

## MEMORANDUM

**TO:** MAYOR AND CITY COMMISSION

**FROM:** CITY ATTORNEY'S OFFICE

**DATE:** October 2, 2023

**RE:** **Agreement for Supplemental Skilled Labor – Mechanical – for Lakeland Electric Generation Facilities**

Attached hereto for your consideration is a proposed Agreement for Supplemental Skilled Labor – Mechanical, for the McIntosh and Larsen Power Plants and Winston Generating Facility. Each year, Lakeland Electric requires additional skilled labor in various disciplines to supplement its existing workforce during times of increased workload such as planned outages.

Accordingly, on August 9, 2023, the City's Purchasing Department issued Invitation to Bid 2023-ITB-113 seeking qualified industrial maintenance contractors to supply highly skilled journeyman industrial mechanics/millwrights on an as-needed basis to perform journeyman level work in the maintenance and repair of power plant equipment in Lakeland Electric's power generating facilities. A total of two (2) firms responded to the City's Bid.

Upon evaluation, City staff determined that the two (2) listed firms are capable of providing the qualified, cost-effective supplemental labor during the term of the Agreement.

- JKF Maintenance and Construction, LLC – Bartow, FL
- TEi Construction Services – Duncan, SC

The Agreement with each firm will be effective for a one (1) year initial term subject to approval by the City Commission and continue through September 30, 2024. The Agreement contains four (4) additional one (1) year renewal options upon mutual written agreement of the parties. All services provided will be performed in accordance with the terms and conditions contained in the City's Bid Specifications and the firms' bid responses. The total estimated cost of the first year's Supplemental Labor – Mechanical, is \$200,000 and is included in Lakeland Electric's FY24 budget. The estimated cost for the five (5) year Agreement is \$1,000,000, which will be subject to City Commission approval of the budget in subsequent budget years.

It is recommended that the City Commission approve this purchase of Supplemental Skilled Labor – Mechanical - for Lakeland Electric's Generation Facilities and authorize the appropriate City officials to execute all corresponding documents on behalf of the City.

Attachment

INVITATION FOR BID

2023-ITB-113

SUPPLEMENTAL SKILLED MECHANICAL LABOR AT LAKELAND  
ELECTRIC GENERATION FACILITIES

City of Lakeland  
1140 E. Parker Street  
Lakeland, FL 33801

RELEASE DATE: August 9, 2023

DEADLINE FOR QUESTIONS: August 30, 2023

RESPONSE DEADLINE: September 8, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/lakelandgov>

City of Lakeland  
INVITATION FOR BID

Supplemental Skilled Mechanical Labor at Lakeland Electric Generation  
Facilities

I. NOTICE TO BIDDERS .....

II. INTRODUCTION.....

III. SCOPE OF WORK.....

IV. INSURANCE AND SAFETY REQUIREMENTS .....

V. SPECIFICATION OF SAFETY AND OCCUPATIONAL HEALTH .....

VI. VENDOR QUESTIONNAIRE .....

VII. PRICING PROPOSAL.....

Attachments:

- A - Indemnification 2023 Contractor
- G - PSM - Contractor Annual Audit Form
- H - Scope - Job Description

## 1. NOTICE TO BIDDERS

### INVITATION TO BID

Supplemental Skilled Mechanical Labor at Lakeland Electric Generation Facilities

### FOR THE CITY OF LAKELAND

Wednesday, August 9, 2023

ITB No.2023-ITB-113

Sealed bids will be received electronically by the Purchasing Manager via OpenGov, the City's e-Procurement Portal ("Portal"), until 3:00 pm – Friday, September 8, 2023. Bids received after this specified time and date will not be considered. The sealed bids will be publicly opened and read aloud on the same date and time in the office of the Purchasing Manager for the following:

#### **Bid Documents may be accessed by visiting our Website**

**at <https://procurement.opengov.com/portal/lakelandgov> or by contacting the City of Lakeland Purchasing Division @ (863) 834-6780. Bid Documents are Required for Bid Submittal. Bidders are required to submit their responses through the Portal. Bidders shall sign up on the Portal if an account does not exist.**

**THE CITY OF LAKELAND IS SOLICITING SEALED BIDS FROM QUALIFIED VENDORS TO PROVIDE: Supplemental Skilled Mechanical Labor at Lakeland Electric Generation Facilities.**

**THE BIDS SUBMITTED SHALL BE IN COMPLETE ACCORDANCE WITH, WITHOUT LIMITATION, THIS INVITATION TO BID, THE ATTACHED CITY OF LAKELAND SPECIFICATIONS, AND ALL CODES AND REQUIREMENTS REFERENCED THEREIN.**

All Questions regarding this invitation to bid shall be in writing and submitted electronically via the Portal through the Question and Answer tab before 5:00 pm on Wednesday, August 30, 2023. Responses will be released on the Question and Answer Tab.

### 1.1. 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 5:00 pm on Wednesday, August 30, 2023 via the Portal's Question and Answer tab. 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.**

### 1.2. BIDDING DOCUMENTS and DRAWINGS

Bidding Documents are in electronic PDF format and may be accessed by logging onto the City Purchasing e-Procurement Portal in the [#ATTACHMENTS](#) sections.

### 1.3. FLORIDA PUBLIC RECORDS LAW

Respondent's 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](mailto:KEVIN.COOK@LAKELANDGOV.NET), ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.**

### 1.4. 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.

### 1.5. 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.

### 1.6. 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.

### 1.7. 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.

### 1.8. 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.

### 1.9. 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.

### 1.10. 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.

### 1.11. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

### 1.12. 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 acknowledgment of any addenda that affects the bid price(s) may be considered an irregularity and may be cause for rejection of the bid.

### 1.13. LOCAL VENDOR PREFERENCE

A copy of City's Local Preference Policy, Ordinance No. 5912 dated January 3, 2022 is attached.

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

provides a copy of its local business tax receipt, if located within the City of Lakeland, or a copy of its Polk County local business tax receipt, if located outside of the City limits but within Lakeland Electric's service territory.

#### 1.14. BID PROTEST PROCEDURE

The City's procedure on bid disputes is located in the City's Purchasing Manual and can be found at <https://www.lakelandgov.net/departments/purchasing/bid-dispute-policy>.

#### 1.15. TERMS AND CONDITIONS OF AGREEMENT

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

#### 1.16. OPENGOV PROCUREMENT

The City of Lakeland uses OpenGov, the e-Procurement Portal ("Portal"), 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 the Portal. 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 the Portal.

#### 1.17. BID SUBMITTAL

Respondent shall complete all electronic sections of their response and submit a response before the due date and time identified in the Timeline of this solicitation. Electronic sections may comprise of but are not limited to Contact Information, Addenda Confirmation, Questionnaire, Pricing and Company Profile.

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

City of Lakeland, Florida

Mark D. Raiford, CPPB

Purchasing Manager



## 2. INTRODUCTION

### 2.1. Summary

The CITY OF LAKELAND is seeking bids from qualified Industrial Maintenance CONTRACTORS to supply skilled Industrial Mechanics/Millwrights on an as-needed basis in strict accordance with the terms and conditions set forth in this Specification. Contract Mechanics shall be utilized to assist OWNER in supplementing its existing workforce during planned Outages, and otherwise as OWNER sees fit, and will be required to perform journey level, highly skilled work in the maintenance and repair of Power Plant equipment.

### 2.2. Contact Information

**Todd Glidewell**

Purchasing Agent

1140 East Parker Street

Lakeland, FL 33801

Email: [todd.glidewell@lakelandgov.net](mailto:todd.glidewell@lakelandgov.net)

Phone: [\(863\) 834-6780](tel:(863)834-6780)

**Department:**

LE - Production - MPP

### 2.3. Timeline

The City Commission may not approve this purchase, or may ask that the plan be modified in some respect. The City may opt to modify and/or terminate the project described within the ITB.

The suggested deployment schedule contained within this ITB is subject to change based on the City's needs and/or final scoping of the project through the contract negotiation phase.

Estimated Schedule

<b>ITB release</b>	August 9, 2023
<b>ITB questions deadline</b>	August 30, 2023, 5:00pm
<b>ITB proposal due date</b>	September 8, 2023, 3:00pm

### 3. SCOPE OF WORK

#### 3.1. Scope of Work

The CITY OF LAKE LAND seeks to enter into an ANNUAL agreement with one (1) or more qualified Industrial Maintenance CONTRACTORS to supply skilled Industrial Mechanics/Millwrights to assist OWNER in supplementing its existing workforce during planned Outages, and otherwise as OWNER sees fit. Contract employees will be required to perform journey level, highly skilled work in the maintenance and repair of Power Plant equipment. Work involves the performance of a variety of repair and maintenance tasks requiring a high degree of technical knowledge, skill and precision. Workers are assigned to specific jobs by oral and/or written instructions, which may include sketches and blueprints. This Work is usually performed in two-man teams, with guidance or assistance given by OWNER'S Mechanical Maintenance Foreman or journeymen on difficult and complex jobs. Work is inspected upon completion. Contract Workers' duties and requirements are based on OWNER'S "Plant Mechanic II" job description, see Attachment, "Pages\_From\_8332A" .

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

- A. Are fully capable of understanding instructions, written and verbal, in the English language
- B. Are fully capable of relaying findings, recommendations and failure reports, verbally and in writing, in the English language

Have two (2) years minimum experience working in large industrial facilities

#### 3.2. Contract Award

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

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

#### 3.3. Contract Term

CONTRACT shall become effective upon execution by all parties, and shall remain in effect for an initial one (1) year term, unless terminated as provided for herein. The initial term may be extended by four (4) additional one (1) year terms by agreement of parties. The term of the CONTRACT shall not exceed the date of September 30<sup>th</sup>, 2028

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

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

### 3.4. Work Hours

Normal working hours of CONTRACT labor will be:

- A. Monday through Thursday, 0600 – 1630, unless directed to b.
- B. Tuesday through Friday, 0600 – 1630, except during Outages
- C. OUTAGE schedule will be either:
  - A. a. or b. above, or
  - B. Monday through Saturday, 0600 – 1630, or
  - C. Monday through Saturday, 0600 – 1830
- D. CONTRACTOR shall not work holidays unless directed by the OWNER
- E. No CONTRACTOR personnel may work a single shift exceeding sixteen (16) hours

### 3.5. General Procedures for Supplemental Mechanical Maintenance Labor Needs

1. Any authorized representative of OWNER may initiate a request for CONTRACTOR personnel, however CONTRACTOR shall not mobilize staff until OWNER'S representative has requested staff via email, or other written means
2. OWNER'S authorized Representative will communicate directly with the CONTRACTOR to convey his/her specific manpower requirements (crew size, time duration, etc.)
3. Notification to OWNER'S representative must be made each time any CONTRACTOR employee arrives at and leaves OWNER'S property
4. Duplicate timesheets must be maintained by OWNER and CONTRACTOR, and the billing must directly refer to and agree with documentation

### 3.6. Contract Employees

- A. CONTRACTOR shall provide Contract Workers in the numbers required by OWNER to perform assigned tasks and Work on a standard (ST) and/or overtime (OT) basis.

- B. Individuals furnished by CONTRACTOR to satisfy the terms of this Specification shall be referred to as “CONTRACT MILLWRIGHT”, or “CONTRACT MECHANIC”, the terms being considered understood and interchangeable
- C. All safety training and certifications (including, without limitation, respirator training, confined space, PSM awareness, arsenic awareness, first aid, etc.) required by the OWNER shall be provided by the CONTRACTOR at the CONTRACTOR’S expense. The certifications shall be in place prior to CONTRACT MILLWRIGHTS reporting to the Jobsite, and CONTRACTOR shall provide copies of these certifications to OWNER’S Representative prior to the commencement of work

CONTRACT MILLWRIGHTS shall report to, and work under the direction and supervision of OWNER’S Mechanical Maintenance staff, except when agreed upon by OWNER and CONTRACTOR that Contract crew size requires supervision by CONTRACTOR personnel, such as during Outages

### 3.7. Materials and Equipment

- A. CONTRACTOR must use only OSHA approved materials and equipment
- B. When applicable, CONTRACTOR shall provide, for PRIOR approval, all SDS for any coatings, solvents, lubricants, and any other potentially harmful or flammable materials to be brought on-site
- C. CONTRACTOR shall be responsible for the proper storage and disposal of all materials referenced in item 2.7.b
- D. CONTRACT MILLWRIGHTS shall immediately contain, clean-up, and report to COL representative any spills
- E. At no additional cost to OWNER, CONTRACTOR shall ensure that CONTRACT MILLWRIGHTS shall keep and maintain on-site, whether in gang-boxes, or OWNER-approved trailer:
  - A. Hand wrenches and socket wrenches, to 1-1/2”
  - B. All Employee PPE (i.e., safety glasses, face shields, gloves, harnesses and lanyards, ear-plugs, dust masks, respirators, etc.)
  - C. Tool consumables, such as drill-bits, band-saw blades, impact sockets, fire extinguishers, etc.
- F. CONTRACT MILLWRIGHTS shall clean and return any tools borrowed from OWNER’S tool room at the end of each shift or upon completion of task, whichever comes first

### 3.8. Unsuitable Personnel

- A. Expenses borne by OWNER for CONTRACT MILLWRIGHTS deemed, in the sole opinion of OWNER, unsuitable, and who are rejected within the first three (3) full days of work may be offset against CONTRACTOR’S account
- B. OWNER reserves the right to reject any CONTRACT MILLWRIGHT for any or no reason, at any time

- C. Expenses borne by OWNER for CONTRACT MILLWRIGHTS failing any required test administered by OWNER may be offset against CONTRACTOR'S account
- D. CONTRACTOR shall replace any rejected personnel within two (2) business days of OWNER notification
- E. Failure by CONTRACTOR to provide qualified personnel shall be considered a material breach of Contract

### 3.9. Contractor's Responsibilities

- a. CONTRACTOR must keep and maintain a home office/shop within seventy (70) miles of OWNER'S property
- b. The CONTRACTOR shall provide necessary qualified personnel to perform work specified by the OWNER
- c. The CONTRACTOR shall assume full responsibility for their employees' conduct while on OWNER'S property
- d. The CONTRACTOR shall not permit any alcoholic beverages or illegal drugs on OWNER'S property. Any person showing the most minor symptoms of alcohol or drug use shall be immediately removed from OWNER'S property and shall not be allowed to return. Likewise, the CONTRACTOR shall not permit any firearms to be brought on OWNER'S property
- e. The CONTRACTOR shall provide materials and installation of all required heat retention covering
- 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.
- h. The CONTRACTOR shall provide a lockable tool box/trailer to store the CONTRACTOR'S tools, materials, and equipment in
- i. 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, plastic sheeting, tarps, etc.) and erection of such materials as required
- j. The CONTRACTOR shall provide all required office facilities, tool storage facilities, etc.
- k. The CONTRACTOR shall furnish its own sanitary facilities, water cans, and ice

- l. The CONTRACTOR will provide an overhead crane (include operator), as needed
- m. The CONTRACTOR shall furnish fire extinguishers, as needed
- n. The CONTRACTOR shall provide own safety equipment and PPE
- o. The CONTRACTOR shall perform work in a clean and orderly manner using safe work practices in compliance with OSHA
- p. 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 at (863) 834-6681, and OWNER'S Environmental Programs Coordinator, David Watson, at (863) 834-6607
  - 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
- q. THE CONTRACTOR SHALL PROVIDE THE OWNER COPIES OF MSDS FOR ALL CHEMICALS THAT ARE TO BE USED ON THE JOBSITE PRIOR TO BRINGING THEM ONSITE. CONTRACTOR SHALL ALSO SUPPLY THE OWNER WITH AFFIDAVIT THAT ALL CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS HAVE RECEIVED TOXIC SUBSTANCE/RIGHT TO KNOW TRAINING
- r. The CONTRACTOR shall maintain a mobile communication device for the CONTRACTOR'S on-site supervisor for daily and emergency communications. The CONTRACTOR's on-site supervisor will be required to be available for communication on a 24 hour, 7 Day a week basis
- s. The CONTRACTOR shall furnish Bid, Public Construction bond, and insurance in accordance with terms specified in the Invitation to Bid

- t. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN AFFIDAVIT THAT ALL CONTRACT WORKERS HAVE RECEIVED TOXIC SUBSTANCE/ RIGHT TO KNOW TRAINING.
- u. The CONTRACTOR shall submit to the OWNER the Contractor's Training Package for confined space, PSM awareness (ammonia), welders' arsenic compliance, respirator training, safety harness training and other safety programs.
- v. The CONTRACTOR is solely responsible for ensuring its compliance with applicable laws including the Immigration Reform and Control Act of 1986 ("IRCA"). The CONTRACTOR will comply fully with the recordkeeping and other requirements of the IRCA including, without limitation, Form I-9 requirements and will furnish such documentation to the OWNER immediately upon request. The CONTRACTOR will provide the OWNER with only those Contract Workers whom the CONTRACTOR has confirmed are legally eligible to work in the United States and for whom all records have been obtained and maintained as required under the IRCA.
- w. The CONTRACTOR agrees that it will comply with all laws and regulations applicable to its performance of the Work and to the OWNER'S employees. As the OWNER is an affirmative action and equal opportunity employer, the CONTRACTOR shall not discriminate in the provision of the Work to the OWNER based on race, color, national origin, religion, sex, marital status, disability, sexual orientation, age or any other legally proscribed criteria. The CONTRACTOR shall comply with all applicable local, state and federal labor and employment laws, regulations and ordinances, including, but not limited to those prohibiting discrimination, harassment and retaliation and wage and hour laws.
- x. The CONTRACTOR shall maintain adequate records and supporting documentation applicable to this Contract including, but not limited to, employment records relating to the CONTRACTOR'S application process, training provided, benefits offered to CONTRACTOR'S employees and agents, information from background checks, time and payroll records, I-9 forms, documentation demonstrating compliance with applicable employment laws, and the insurance requirements set forth herein. Said records and documentation shall be retained by the CONTRACTOR for a minimum of three (3) years from the date of termination of the Contract. The OWNER and its authorized agents shall have the right to audit and conduct on-site review at CONTRACTOR'S offices, inspect and copy all such records and documentation as often as the OWNER deems necessary during the period of this Award and during the period of three (3) years thereafter. The three (3) year period will be extended until audit findings are issued if an audit is initiated during the three (3) year period. Such activity shall be conducted only during normal business hours. The OWNER, during this period shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONTRACTOR as concerns the aforesaid records and documentation.

## 4. INSURANCE AND SAFETY REQUIREMENTS

### 4.1. 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 term to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

### 4.2. 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.

### 4.3. 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.

### 4.4. 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.

### 4.5. INSURANCE - BASIC COVERAGES REQUIRED

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

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

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



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

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

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

#### 4.6. [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:\$1,000,000.00**

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

#### 4.7. [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:\$1,000,000.00**

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

#### 4.8. [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 Statute 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.

#### **4.9. 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:\$2,000,000.00**

#### **4.10. Fidelity/Dishonesty/Liability Coverage**

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

**The liability limits shall not be less than:\$1,000,000.00**

#### **4.11. 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.

## 5. SPECIFICATION OF SAFETY AND OCCUPATIONAL HEALTH

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.

### 5.1. 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 provision 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.

### 5.2. 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

### 5.3. [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.

### 5.4. [Smoking](#)

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

### 5.5. [Safety Kick-offs and Safety Stand-Downs](#)

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

### 5.6. [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.

### 5.7. [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.

### 5.8. [Supplemental #1: Construction Safety](#)

All contracted construction work will be performed per OSHA 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.

### 5.9. 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.

### 5.10. Supplemental #5: Hazardous Chemicals and Hazardous Communications

The Contractor is responsible for compliance with all Federal, State or Local Right-To-Know-Law (Hazardous Communications) for its employees and the employees of all Subcontractors the Contractor brings on or causes to be on the project site, inclusive of pesticides and/or herbicides.

The Contractor shall, between receiving the Contract and coming on the project site to begin work, provide the City's project representative with affidavits and/or training documents stating that ALL personnel the Contractor brings on, or causes to be on the project site, have been given training or possess the appropriate licenses (if required) on any toxic substances said personnel will be working with or may be exposed to while working at the job site.

The Contractor shall provide to the City's project representative a copy of the manufacturer's SDS for all hazardous chemicals used or brought on the project site by the Contractor or Subcontractor prior to the substance being brought onto the City's property.

Upon written request, the Contractor and/or Subcontractor must be provided SDS's which are in the possession of the City. The City may establish reasonable procedures for acting upon such requests to avoid interruption of normal work operations.

Before any work shall begin, the Contractor shall arrange a meeting to advise City's project representative about safety and any dangers City employees will be subjected to, due to the presence of chemicals brought on the project site.

### 5.11. Supplemental #6: Confined Space Entry

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

### 5.12. Supplemental #7: Respiratory Protection

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

### 5.13. 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.

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

#### 5.14. 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.

#### 5.15. Supplemental #11: Energized Power Systems

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

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

A. The contractor shall make coordination with Lakeland Electric Delivery Operations Workforce Management Coordinator by calling (863) 834-6751 no less than 24 hours prior to work commencing. Such coordination is necessary to cover any electrical lines or to hold or stabilize any poles that may be within the vicinity of the work zone. In addition, the attached waiver must be completed by the contractor and returned to the COL Safety Division prior to commencement of work.

B. The contractor is also responsible for all locates for underground utilities and for systems. This may be accomplished by contacting Sunshine State One-Call at 1-800-432-4770.

#### 5.16. 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.

### 5.17. 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.

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

#### 1. Plant Site Emergency Conditions

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

#### 2. Contractor Responsibilities

- A. The Plant Manager for MPP or their designees shall be responsible for requesting contractor safety qualifications, establishing and maintaining a PSM – Approved Contractor List, maintaining contractor safety qualifications records, performing periodic contractor audits and maintaining the Contractor Injury and Illness Log.



- B. All City employees who requisition contractor services shall be responsible for choosing contractors from the PSM – Approved Contractor List and monitoring contractor safety performance.
- C. All City employees shall be responsible for notifying the appropriate Plant Management if they become aware of unauthorized contractors working on or near PSM covered processes.

### 3. Requisitioning Contractor Services

When requisitioning contractor services to perform work on or near any Anhydrous Ammonia equipment including the SCR ammonia process, City of Lakeland employees shall choose only contractors who have been listed on the PSM – Approved Contractor’s List.

## 5.19. [Supplemental #18: PSM: PSM-Approved Contractors List](#)

### A. Contractor Qualification Requirements

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

#### 1. Qualification Criteria

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

#### 2. Contractor Employee Training Requirements

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

2. An outline of the City of Lakeland work practices and procedures manual including Confined Space Entry, Line Breaking, Lockout/Tagout and Hot Work Procedures.

3. An outline of the appropriate Emergency Response Plan.

(A written description of the Chlorine process.)

4. An outline of the City of Lakeland Management of Change (MOC) procedure.

c. Contractors are responsible for training all employees direct and indirect before they commence work onsite at Glendale or Williams Water Treatment Plants.

1. The Contractors shall train their employees on the covered materials and on the hazards of the chemicals involved. They shall administer an appropriate test to confirm the employee's understanding of the material.

2. The Contractors shall document the training, including the names of employees trained, dates of training and the employee's test grade.

3. Each contractor employee shall complete refresher training at least every three (3) years.

### 3. Process Access Control

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

### B. Audit of Contractor PSM Performance

1. The City' project representative who requisitioned the contractor's services or a representative from the Safety Team shall periodically visit the work site to monitor the safety performance.

2. The monitoring of contractor performance shall include, but are not limited to:

a. Conducting job site evaluations at the request of others, in response to violations of safety rules and independently on a random basis.

b. Reviewing the certified Contractor Injury and Illness Log at least annually.

3. For those contractors with unacceptable performance, the Plant Manager and/or the Plant Safety Coordinator shall notify the City of Lakeland Purchasing Division and Purchasing shall take the appropriate action.

### C. Annual Performance Evaluations

1. The Plant Manager or their designee, PSM Coordinator, and the Safety Coordinator shall review contractor's safety performance annually for any PSM – Approved Contractors who have been used during the previous year. The audit shall include the following:

- a. Contractor's current Experience Modification Rate (EMR).
- b. Completeness of contractor qualification information.
- c. The contractor's safety performance as reported by Purchasing, the Plant Manager or the Safety Team.

2. Contractors shall be considered for disqualification if:

- a. Their EMR has risen to greater than 1.00.
- b. The project representative who is requisitioning, Purchasing, the Plant Superintendent or Plant Safety Coordinator has given them an unfavorable evaluation.
- c. Their employee training records are no longer current.

3. The Plant Management and/or the Safety Team shall document the annual review of contractor's safety performance.

#### D. Contractor Illness and Injury Log

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

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

### [5.20. Supplemental #19: Process for Contractor PSM Approval, McIntosh Power Plant](#)

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

In accordance with 29 CFR 1910.119 (h) (1) (Process Safety Management), the City of Lakeland - Lakeland Electric - Energy Supply and the Department of Water Utilities is required to review the safety performance and safety program of contractors who perform maintenance or repair, turnaround, major

renovation, or specialty work on or adjacent to systems that are covered by the standard as part of the evaluation used to determine the award of contracts. In order for a company to be evaluated for award of the contract, a completed, signed and dated Contractor Safety Evaluation form must be submitted along with a copy of the contractor's Experience Modification Rate (EMR) on Insurance Company Letterhead. Failure to submit the Contractor Safety Evaluation will remove the Contractor from the qualified PSM approved contractor/vendor list and the contractor will not be eligible for award of City of Lakeland contracts.

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

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

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

## 6. [VENDOR QUESTIONNAIRE](#)

It is the intent of the City to team with an outside vendor to procure a robust solution that meets the needs of the City as defined in this document.

Response to this ITB becomes the exclusive property of the City of Lakeland. Awarded Respondent's deliverables and documentation throughout the course of this project become the exclusive property of the City of Lakeland. City Policies: As a general overall requirement, the Respondents of this ITB shall be required to comply with the City policies and procedures including, but not limited to: Standard Contractual Provisions, Insurance Requirements, Indemnification, Safety Requirements, Consultant Expense Reimbursement Policy, and the Florida Public Records Law.

### 6.1. [Attest\\*](#)

"I attest no City of Lakeland employee, their spouse, or child has an ownership stake in this organization."

Please confirm

\*Response required

### 6.2. [Certificate of Insurance\\*](#)

A certificate of existing insurance coverage should be submitted with the proposal as proof of insurability. If the current coverage does not meet the RFP requirements, then the Respondent should request an affidavit of insurability from the Respondent's insurance agent that certifies the requirements can and will be met.

\*Response required

### 6.3. [Hold Harmless Indemnification Agreement\\*](#)

\*Response required

### 6.4. [Additional Bid Submittal Information upload here](#)

### 6.5. [Drug-free Workplace Certification\\*](#)

Please confirm

\*Response required

### 6.6. [Suspension and Debarment Certification\\*](#)

Please confirm

\*Response required

### 6.7. [Public Entity Crimes Certification\\*](#)

Please confirm

\*Response required

### 6.8. [Conflict of Interest/Statement of Non-Collusion\\*](#)

Please confirm

\*Response required

6.9. [Please List a Minimum of Three \(3\) Projects that Your Company Has Successfully Completed Within the Past Three \(3\) Years which are of Equal Size, Scope, Magnitude and Complexity as the Project to be Done for the City of Lakeland. This List shall be Specifically Prepared for this Bid Submittal and Should Include the Name of the Entity and the Name and Telephone Number of a Responsible Individual Qualified to Respond to Questions Concerning Your Company's Abilities, Costs, Schedules, etc.\\*](#)

\*Response required

#### 6.10. [Bid Sheet\\*](#)

**THIS BID SHALL BE VALID FOR SIXTY (60) DAYS FROM DATE OF OPENING.**

The following Bid is in strict accordance with the City of Lakeland Bid No. 2023-ITB-113, dated Wednesday, August 9, 2023 and all attachments as referenced therein.

"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 proposals, and/or to accept that proposal which is in the best interest of the City. The award of this RFP, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Respondent'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 RFP to one (1) or more Respondents. There is no obligation to buy. The RFP, if awarded, will be in the judgement of the City the most responsive to the City's needs. The City of Lakeland encourages the use of minority and women owned businesses as subcontractors or in joint venture arrangements.

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

Please confirm

\*Response required

#### 6.11. [Local Vendor Preference](#)

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

## 7. PRICING PROPOSAL

### HOURLY RATES BY JOB CLASSIFICATION

Line Item	Description	Straight Time	Overtime
1	Normal-operation ST and OT hourly cost per Mechanical Maintenance Foreman	\$	
2	Normal-operation ST and OT hourly cost per Journeyman Millwright	\$	
3	Normal-operation ST and OT hourly cost per Apprentice (Skilled Mechanical Helper)	\$	
4	Normal-operation ST and OT hourly cost for Safety Watch	\$	
5	Outage ST and OT hourly cost per Mechanical Maintenance Foreman	\$	
6	Outage ST and OT hourly cost per Journeyman Millwright	\$	
7	Outage ST and OT hourly cost per Apprentice	\$	
8	Outage ST and OT hourly cost per Safety Watch	\$	

Line Item	Description	Daily	Percentage
1	Per Diem, Apprentice	\$	
2	Per Diem, Journeyman	\$	
3	Per Diem, Working Foreman	\$	
4	Per Diem, Safety Professional	\$	
5	Percent Mark-up for equipment rentals, materials, etc.	NA	