shall be cold galvanized immediately after drilling.

- C. Pole Installation: Poles shall be oriented properly (+/- 1.0 degrees) with respect to predrilled holes, welded attachments, and any pre-camber.

1. Direct-embedded poles shall be installed by use of a power-driven rotary rig having an auger with a minimum diameter of 12 inches larger than the butt diameter for steel transmission poles and 12 inches larger for concrete or wood distribution poles, unless otherwise specified. See the Soil Boring Logs included as an Appendix to this Section for anticipated below-

ground conditions. The Contractor shall dewater each pole location, if necessary. The Contractor shall stabilize the sides of the excavation holes (if necessary) using synthetic polymer slurry drilling fluid, mixed and installed per the manufacturer's instructions, Super Mud or Super Mud Dry by Polymer Drilling Systems. Bentonite clay is not acceptable. Residual water and/or drilling fluid shall be captured by a pumping tanker truck as the pole is set and as the backfill material is added. The Contractor shall dispose of the collected water and/or drilling fluid that is not reused, in accordance with all Local, State and Federal requirements.

- a. The setting depth of the poles shall be as indicated on the Construction Drawings, with a tolerance of +6 inches deeper and -0 inches shallower. On sloping ground, always measure depth from the lowest side of the hole. The pole shall be marked for the required setting depth, placed in the hole, and made plumb. The tolerance for plumbness shall be 1/2 inch per 10 feet of height.
 2. The Owner's Project Field Manager shall be given opportunity to witness pole installation to verify proper setting depth and integrity of adjacent utilities.
 3. The stability of existing structures and facilities shall not be impaired or endangered by excavation work. Sheet piling and shoring shall be provided by the Contractor as required to protect and maintain the stability of existing structures and facilities and the sides of excavations and trenches until they are backfilled. Sheet piling, bracing and shoring shall be designed and built to withstand all loads caused by earth movement or pressure, and shall maintain the shape of the excavation under all circumstances.
 4. The Contractor shall take care to maintain silt fencing or other erosion control as required. Contractor shall use matting to enter wetlands for pole installation or removal.
 5. Contractor shall remove from the jobsite and properly dispose of excess excavated material. When approved by the Owner's Project Field Manager, surplus excavated soil may be carefully spread on the surface of the ground near structures in upland areas, in a manner to minimize damage to the surrounding environment.
- D. Backfill Around Poles: Contractor shall backfill around all transmission poles with #57 sized crushed concrete. The fill material shall be added in one cubic yard lifts and shall be continuously compacted through each lift from the bottom of the hole to the ground line using a minimum of two long-stemmed vibrators. Disturbed earth around the embedment hole shall be tightly packed and level in yard areas, and placed in a conical shape in other areas to drain water away from the pole.

- E. Pole Numbering: The Owner will be responsible for pole identification numbering after completion of the project.
- F. Backfill of Pole Holes (Pole Removals): Where poles are removed the Contractor shall be responsible for backfilling the remaining hole with a suitable clean fill material acceptable to the Owner's Project Field Manager. The fill material shall be continuously compacted from the bottom of the hole to the ground line using long-stemmed vibrators.

3.06 ANCHORS AND GUYS

- A. Anchor Installation: Contractor shall be responsible for establishing anchor locations as shown on the Construction Drawings. Anchors shall be installed at an angle such that the anchor eye is pointed at the pole eye plate, within 5.0 degrees.
 - 1. Anchors shall be installed with the aid of a torque indicator. Monitoring of torque may be accomplished either by the shear pin method or by a hydraulic indicator. Torque indication tooling shall be mounted in accordance with the manufacturer's recommendations and shall be compatible with the installation equipment. If a hydraulic torque indicator is to be used, the Contractor shall furnish current evidence of calibration to the Owner's Project Field Manager prior to any anchor installation.
 - 2. Minimum and maximum installation torques shall be as follows.
 - a. Transmission anchors shall be installed to a minimum torque of 3,500 foot-pounds, but installation torque shall not exceed 5,500 foot-pounds.
 - b. Heavy distribution anchors (795 AAC construction) shall be installed to a minimum torque of 3,000 foot-pounds, but installation torque shall not exceed 5,500 foot-pounds.
 - c. Light distribution anchors do not have a specified minimum torque, but installation torque shall not exceed 2,300 foot-pounds.
 - 3. The Contractor shall install the specified lead section and a minimum of two 5foot extensions at each transmission anchor or heavy distribution anchor location. Extensions shall be added until the specified minimum installation torque is obtained. Anchors shall not exceed the manufacturer's maximum installation torque. Additional extensions (above the two) required to reach the specified minimum torque will be paid for at the unit bid prices included in the Contract.
 - 4. If the anchor torque exceeds the manufacturer's maximum installation torque before completing installation of the minimum of two extensions, the

Contractor shall notify the Owner's Project Field Manager immediately for determination of a recommended course of action.

- B. Anchor Pilot Holes: Pilot hole will only be allowed when an attempt to install an anchor is unsuccessful. The Owner's Project Field Manager must approve the need for a pilot hole prior to the Contractor starting such work. This cost shall be included in the base Bid.
- C. Anchor Acceptance: Contractor shall mark the rod of each completed anchor installation at the ground line prior to attaching guy wires. Any anchor that creeps more than two inches after attaching guy wires and stringing conductors will be considered unacceptable. In such case, additional anchor extension(s) shall be installed, the anchor shall be re-loaded, and the Owner's Project Field Manager will review whether the resulting installation is acceptable. The Contractor shall supply the materials, labor and equipment for installation of additional extensions. Additional extensions will be paid for at the unit bid prices included in the Contract.
- D. Anchor Installation Reports: The Owner's Project Field Manager shall be given opportunity to witness anchor installation. The Contractor shall keep a record of installation torque and additional extensions. This information shall be submitted to the Owner in report form along with the associated Pay Request.
- E. Anchor Removal: The down guy anchors designated to be removed shall be removed entirely by power-driven rotary machinery where possible. If this is not successful, then the anchor rod shall be cut at two feet below the ground line.
- F. Guy Installation:
 - 1. Guy wire assembly shall be attached to the pole combination hook and the anchor eye, and shall be at a tension not greater than 10% of the rated strength of the guy strand prior to stringing conductors. Multiple guys on the same structure shall be installed with approximately equal pre-tension.
 - 2. Fiberglass guy insulators shall be installed where a down guy or span guy passes in the proximity of an energized conductor, or where otherwise specified. The completed installation shall provide clearances as required by the NESC. The non-insulated portion of the guy assembly shall not be able to contact an energized conductor if the anchor end of the guy wire becomes unattached.
 - 3. A plastic guy guard shall be securely attached to each down guy wire.

3.07 INSULATOR AND HARDWARE INSTALLATION

- A. Insulators: Insulators shall be carefully handled to avoid damage to the sheds, fiberglass rods, bases, and end fittings. Insulators shall be thoroughly cleaned before being installed on the structures.

- B. Pins and Bolts:
1. Orient the head of a pin through a hole at the higher side of the hole.
 2. Orient the head of a cotter key toward the structure.
 3. Through-bolts shall extend a minimum of 1/2-inch and a maximum of 2-1/2 inches past the last nut.
 4. Install spring washers on all bolts attaching parts to wood poles.
- C. Hardware: Install in accordance with any manufacturer's instructions. Where possible, orient hardware to shed water from any depressions or pockets.
- D. Crossarms: Poles framed for distribution construction on crossarms shall have the arms set alternately facing each other and away from each other.

3.08 CONDUCTOR INSTALLATION

- A. General: Conductors shall be installed by controlled tension method in accordance with the latest revision of IEEE Standard 524, "Guide to the Installation of Overhead Transmission Line Conductors".
1. Anchors and guy wire assemblies shall be completely installed dead-end to dead-end prior to stringing conductors in a particular line segment.
 2. Contractor shall be responsible for installing and removing temporary guard structures, guys and anchors that may be necessary for conductor stringing operations. Contractor shall provide all labor, material and equipment required for such temporary work.
- B. Handling: Conductors shall be handled so as to prevent damage of any kind. Particular care shall be observed at all times to prevent kinking, twisting, nicking, scoring, or other damage to the conductor strands.
- C. Stringing:
1. The Contractor shall furnish all equipment and supplies necessary for the conductor stringing operation including reel stands with braking devices, pulling and tensioning equipment, stringing blocks (travelers), pulling lines and cables, grips, come-alongs, turnbuckles, and grounding devices.

2. Pulling and tensioning equipment shall be located in-line with the first traveler in the pull and no closer than one-half of the span distance. Tangent structures shall not be used as an end pole for stringing and sagging conductors, nor shall they be used for temporary dead-ends.
3. Grounding: Positive grounding devices shall be used during stringing operations on all transmission lines, and shall be attached in accordance with OSHA regulations.
4. Travelers:
 - a. Sheave Diameter: The minimum sheave diameter at the bottom of the groove shall be 20 times the conductor diameter minus four inches.
 - b. At structures where the conductor line angle is between 13 and 30 degrees, sheaves with a minimum bottom groove diameter of 30 times the conductor diameter shall be used. Further, at structures where the conductor line angle is between 30 and 60 degrees, a double block arrangement of travelers with minimum bottom groove sheave diameter of 30 times the conductor diameter for each sheave shall be used.
 - c. Groove Radius: The radius of the sheave groove shall be a minimum of 0.55 times the conductor diameter and a maximum of 0.75 times the conductor diameter.
5. Stringing of conductors shall be performed at a tension such that their only contact is with the stringing blocks. Pulling tension should generally be between 50% and 75% of the sagging tension.
6. No splice, other than a Kellem-grip splice, shall be allowed to pass through a traveler.

D. Sagging:

1. For sagging by return-wave method use the calculated initial tension value at the actual ambient temperature. For sagging by scope and-target method use the calculated sag value at the actual ambient temperature and actual length of the check spans. Use the Conductor Sag Tension and Stringing Charts as the basis for calculating time, tension or sag values to use.
 - a. Sagging temperature shall be the temperature of the conductor as measured by an accurate conductor thermometer hung at the proper elevation for a minimum of fifteen (15) minutes.

- b. Where the line segment includes a running angle, the check spans shall include spans in both line directions from the running angle structure.
 - c. Sagging new conductor by the dynamometer method will not be acceptable.
 - 3. All conductors in a line segment shall be sagged on the same day if possible. Sagging shall be accomplished within 72 hours after the conductors are pulled into the stringing blocks.
 - 4. After sagging, all conductors shall be accurately plumb-marked for clipping-in at all structures on the same day. Conductors shall be clipped in within 72 hours after they are loaded to the initial sagging tension.
 - 5. Existing conductors to be transferred to or spliced, extended and attached to the new pole line shall be re-installed at their existing tension (as measured before and after by dynamometer), unless specified otherwise.
- E. Connectors: All conductors and materials used in a splice, tap, or connection shall be thoroughly cleaned, dried and burnished with a wire brush prior to make-up to ensure proper electrical and mechanical connections. Approved inhibitor compounds shall be used to minimize oxidation.
- 1. Tension splices shall not be located in spans crossing roads, railroads, or other overhead utility crossings, shall not be in the same span with a conductor dead-end, and shall be no closer than 20 feet to the insulator attachment.
 - 2. For any aluminum to copper connections (such as connection to tap wire), the aluminum shall be installed above the copper.
- F. Conductor Installation Reports: The Owner's Project Field Manager shall be given opportunity to witness conductor stringing and sagging activities. The Contractor shall keep a careful record of conductor sagging, including: limits of the pull (from structure, to structure), measured sagging temperature, location and length of the check spans, method of sagging (return-wave or scope-and-target), calculated tension or sag value, date of stringing, date of sagging, date of clipping, and any other pertinent information. This information shall be submitted to the Owner in report form along with the associated Pay Request.

3.09 EQUIPMENT INSTALLATION

- A. General: Install pole-mounted equipment in accordance with the Construction Drawings, Structure Framing Assembly Details, and the instructions or recommendations of the manufacturer.

3.10 GROUNDING

- A. Bonding of Hardware: Transmission and distribution arresters, hardware, guys, and equipment shall be electrically connected to the structure ground, as specified. Transmission poles are furnished with pads to accept grounding lugs near areas where grounds are required. A #4 AWG copper wire shall be run from all hardware to the nearest grounding lug.
- B. Pole Grounds: For wood poles, an external pole ground shall be installed continuous from the butt up to the neutral. It shall be stapled to the pole at 2-foot intervals and shall be protected by a polyethylene molding between the ground line and 8 feet above the ground line.
- C. Ground Rod Installation: Ground rods shall be installed immediately after the structure is erected. The top of the completed ground rod installation shall be at least 6 inches below final grade, and shall be at least 3 feet from the nearest face of the pole.
1. **The Contractor shall install a minimum of three 5/8" x 8' ground rod sections at each structure location by conventional methods using an air compressor and air hammer. This cost to be included in the lump sum bid price.** Contractor shall install and test the three ground rod sections and if a ground resistance reading of 10 ohms or less is not obtained, then two (2) additional ground rod sections shall be driven and a ground resistance reading taken. If five (5) ground rod sections have been installed and a ground resistance of 10 ohms or less is still not obtained, the Contractor shall advise the Owner. The Contractor shall install additional ground rod sections until a satisfactory reading is obtained, if so directed by the Owner's Project Field Manager. The Contractor shall supply the labor and equipment for installation of additional ground rod sections. Additional ground rod sections (above the three) will be paid for at the unit bid prices included in the Contract.
 2. A ground resistance reading of 25 ohms will be acceptable at distribution poles.
 3. The ground connection between the structure and the ground rod shall be installed immediately after satisfactory testing.
- D. Ground Rod Installation Reports: The Owner's Project Field Manager shall be given opportunity to witness ground rod installation and testing. The ground rod resistance measurements shall be made with a "ground megger". The tests shall be performed as recommended by the manufacturer of the instrument used. The Contractor shall keep a record of the number of rods driven and the resistance readings. This information shall be submitted to the Owner in report form along with the associated Pay Request.

3.11 SUBSTANTIAL COMPLETION AND CLEAN-UP

- A. Materials or workmanship discovered or determined during construction to be defective or otherwise not in compliance with the Construction Drawings or technical specifications shall be promptly repaired or replaced as described in the Special Conditions, and to the satisfaction of the Owner at the expense of the Contractor.
- B. The Contractor shall notify the Owner when, in their opinion, the construction is ready to be declared substantially complete and to be placed in-service. The Owner and/or their designated representative will perform a final field review to determine general conformance with the Construction Drawings and technical specifications and to document any shortcomings in the form of a Punch List.
- C. The Contractor shall address the items contained in the Punch List, submit required installation reports (Article 1.07), and submit as-built field record documents (Article 1.15). The Owner will determine when sufficient Punch List items have been addressed to declare the project substantially complete. All Punch List items shall be addressed to the satisfaction of the Owner before final Pay Request can be processed.
- D. The Contractor shall remove waste materials and trash from the jobsite and shall repair (or cause to be repaired) any damage as described in the Special Conditions, and to the satisfaction of the Owner and any permitting agencies. Clean-up and repairs must be completed before final Pay Request can be processed.
- E. Construction observation and final field review by the Owner or waiving of inspections shall not relieve the Contractor from performing their obligations under the Contract, nor shall it invalidate any claim of the Owner at a later date because of defective or unsatisfactory materials or workmanship.

INSURANCE REQUIREMENTS

230 KV Transmission Line Relocation for the City of Lakeland

Department of Electric Utilities

STATEMENT OF PURPOSE

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

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

CITY DEFINED

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

OTHER PARTY DEFINED

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

LOSS CONTROL/SAFETY

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

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

INSURANCE - BASIC COVERAGES REQUIRED

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

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

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

INSURANCE – BASIC COVERAGES REQUIRED (cont’d)

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

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

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

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

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

The liability limits shall not be less than:

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

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$1,000,000 Single limit each occurrence
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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: \$2,000,000

ADDITIONAL INSURANCE

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

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

The liability limits shall not be less than: \$100,000

Installation Floater Coverage: Installation Floater Coverage is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Other Party, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

The liability limits shall not be less than: To cover cost of Lakeland Electric materials to be stored at any one time.

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 _____

Specification of Safety and Occupational Health Requirements

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

I. General

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

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

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

- a. **Foot protection** must meet ANSI Z41.1-1999 standards and worn on all City properties.
- b. **Head protection** must meet ANSI Z89.1-1986 standards and worn in all areas except office buildings and office trailers.
- c. **Eye and face protection** must meet ANSI Z87.1-1989 standards and worn in all areas except office buildings and office trailers.
- d. **Hand and Arm Protection** must meet OSHA 29CFR§1910.138 requirements for proper selection, inspection, and care.
- e. **Hearing Protection** must meet ANSI S3.19-74, OSHA 29CFR§1910.95(j) and 29CFR§1910.95 Appendix: B requirements. Hearing protection must be worn in areas where the noise level is over 85 dB

III. Housekeeping

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

IV. Smoking

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

V. Safety Kick-offs and Safety Stand-Downs

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

VI. Training Documentation

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

VII. Written Safety Programs or Plans

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 #2: Sanitation

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

Supplemental #3: Road Work Safety**Work Zone Safety**

Work zones are any areas where work is being performed by a contractor. Work zones can present hazards to citizens, City employees, and contractors; it is the contractors responsibility to take the proper precautions to reduce these risks. Work zone protection is the adequate safe-guarding or protecting of pedestrians, motorists, employees, and equipment using PPE, suitable barriers, warning signs, lights, flags, traffic cones, high-level standards, barricade rope, flaggers, etc., as the job requires on approaches to work areas, excavations, open manholes, parked equipment, etc. Proper work area protection shall be planned to ensure the safety and protection of the employee, the public and the equipment.

A. PPE

All employees working on or within 15 feet of a road way for longer than 15 minutes all employees must wear FDOT approved Class 3 reflective clothing or vests. Flaggers shall wear a red/orange or green-warning vest that is at least ANSI/SEA Class 2 Apparel compliant. Warning garment worn during periods of limited visibility shall be of a reflective material meeting those specifications -outlined in the ANSI/SEA Class 3 Apparel.

B. Maintenance of Traffic (MOT) or Temporary Traffic Control (TTC)

The contractor will perform contractual duties in a manner that reduces interference with public traffic as much as possible. Such times as the contractor must perform work that impedes public traffic; for example, when crossing, obstructing, or closing roads, driveways, and walkways (private or public). The contractor is solely responsible for establishing and maintaining safe detours and lane closures per FDOT MOT/TTC requirements. The contractor is responsible for informing property owners when private drives will be closed or redirected. 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 zone, if needed.

MOT/TTC can be performed by a FDOT MOT/TTC intermediate certified employee or supervised by a FDOT MOT advanced certified employee.

- a. **Signs**-Work zone warning signs must be placed in accordance with FDOT requirements in a manner that establishes the best protection for citizens, employees, and contractors. Signs must be removed or covered when work is not underway and the hazard is not present.
- b. **Barricades**- Only FDOT approved barricades and cones must be utilized for MOT/TTC. The contractor is responsible for ensuring that any barricades have warning illumination, such as beacon lights, from sunset to sunrise.
- c. **Flaggers**- Flaggers or other appropriate traffic control shall be used wherever there is a doubt that signs, signals, and barricades can achieve effective protection.
- d. **Vehicles, Equipment, and Materials**- The contractor is responsible for placing vehicles, equipment, and materials so that these items pose the least impedance and hazards to traffic (vehicle or pedestrian). Vehicles or equipment working on or within ten feet of the roadway must be equipped with a minimum of one amber 360-degree Class I warning device. The warning device must be in operation all the time the vehicle or equipment is on or within ten feet of the roadway.

Supplemental #4: Fall Protection

Fall Protection must meet 29CFR§1910.140 and 29CFR§1910.66 Appendix C for general industry contracts and 29CFR§1926.501 for construction contracts. The contractor is responsible for training their employees on the proper selection, donning, maintenance, and inspection of personal fall protection and fall arrest systems. The contractor is responsible for providing, maintaining, and inspecting fall protection devices for their employees. The contractor is responsible for ensuring that all tie-off points can hold at least 5,000 pounds. The City of Lakeland's Safety Team reserves the right to inspect all fall protection devices, including tie-off points.

Supplemental #8: Hot Work

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

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

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

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

Supplemental #13: Equipment Safety

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

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

Supplemental #14: Crane Safety

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