

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: January 16, 2024

RE: **Agreement with Thalle Construction Company, Inc.
for Closure of the McIntosh Byproduct Storage
Area**

Attached hereto for your consideration is a proposed Agreement with Thalle Construction Company, Inc. (Thalle) for services related to the closure of the Byproduct Storage Area (BSA) at the McIntosh Power Plant. The forty-five (45) acre BSA was constructed in the 1980's as an above ground landfill to receive Coal Combustion Residuals (CCR), which included fly ash, bottom ash, synthetic gypsum and stabilized flue gas desulfurization from McIntosh Unit 3. In 2015, the Environmental Protection Agency (EPA) published the final CCR Rule establishing minimum criteria for disposal of CCR material in landfills. As such, the BSA is subject to the full closure requirements of the final federal CCR Rule.

In January 2022, the City Commission approved a Task Authorization with Geosyntec Consultants, Inc. to provide the engineering design for the BSA closure. This project will include the installation of a final cover system and certification process in accordance with EPA regulations. The final cover system includes barrier and infiltration control layers, a stormwater runoff collection system and a passive gas removal system.

Accordingly, on September 13, 2023, the City's Purchasing Department issued Request for Proposal (RFP) 2023-RFP-135 seeking qualified contractors to provide services related to the closure of the McIntosh BSA. The City received responses from the four (4) companies listed below.

- | | |
|-------------------------------------|--------------------|
| • Thalle Construction Company, Inc. | Hillsborough, NC |
| • Saiia Construction Company | Birmingham, AL |
| • COMANCO Environmental Corporation | Plant City, FL |
| • Luna Development Corp. | Ft. Lauderdale, FL |

Upon evaluation by Lakeland Electric staff, Thalle was selected as the most qualified, lowest cost contractor capable of best meeting Lakeland Electric's needs in accordance with the City's RFP. Upon City Commission approval, a Purchase Order will be issued and Thalle will commence mobilization. All work is scheduled to be completed by October 2024. Thalle will perform all services pursuant to the terms and conditions set forth in the City's RFP and Thalle's RFP

response dated October 27, 2023. The total cost of the work, which includes all labor, materials and equipment is \$10,754,409.50, of which the City will pay \$6,452,645.70 for its 60% ownership interest in the BSA, with the remaining amount paid by Orlando Utilities Commission based on its 40% ownership interest. The City's portion of the cost is included in Lakeland Electric's FY24 budget.

It is recommended that the City Commission approve this Agreement with Thalle for services related to closure of the BSA at the McIntosh Power Plant and authorize the appropriate City officials to execute all corresponding documents on behalf of the City.

Attachment

REQUEST FOR PROPOSAL
2023-RFP-135
C. D. MCINTOSH BYPRODUCT STORAGE AREA CLOSURE

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

RELEASE DATE: September 13, 2023

DEADLINE FOR QUESTIONS: October 13, 2023

RESPONSE DEADLINE: October 27, 2023, 3:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Lakeland
REQUEST FOR PROPOSAL
C. D. McIntosh Byproduct Storage Area Closure

I.	NOTICE.....
II.	INTRODUCTION.....
III.	SCOPE OF WORK.....
IV.	INSURANCE AND SAFETY REQUIREMENTS
V.	SPECIFICATION OF SAFETY AND OCCUPATIONAL HEALTH
VI.	VENDOR QUESTIONNAIRE

Attachments:

A - Indemnification 2023 Contractor

F - Attachment_B_McIntosh_Plant_BSA_Closure_Design_Final (1)

H - Attachment_D_Aerial_Map_of_Site

I - Attachment_E_Underground_Uilities_General_Location (2) (1)

J - Section_3.0_Technical_Specifications_Final (1)

K - Landfill Closure RFP Document 2023 8-1-23

L - Attachment C Bid Pricing Sheet LE BSA Closure FINAL

M - Contract Template

N - BSA Closure CAD Access Instructions FTP FILE ACCESS - DOIT

O - BSA Rail Berm CutFillReport

P - BSA RAIL BERM VOLUME

Q - CQA Plan

R - Plant Aerial

1. NOTICE

REQUEST FOR PROPOSAL

C. D. McIntosh Byproduct Storage Area Closure

FOR THE CITY OF LAKELAND

Wednesday, September 13, 2023

RFP No.2023-RFP-135

Sealed proposals will be received electronically by the Purchasing Manager via OpenGov, the City's e-Procurement Portal ("Portal"), until 3:30 pm – Friday, October 27, 2023. Proposals received after this specified time and date will not be considered. The sealed proposals will be publicly opened and read aloud on the same date and time in the office of the Purchasing Manager for the following:

RFP 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. **RFP Documents are Required for Submittal.** Respondents are required to submit their response through the Portal. Respondents shall sign up on the Portal if an account does not exist.

THE CITY OF LAKELAND IS SOLICITING SEALED PROPOSALS FROM QUALIFIED VENDORS TO PROVIDE: C. D. McIntosh Byproduct Storage Area Closure.

THE PROPOSALS SUBMITTED SHALL BE IN COMPLETE ACCORDANCE WITH, WITHOUT LIMITATION, THIS REQUEST FOR PROPOSAL, THE ATTACHED CITY OF LAKELAND SPECIFICATIONS, ALL CODES AND REQUIREMENTS REFERENCED THEREIN.

All Questions regarding this request for qualifications shall be in writing and submitted electronically via the Portal through the Question and Answer tab before 5:00 pm on Friday, October 13, 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 Friday, October 13, 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. Note:** Any use of brand names (manufacturer) in this invitation and specification is for Bidder convenience only and shall not limit this offering. Equal or better equipment and alternate bids may be given consideration.

1.2. 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, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.

1.3. EXPARTE COMMUNICATION

Please note that to insure the proper and fair evaluation of a proposal the City of Lakeland prohibits exparte communication (i.e., unsolicited) initiated by the Respondent to the City Official or Employee

evaluating or considering the proposals prior to the time a bid decision has been made. Communication between Respondent 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 proposal. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the proposal, then in evaluation, or any future proposal.

1.4. 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 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. Failure to provide adequate insurance coverage may be cause for disqualification as non-responsive to the RFP requirements. The Contractor agrees to accept and abide by the City of Lakeland safety regulations in complete accordance with the attached requirements.

1.5. 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 RFP submittal. Failure to provide the Hold Harmless Indemnification Agreement may be cause for disqualification as non-responsive to the RFP requirements.

1.6. DRUG-FREE WORKPLACE CERTIFICATION

By submitting a proposal in response to this Request for Proposal, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

1.7. 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.

1.8. 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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.

1.9. CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their proposal 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 proposal 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.

1.10. 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.

1.11. ADDENDA

It is the Respondent's responsibility to review all available project documents including Addenda, Notices and Questions & Answers prior to submitting a proposal. Respondent shall acknowledge all addenda electronically within their submission via the Portal.

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

1.12. 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.

1.13. 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>.

1.14. TERMS AND CONDITIONS OF AGREEMENT

A copy of the agreement to be entered into with the successful Respondent is included with this RFP Attached herein, should the City require such.

1.15. 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.

1.16. RFP 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 proposals, and/or to accept that proposal which is in the best interest of the City. The award of this proposal, 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.

City of Lakeland, Florida

Mark D. Raiford, CPPB

Purchasing Manager

2. INTRODUCTION

2.1. Summary

The primary objective of this project is to complete the physical closure in place of the onsite South CCR (Coal Combustion Residue) landfill, also known as the Byproduct Storage Area (BSA) and installing a final cover system in accordance with Rule 62-701.805(8), F.A.C. Disposal of CCR in landfills and closure of these units are regulated by the United States Environmental Protection Agency (EPA) Rule for Disposal of Coal Combustion Residuals from Electric Utilities, 40 CFR 257 (known as the Final CCR Rule). In accordance with this, Lakeland Electric has received a Closure Design for the South BSA designed by Geosyntec Consultants, Inc. The design calls for regrading of the CCR and installing a final cover (or cap) system that includes barrier and infiltration control layers, as stormwater runoff collection system and a passive gas removal system. Lakeland Electric is seeking a qualified CONTRACTOR to perform this closure.

2.2. Background

The BSA was constructed in the 1980s and is an above-grade, landfill unit with pozzolanic material at the base of the landfill. The BSA encompasses approximately 45 acres. The BSA has historically received CCR generated by Unit No. 3, including fly ash, bottom ash, synthetic gypsum, and stabilized flue gas desulfurization (FGD) material. On April 17, 2015, the EPA published the Hazardous and Solid Waste Management System; Disposal of Combustion Residuals from Electric Utilities (Final CCR Rule). The Final CCR Rule “establishes nationally applicable minimum criteria for the safe disposal of coal combustion residuals in landfills and surface impoundments.” The BSA is subject to the full closure requirements of the Final CCR Rule.

2.3. Contact Information

Todd Glidewell

Purchasing Agent

1140 East Parker Street

Lakeland, FL 33801

Email: todd.glidewell@lakelandgov.net

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

Department:

LE - Engineering

2.4. 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 RFP.

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

Estimated Schedule

RFP release	September 13, 2023
Pre-Proposal Meeting (Mandatory)	September 21, 2023, 10:00am Resource Center Conference Room at the McIntosh Power Plant (enter through gate 8), located at 3030 East Lake Parker Drive, Lakeland, Florida
RFP questions deadline	October 13, 2023, 5:00pm
RFP proposal due date	October 27, 2023, 3:30pm

3. SCOPE OF WORK

3.1. See "Landfill Closure RFP Document 2023 8-1-23" and "Section 3.0 Technical Specifications Final"

See "Landfill Closure RFP Document 2023 8-1-23" and "Section 3.0 Technical Specifications Final". These documents are also attached under project documents.

3.2. BONDING

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

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

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

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:\$15,000,000.00

4.10. Contractors Pollution Liability

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

OR

Environmental Impairment Liability

The Other Party shall be responsible for purchasing and maintaining environmental impairment liability insurance. This insurance should cover the following types of environmental impairment: Sudden and Accidental, and Gradual. **NOTE: If choosing Environmental Impairment Liability, the liability limits will be the same as Contractors Pollution Liability as listed below.**

The liability limits shall not be less than:OR Environmental Impairment Liability \$2,000,000

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.

4.12. Indemnification Agreement

See [#ATTACHMENTS](#).

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 sand-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 OSAH 29CFR§1926 standards, the contractor is responsible for ensuring that their employees are trained to and follow these OSHA standards. The City of Lakeland's Safety Team reserves the right to inspect all worksites and advise the contractor or their representatives on adjusting the work site, if needed.

- A. PPE

The following PPE will be worn the entire time employees are on the worksite, including breaks and lunch:

1. Hardhats
2. Safety boots
3. Safety glasses

B. Scaffolding Safety

All Scaffolding will be erected per OSHA 1926 Subpart L, requirements and inspected daily. Scaffolds will not be used without the proper inspection tags, having the scaffolding inspected daily, and the inspection tags properly and legibly signed off daily. Scaffolds that are no longer needed will be removed as soon as safely possible.

C. Barricade Tape

All barricade tape will have tags placed on all sides with the company, employee, contact information, date tape applied, and date tape will be removed. The City of Lakeland's Safety Team reserves the right to inspect, adjust, or remove tape that is abandoned or not placed per this requirement.

5.9. [Supplemental #3: Road Work Safety](#)

Work Zone Safety

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

A. PPE

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

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

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

informing property owners when private drives will be closed or redirected. The City of Lakeland's Safety Team reserves the right to inspect all worksites and advise the contractor or their representatives on adjusting the work zone, if needed.

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

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

5.10. Supplemental #9: Excavation and Trenching

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

5.11. 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.

5.12. Supplemental #15: Storm Drainage and Surface Water Protection

The Contractor shall comply with all applicable ordinances, rules, and regulations restricting the introduction of non-storm water discharges to the City's municipal separate storm water system (MS4) and/or surface water bodies, including: The Code of Ordinances of Lakeland, Part II, Section 86; Polk County Ordinance 93-06; and, the City of Lakeland Land Development Regulations, Article 6.

- A. The Contractor is prohibited from placing, depositing, or dumping of any dirt, sweepings, filth, slops, litter, loose materials, water, grease, slippery materials, etc. in or upon any street, highway, alley, sidewalk, park, lake, or other public place in the City.
- B. The Contractor will develop and implement a plan to utilize best management practices (BMPs), including, but not limited to, treatment methods and practices, to control polluted runoff, spillage, leaks, sludge, waste, or runoff from raw material to prevent flooding and/or adverse impacts to the natural resources of the City, and ensure the elimination of pollutants discharging to the MS4 and/or any surface water body during construction and maintenance activities. To the maximum extent possible, the Contractor will utilize schedules of activities, prohibitions of practices, maintenance procedures, and other management activities to prevent or eliminate pollutants from entering the MS4 or being discharged to surface water bodies.
- C. The Contractor will utilize proper erosion, liquid and sediment control measures; provide inlet protection for storm drains and drainage conveyances, ponds, and easements; and, take all reasonable precautions to contain runoff on-site and eliminate illicit discharges to the MS4 and/or surface water bodies. Illicit discharge includes, but is not limited to, any spilling, leaking, seeping, pouring, emitting, emptying, or dumping of materials, rinse water, or waste products into the MS4 and/or surface water bodies of the City.

5.13. 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 CONTRACTOE 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.

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 RFP becomes the exclusive property of the City of Lakeland and Lakeland Electric. Awarded Respondent's deliverables and documentation throughout the course of this project become the exclusive property of the City of Lakeland and Lakeland Electric. City Policies: As a general overall requirement, the Respondents of this RFP 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. Pricing Proposal*

*Response required

6.3. 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

6.4. Hold Harmless Indemnification Agreement*

*Response required

6.5. Additional required RFP Submittal information upload here*

*Response required

6.6. Drug-free Workplace Certification*

☐ Please confirm

*Response required

6.7. Suspension and Debarment Certification*

☐ Please confirm

*Response required

6.8. Public Entity Crimes Certification*

☐ Please confirm

*Response required

6.9. Conflict of Interest/Statement of Non-Collusion*

☐ Please confirm

*Response required

6.10. Proposal Sheet*

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

The following RFP is in strict accordance with the City of Lakeland Request for Proposal No. 2023-RFP-135, dated Wednesday, September 13, 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.