

MEMORANDUM

TO: MAYOR AND CITY COMMISSION
FROM: CITY ATTORNEY'S OFFICE
DATE: February 19, 2018
RE: Agreement with SouthEast Industrial Sales and Service, Inc. for Annual Cleaning of Plant Equipment

Attached hereto for your consideration is a proposed Agreement with SouthEast Industrial Sales and Service, Inc. (SouthEast) for the annual cleaning of air pre-heaters, heat exchangers and other miscellaneous equipment for McIntosh Units 3 and 5 and Larsen Unit 8. The cleaning is necessary to maintain efficient operation of the units, reduce corrosion of the structures and help maintain appropriate stack emissions.

Accordingly, on December 4, 2017, the City's Purchasing Department issued Invitation to Bid No. 7352, seeking a qualified and experienced Pressure Wash Cleaning/Hydroblasting Contractor to supply the supervision, labor, materials, tools, equipment, vehicles, rigging, fixtures, bracing, cribbage, and expendables for the complete cleaning of select power plant components and equipment. The City received responses from the following contractors:

Supplier	Location	Initial Bid	Selected Scope
Orange Industrial Sales, LLC	Bartow, FL	\$295,296.00	\$186,224.00
SouthEast Industrial Sales and Service, Inc.	Tampa, FL	\$309,660.00	\$179,255.00
HydroChem PSC	Plant City, FL	\$423,409.17	
Gaffin Industrial Services, Inc.	Valrico, FL	\$694,385.00	

Upon evaluation by staff, SouthEast was selected as the most responsive, responsible bidder with the lowest price. Although the initial bid price from Orange Industrial Sales, LLC (Orange) was lower, upon review City staff determined that several scope of work items in the bid would be omitted from the Agreement with SouthEast. While the cleaning of McIntosh Unit 2 was originally included in the

City's bid, it was omitted from the scope of work since Unit 2 will not be viable this year. The cleaning of the condenser tubes on Units 3 and 5, was also omitted from the scope of work because services will be performed by another contractor that was more specialized and economical for that specific type of work. In addition, several interior tank cleanings will not be included in the scope of services performed by SouthEast. When the above-specified items were excluded from the City's bid, the total cost for SouthEast's services was \$6,969 less than Orange.

Upon approval by the City Commission, SouthEast will perform services throughout the remainder of FY18, with major work being conducted on Unit 3 during the Spring outage scheduled for March 17th through April 30, 2018. The Agreement will be in effect through September 30, 2018, with an option to renew for four (4) additional one (1) year periods upon mutual written consent of the parties. All services provided by SouthEast will be performed in accordance with the terms/conditions contained in the City's Bid Specifications. The total cost of the work is \$179,255.00 and is included in Lakeland Electric's FY18 budget.

It is recommended that the appropriate City officials be authorized to approve this Agreement with SouthEast for the annual cleaning of air pre-heaters, heat exchangers and other miscellaneous equipment for McIntosh Units 3 and 5, as well as Larsen Unit 8 on behalf of the City.

attachment

SPECIFICATION WITH TERMS AND CONDITIONS

SPECIFICATION NO. PBO 17003

FOR

CLEANING OF AIR PREHEATER, HEAT EXCHANGERS, AND OTHER

MISCELLANEOUS EQUIPMENT

LOCATED AT

McINTOSH POWER PLANT

UNIT NOS. 2, 3 & 5

AND LARSEN POWER PLANT

UNIT NO. 8

PREPARED BY:

THOMAS J. MOOS

DEPARTMENT OF ELECTRIC UTILITIES

CITY OF LAKELAND

LOG OF REVISIONS

REVISION	DESCRIPTION OF CHANGES	DATE	APPROVED BY
-	Formal Issue Incorporating Current Legal, Commercial and Insurance Requirements	6/5/1992	BAB
A	Added Para. 4.1.1H and 5.8.10. Revised Section 3.0B, Para. 4.1.1G, 4.4, 5.2.2, 5.8.8, 5.17, 5.23.1C, 5.24, 6.2.2, 6.2.3, and 6.2.9	11/6/1992	BAB
B	General Revisions	8/30/1994	RDS
C	Added template agreement, inserted and clarified instructions to Spec. writer	8/21/2001	TAA
D	Reformatted in Office 2000, clarified comments to Spec. writer	8/30/2002	LB & TAA
E	Clarified and inserted some additional comments to Spec. writer	6/16/2003	LB
F	Updated definitions	7/30/2003	TAA
G	Changed default language and added right to offset	8/12/2003	TAA
H	Revised termination paragraph to be for convenience. Default paragraph covers termination for default	3/1/2004	MC
I	Inserted amended insurance language from Risk Management dept.	4/22/2004	TAA
J	Additional language in Bid Section from the Purchasing dept.	4/19/2006	JH
K	Additional language in Scope, Technical & Bid Preparation	7/17/2007	ARM
L	General Revisions	8/17/2012	DCB
M	Removed McIntosh, Unit No. 1 from scope; added mechanical scrapers to scope for condensers; plus, general revisions	7/25/2017	TJM
N	Conformed to updated Format	8/23/2017	MKB

Contents

- SECTION 1.0 DEFINITIONS 7
 - 1.1 General Definitions 7
- SECTION 2.0 DESCRIPTION OF WORK..... 9
 - 2.1 Scope..... 9
 - 2.2 Schedule..... 10
 - 2.3 Final Acceptance 10
- SECTION 3.0 TECHNICAL REQUIREMENTS..... 11
 - 3.1 McIntosh, Unit No. 2 Equipment 11
 - 3.1.1 DeLaval Condenser Tubing..... 11
 - 3.1.2 Westinghouse Lube Oil Cooler Tubing..... 11
 - 3.1.3 Westinghouse Horizontal Hydrogen Cooler Tubing 11
 - 3.1.4 Basco Vacuum Pump Heat Exchanger Tubing 11
 - 3.1.5 EHC Cooler Tubing 11
 - 3.1.6 Boiler Feed Pump Lube Oil Cooler Tubing 11
 - 3.1.7 Seal Oil Cooler Tubing 11
 - 3.1.8 Ljungstrom 22-1/2HRX Horizontal Air Preheater (S/N 5846-5847) 12
 - 3.2 McIntosh, Unit No. 2 Air Preheater Cleaning Instructions 12
 - 3.2.1 Preparation for Air Preheater Wash 12
 - 3.2.2 Air Preheater Pressure Wash 12
 - 3.2.3 Post Inspection of Air Preheater 12
 - 3.3 McIntosh, Unit No. 3 Equipment 13
 - 3.3.1 SWECO Condenser Tubing 13
 - 3.3.2 Lube Oil Cooler Tubing 13
 - 3.3.3 Hydrogen Cooler Tubing 13
 - 3.3.4 Vacuum Pump Heat Exchanger Tubing 13
 - 3.3.5 EHC Cooler Tubing 13
 - 3.3.6 Stator Cooling Water Heat Exchangers Tubing..... 13
 - 3.3.7 Exciter Cooler Tubing 14
 - 3.3.8 Demineralizer Sulfuric Acid Tank (# T016) 14
 - 3.3.9 Condensate Polisher Sulfuric Acid Tank (# T090) 14
 - 3.3.10 Demineralizer Caustic Soda Tank (# T012)..... 14
 - 3.3.11 Condensate Polisher Caustic Soda Tank (# T091) 14

3.3.12	Cooling Tower Sulfuric Acid Tank (# T025)	14
3.3.13	Nos. 31 & 32 Rothemuhle Air Preheaters.....	14
3.4	McIntosh, Unit No. 3 Air Preheater Cleaning Instructions	15
3.4.1	Preparation for Air Preheater Wash	15
3.4.2	Air Preheater High Pressure Wash.....	15
3.4.3	Post Inspection of Air Preheaters	16
3.5	McIntosh, Unit No. 3 Scrubber Area / FGD System	16
3.5.1	Scrubber Area Sump	16
3.5.2	Outlet Duct from Abs. Outlets to Stack (Including By-Pass Ducts)	16
3.5.3	Inlet Duct from Crossover Plenum through Quencher Inlet Guillotines	17
3.5.4	Areas encompassed between Inlet and Outlet Guillotine Dampers	17
3.5.5	Mill Product Tank	17
3.5.6	Slurry Storage Tank (old).....	17
3.5.7	Slurry Storage Tank (new).....	17
3.5.8	Ball Mill Cyclone/Troughs	17
3.5.9	Absorber Tower and Tank.....	17
3.5.10	Quencher Sumps.....	18
3.5.11	Quencher Venturis.....	18
3.5.12	Inlet Duct from Inlet Guillotines through Quencher Venturis	18
3.5.13	Smoke Stack	18
3.5.14	Scrubber Vessel.....	18
3.6	McIntosh, Unit No. 5 Equipment	18
3.6.1	Alstom Condenser.....	18
3.6.2	Steam Turbine Generator Water Cooler Tubing.....	19
3.6.3	Combustion Turbine Generator Hydrogen Cooler Tubing.....	19
3.7	Larsen, Unit No. 8 Steam Turbine Equipment	19
3.7.1	C.H. Wheeler Mfg. Co. Condenser Tubing	19
3.7.2	G.E. Vertical Hydrogen Cooler Tubing.....	19
3.7.3	Ross Lube Oil Coolers Tubing (Type "CP" Special)	19
3.8	Larsen, Unit No. 8 Combustion Turbine Equipment	19
3.8.1	ITT Atomizing Air Precooler Tubing	19
3.8.2	Lube Oil Coolers Tubing	19
3.8.3	Ecodyne Cooling Tower Tubing.....	20

3.9 Precautions	20
SECTION 4.0 DEFINITION OF RESPONSIBILITIES	20
4.1 CONTRACTOR'S Responsibilities	20
4.2 General Responsibilities of the OWNER	22
SECTION 5.0 BID PREPARATION	22
5.1 Bidder's Qualifications	22
5.2 Bid Instructions	22
5.3 Bid Addenda.....	24
5.4 Placement of Order.....	24
5.5 Post Bid Meeting.....	24
5.6 Compatibility with Jobsite Conditions.....	24
5.7 CONTRACTOR'S State License	24
5.8 Acceptance of Bid	24
SECTION 6.0 GENERAL PROVISIONS.....	24
6.1 Form of Agreement.....	24
6.2 Change Orders	25
6.3 Project Schedules.....	25
6.4 Subcontractors.....	25
6.5 Back-Charges.....	25
6.6 Payment.....	26
6.7 Invoices	27
6.8 Substitutions	27
6.9 Performance Guarantee and Equipment Warranty.....	27
6.10 CONTRACTOR'S Obligations	28
6.11 CONTRACTOR'S Cooperation	28
6.12 Assignment	28
6.13 Codes and Regulations.....	29
6.14 OWNER'S Representative.....	29
6.15 Inspection	29
6.16 Fire Protection	30
6.17 Site Clean Up.....	30
6.18 Plant Location and Access.....	30
6.19 Entrance Gate and Parking	30

6.20 Operations Interference	31
6.21 Royalties and Patents.....	31
6.22 Damages to Asbestos Designated Equipment	31
6.23 Licenses and Insurance	31
6.24 Default	31
6.25 Termination for Convenience	32
6.26 Delay	32
6.27 Force Majeure.....	32
6.28 Claims and Contract Negotiation	32
6.29 Notice.....	33
7.30 Jurisdiction, Venue and Governing Law	33
7.31 Public Records	34
SECTION 8.0 SPECIAL REQUIREMENTS.....	34
8.1 Right to Offset.....	34
ATTACHMENT 1	35
ATTACHMENT 2	36

SECTION 1.0 DEFINITIONS

1.1 General Definitions

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

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

- m. "Hazardous Materials" shall mean those materials included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", "contaminants" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Sections 9601, et seq.); the Hazardous Materials Transportation Act, as amended (49 USC Sections 1801, et seq.); the Resource Conservation and Recovery Act, as amended (42 USC Sections 9601, et seq.); the Toxic Substance Control Act as amended (15 USC Section 2601 et seq.); the Environmental Protection Act, R.S.O. 1990, C.E. 19; the Environmental Protection Act, S.C. 1991 c. 15.3, as amended; and in any of the regulations adopted, published, and promulgated pursuant to said laws, or in any other Laws and Regulations.
- n. Installation - Installation includes in addition to actual installation, all unloading, warehouse handling, rigging and hoisting, and furnishing of all tools, equipment and materials required to handle and install the Work, except as otherwise specified in the Contract.
- o. Invitation to Bid – Invitation to Bid shall be the Request for Proposal (RFP) or other notice duly issued by the City of Lakeland's Purchasing Department incorporating the Specification and other documents as may be required by municipal code or charter or by Florida statutes to solicit competitive prices for labor, material, and services.
- p. Manufacturer - An individual, firm or corporation who is furnishing material or equipment to either the OWNER or CONTRACTOR or both.
- q. By Others - Refers to labor or materials to be furnished by the OWNER, by a CONTRACTOR or subcontractor other than CONTRACTOR
- r. OWNER - The City of Lakeland or its authorized representatives, successors or assigns.
- s. Project - The entire construction and Work to be performed as provided in the Contract.
- t. Provisional Acceptance – Provisional Acceptance shall occur upon successful completion of all of the Work except for; (i) final completion of the punch list, (ii) delivery of as-builts and, (iii) completion of the applicable Performance Test(s).
- u. Purchase Order (PO) – A Work authorization document issued by the OWNER'S Purchasing Department with the words "Purchase Order" clearly marked on the top right corner, a PO number used for reference shown on the front, a description of the Work or a listing of the applicable Contract Documents, an authorized OWNER signature and stating the amount of lawfully authorized funds. Purchase Orders are the only documents that authorize payment of changes to the total amount authorized on the Contract.
- v. Schedule – the agreed upon sequence of activities with start and finish dates including logical relationships of activities, deliverables, and milestones agreed to at issuance of Purchase Order
- w. Shop Drawings - All Manufacturer's and CONTRACTOR's drawings, diagrams, illustrations, brochures, schedules, and other data which illustrate the details of the equipment, material and Work to be furnished for the Project.
- x. Specification – Specification shall mean the covenants, terms, conditions, and technical requirements contained in this written document titled, "Cleaning of Air Preheater, Heat Exchangers, and other Miscellaneous Equipment," Specification No. PBO 17003.
- y. Work - Work shall mean all the activities as generally described in the scope sections (typically sections 2 and 3) of the Specification.

- z. Worksite – The site upon which the Work is to be performed known as the City of Lakeland McIntosh Unit 3 power plant located on the northeast shore of Lake Parker in Lakeland, Florida. The terms “Jobsite” and “Worksite” may be used interchangeably. (modify for the appropriate place)
- aa. Deg. F – stands for temperature degrees in Fahrenheit

SECTION 2.0 DESCRIPTION OF WORK

2.1 Scope

The CITY OF LAKELAND is seeking bids from a qualified Pressure Wash Cleaning / Hydroblasting CONTRACTOR to supply the supervision, labor, materials, tools, equipment, vehicles, rigging, fixtures, bracing, cribbage, and expendables; for the complete cleaning of certain major power plant components and equipment that is required throughout the year at the following work site locations:

STATION NAME	UNIT NO(S).	SITE ADDRESS
McIntosh	2, 3 and 5	3030 E. Lake Parker Drive, Lakeland, FL
Larsen	8	2002 E. Highway 92, Lakeland, FL

- a. The CONTRACTOR shall provide without limitation, all labor, materials, equipment, and supervision to perform the work scope listed in this specification. Any work or materials not specifically detailed in this specification and documents, but would be required to perform the work, shall be included as part of the CONTRACTOR’S scope. All work shall conform to Section 3.0 – TECHNICAL REQUIREMENTS and all other sections of this specification.
- b. Work will be conducted on an as-needed basis through a written Work Order. The OWNER reserves the right to schedule Work and sequence of Work in any Work Order at the OWNER’S sole discretion. The OWNER will advise the CONTRACTOR as to what work needs to be done and the CONTRACTOR is expected to be on site within two (2) days of notice to commence, and unless otherwise advised, is expected to complete the assigned work per the time frame given below:

STATION AND UNIT NO. DESIGNATION	EQUIPMENT DESCRIPTION	WORK DURATION
McIntosh, Unit No. 2	All equipment	6 days
McIntosh, Unit No. 2	Air Preheater, (APH)	2 days
McIntosh, Unit No. 2	Condenser	2 days
McIntosh, Unit No. 3	All equipment	9 days
McIntosh, Unit No. 3	Air Preheater, (APH)	4 days
McIntosh, Unit No. 3	Flue Gas Desulfurization, (FGD) system	6 days
McIntosh, Unit No. 3	Condenser	3 days
McIntosh, Unit No. 5	All Combustion Turbine, (CT) equipment	5 days
McIntosh, Unit No. 5	All Steam Turbine, (ST) equipment	5 days
McIntosh, Unit No. 5	Condenser	2 days
McIntosh	Chemical Storage Tanks	-
Larsen, Unit No. 8	All Combustion Turbine, (CT) equipment	5 days
Larsen, Unit No. 8	All Steam Turbine, (ST) equipment	5 days
Larsen, Unit No. 8	Condenser	2 days
Larsen	Chemical Storage Tanks	-

2.2 Schedule

- a. This "Cleaning Contract" shall be valid and all rates, terms, and provisions shall remain unchanged and enforced from October 1, 2017 or at the time a Purchase Order is issued until September 30, 2018. Any changes made during any contract period may occur only if mutually agreed to in writing by the CONTRACTOR and the OWNER.
- b. Upon mutual consent of both parties, the option may be available to extend this contract for up to (4) four additional (1) one-year periods. One (1) year period shall be considered starting October 1 and ending September 30. The CONTRACTOR shall submit in writing any changes in rates at the time a contract renewal letter is sent by the OWNER'S representative which will be approximately sixty (60) days prior to contract renewal. If the Contractor's rates are unacceptable to the OWNER, the OWNER, at his sole discretion, reserves the right to reject the renewal rates and re-bid the contract.
- c. The OWNER reserves the right to use any means or test necessary to inspect the quality of Work. However, the costs of such tests or means employed shall be borne by the OWNER.
- d. The OWNER or the OWNER's representative has inspected and accepted the work listed on each work order.

2.3 Final Acceptance

Final acceptance will be when:

- a. The CONTRACTOR shall notify the OWNER upon completion of the work as set forth in any Work Order. The OWNER shall inspect the Work, and if to the OWNER'S sole satisfaction, the Work will be accepted and the CONTRACTOR may proceed with invoicing for the accepted Work.
- b. The CONTRACTOR shall keep and maintain an itemized checklist during the duration of this project. This checklist shall provide a place for the CONTRACTOR and the OWNER'S Representative to review each task and sign off acceptance before each task is considered complete. Also, each day the CONTRACTOR'S Representative and the OWNER will meet to discuss ongoing Work and any problems encountered.
- c. The invoices have been matched and verified per the work orders.
- d. Material Rates, based on fixed percentage plus cost of material (**Cost Plus**), and is to be quoted with each assignment.
- e. Everyday equipment and tools costs are to be embedded in the CONTRACTOR's labor rates, (clarified in Section 4.1, CONTRACTOR's Responsibilities) and are not to be billed separately. Non-everyday equipment/tools or equipment/tools not mentioned in Section 4.1 will be quoted as a fixed percentage (**Cost Plus**) plus rental cost and are to be quoted with each assignment.
- f. All work must be approved by COL representative beforehand and be verified daily. This will be the basis for all unit prices billed to OWNER.
- g. The CONTRACTOR shall be responsible for any damage to OWNER'S equipment.
- h. All costs for any damage or rework, including, but not limited to, labor, retesting, etc., shall be borne by the CONTRACTOR. Such costs for rework may be deducted from the CONTRACTOR'S invoice.

SECTION 3.0 TECHNICAL REQUIREMENTS

The following is a partial list of major equipment which the CONTRACTOR may be required to clean under this cleaning Contract. The cleaning methods identified in the following sections are considered **minimum requirements** to achieve the required level of cleanliness.

3.1 McIntosh, Unit No. 2 Equipment

3.1.1 DeLaval Condenser Tubing

- a. Hydroblast Cleaning Rate: clean at 7 gpm and at 10,000 psig and with a controlled rotation and a ¼" NPT polishing nozzle
- b. Optional Cleaning Type: Condenser tube brush or scraper, properly sized for this tube material and diameter
- c. Tubing Information: 8,380 tubes, 1" OD, 18 BWG, 31' 2-5/8" long (Inhibited Admiralty Tube)
- d. Air Cooler Sections: 1,126 tubes, 1" OD, 22 BWG, 31' 2-5/8" long (Stainless Steel Tube)
- e. Tube Sheet Information: 1-1/4" thick, Muntz Metal, ASTM B-171
- f. Shell Information: 5/8" thick, ASTM A-285, Gr. C
- g. Water Boxes and Cover Information: ASTM A-285, Gr. C

3.1.2 Westinghouse Lube Oil Cooler Tubing

- a. Cleaning Rate: clean at 7 gpm and at 10,000 psig and with a 1/16" flexible lance and polishing nozzle
- b. Tubing Information: 812 tubes total (2 sets of 406 tube bundles), 5/8" OD, 20 BWG, 20' long, ASTM Spec B-111, 90/10 Cu-Ni material

3.1.3 Westinghouse Horizontal Hydrogen Cooler Tubing

- a. Cleaning Rate: clean at 7 gpm and at 10,000 psig and with a ¼" flexible lance and polishing nozzle
- b. Tubing Information: 484 tubes total (4 sets of 96 tube bundles), 1" OD, 20 BWG, 25' long, ASTM B-111, 90/10 Cu-Ni material

3.1.4 Basco Vacuum Pump Heat Exchanger Tubing

- a. Cleaning Rate: clean at 5 gpm and at 10,000 psig and with a 1/8" flexible lance and polishing nozzle
- b. Tubing Information: 232 tubes total (2 sets of 116 tube bundles), ¼" ID, 20 BWG, 66" long

3.1.5 EHC Cooler Tubing

- a. Cleaning Rate: clean at 5 gpm and at 10,000 psig and with a 1/8" flexible lance and polishing nozzle
- b. Tubing Information: 200 tubes total (2 sets of 100 tube bundles), ¼" ID, 20 BWG, 30" long

3.1.6 Boiler Feed Pump Lube Oil Cooler Tubing

- a. Cleaning Rate: clean at 7 gpm and at 10,000 psig and with a 1/16" flexible lance and polishing nozzle
- b. Tubing Information: 56 tubes total (2 sets of 28 tube bundles), ½" ID, 30" long

3.1.7 Seal Oil Cooler Tubing

- a. Cleaning Rate: clean at 7 gpm and at 10,000 psig and with a 1/16" flexible lance and polishing nozzle
- b. Tubing Information: 44 tubes, 5/8" ID, 20 BWG, 8' long, ASTM B-111, 90/10 Cu-Ni material

3.1.8 Ljungstrom 22-1/2HRX Horizontal Air Preheater (S/N 5846-5847)

- a. Heating Elements
 - i. Hot End Layer: 42", 24GA DU OHB
 - ii. Intermediate: 32", 24GA DU OHB
 - iii. Intermediate: 12", 22GA LAS
 - iv. Cold End Layer: 12", 22GA NF6 E1E
- b. Rotor Seals: Hot and Cold Leaf Types
- c. Radial Seals: #16 4211
- d. Rotor Post Seals: #16 4210
- e. Circumferential Seals: #16 4211
- f. Rotor Drive
 - i. Motor: GE, 7½ HP
 - ii. Frame: #213TZ-TEFC
 - iii. Speed Reducer: Philadelphia, 4HR Ratio 118.48:1
- g. Oil Circulation System
 - i. Motor: GE, ¾HP
 - ii. Frame: #143TC – TENV
 - iii. Heat Exchanger: Ross
- h. Cleaning Device
 - i. Motor: Master XL, ¼ HP
 - ii. Frame: #56
 - iii. Speed Reducer: Abart –Type 225 DW-Ratio 7500:1 BARCO

3.2 McIntosh, Unit No. 2 Air Preheater Cleaning Instructions

3.2.1 Preparation for Air Preheater Wash

- a. Wash water equipment shall be installed in such a manner as to allow for pressure washing from hot and cold side of the air side duct.
- b. The Air Preheater wash may only begin after all wash equipment has been properly installed and inspected and all personnel cleared of rotating members.

3.2.2 Air Preheater Pressure Wash

- a. The recommended water flow rate shall be between 60 and 70 gpm at 2,000 to 2,500 psig.
- b. The discharge pressure shall not exceed 2,500 psig to avoid damage to elements in baskets. Pressure shall be adjusted to ensure that no damage to basket elements occurs during the wash
- c. The OWNER will inspect and determine the thoroughness of the Work at specific intervals. The OWNER will only release the CONTRACTOR from further washing when in the OWNER'S sole opinion, the WORK has been adequately performed.
- d. After washing, the CONTRACTOR shall ensure that the water supply is closed off and the wash effluent eliminated from adjacent ducting and drain traps.

3.2.3 Post Inspection of Air Preheater

- a. Upon completion of all washing, the OWNER'S Representative and the CONTRACTOR'S job supervisor shall conduct a high intensity light inspection, or other method of inspection deemed

necessary and appropriate by the OWNER, before authorizing the CONTRACTOR to tear down their equipment.

- b. After said equipment is removed, a final inspection shall be conducted by the OWNER to ensure that all CONTRACTOR equipment has been removed and the air preheater has been returned in the proper condition.
- c. In the event of an emergency, the CONTRACTOR shall be prepared to wash non-stop until the completion of the cleaning of the air preheaters.

3.3 McIntosh, Unit No. 3 Equipment

3.3.1 SWECO Condenser Tubing

- a. Hydroblast Cleaning Rate: clean at 7 gpm and at 10,000 psig and with a controlled rotation and a ¼" NPT polishing nozzle
- b. Optional Cleaning Type: Condenser tube brush or scraper, properly sized for this tube material and diameter
- c. Tubing Information: 21,372 total tube count, 20,922 tubes, 7/8" OD, 22 BWG and 450 tubes, 7/8" OD, 18 BWG, 40' long, ASTM B-338, Grade 2, seam welded, titanium tubing. The perimeter tubes along the top and halfway down the sides are 18 BWG while the remainders are 22 BWG.
- d. Tube Sheet Information: ASTM B-265, Grade 2, titanium
- e. Water Box Information: ASTM A-516, Gr. 70, with a Plastacor P-400U three coat system, total DFT of 40 mils. The water boxes are fitted with a cathodic protection system.

3.3.2 Lube Oil Cooler Tubing

- a. Cleaning Rate: clean at 5 gpm and at 10,000 psig and with a ¼" ridge tubing and polishing nozzle
- b. Tubing Information: 1,840 tubes total (2 sets of 920 tube bundles), 3/8" ID, 13' long, ASTM Spec B-111, 90/10 Cu-Ni material

3.3.3 Hydrogen Cooler Tubing

- a. Cleaning Rate: clean at 7 gpm and at 10,000 psig and with a 1/8" flexible lance and polishing nozzle
- b. Tubing Information: 456 tubes total (4 sets of 114 tube bundles), 5/8" ID, 12' long

3.3.4 Vacuum Pump Heat Exchanger Tubing

- a. Cleaning Rate: clean at 7 gpm and at 10,000 psig and with a 1/8" flexible lance and polishing nozzle
- b. Tubing Information: 224 tubes total (2 sets of 112 tube bundles), 5/8" ID, 13'-6" long

3.3.5 EHC Cooler Tubing

- a. Cleaning Rate: clean at 7 gpm and at 10,000 psig and with a 1/16" flexible lance and polishing nozzle
- b. Tubing Information: 212 tubes total (2 sets of 106 tube bundles), ½" ID, 5' long, U-tubes

3.3.6 Stator Cooling Water Heat Exchangers Tubing

- a. Cleaning Rate: clean at 7 gpm and at 10,000 psig and with a 1/16" flexible lance and polishing nozzle
- b. Tubing Information: 412 tubes total (2 sets of 206 tube bundles), ½" ID, 11'-4" long

3.3.7 Exciter Cooler Tubing

- a. Cleaning Rate: shall be cleaned dry with a brass tube brush.
- b. Tubing Information: 106 tubes total, 1 bundle, ½" ID, 51" long

3.3.8 Demineralizer Sulfuric Acid Tank (# T016)

- a. Capacity: 5,000 gal
- b. Tank Liner: Yes
- c. Containment: 10,576 gal

3.3.9 Condensate Polisher Sulfuric Acid Tank (# T090)

- a. Capacity: 4,600 gal
- b. Tank Liner: Yes
- c. Containment: None, drains to polisher sump

3.3.10 Demineralizer Caustic Soda Tank (# T012)

- a. Capacity: 4,000 gal
- b. Tank Liner: None
- c. Containment: 10,576 gal

3.3.11 Condensate Polisher Caustic Soda Tank (# T091)

- a. Capacity: 5,000 gal
- b. Tank Liner: None
- c. Containment: None, drains to polisher sump

3.3.12 Cooling Tower Sulfuric Acid Tank (# T025)

- a. Capacity: 5,225 gal
- b. Tank Liner: None
- c. Containment: 5,978 gal

3.3.13 Nos. 31 & 32 Rothemuhle Air Preheaters

This is turnkey work by the CONTRACTOR. Each air preheater cleaning must be accomplished while the air preheater is rotating. In addition to cleaning, the CONTRACTOR must perform some preliminary setup work.

- a. Air preheater technical data is as follows:
 - i. Boiler Contract No.: 334-0587
 - ii. Heater Contract No.: 549-0044
 - iii. Type: Secondary Air with stationary baskets
 - iv. Count and Size: Two (2), 8.5m diameter heaters
 - v. Weight: 314,632#
 - vi. Air/Gas ratio: 45%/55%
 - vii. Stator Depth: 73"
 - viii. Hood Speed: 0.76 rpm

Air Preheater Heating Surface	Cold End	Hot End
Material	Corten OH	Carbon steel
Depth	12"	46"

Gauge	18 BWG	24 BWG
Profile	KH11	H8
Area	32,199 ft ²	101,528 ft ²

- b. Soot Blower Information:
 - i. Location: Cold Ends
 - ii. Blowing Medium: 100 psig steam at 590°F to 900°F
 - iii. Quantity/Blower: 3,160 #/hr
 - iv. Cycle Time: 23 minutes
 - v. Drive (Electric): 15 hp, 480V, 3 phase, 60 Hz, 1,800 rpm, 256 VP Frame
 - vi. Drive (Air): 10 hp, 640 rpm, 230 scfm, Gear Box Ratio: 156:1
- c. Lube Unit:
 - i. Motor: 5 hp, 460V, 3 phase, 60 Hz, 180 rpm, 213 T Frame
 - ii. Pump: 21 gpm

3.4 McIntosh, Unit No. 3 Air Preheater Cleaning Instructions

3.4.1 Preparation for Air Preheater Wash

- a. Wash water equipment shall be installed in such a manner as to allow for high pressure washing from both top and bottom of basket elements simultaneously.
- b. Wash equipment (trolleys, spray heads, etc.) shall be capable of operating from a standard 6" channel beam. Channel beams have been installed in both "hot" and "cold" ends and are for use by the CONTRACTOR.
- c. High-pressure water access to the upper (Hot End) hood shall be through an existing 3" pipe. Hoses and fittings should be supplied that can be fed via 3" standard weight pipe to the upper portion of the air heater and connected to a CONTRACTOR supplied swivel joint, rated for the necessary pressure and flow requirements.
- d. High-pressure water access to the lower (Cold End) hood shall be via air inlet ducting. Hoses and fittings will be routed through man way doors and connected to a CONTRACTOR supplied swivel joint, rated for the necessary pressure and flow requirements needed to complete a successful wash.
- e. Water hose connected to multi-nozzle hydraulic heads shall be routed through hood access doors and those doors then properly secured so as not to drag on catwalks, during the washing phase of the contract.
- f. The CONTRACTOR will furnish all necessary hoses and fittings to hook up to existing water supply.
- g. The OWNER will not furnish any items needed for the wash. This is a turnkey basis for the CONTRACTOR.

3.4.2 Air Preheater High Pressure Wash

- a. After all wash equipment has been properly installed and inspected and all personnel cleared of rotating members, the wash may begin.
- b. There will be a minimum of two (2), 1" ID high pressure discharge hoses run from each pump up to the air heater wash manifolds. Couplers used will be of the full-bore type designed for minimum line restriction.

- c. Each wash manifold will contain a minimum of four (4) nozzles, tapered jet type. All nozzles will be new and will exhibit a solid jet stream of water exiting the orifice.
- d. Each pump system will have the equipment to set up and wash an air heater from the top and bottom simultaneously.
- e. The wash manifolds will traverse the radius of the air heaters, attached to trolleys, designed to ride a standard 6" channel beam.
- f. Wash manifolds will clean a minimum path width of 3", and will not be moved until visual inspection shows a cleaned path around its total circumference.
- g. The trolley will hold the nozzles exactly perpendicular to the air heater baskets all the way across the air heater radius, plus or minus one (1) degree.
- h. Discharge pressure shall not exceed 4,200 psig to avoid damage to elements in baskets. Pressure shall be adjusted to ensure that no damage to basket elements occurs during the wash.
- i. Water discharge shall be between 126 gpm to 327 gpm per nozzle assembly. The water discharge shall be adjusted based on cleanliness and condition of the air heater elements.
- j. The CONTRACTOR shall be prepared to wash 24 hours a day until the completion of the project to the OWNER'S satisfaction.
- k. The OWNER'S representative will inspect the cleanliness of the baskets at specific intervals and approve the work at its sole discretion.
- l. The CONTRACTOR shall continue washing until a pH of 7.0 or above is reached. This water will be sampled going into the precipitator sump located on ground floor directly underneath the Air Preheater. In any circumstance, a minimum of 18 hours of wash shall be required.

3.4.3 Post Inspection of Air Preheaters

Upon completion of all washing, the OWNER and the CONTRACTOR will conduct a visual inspection, or other method of inspection deemed necessary by the OWNER, before authorizing the removal of field equipment. After removal of the CONTRACTOR'S equipment, a final visual inspection shall be conducted by the OWNER and the CONTRACTOR to ensure that the air preheater is in the appropriate condition for unit operation.

3.5 McIntosh, Unit No. 3 Scrubber Area / FGD System

3.5.1 Scrubber Area Sump

- a. Initially check and/or clean out, then clean as necessary and a final cleaning after all vessels, etc., are cleaned.
- b. The CONTRACTOR is required to provide a temporary sump pump and piping to handle sump material and to disconnect existing piping and install his pump.
- c. A vacuum truck is required to clean sump and the material will be disposed of in lagoons provided by the OWNER. The vacuum truck maximum sound level is not to exceed 95 decibels at 5' distance.

3.5.2 Outlet Duct from Abs. Outlets to Stack (Including By-Pass Ducts)

- a. Interior is lined with Ceilcote 282-X.
- b. Five (5) expansion joints and four (4), 4" PVC drains
- c. Four (4) sets of louvers dampers, two (2) Guillotines
- d. Four (4) sets of turning vanes

- e. Low-pressure wash and sweep dry, some possible higher-pressure wash on turning vanes and dampers, etc.
- f. Care must be taken not to allow water to enter by-pass ducts beyond area of scope

3.5.3 Inlet Duct from Crossover Plenum through Quencher Inlet Guillotines

- a. The Crossover Plenum must be "dry" cleaned, i.e. swept or shoveled, low pressure water wash and vacuum dry can be accepted upon OWNER'S approval; moisture would accelerate corrosion.
- b. Care must be taken on the horizontal section of inlet duct at the guillotines, do not allow water to enter Crossover Plenum or I.D. Fans. This area should also be left relatively dry.
- c. Build-up is expected to be either fly ash or a small amount of soft slurry in a relatively dry state.
- d. The Crossover Plenum is constructed of ¼" thick, ASTM A-36 plate.

3.5.4 Areas encompassed between Inlet and Outlet Guillotine Dampers

- a. Outlet duct from Abs. Outlet turning vanes through Abs. Outlet Guillotines are to be cleaned.
- b. Interior is lined with Ceilcote 282-X.
- c. Low to medium pressure wash and sweep dry, some possible high-pressure wash on turning vanes.

3.5.5 Mill Product Tank

- a. Interior and exterior is to be cleaned, as well as surrounding floor area.
- b. Build-up is expected to be a hard-to-soft collection of lime rock, flint, slurry and metal flake from Ball Mill Ball wear.
- c. A vacuum truck is recommended for collection and disposal.
- d. Interior is Senotex polyurethane.

3.5.6 Slurry Storage Tank (old)

- a. Interior and exterior is to be cleaned, as well as surrounding floor area.
- b. Low-pressure rinse of soft slurry settlement is required.
- c. Interior is coal tar epoxied.
- d. Vacuum truck may be required due to inability to completely drain to bottom of tank.

3.5.7 Slurry Storage Tank (new)

- a. Interior and exterior is to be cleaned, as well as surrounding floor area. Tank is constructed of stainless steel. Tank diameter 36' x 41'-6" high.
- b. High pressure rinse of slurry settlement is required.
- c. Vacuum truck may be required due to inability to completely drain to bottom of tank.

3.5.8 Ball Mill Cyclone/Troughs

- a. Urethane liners on cyclones and the Senotex interior of troughs are to be cleaned.
- b. Low to high pressure is required.
- c. This should be done before Mill Product Tank.

3.5.9 Absorber Tower and Tank

Good general cleaning of interior and an external wash down where access allows, including but not limited to the following:

- a. Demister trays and framework are stainless steel/FRP (fiberglass reinforced plastic).
- b. De-foaming trays and framework are stainless steel. The CONTRACTOR shall keep material from building up over 6" thick on the trays.
- c. Stainless steel walls are to be cleaned.
- d. All piping shall be cleaned to assure that there is no blockage.
- e. Silicon Carbide Cast Ceramic Spray nozzles (3" nozzles) shall be cleaned to assure that there is no blockage. The flanged absorber nozzles (3" nozzles) shall be removed and reinstalled as needed. Stainless steel bolts and nuts shall be salvaged for reuse, CONTRACTOR shall be responsible for stainless steel bolt and nut replacement. The OWNER will inspect spray nozzles for cleanliness.
- f. The stainless steel, de-mister nozzles (½" to 3/8") must be removed to be cleaned properly. NOTE: De-mister nozzles shall be separated by size (top section 3/8", middle and bottom section ½"). The OWNER will inspect de-mister nozzles for cleanliness after installation.
- g. Tank bottom is to be cleaned.

3.5.10 Quencher Sumps

- a. Combination of Kaocrete and Ceilcote 282-X interior lining and some stainless steel.
- b. Medium to high-pressure wash is recommended.
- c. Build-up is soft to hard.
- d. External of roof surface is to be cleaned.

3.5.11 Quencher Venturis

- a. Medium to high-pressure wash of internals is recommended.
- b. Hard build-up must be cleaned from venturi walls.

3.5.12 Inlet Duct from Inlet Guillotines through Quencher Venturis

- a. This duct is mostly carbon steel and stainless steel.
- b. Note: Some louver dampers are included in this scope.

3.5.13 Smoke Stack

- a. The bottom of the smokestack shall be cleaned out.
- b. The stack diameter is 18' - 7¼".
- c. The stack drains (4) shall be cleaned out and free flowing

3.5.14 Scrubber Vessel

The entire exterior of the Scrubber Vessel shall be washed down

3.6 McIntosh, Unit No. 5 Equipment

3.6.1 Alstom Condenser

- a. Hydroblast Cleaning Rate: clean at 7 gpm and at 10,000 psig and with a controlled rotation and a ¼" NPT polishing nozzle
- b. Optional Cleaning Type: Condenser tube brush or scraper, properly sized for this tube material and diameter
- c. Tubing Information: 11,776 total tube count, 1" OD, 22 BWG, 36'-1¼" long, ASTM B-338, Grade 2, titanium tubing.

3.6.2 Steam Turbine Generator Water Cooler Tubing

- a. Cleaning Rate: clean at 7 gpm and at 10,000 psig and with a ¼" NPT polishing nozzle
- b. Tubing Information: 448 tubes total (2 sets of 224 tube bundles), 7/8" OD, 20 BWG, 11' – 11-5/8" long, 13408GH Copper Nickel ASTM B-111 Alloy 70600

3.6.3 Combustion Turbine Generator Hydrogen Cooler Tubing

- a. Cleaning Rate: clean at 7 gpm and at 10,000 psig and with a ¼" flexible lance and polishing nozzle
- b. Tubing Information: 448 tubes total (2 sets of 224 tube bundles), 7/8" OD, 20 BWG, 11' – 10½" long, 13408GH Copper-Nickel, ASTM B-111, Alloy 70600

3.7 Larsen, Unit No. 8 Steam Turbine Equipment

3.7.1 C.H. Wheeler Mfg. Co. Condenser Tubing

- a. Hydroblast Cleaning Rate: clean at 7 gpm and at 10,000 psig and with a controlled rotation and a ¼" NPT polishing nozzle
- b. Optional Cleaning Type: Condenser tube brush or scraper, properly sized for this tube material and diameter
- c. The CONTRACTOR shall be responsible for cleaning both the Condensing and Air Removal Zones
- d. Condensing Section, Tubing Information: 6,672 tube count, 7/8" OD, 18 BWG, 20'-3" long, Admiralty tubing
- e. Air Removal Section, Tubing Information: 428 tube count, 7/8" OD, 18 BWG, 20'-3" long, AISI 316 SS tubing
- f. Total Condenser Surface Area: 32,500 ft²

3.7.2 G.E. Vertical Hydrogen Cooler Tubing

- a. Cleaning Rate: clean at 7 gpm and at 10,000 psig and with a 1/8" flexible lance and polishing nozzle
- b. Tubing Information: 216 tubes total (4 sets of 54 tube bundles), ¾" OD, 16 BWG, 7' long, admiralty tubing

3.7.3 Ross Lube Oil Coolers Tubing (Type "CP" Special)

- a. Cleaning Rate: clean at 7 gpm and at 10,000 psig and with a 1/16" flexible lance and polishing nozzle
- b. Tubing Information: 608 tubes total (2 sets of 304 tube bundles), 5/8" OD, 5' long, admiralty tubing

3.8 Larsen, Unit No. 8 Combustion Turbine Equipment

3.8.1 ITT Atomizing Air Precooler Tubing

- a. Cleaning Rate: clean at 7 gpm and at 10,000 psig and with a 1/16" flexible lance and polishing nozzle
- b. Top Section, Tubing Information: 76 tubes, 5/8" OD, 16 BWG, 6' long, ASTM Spec B-111, 90/10 Cu-Ni material
- c. Bottom Section, Tubing Information: 60 tubes, 7/16" OD, 16 BWG, 6' long, ASTM Spec B-111, 90/10 Cu-Ni material
- d. Note: The U-tube bundle extends into the center of the shell

3.8.2 Lube Oil Coolers Tubing

- a. Tubing Information: 600 tubes total (2 sets of 300 tube bundles), 5/8" OD, 7' long

- b. Note: The U-tube bundle extends into the center of the shell
- c. Caution: Do not try to insert anything into the tubes since there are internal fins which provide turbulent flow.

3.8.3 Ecodyne Cooling Tower Tubing

- a. Cleaning Rate: clean at 7 gpm and at 10,000 psig and with a ¼" flexible lance and polishing nozzle
- b. Tubing Information: 168 tubes, 1" OD, 0.049" MWT, 41' long, ASTM Spec B-111, 90/10 Cu-Ni material, with tube fins
- c. Tube Fin Information: 2¼" OD aluminum tube fins, 11 fins per inch, shoulder type tension wound
- d. The CONTRACTOR shall be responsible for replacing any gaskets and/or plugs that may leak after the cleaning services are performed.

3.9 Precautions

- a. No direct pressure wash will be permitted on any of the heat exchanger tube sheets.
- b. Note: The first several inches of tubes must be cleaned mechanically by non-destructive means. Then the normal high-pressure wash can achieve the remaining cleaning necessary. All tubes shall be cleaned at a maximum rate of 1 ft/sec.
- c. Over spray, wastes, and drainage from cleaning process must be contained by the CONTRACTOR and debris cleaned up.
- d. Rope off areas that are necessary for safety and use personnel or tags to assure safety.
- e. Do not walk directly on Demister trays. Use 2' x 8' plywood or scaffold boards.
- f. Any pressure washing in any vessel that removes the existing liner material, the CONTRACTOR will deduct off the lump sum bid the square footage costs to repair the liner. The OWNER will give the CONTRACTOR a square foot cost to repair liner based on the Awarded Liner Contractor's cost.
- g. When handling environmentally hazardous materials such as ethyl glycol, lube oils, etc., the CONTRACTOR shall be responsible for cleaning up any spills to the satisfaction of the OWNER at no additional cost.

SECTION 4.0 DEFINITION OF RESPONSIBILITIES

4.1 CONTRACTOR'S Responsibilities

- a. The CONTRACTOR shall provide necessary qualified personnel to perform work specified by the OWNER.
- b. The CONTRACTOR shall assume full responsibility for their employees' conduct while on OWNER'S property.
- c. The CONTRACTOR shall not permit any alcoholic beverages or illegal drugs on OWNER'S property. Any person showing the most minor symptoms of alcohol or drug use shall be immediately removed from OWNER'S property and shall not be allowed to return. Likewise, the CONTRACTOR shall not permit any firearms to be brought on OWNER'S property.
- d. The CONTRACTOR shall provide materials and installation of all required heat retention covering.
- e. The CONTRACTOR shall provide all expendable materials including thread and joint compounds, solvents, rags, blast media, etc.

- f. The CONTRACTOR shall provide all small hand and power tools necessary to perform his work including screw guns, drills, etc.
- g. The CONTRACTOR shall provide, when needed, general purpose slings, rigging equipment, including chain hoist, buck hoist, tools, heating and burning equipment, precision measuring tools, and hand tools. Provide oxygen and acetylene as required.
- h. The CONTRACTOR will provide all materials, equipment, tools and consumables to complete work as detailed in Section 2.1 (SCOPE).
- i. The CONTRACTOR shall provide temporary lighting, electrical connectors, extension cords, etc. (NOTE) Lighting circuit availability is limited. CONTRACTOR shall supply self-generating units as needed.
- j. The CONTRACTOR will supply compressed air (for air tools) and scaffolding, as required.
- k. The CONTRACTOR shall provide a lockable tool box/trailer to store the CONTRACTOR's tools, materials, and equipment in.
- l. The CONTRACTOR shall provide protection of all power plant equipment adjacent to work area (above, below, beside). The CONTRACTOR shall provide temporary weather protection materials (lumber, visqueen, tarps, etc.) and erection of such materials as required.
- m. The CONTRACTOR shall provide trash disposal, and cleanup and removal of all debris from site prior to demobilization.
- n. The CONTRACTOR shall provide all required office facilities, tool storage facilities, etc.
- o. The CONTRACTOR shall furnish its own sanitary facilities, water cans, and ice.
- p. The CONTRACTOR will provide an overhead crane (include operator), as needed.
- q. The CONTRACTOR shall furnish fire extinguishers, as needed.
- r. The CONTRACTOR shall provide own safety equipment.
- s. The CONTRACTOR shall perform work in a clean and orderly manner using safe work practices in compliance with OSHA.
- t. The CONTRACTOR shall be responsible for any preventative measures to contain any potential release or spill of environmentally hazardous material and petroleum products that may result from performing the contracted work.
 - i. In the event of a release or spill of environmentally hazardous material and/or petroleum products by CONTRACTOR or any event observed by CONTRACTOR, the CONTRACTOR shall notify the plant operations Control Room/PPS/O @ (863) 834-6681.
 - ii. CONTRACTOR shall be responsible for any cleanup, removal, and disposal of said materials or products resulting from performing contracted work and CONTRACTOR shall provide copies of all waste generation disposal manifests, disposal site records, transport records, certificate of disposal, etc., to the City of Lakeland.
 - iii. Where there is the potential for a release or spill of environmentally hazardous material and/or petroleum products that could result from performing contracted work, the City of Lakeland Risk Management Department will determine CONTRACTOR insurance requirements and specify those requirements within the bid or contract documents.
- u. THE CONTRACTOR SHALL PROVIDE THE OWNER COPIES OF MSDS FOR ALL CHEMICALS THAT ARE TO BE USED ON THE JOBSITE PRIOR TO BRINGING THEM ONSITE. CONTRACTOR SHALL ALSO SUPPLY THE OWNER WITH AFFIDAVIT THAT ALL CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS HAVE RECEIVED TOXIC SUBSTANCE/RIGHT TO KNOW TRAINING.

- v. The CONTRACTOR shall maintain a mobile communication device for the CONTRACTOR'S on-site supervisor for daily and emergency communications. The CONTRACTOR's on-site supervisor will be required to be available for communication on a 24 hour, 7 Day a week basis.
- w. The CONTRACTOR shall furnish Bid, Public Construction bond, and insurance in accordance with terms specified in the Invitation to Bid.
- x. The CONTRACTOR shall provide all NDE requirements (magnetic particle, dye penetrant, ultrasonics, etc.).
- y. The CONTRACTOR shall provide a written report that includes:
 - i. Description of inspections performed on all equipment involved, including problems encountered, corrections, and parts utilized.
 - ii. Photographic record of all problems encountered (cracks, erosion, galling, tube bulges, corrosion, etc.).
 - iii. All clearance and alignment records.
 - iv. Recommended spare parts including a complete list of all parts utilized during inspection.
 - v. Complete report on start-up after inspection including performance analysis.
 - vi. Complete NDE report.
 - vii. "As-built" CPM on complete inspection.

4.2 General Responsibilities of the OWNER

- a. The OWNER will supply existing electrical power (480 V AC and 115 V AC), compressed air (for air tools) and water at existing locations. The CONTRACTOR shall be responsible for extending these services to the work site, as needed.
- b. The OWNER will provide existing station fire protection from existing fire hydrants. CONTRACTOR shall furnish fire extinguishers.
- c. The OWNER will isolate units and make ready for work, when needed.
- d. The OWNER'S Representative shall coordinate job progress and review with CONTRACTOR'S job supervisor and to approve any additional work items not included in "SCOPE OF WORK".
- e. The OWNER will provide an overhead crane (does not include operator).

SECTION 5.0 BID PREPARATION

5.1 Bidder's Qualifications

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

5.2 Bid Instructions

- a. The bid may not be given full consideration unless it is firm and includes all the information requested in this Specification, and on the OWNER'S Invitation to Bid. A satisfactory explanation must be given for not complying with the bid instructions. Failure to provide all applicable information, or to submit bid by due date, may be cause for disqualification as non-responsive.
- b. To allow the OWNER the opportunity to properly evaluate the Bids, and to become the successful bidder, Bidders must be able to provide a proven ability to perform the type of work described herein. Bidders should include at the time of bid submittal, a minimum of:

- i. A list of a minimum of three (3) jobs that the Bidder has performed within the past three (3) years which are of equal size, scope, magnitude and complexity as the type of work to be done for the OWNER. The list should include the name of the entity, name and phone number of a responsible individual qualified to respond to questions concerning the Bidder's abilities, costs, schedules, etc. Prior successful accomplishment of such equal work will be a consideration in determining whether the Bidder is qualified to perform the Work.
- ii. Supervisory and staffing capabilities with resumes of supervisory personnel planned for subject work and the number and classification of personnel required per shift.
- iii. A total firm price for all work and materials outlined in all sections of this Specification. The Bid shall also include unit prices where indicated. It must be clearly understood that this is a total firm price bid for work defined in this specification. Only unexpected or unknown major or extensive repair will be negotiable for an increase in compensation for services rendered using an agreed upon total firm price or unit prices and must be agreed to in writing by the OWNER.
- iv. A breakdown for response times to include emergency maintenance / repair work to restore system.
- v. Terms of payment for work completed on the Jobsite which will produce the lowest overall total price on a delivered basis for all work and material furnished, subject to any specified final payment provisions.
- vi. Copy of typical final report provided to clients.
- vii. Breakdown of hourly rates for all personnel classifications involved to be utilized in determining extra cost of any work not covered by this specification and agreed to in writing by the OWNER.
- viii. A breakdown for materials, labor cost and estimated duration of contract. The OWNER requires that separate invoices be submitted for labor and material.
- ix. A breakdown of **additional** insurance expenses the bidder will incur if required to meet the insurance limits of this specification.
- x. Statement of performance guarantee, if any.
- xi. Air, water, steam and utility requirements, where applicable.
- xii. Complete list of equipment included with system, giving model number and name and location of manufacturer.
- xiii. Operating performance or efficiency curves, in triplicate.
- xiv. Descriptive literature, bulletins and other data covering system or equipment proposed.
- xv. Exceptions to OWNER's inquiry, drawings and Specification, if any, must be submitted with full explanation.
- xvi. Statement that equipment and/or system proposed meets with all local or state codes, laws and requirements for operation and installation in the state to be used.
- xvii. Bidders are requested to show earliest possible delivery date, expressed in calendar weeks, after receipt of purchase order.
- xviii. Bidder must complete all required vendor data as shown in this Specification, and data sheets if applicable, and return with the bid.
- xix. Bidder must arrange for separate billing by the freight carrier to the OWNER for the freight charges with the freight "FOB destination".
- xx. Bidder will ship the material "FOB destination" and pay the freight to the freight carrier.
- xxi. The Bidder shall specify the name of the repair facility, if any; that is intended to be used in performance of the Work.

5.3 Bid Addenda

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

5.4 Placement of Order

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

5.5 Post Bid Meeting

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

5.6 Compatibility with Jobsite Conditions

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

5.7 CONTRACTOR'S State License

The Bidder shall include in the bid qualification their CONTRACTOR's Registration Number as required by Florida Statute Chapter 489.

5.8 Acceptance of Bid

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

SECTION 6.0 GENERAL PROVISIONS

6.1 Form of Agreement

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

6.2 Change Orders

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

6.3 Project Schedules

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

6.4 Subcontractors

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

6.5 Back-Charges

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

6.6 Payment

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

6.7 Invoices

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

- a. All invoices shall be sent to Lakeland Electric finance at:
Lakeland Electric Finance
Accounts Payable, Mail Code: CH-AP
228 S Massachusetts Avenue
Lakeland, FL 338010

With a Copy of the invoice sent to:

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

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

6.8 Substitutions

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

6.9 Performance Guarantee and Equipment Warranty

The CONTRACTOR will provide a guarantee and warranty as follows:

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

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6.10 CONTRACTOR'S Obligations

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

6.11 CONTRACTOR'S Cooperation

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

6.12 Assignment

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

6.13 Codes and Regulations

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

AISC	–	American Institute of Steel Construction
AISI–		American Iron and Steel Institute
ANSI	–	American National Standards Institute
ASME	–	American Society of Mechanical Engineers
ASTM	–	American Society of Testing and Materials
AWS	–	American Welding Society
F.M.	–	Factory Mutual
IEEE	–	Institute of Electrical and Electronics Engineers
NACE	–	National Association of Corrosion Engineers
NEMA	–	National Electrical Manufacturers Association
NERC	–	North American Electric Reliability Corporation
OSHA	–	Occupational Safety and Health Administration
SBCC	–	Southern Building Code Congress
SSPC	–	Structural Steel Painting Council
U.L.–		Underwriters Laboratories

- c. The issue or revisions of these documents in effect on the date of the Purchase Order shall apply.
- d. In the event of a conflict between any portion of this Specification and the referenced specifications, data sheets, Manufacturer’s product information, and drawings, such conflicts shall immediately be brought to the OWNER’s attention and the OWNER shall determine which document prevails.

6.14 OWNER'S Representative

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

6.15 Inspection

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

6.16 Fire Protection

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

6.17 Site Clean Up

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

6.18 Plant Location and Access

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

6.19 Entrance Gate and Parking

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

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

6.20 Operations Interference

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

6.21 Royalties and Patents

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

6.22 Damages to Asbestos Designated Equipment

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

6.23 Licenses and Insurance

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

6.24 Default

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

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

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

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

6.25 Termination for Convenience

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

6.26 Delay

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

6.27 Force Majeure

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

6.28 Claims and Contract Negotiation

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

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

6.29 Notice

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

For City:

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

With a copy to:

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

For Consultant:

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

7.30 Jurisdiction, Venue and Governing Law

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

7.31 Public Records

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

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

SECTION 8.0 SPECIAL REQUIREMENTS

8.1 Right to Offset

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

ATTACHMENT 1

Insurance Requirements

Will be determined by RISK MANAGEMENT and added by PURCHASING

ATTACHMENT 2
Safety Requirements

Will be determined by RISK MANAGEMENT and added by PURCHASING