CALL FOR BIDS

THE UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA, operator of Keys Energy Services (KEYS), hereby gives notice to prospective bidders that sealed proposals will be received by KEYS electronically until 10:00 a.m. on Tuesday, August 19, 2025 for:

KEYS BID 20-25 SPECIFICATIONS FOR SUBSTATION LATTICE STRUCTURE REPAIRS AND RESTORATION

KEYS has instituted VendorLink and DemandStar systems to provide current information to potential bidders. These systems will allow you to receive bid information quickly and at your convenience 24 hours a day, 7 days a week. Specifications may be obtained from their websites at www.myvendorlink.com or www.DemandStar.com. Registered vendors will be notified automatically of all Requests for Proposals. You may also visit www.keysEnergy.com for links and download information for all KEYS bid specifications.

It shall be the sole responsibility of each bidder to have their bid electronically delivered on or before the time for opening proposals last announced to bidders. Emailed proposals will not be accepted. Should a vendor not be able to submit via VendorLink or DemandStar, paper submittals will be accepted. Paper submittals must be received prior to the opening date and time in order to be considered. Paper submittals, if applicable, are to be delivered via FedEx, UPS, or in-person to:

Keys Energy Services
Bid Opening Committee – KEYS Bid 20-25
6900 Front Street Extended
Key West, FL 33040

Note: This address does not receive US Postal Service.

Any proposal received after the time last announced for opening proposals may be retained by KEYS or returned to the bidder, but such proposal may be rejected as not responsive.

Vendors with questions pertaining to this bid specification must submit them in writing via email to purchasing@keysenergy.com no later than **Friday, August 1, 2025 at noon**. Any questions received after noon on August 1, 2025, will not be addressed.

Each proposal should be accompanied by a Certified Check or Bid Bond payable to the **UTILITY BOARD OF THE CITY OF KEY WEST** in an amount not less than five (5%) percent of the amount of the proposal as security.

Each proposal should constitute an offer to **KEYS**, as outlined therein, and should be irrevocable after the time announced for the opening thereof.

At a meeting of the **BID OPENING COMMITTEE** to be held virtually on **Tuesday, August 19, 2025 at 10:00 a.m.** Proposals will be opened and vendor names will be publicly read aloud.

KEYS reserves the right to reject any or all proposals, to waive irregularities and informalities in any or all proposals, and to separately accept or reject any item, items, bid schedule or bid schedules of the proposal which KEYS deems to be in the best interest of the Utility Board.

Tyler Randolph, Purchasing Supervisor

GENERAL

Keys Energy Services (KEYS) is a municipal electric utility supplying power to residents of the lower Florida Keys. KEYS is located in the extreme southern tip of peninsular Florida, situated in Monroe County, Florida, primarily what is considered the "Lower Keys", which extends eastwardly from Key West to the west end of the Seven-Mile Bridge. Corporate Offices are located at 1001 James Street, Key West, Florida and the Transmission and Distribution (T&D) Facility is located on Stock Island at 6900 Front Street Extended, Key West, Florida 33040.

KEYS and its representatives have exercised due care in preparing this Request for Proposals (RFP). All information contained herein is believed to be substantially correct. However, bidders should verify information independently if desired. KEYS and its representatives do not warrant the accuracy of information contained herein.

SPECIFICATIONS

SUBSTATION LATTICE STRUCTURE REPAIRS AND RESTORATION

1. Scope

KEYS Energy Services owns and operates various power substations south of the Florida Keys Seven Mile Bridge. Due to the humidity and proximity to the ocean, the legs of many of the steel lattice structures are rusted and degraded. In early 2025, Osmose performed a detailed inspection of the legs of 67 steel lattice structures and determined that 56 legs across these 67 structures are in need of structural repairs. All of the legs of the 67 steel lattice structures were found to need weatherproof coating. All steel lattice structure concrete foundations were found to need a weatherproof protective coating, as well. One concrete foundation was found to need minor concrete repair work.

This specification serves as the foundation for the repair work to be carried out, following the Osmose "Structural Steel Restoration Scope of Work – Rev. 2" report. The report specifies the locations of the steel lattice structures with legs in need of restoration, as well as the specific legs in need of repair. Below is a summary.

i. <u>Big Coppitt Substation (910 Overseas Hwy, Big Coppitt Key, FL, USA)</u>

- 6 steel lattice structures/24 legs total
 - All 24 legs require cleaning and weatherproof coating preparation and application
 - 9 structure legs in need of structural repair
- 6 concrete foundations
 - All 6 concrete foundations need cleaning and weatherproof coating preparation and application
 - 0 concrete foundations require structural repair

ii. <u>Big Pine Substation (380 County Road, Big Pine Key, FL, USA)</u>

- 6 steel lattice structures/24 legs total
 - All 24 legs require cleaning and weatherproof coating preparation and application
 - 5 structure legs in need of structural repair
- 6 concrete foundations

- All 6 concrete foundations need cleaning and weatherproof coating preparation and application
- o 0 concrete foundations require structural repair

iii. DVAR Substation (6900 Front Street Extended, Stock Island, FL, USA)

- 4 steel lattice structures/8 legs total
 - All 8 legs require cleaning and weatherproof coating preparation and application
 - 0 structure legs in need of structural repair
- 4 concrete foundations
 - All 4 concrete foundations need cleaning and weatherproof coating preparation and application
 - o 0 concrete foundations require structural repair

iv. Kennedy Drive Substation (1007 Kennedy Drive, Key West, FL, USA)

- 10 steel lattice structures/40 legs total
 - All 40 legs require cleaning and weatherproof coating preparation and application
 - o 5 structure legs in need of structural repair
- 10 concrete foundations
 - All 10 concrete foundations need cleaning and weatherproof coating preparation and application
 - 0 concrete foundations require structural repair

v. Stock Island Switchyard (6900 Front Street Extended, Stock Island, FL, USA)

- 32 steel lattice structures/48 legs total
 - All 48 legs require cleaning and weatherproof coating preparation and application
 - o 28 structure legs in need of structural repair
 - o 1 anchor bolt nut in need of replacement
- 32 concrete foundations
 - All 32 concrete foundations need cleaning and weatherproof coating preparation and application
 - o 0 concrete foundations require structural repair

vi. <u>US1 Substation (5901 Overseas Hwy, Stock Island, FL, USA)</u>

- 9 steel lattice structures/36 legs total
 - All 36 legs require cleaning and weatherproof coating preparation and application
 - o 9 structure legs in need of structural repair
 - 6 diagonal member replacements
- 9 concrete foundations

- All 9 concrete foundations need cleaning and weatherproof coating preparation and application
- o 1 concrete foundation requires minor structural repair

2. Contractor Requirements

The Contractor shall furnish all supervision, labor, tools, equipment, and material necessary, as required for the repairing and/or restoring, evaluation, inspection, and reporting of KEYS' lattice structures as identified. KEYS will furnish copies of this specification and necessary maps and/or data showing locations of substations, which are the subject of this inspection.

2.1 Contractor Personnel Qualifications

KEYS reserves the right to ask for evidence of previous experience and training in the form of letters of reference and test results. Personnel are subject to approval by KEYS prior to award or any time thereafter.

All Contractor employees while inside KEYS' substations shall wear a minimum of a hard hat, safety glasses, CAT 2 FR long sleeve shirt and pants and leather steel or composite toe work boots provided by Contractor. Any contract employee not complying with this requirement shall be prohibited from further work until in compliance. Repeated offenses shall prohibit the employee from working in KEYS service area. All contractor vehicles shall properly be identified with company's name and Logo. Each employee shall have a pictured identification card displayed on his/her person while working in KEYS service area. The identification card shall include the contractor's logo, phone number, employee's name, and photograph.

2.2 Workmanship and Damages

All work shall be in accordance with good workmanship standards and shall be in accordance with this specification and all applicable Federal and State regulations. The Contractor shall exercise care at all times to prevent injury to any persons and to prevent damage to any property during performance of the work.

KEYS considers work not in accordance with this specification of work, not in accordance with State or Federal regulations, unskilled or careless work, to be sufficient reason to order the Contractor to stop work. Work will not be allowed to resume until deficiencies are corrected.

3. Quality Control

3.1 Quality Control Inspection

A quality control inspection shall be carried out per one (1) week's work but not to exceed two (2) weeks previous work. The Contractor's Supervisor and KEYS' Representative will conduct the quality control when both are available. The quality control inspection shall consist of the partial to complete inspection of the lattice structure repairs completed in that timeframe. At least one lattice structure will be selected for each quality control inspection. KEYS shall receive a copy of the quality control field report.

3.2 Discrepancies and Corrective Action

Serious errors will be brought to the attention of the Contractor. Corrective action, reasonably satisfactory to KEYS, must be taken by the Contractor to remedy the situation before the next quality control check. The corrective action may include, but not limited to, re-working each lattice structure repair to satisfactory quality control.

4. Repair Expectations

4.1 Repair Modalities

All repairs made to the lattice structures will prioritize steel restoration as the preferred modality for repairs. The contractor will utilize Osmose' "Structural Steel Restoration Scope of Work – Rev. 2" report as a reference for how the repairs should be performed. There shall be no deviations to the general repair modalities listed in the Osmose "Structural Steel Restoration Scope of Work – Rev. 2" report.

Refer to the Osmose "Structural Steel Restoration Scope of Work – Rev. 2" report for further details.

4.2 Coatings

Repair methodologies for structural supports must include final weatherproof/weather resistant coatings to ensure long-term durability and extended service life.

4.3 Documentation

Contractor shall thoroughly read and familiarize themselves with the attached document prior to submitting a proposal, as it contains the following three reports:

- 1. Osmose Structural Steel Substation Assessment Report
- 2. Osmose Lattice Structure Numbering Key
- 3. Structural Steel Restoration Scope of Work Rev. 2

These documents collectively define the full scope of work, including the total number of structures, the specific type of repairs required for each, the quantity and type of protective coatings to be applied, and all other relevant restoration details.

4.4 Final Engineering Report

The awarded contractor shall submit a final engineering report upon completion of all repair and preservation work. This report shall confirm that all work was executed in accordance with the proposed Osmose restoration plan provided by KEYS. It shall include before-and-after photos of each repaired lattice structure leg and concrete foundation, along with a summary of repairs performed, preservation methods applied, and any coatings used.

As-built engineering drawings for each repair shall be included, along with a bill of materials. All information must be clearly organized by substation and structure number. The final report shall be submitted in electronic format and must verify that all work aligns with the scope and recommendations established in the original inspection and assessment documents.

5. General Work Procedures and Expectations

5.1 Substation Ingress and Egress

Prior to ingressing and egressing a KEYS substations, the contractor shall notify KEYS dispatch center via radio or phone.

5.2 Work Schedule

The contractor must supply a schedule outlining the number of crews proposed to complete work along with start dates and completion dates. The work hours shall be 7 a.m. to 6 p.m. Monday – Saturday.

5.3 Grounding System Protection and Structural Support Requirements

Repair and preservation efforts shall not require any outages or result in any damage to the substation's below-grade grounding system. Some repairs will require temporary structural support prior to performing repairs, according to the Osmose restoration report.

5.4 Ownership

KEYS shall retain ownership of all data.

6. KEYS Lattice Structure Restoration Tentative Schedule

	KEYS Lattice Structure Restoration Tentative Schedule									
Task	Ву	Description	Start Date	Completion Date						
1	KEYS	Project Advertised	07/17/2025	08/19/2025						
2	KEYS	Question Period	07/17/2025	08/01/2025						
3	KEYS	Bid Opening	08/19/2025							
4	KEYS	Contract Award by Utility Board	09/10/2025							
5	KEYS	Tentative Notice To Proceed	09/22/2025							
6	CONTRACTOR	IFC Drawings	09/22/2025	NLT 11/17/2025						
8	CONTRACTOR	On-Site Installation	NLT 12/01/2025							
9	KEYS	Project Acceptance and Sign-Off	02/09/2026							
10	CONTRACTOR	Final Payment and Project Close-Out	02/16/2026							

7. Blackout Dates

• January 1st & 2nd

• July 29th & 30th (Mini Season)

October Goombay through Fantasy Fest

• November Election Day

November Week of Thanksgiving
 December Week of Christmas
 December 31st (New Year's Eve)

8. Proposal Contents & Evaluation

The proposal should include a description of the firm's capabilities and experience with providing the requested services, including a description of any special qualifications which are indicative of working familiarity with similar projects.

The proposals will be evaluated. The evaluation criteria will include a variety of considerations, including, but not limited to:

- a. Experience with similar projects;
- b. Range and suitability of services provided;
- c. Project management approach;
- d. Pricing;
- e. References.

BID SUBMITTAL

Proposals shall be submitted electronically via VendorLink or DemandStar prior to the opening date and time. Emailed proposals will not be accepted. Should a vendor not be able to submit via VendorLink or DemandStar, paper submittals will be accepted. Paper submittals must be received before the opening date and time to be considered.

Paper submittals can be sent via **FedEx, UPS, or In-Person** to:

Keys Energy Services Bid Opening Committee – Bid 20-25 6900 Front Street Extended Key West, Florida 33040

Note: This address does not receive US Postal Service.

Bidders must submit the following to be found responsive:

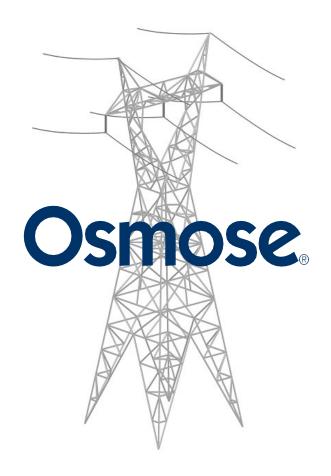
- 1. Bid Bond or Cashier's Check for 5% of Total
- 2. Proposal Page
- 3. Insurance Agent's Statement
- 4. Bidder's Statement
- 5. Safety Compliance Affidavit
- 6. Drug-Free Workplace Statement
- 7. Public Entity Crimes Sworn Statement
- 8. Hourly Rates for Labor and Equipment to be used should additional work/material outside of the scope of work is required

Documentation

Document 1: Osmose Steel Substation Assessment Report

Document 2: Osmose Lattice Structure Numbering Key

Document 3: Structural Steel Restoration Scope of Work - Rev. 2



Structural Steel Substation Assessment Report

Keys Energy Services
Big Coppit, Big Pine, DVAR, Kennedy,
Stock Island, and US1

Osmose Utilities Services

191 Peachtree Street NE, Ste 500, Atlanta, GA 30303 <u>www.osmose.com</u>

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1. Introduction

A substation assessment was performed on six substations owned by Keys Energy Services in 2025. The results of this assessment can be found in Section 5.

2. Assessment Process

The assessment process involved two primary types of evaluation:

- 1) A structural assessment of each structure and corresponding foundations to determine the existing conditions and their effect on the integrity of the structure.
- 2) A visual overhead assessment primarily for safety purposes.

The information gathered during this assessment process will be used to propose possible restoration solutions to ensure the continued integrity of the structures.

2.1. Structural Steel Assessment Overview

A structural steel assessment was performed by measuring the section loss of steel due to corrosion. Additionally, mechanical damage was evaluated to determine its effect on the structure. The methods for collecting this information varied based on the structure type and construction.

Refer to Appendix B: Structural Steel Condition Ratings – Structures and Appendix C: Mechanical Damage Ratings – Structures for details on how structural steel condition and mechanical damage ratings, respectively, are assigned to towers.

2.2. Concrete Foundation Assessment Overview

Where applicable, concrete foundations were evaluated by means of visual assessment, physical evaluation and collection of measurements.

Refer to *Appendix D: Concrete Foundation Condition Ratings* for details on the field assessment process and how condition ratings are assigned to concrete foundations.

3. General Recommendations

The following list describes the restoration and/or mitigation strategy recommended for each condition category.

CONDITIONS A & B

- 1. **Structural Steel**: Apply coating and place on a 10-year assessment cycle.
- 2. Concrete Foundation: Place on a 10-year assessment cycle.

CONDITIONS C & D

- 1. **Structural Steel**: Restoration recommended within 12 months. Place on a 10-year assessment cycle once restoration has been completed.
- 2. **Concrete Foundation**: Restoration recommended within 12 months. Place on a 10-year assessment cycle once restoration has been completed.

PRIORITY CONDITION

- 1. **Structural Steel**: Restoration recommended as soon as possible within a 6-month period, in alignment with the anticipated weather conditions. Place on a 10-year assessment cycle once restoration has been completed.
- 2. **Concrete Foundation**: Restoration recommended as soon as possible within a 6-month period, in alignment with the anticipated weather conditions. Place on a 10-year assessment cycle once restoration has been completed.

MECHANICAL DAMAGE CLASS I, II & III

- 1. **Class I**: Restoration not necessary unless other restorations are being performed on the structure.
- 2. **Class II**: Restoration recommended within 12 months. Place on a 10-year assessment cycle once restoration has been completed.
- 3. **Class III**: Restoration recommended as soon as possible within a 6-month period, in alignment with the anticipated weather conditions. Place on a 10-year assessment cycle once restoration has been completed.

5. Assessment Results

5.1. Big Coppit Substation Overview

Table 1: Assessment Summary

Structures assessed:	6
Legs assessed:	24
Foundations assessed:	6
Steel Rejects	
Due to Condition Rating only:	9
Due to Mechanical Damage only:	0
Due to both Condition Rating and Mechanical Damage:	0
Total Structure Leg count of Steel Rejects:	9
Total Concrete Rejects:	0

^{*}No structures were found to have mechanical damage present.

5.1.1. Summary of Data

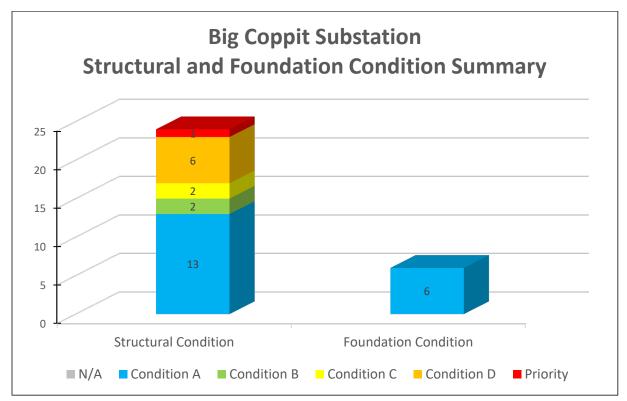


Figure 1: Structural Condition Summary (by Structure Leg and Foundation)

 Table 2: Condition Overview of Steel Structures

Structure	Leg 1		Le	Leg 2		Leg 3		Leg 4	
ID	STR Cond.	FND Cond.	STR Cond.	FND Cond.	STR Cond.	FND Cond.	STR Cond.	FND Cond.	
X28	D	Α	Α	Α	Α	Α	Α	Α	
X29	Α	Α	Α	Α	Α	Α	Α	Α	
X30	D	А	С	А	С	А	D	А	
Y28	Α	Α	Priority	А	D	А	В	Α	
Y29	Α	Α	D	А	D	А	Α	Α	
Y30	А	А	Α	А	В	А	Α	Α	

^{*}Foundation ratings are shown per leg to align with data.

5.2. Big Pine Substation Overview

Table 3: Assessment Summary

Total Concrete Rejects:	0
Total Structure Leg count of Steel Rejects:	5
Due to both Condition Rating and Mechanical Damage:	0
Due to Mechanical Damage only:	0
Due to Condition Rating only:	5
Steel Rejects	
Foundations assessed:	6
Legs assessed:	24
Structures assessed:	6

^{*}No structures were found to have mechanical damage present.

5.2.1. Summary of Data

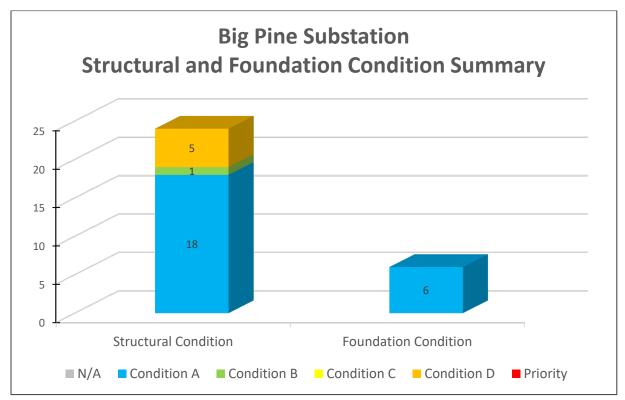


Figure 2: Structural Condition Summary (by Structure Leg and Foundation)

 Table 4: Condition Overview of Steel Structures

Structure Leg 1		Le	Leg 2		Leg 3		Leg 4	
ID	STR Cond.	FND Cond.	STR Cond.	FND Cond.	STR Cond.	FND Cond.	STR Cond.	FND Cond.
BB34	Α	Α	Α	Α	D	А	Α	Α
BB36	Α	Α	Α	Α	Α	Α	Α	Α
BB37	Α	А	А	А	D	А	D	А
FF34	Α	Α	Α	Α	Α	Α	Α	А
FF36	А	Α	В	Α	D	Α	D	А
FF37	Α	Α	Α	Α	Α	Α	Α	А

^{*}Foundation ratings are shown per leg to align with data.

5.3. DVAR Substation Overview

Table 5: Assessment Summary

Total Concrete Rejects:	0
Total Structure Leg count of Steel Rejects:	0
Due to both Condition Rating and Mechanical Damage:	0
Due to Mechanical Damage only:	0
Due to Condition Rating only:	0
Steel Rejects	
Foundations assessed:	4
Legs assessed:	8
Structures assessed:	4

^{*}No structures were found to have mechanical damage present.

5.3.1. Summary of Data

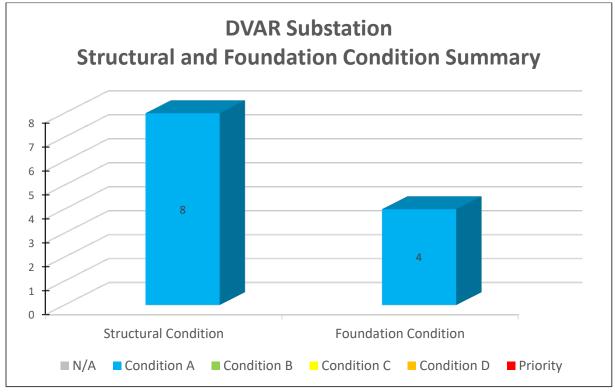


Figure 3: Structural Condition Summary (by Structure Leg and Foundation)

 Table 6: Condition Overview of Steel Structures

Structure	ıre Leg 1		Leg 2		Leg 3		Leg 4	
ID	STR Cond.	FND Cond.	STR Cond.	FND Cond.	STR Cond.	FND Cond.	STR Cond.	FND Cond.
D1-1	Α	Α	Α	Α	-	-	-	-
D1-2	Α	Α	Α	Α	-	-	-	-
F1-2	А	Α	Α	Α	-	-	-	-
F1-1	А	Α	Α	А	-	-	-	-

^{*}Foundation ratings are shown per leg to align with data.

5.4. Kennedy Substation Overview

Table 7: Assessment Summary

Total Concrete Rejects:	0
Total Structure Leg count of Steel Rejects:	5
Due to both Condition Rating and Mechanical Damage:	0
Due to Mechanical Damage only:	0
Due to Condition Rating only:	5
Steel Rejects	
Foundations assessed:	10
Legs assessed:	40
Structures assessed:	10

^{*}No structures were found to have mechanical damage present.

5.4.1. Summary of Data

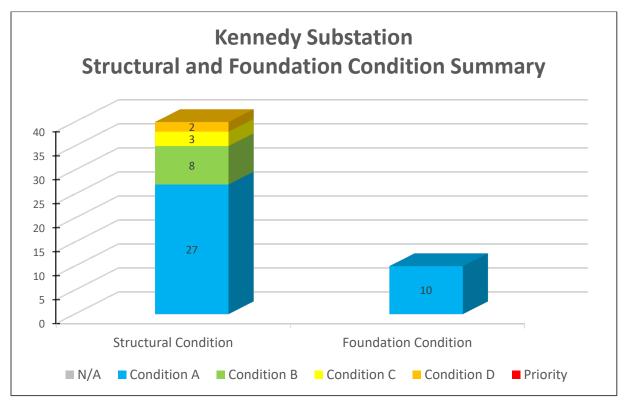


Figure 4: Structural Condition Summary (by Structure Leg and Foundation)

 Table 8: Condition Overview of Steel Structures

Structure Leg 1		Le	Leg 2		Leg 3		Leg 4	
ID	STR Cond.	FND Cond.	STR Cond.	FND Cond.	STR Cond.	FND Cond.	STR Cond.	FND Cond.
R17	Α	Α	Α	Α	Α	Α	Α	Α
R18	Α	А	А	А	А	Α	А	Α
R22	А	А	А	А	А	А	А	Α
R26	Α	Α	Α	Α	В	А	Α	Α
R27	Α	Α	В	Α	Α	Α	D	Α
Q17	Α	Α	Α	Α	В	Α	С	Α
Q18	Α	Α	Α	Α	Α	Α	Α	Α
Q22	Α	Α	Α	Α	Α	А	Α	Α
Q26	В	А	В	А	В	А	В	Α
Q27	В	А	С	А	С	А	D	А

^{*}Foundation ratings are shown per leg to align with data.

5.5. Stock Island Substation Overview

Table 9: Assessment Summary

Structures assessed:	12
Legs assessed:	48
Foundations assessed:	40
Steel Rejects	
Due to Condition Rating only:	30
Due to Mechanical Damage only:	0
Due to both Condition Rating and Mechanical Damage:	0
Total Structure Leg count of Steel Rejects:	30
Total Concrete Rejects:	0

^{*}No structures were found to have mechanical damage present.

5.5.1. Summary of Data

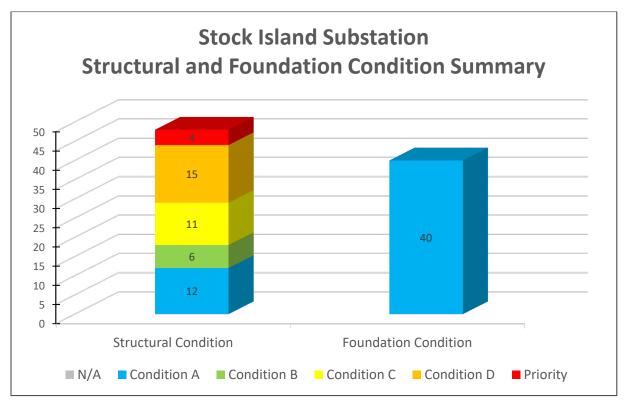


Figure 5: Structural Condition Summary (by Structure Leg and Foundation)

Table 10: Condition Overview of Steel Structures

Structure	Leg	g 1	Leg	g 2	Le	g 3	Le	g 4
ID	STR	FND	STR	FND	STR	FND	STR	FND
ID	Cond.	Cond.	Cond.	Cond.	Cond.	Cond.	Cond.	Cond.
В3	D	Α	-	-	-	-	-	-
A4	D	Α	-	-	-	-	-	-
B5	Α	Α	-	-	-	-	-	-
C4	Α	Α	-	-	-	-	-	-
В9	Α	Α	-	-	-	-	-	-
A9	D	Α	-	-	-	-	-	-
A11	В	Α	-	-	-	-	-	-
C10	Α	Α	-	-	-	-	-	-
К8	В	Α	-	-	-	-	-	-
L9	D	Α	-	-	-	-	-	-
M8	D	А	-	-	-	-	-	-
L7	В	А	-	-	-	-	-	-
J5	Α	А	-	-	-	-	-	-
K4	Α	Α	-	-	-	-	-	-
J3	Α	Α	-	-	-	-	-	-
14	Α	А	-	-	-	-	-	-
G2-1	С	А	С	Α	-	-	-	-
G2-2	С	Α	Α	Α	-	-	-	-
G4-1	С	А	D	Α	-	-	-	-
G4-2	С	Α	В	Α	-	-	-	-
G6-1	С	А	Priority	Α	-	-	-	-
G6-2	D	А	Α	Α	-	-	-	-
G8-1	D	А	Priority	Α	-	-	-	-
G8-2	В	А	В	Α	-	-	-	-
H2-1	D	Α	С	А	-	-	-	-
H2-2	D	Α	D	Α	-	-	-	-
H4-1	С	А	С	А	-	-	-	-
H4-2	D	А	А	А	-	-	-	-
H6-1	Priority	А	D	А	-	-	-	-
H6-2	А	А	С	А	-	-	-	-
H8-1	D	А	Priority	Α	-	-	-	-
H8-2	D	А	C	А	-	-	-	-

*Foundation ratings are shown per leg to align with data.

5.6. US1 Substation Overview

Table 11: Assessment Summary

Total Concrete Rejects:	1
Total Structure Leg count of Steel Rejects:	9
Due to both Condition Rating and Mechanical Damage:	0
Due to Mechanical Damage only:	0
Due to Condition Rating only:	9
Steel Rejects	
Foundations assessed:	9
Legs assessed:	36
Structures assessed:	9

^{*}No structures were found to have mechanical damage present.

5.6.1. Summary of Data

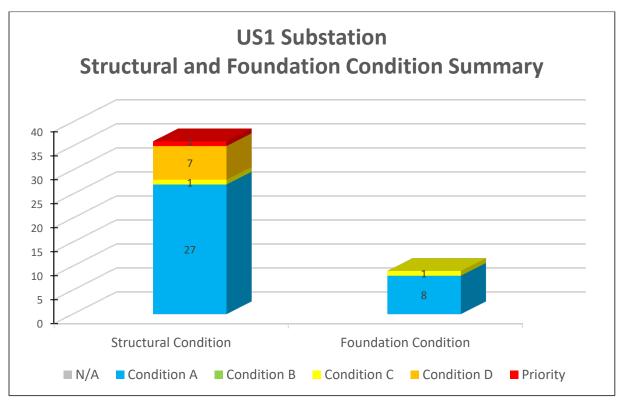


Figure 6: Structural Condition Summary (by Structure Leg and Foundation)

Table 12: Condition Overview of Steel Structures

Structure	Leg 1		Leg 2		Leg 3		Leg 4	
ID	STR Cond.	FND Cond.	STR Cond.	FND Cond.	STR Cond.	FND Cond.	STR Cond.	FND Cond.
N12	Α	Α	D	Α	D	Α	Α	Α
N14	Α	Α	А	А	А	Α	А	Α
N16	Α	А	А	А	А	А	А	Α
O12	Priority	А	D	Α	D	А	D	А
014	Α	А	А	А	А	А	А	Α
O16	Α	А	А	А	А	С	А	Α
P12	D	А	D	А	А	А	А	А
P14	А	А	Α	Α	Α	А	Α	А
P16	С	А	А	А	А	А	А	Α

^{*}Foundation ratings are shown per leg to align with data.

Appendix A: Images



Y28 Leg 2 - Big Coppit Substation
Base Plate
Structural Condition: Priority



G6-1 Leg 2 - Stock Island Substation

Base Plate

Structural Condition: Priority



G8-1 Leg 2 - Stock Island Substation

Base Plate

Structural Condition: Priority



H6-1 Leg 1 - Stock Island Substation Base Plate Structural Condition: Priority



H8-1 Leg 2 - Stock Island Substation

Base Plate

Structural Condition: Priority



O12 Leg 1 - US1 Substation

Base Plate

Structural Condition: Priority



R27 Leg 4 - Kennedy Substation Base Plate/Anchor Nut Structural Condition: D



R27 Leg 4 - Kennedy Substation Base Plate Structural Condition: D



O16 Leg 3 - US1 Substation Concrete Foundation Condition: C

Appendix B: Structural Steel Condition Ratings – Steel Structures

The structural steel assessment results are used to determine the following:

- Current structural condition
- Mitigation application during assessment
- Restoration recommendations

The overall evaluation of the corrosion severity on the structure shall be determined through visual assessment and direct physical measurement of structural members to determine the actual section loss. Structures shall be assessed and categorized according to the information below.

CONDITION A – (Good) Steel is in near original condition with only minor evidence of surface corrosion in a few small areas with 1% or less average section loss evident.

CONDITION B – (Fair) Steel corrosion conditions may range from mild surface rust in several areas to all buried surfaces showing some amount of rust and some minor pitting. To meet the definition of this condition category, the average section loss must be greater than 1% but not exceed 10%.

CONDITION C – (Poor/Restoration Recommended) Steel shows moderate corrosion conditions which may include moderate corrosion in several areas to all buried surfaces showing measurable pitting, thinning and/or edge loss. To meet the definition of this condition category, the average section loss must be greater than 10% but not exceed 25%.

CONDITION D – (Severe/Restoration Required) Steel has experienced heavy corrosion activity consisting of significant thinning, pitting and/or edge loss. Corroded areas will typically have a large amount of section loss, with parts completely rusted through due to corrosion. To meet the definition of this condition category, the average section loss must exceed 25%.

Structures in this condition category are generally considered to be in need of restoration and will be reported to the customer for further attention.

PRIORITY – A structure in Condition D, with more than a 50% average loss of cross section on any one structural member or that has had structural damage due to corrosion, mechanical damage or environmental conditions, which may exceed the Customer's allowable tolerance threshold. These structures will be reported directly to the Customer for immediate attention.

Appendix C: Mechanical Damage Ratings – Steel Structures

Mechanical Damage can be classified into three separate groups, I (Minor), II (Moderate) and III (Severe), and is defined as damage that is not corrosion-related.

CLASS I (Minor) – Minor deformation of smaller, non-critical members, such as a horizontal redundant. This type of mechanical damage on a member does not generally require restoration.

- Minor buckling of a tension member with minimal displacement
- Buckling or deformation of redundant members
- Minor nicks or scratches on steel that do not result in any significant tearing of the member
- Damage on members or portions of members that do not carry a load (bends on the "free corner" of the member, step bolt damage etc.)
- Individual bullet holes on secondary members

CLASS II (Moderate) – Significant deformation or damage to the members or hardware with no immediate danger of significant failure. Structures with Class II (Moderate) mechanical damage will be flagged for restoration.

- Significant member deformation over a short distance. Measurements will be made during the assessment to determine the length of the deformation
- Missing bolts and nuts
- Buckling or deformation of two adjacent redundant members
- Damage on hardware
- Tears or cuts in members
- Insufficient bolt edge distance
- Missing redundant members
- Minor damage to a single face of a post leg

CLASS III (Severe) – Damage requiring immediate attention and restoration. Customer will be notified of structures that have Class III (Severe) mechanical damage.

- Severe member deformation
- Any substantial overhead buckling
- Buckling or deformation of three adjacent redundant members
- More than a half of the bolts missing in a connection
- Missing or severely damaged anchor bolts
- Missing load bearing members
- Completely broken off primary or secondary members
- Missing more than two redundant members on a leg
- Any damage to both faces of a critical member such as post leg, stub angle or other members designed to carry significant load

Appendix D: Concrete Foundation Condition Ratings

Visual Assessment

A visual assessment of each foundation will be conducted to identify signs of damage and/or deterioration of the concrete. These conditions may include cracking, spalling, delamination, disintegration, exposed or corroded steel reinforcement, exposed coarse aggregate, and conditions such as differential settlement of foundations or evidence of soil erosion.

Crack Assessment

Visibly apparent cracking in the concrete will be measured using a crack comparator gauge or another similar device to determine the crack width. Where cracking exists, the orientation as well as any marking or staining was recorded.

Physical Evaluation

Foundations will be physically evaluated by means of a hammer impact test to determine the integrity of the concrete and identify possible hidden voids, deterioration or delamination.

A hammer impact test will be performed using a wooden handled mason's hammer or similar. Impact points will be distributed evenly around the foundation, sufficient to evaluate the entire exposed surface. Hammer impact points that reveal delaminating concrete, expose coarse aggregate or steel reinforcement, or produce a hollow sound will constitute a failed hammer impact test and will be documented. Further evaluation of the condition and strength of the concrete may be recommended after a failed hammer impact test.

Condition Ratings

The data collected during the foundation assessment will be used to evaluate the concrete condition and determine any necessary rehabilitation work. Foundations will be categorized in one of the following condition ratings.

F d . 42	Type of	Concrete Deterioration	n/Damage (may be any one o	f the following)	
Foundation Condition	Hammer Test Result Cracking and Scaling		Spalling and Base Plate Grout Damage	Exposed Reinforcement	
Α	Pass	None	None	None	
В	Pass	 Crack widths smaller than 1/16" Localized scaling without exposed aggregate 	 Localized spalling on up to 25% of any above grade surface Spalling on up to 50% of any above grade edge Partially exposed cold joint lines Locally damaged base plate grout, up to 50% of any base plate edge 	None	
С	Fail	 Crack widths between 1/16" and 1/4" Scaling with exposed aggregate Limited signs of efflorescence on surfaces 	 Spalling on up to 50% of any above grade surface Spalling on most of the above grade edges Fully exposed cold joint lines Grout damage without undermining of base plate 	Limited rebar exposure with no section loss from corrosion	
D	Fail	 Crack widths larger than 1/4" Cracks originating from primary steel members Extensive signs of efflorescence on surfaces 	 Spalls covering most of the above grade surface Grout damage undermining the base plate 	 Exposed, corroded rebar with section loss Extensive rebar exposure without section loss Rust stains propagating from cracks along rebar lines 	
Priority	Fail	 Large cracks in contact with or in close proximity to anchor bolts Compromised foundation integrity or stability from settlement or soil erosion 	 Large sections of concrete missing (3" depth or larger in any above grade face) Concrete loss in close proximity to anchor bolts Severe concrete deterioration 	• Exposed, corroded rebar with section loss and significant damage	

Osmose Lattice Structure Numbering Key

04/15/2025

Kennedy Drive Sub

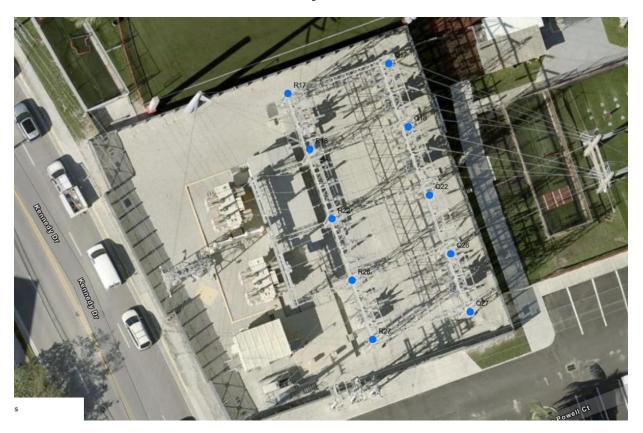


Table 7: Assessment Summary

Structures assessed:	10
Legs assessed:	40
Foundations assessed:	10
Steel Rejects	
Due to Condition Rating only:	5
Due to Mechanical Damage only:	0
Due to both Condition Rating and Mechanical Damage:	0
Total Structure Leg count of Steel Rejects:	5
Total Concrete Rejects:	0

*No structures were found to have mechanical damage present.

Table 8: Condition Overview of Steel Structures

Structure	Leg 1		Leg 2		Leg 3		Leg 4	
ID	STR Cond.	FND Cond.	STR Cond.	FND Cond.	STR Cond.	FND Cond.	STR Cond.	FND Cond.
R17	Α	Α	Α	Α	Α	Α	Α	Α
R18	Α	Α	Α	Α	Α	Α	Α	Α
R22	Α	Α	Α	Α	Α	Α	Α	Α
R26	Α	Α	Α	Α	В	Α	Α	Α
R27	Α	Α	В	Α	Α	Α	D	Α
Q17	Α	Α	Α	Α	В	Α	С	Α
Q18	Α	Α	Α	Α	Α	Α	Α	Α
Q22	Α	Α	Α	Α	Α	Α	Α	Α
Q26	В	Α	В	Α	В	Α	В	Α
Q27	В	Α	С	Α	С	Α	D	Α

^{*}Foundation ratings are shown per leg to align with data.

Stock Island Switchyard



Table 9: Assessment Summary

Structures assessed:	12
Legs assessed:	48
Foundations assessed:	40
Steel Rejects	
Due to Condition Rating only:	30
Due to Mechanical Damage only:	0
Due to both Condition Rating and Mechanical Damage:	0
Total Structure Leg count of Steel Rejects:	30
Total Concrete Rejects:	0

*No structures were found to have mechanical damage present.

Table 10: Condition Overview of Steel Structures

Structure	Leg	g 1	Leg	g 2	Le	g 3	Leg 4	
ID	STR	FND	STR	FND	STR	FND	STR	FND
שו	Cond.	Cond.	Cond.	Cond.	Cond.	Cond.	Cond.	Cond.
B3	D	Α	-	-	-	-	-	-
A4	D	Α	-	-	-	-	-	-
B5	Α	Α	-	-	-	-	-	-
C4	Α	Α	-	-	-	-	-	-
B9	Α	Α	-	-	-	-	-	-
A9	D	Α	-	-	-	-	-	-
A11	В	Α	-	-	-	-	-	-
C10	Α	Α	-	-	-	-	-	-
K8	В	Α	-	-	-	-	-	-
L9	D	Α	-	-	-	-	-	-
M8	D	Α	-	-	-	-	-	-
L7	В	Α	-	-	-	-	-	-
J5	Α	Α	-	-	-	-	-	-
K4	Α	Α	-	-	-	-	-	-
J3	Α	Α	-	-	-	-	-	-
14	Α	Α	-	-	-	-	-	-
G2-1	C	Α	С	Α	-	-	-	-
G2-2	С	Α	Α	Α	-	-	-	-
G4-1	C	Α	D	Α	-	-	-	-
G4-2	U	Α	В	Α	-	-	-	-
G6-1	C	Α	Priority	Α	-	-	-	-
G6-2	D	Α	Α	Α	-	-	-	-
G8-1	D	Α	Priority	Α	-	-	-	-
G8-2	В	Α	В	Α	-	-	-	-
H2-1	D	Α	С	Α	-	-	-	-
H2-2	D	Α	D	Α	-	-	-	-
H4-1	U	Α	С	Α	-	-	-	-
H4-2	D	Α	Α	Α	-	-	-	-
H6-1	Priority	Α	D	Α	-	-	-	-
H6-2	Α	Α	С	Α	-	-	-	-
H8-1	D	Α	Priority	Α	-	-	-	-
H8-2	D	Α	С	Α	-	-	-	-

*Foundation ratings are shown per leg to align with data.

Stock Island DVAR



Table 5: Assessment Summary

,	
Structures assessed:	4
Legs assessed:	8
Foundations assessed:	4
Steel Rejects	
Due to Condition Rating only:	0
Due to Mechanical Damage only:	0
Due to both Condition Rating and Mechanical Damage:	0
Total Structure Leg count of Steel Rejects:	0
Total Concrete Rejects:	0

^{*}No structures were found to have mechanical damage present.

Table 6: Condition Overview of Steel Structures

Structure	Leg	g 1	Le	g 2	Le	g 3	Le	g 4
ID	STR Cond.	FND Cond.	STR Cond.	FND Cond.	STR Cond.	FND Cond.	STR Cond.	FND Cond.
D1-1	Α	Α	Α	Α	-	-	-	-
D1-2	Α	Α	Α	Α	-	-	-	-
F1-2	Α	Α	Α	Α	-	-	-	-
F1-1	Α	Α	Α	Α	-	-	-	-

^{*}Foundation ratings are shown per leg to align with data.

US-1 Sub



Table 11: Assessment Summary

Total Concrete Rejects:	1
Total Structure Leg count of Steel Rejects:	9
Due to both Condition Rating and Mechanical Damage:	0
Due to Mechanical Damage only:	0
Due to Condition Rating only:	9
Steel Rejects	
Foundations assessed:	9
Legs assessed:	36
Structures assessed:	9

^{*}No structures were found to have mechanical damage present.

Table 12: Condition Overview of Steel Structures

Structure	Leg	g 1	Leg 2		Leg 3		Leg 4	
ID	STR Cond.	FND Cond.	STR Cond.	FND Cond.	STR Cond.	FND Cond.	STR Cond.	FND Cond.
N12	Α	Α	D	Α	D	Α	Α	Α
N14	Α	Α	Α	Α	Α	Α	Α	Α
N16	Α	Α	Α	Α	Α	Α	Α	Α
O12	Priority	Α	D	Α	D	Α	D	Α
014	Α	Α	Α	Α	Α	Α	Α	Α
O16	Α	Α	Α	Α	Α	С	Α	Α
P12	D	Α	D	Α	Α	Α	Α	Α
P14	Α	Α	Α	Α	Α	Α	Α	Α
P16	С	Α	Α	Α	Α	Α	Α	Α

^{*}Foundation ratings are shown per leg to align with data.

Big Coppitt Sub



Table 1: Assessment Summary

Table 1. Assessment Summary				
Structures assessed:	6			
Legs assessed:	24			
Foundations assessed:	6			
Steel Rejects				
Due to Condition Rating only:	9			
Due to Mechanical Damage only:	0			
Due to both Condition Rating and Mechanical Damage:	0			
Total Structure Leg count of Steel Rejects:	9			
Total Concrete Rejects:	0			

*No structures were found to have mechanical damage present.

Table 2: Condition Overview of Steel Structures

Structure	Le	Leg 1		g 2	Le	g 3	Le	g 4
ID	STR Cond.	FND Cond.	STR Cond.	FND Cond.	STR Cond.	FND Cond.	STR Cond.	FND Cond.
X28	D	Α	Α	Α	Α	Α	Α	Α
X29	Α	Α	Α	Α	Α	Α	Α	Α
X30	D	Α	С	Α	С	Α	D	Α
Y28	Α	Α	Priority	Α	D	Α	В	Α
Y29	Α	Α	D	Α	D	Α	Α	Α
Y30	Α	Α	Α	Α	В	Α	Α	Α

^{*}Foundation ratings are shown per leg to align with data.

Big Pine Sub



Table 3: Assessment Summary

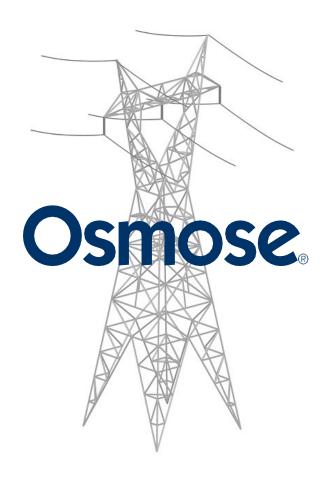
Total Concrete Rejects:	
Total Structure Leg count of Steel Rejects:	5
Due to both Condition Rating and Mechanical Damage:	0
Due to Mechanical Damage only:	0
Due to Condition Rating only:	5
Steel Rejects	
Foundations assessed:	6
Legs assessed:	24
Structures assessed:	6

*No structures were found to have mechanical damage present.

Table 4: Condition Overview of Steel Structures

Structure	Leg 1		Le	g 2	Le	g 3	Leg	g 4
ID	STR Cond.	FND Cond.	STR Cond.	FND Cond.	STR Cond.	FND Cond.	STR Cond.	FND Cond.
BB34	Α	Α	Α	Α	D	Α	Α	Α
BB36	Α	Α	Α	Α	Α	Α	Α	Α
BB37	Α	Α	Α	Α	D	Α	D	Α
FF34	Α	Α	Α	Α	Α	Α	Α	Α
FF36	Α	Α	В	Α	D	Α	D	Α
FF37	Α	Α	Α	Α	Α	Α	Α	Α

^{*}Foundation ratings are shown per leg to align with data.



STRUCTURAL STEEL RESTORATION SCOPE OF WORK – REV.2

Keys Energy Services
Big Coppit, Big Pine, DVAR, Kennedy,
Stock Island, and US1

Osmose Utilities Services

191 Peachtree Street NE, Ste 500, Atlanta, GA 30303 <u>www.osmose.com</u>

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Prepared By: Jalen Lana, 05/16/2025

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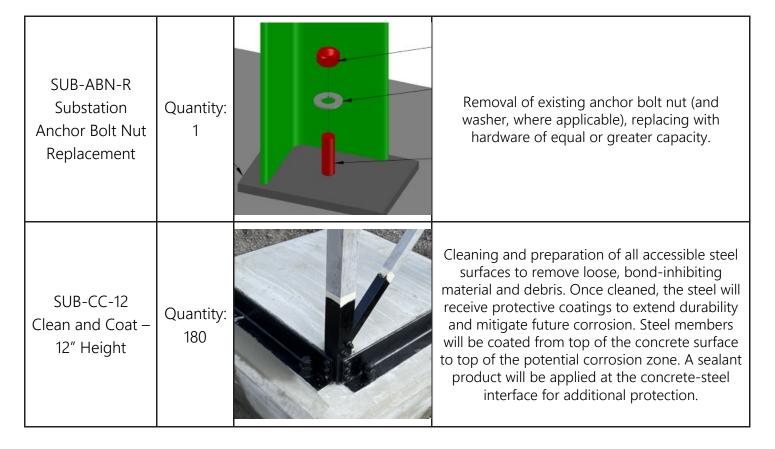
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OVERVIEW

Osmose Utilities Services, Inc. proposes to furnish the material, labor, tools and equipment necessary to perform structural restoration on the structures listed in Tables 2-6. The purpose of this rehabilitation work is to restore strength lost due to corrosion, concrete deterioration and/or mechanical damage. These restorations are based on findings from the assessments conducted by Osmose Utilities Services, Inc.

RESTORATION CODES

Table 1: List of Restoration Codes



SUB-D-R Substation Diagonal Replacement	Quantity: 6	Removal of a corroded or mechanically damaged diagonal member, replacing it with a member of equal or greater capacity.
SUB-D-S Substation Diagonal Splice	Quantity: 94 [—]	Restoration of a diagonal member by removing the corroded or mechanically damaged section and splicing it with a member of equal or greater capacity. Unless otherwise noted, only one diagonal per post leg will be disconnected at one time.
SUB-F-C-0 Substation Concrete Surface Remediation	Quantity: 1	Injection of grout or low viscosity epoxies to treat minor cracks and remediate surface defects, improving the protective cover of the concrete foundation. Sealants will be applied at the concrete-steel interface for additional protection. This restoration may be used in conjunction with an F-CC restoration.
SUB-F-CC Substation Foundation Clean and Coat	Quantity: 64	Cleaning and preparation of all accessible concrete surfaces to remove loose, bond-inhibiting material and debris. Once cleaned, the concrete will receive a protective coating to extend durability and mitigate future deterioration.

SUB-H-R Substation Horizontal Member Replacement	Quantity: 6	DOSTING SONGONIA.	Removal of a corroded or mechanically damaged horizontal member, replacing it with a member of equal or greater capacity.
SUB-P-E-2 Substation Post Leg Encasement - Structural	Quantity: 3		Installation of a reinforced concrete encasement to transfer load from the tower leg to the existing concrete foundation. To provide an adequate load transfer, studded rods will be drilled or into the post leg and/or diagonals, and new reinforcing steel will be epoxy-grouted into the existing foundation.
SUB-SS-R Substation Stub Shoe Replacement	Quantity:- 54		Removal of a mechanically damaged and/or corroded section of a stub shoe, replacing it with a member of equal or greater capacity. This restoration will be used in conjunction with a Temporary Support to provide structural support to the structure leg during restoration.
SUB-TS-1 Substation Temporary Support	Quantity: 54	The state of the s	Temporary support steel elements connected to the structure leg to provide stability where primary members must be completely removed or disconnected during restoration. The temporary support material will be removed from the structure after restoration.

CLARIFICATIONS

- 1. The restoration codes assigned to the structures listed in Table 2 are based on the assessments performed by Osmose Utilities Services in 2025 and are the best preliminary estimates available. Changes in field and structure conditions are possible, and if identified, Osmose Utilities Services will notify Keys Energy Services upon discovery and any associated costs will be assessed.
- 2. Existing coatings on structures are assumed to not contain hazardous materials. Additional considerations will be required if hazardous materials are found.
- 3. Keys Energy Services will maintain suitable access to all structures so that motorized equipment from Osmose Utilities Services and its suppliers can move and operate under their own power at the project site.
- 4. When applicable, demolished concrete will be disposed on-site as part of the backfill material of the excavated holes. Landscaping and reseeding are not included within this scope.
- 5. A project schedule will be co-developed and agreed upon by both Keys Energy Services and Osmose Utilities Services during the project start-up. The schedule will include adequate durations for engineering, procurement, mobilization, inspection, construction and commissioning, inclusive of potential weather delays.
- 6. Unless otherwise noted, only one mobilization fee is included in the price schedule. If additional mobilizations or stand-by time are required due to situations such as unexpected weather conditions, access restrictions, pending permits or others, Osmose Utilities Services will coordinate the additional costs with Keys Energy Services.
- 7. All permits required to perform this work shall be the responsibility of Keys Energy Services.
- 8. Electrical and/or wiring work required prior to restoration work or re-commissioning, such as grounding of structures, is the responsibility of Keys Energy Services and is not included in this scope.
- 9. Unless otherwise noted, Professional Engineer sealed drawings or other documents are not included.
- 10. Structure and/or foundation analysis will not be performed as part of this scope.
- 11. A geotechnical investigation will not be performed as part of this scope.

REFERENCES

- 1. Osmose assessment report titled "Structural Steel Substation Assessment Report, Keys Energy Services, Big Coppit, Big Pine, DVAR, Kennedy, Stock Island, and US1", dated 03/12/25.
- 2. Images and measurements obtained during assessment.

RECOMMENDED RESTORATIONS

Table 2: Recommended Restorations per Structure for Big Coppit Substation

Index	Structure	Leg	Steel Restoration	Foundation Restoration																
	Number	- 3	Description	Description																
			SUB-TS-1,																	
		1	SUB-SS-R,																	
		'	SUB-D-S (x2),																	
1	X28		SUB-CC-12	SUB-F-CC																
		2	SUB-CC-12																	
		3	SUB-CC-12																	
		4	SUB-CC-12																	
		1	SUB-CC-12																	
2	V20	2	SUB-CC-12	CLID E CC																
2	2 X29	X29	X29	X29	3	SUB-CC-12	SUB-F-CC													
		4	SUB-CC-12																	
									SUB-TS-1,											
		1	SUB-SS-R,																	
																	I	SUB-D-S (x2),		
			SUB-CC-12																	
			SUB-TS-1,																	
		2	SUB-SS-R,																	
	X30	V20		SUB-D-S (x2),	CLID F CC															
3				SUB-CC-12																
3	X30		SUB-TS-1,	SUB-F-CC																
		3	SUB-SS-R,																	
		3	SUB-D-S (x2),																	
			SUB-CC-12																	
			SUB-TS-1,																	
		4	SUB-SS-R,																	
		4	SUB-D-S (x2),																	
			SUB-CC-12																	

		1	SUB-CC-12			
			SUB-TS-1,			
		2	SUB-SS-R,			
		۷.	SUB-D-S (x2),			
4	Y28		SUB-CC-12	SUB-F-CC		
4	120		SUB-TS-1,	30D-1-CC		
		3	SUB-SS-R,			
		5	SUB-D-S (x2),			
			SUB-CC-12			
		4	SUB-CC-12			
				1	SUB-CC-12	
			SUB-TS-1,			
		2	SUB-SS-R,			
			۷	SUB-D-S (x2),		
5	Y29		SUB-CC-12	SUB-F-CC		
	123		SUB-TS-1,	SOB-F-CC		
		3	SUB-SS-R,			
		5	SUB-D-S (x2),			
			SUB-CC-12			
		4	SUB-CC-12			
		1	SUB-CC-12			
6	Y30	2	SUB-CC-12	SUB-F-CC		
	130	3	SUB-CC-12	300-1-00		
		4	SUB-CC-12			

Table 3: Recommended Restorations per Structure for Big Pine Substation

Index	Structure	Leg	Steel Restoration	Foundation Restoration	
	Number		Description	Description	
		1	SUB-CC-12		
		2	SUB-CC-12	_	
_			SUB-TS-1,		
7	BB34	3	SUB-SS-R,	SUB-F-CC	
			SUB-D-S (x2),		
		_	SUB-CC-12		
		4	SUB-CC-12		
		1	SUB-CC-12		
8	BB36	2	SUB-CC-12	SUB-F-CC	
O	DD30	3	SUB-CC-12	3001 66	
		4	SUB-CC-12		
		1	SUB-CC-12		
		2	SUB-CC-12		
	BB37		SUB-TS-1,		
9		BB37	SUB-SS-R,	SUB-F-CC	
			SUB-D-S (x2),		
			SUB-CC-12		
			SUB-TS-1,		
			4	SUB-SS-R,	
				4	SUB-D-S (x2),
			SUB-CC-12		
		1	SUB-CC-12		
10	FF34	2	SUB-CC-12	SUB-F-CC	
10	FF34	3	SUB-CC-12		
		4	SUB-CC-12		
		1	SUB-CC-12		
		2	SUB-CC-12		
			SUB-TS-1,		
		2	SUB-SS-R,		
11	EE36	3	SUB-D-S (x2),	CLID T CC	
11	FF36		SUB-CC-12	SUB-F-CC	
			SUB-TS-1,		
		4	SUB-SS-R,		
1		4	SUB-D-S (x2),		
<u> </u>			SUB-CC-12		

		1	SUB-CC-12	
10	FF27	2	SUB-CC-12	CLID E CC
12	FF37	3	SUB-CC-12	SUB-F-CC
		4	SUB-CC-12	

Table 4: Recommended Restorations per Structure for DVAR Substation

Index	Structure Number	Leg	Steel Restoration Description	Foundation Restoration Description
13	D1 1	1	SUB-CC-12	CLID T CC
15	D1-1	2	SUB-CC-12	SUB-F-CC
1.4	14 D1-2	1	SUB-CC-12	SUB-F-CC
14		2 SL	SUB-CC-12	
15	Г1 1	1	SUB-CC-12	CLID T CC
15	F1-1	2	SUB-CC-12	SUB-F-CC
10	46 54.2	1	SUB-CC-12	CLID E CC
16	F1-2	2	SUB-CC-12	SUB-F-CC

Table 5: Recommended Restorations per Structure for Kennedy Substation

Index	Structure	Leg	Steel Restoration	Foundation Restoration
	Number		Description	Description
		1	SUB-CC-12	
17	R17	2	SUB-CC-12	SUB-F-CC
1/	IXI7	3	SUB-CC-12	3001 66
		4	SUB-CC-12	
		1	SUB-CC-12	
18	R18	2	SUB-CC-12	SUB-F-CC
10	INTO	3	SUB-CC-12	300-1-00
		4	SUB-CC-12	
		1	SUB-CC-12	
19	R22	2	SUB-CC-12	SUB-F-CC
19	RZZ	3	SUB-CC-12	SUB-F-CC
		4	SUB-CC-12	
		1	SUB-CC-12	
20	DOC	2	SUB-CC-12	CUD F CC
20 R26	J R20	3	SUB-CC-12	SUB-F-CC
		4	SUB-CC-12	
		1	SUB-CC-12	
		2	SUB-CC-12	
		3	SUB-CC-12	
21	R27		SUB-TS-1,	SUB-F-CC
		4	SUB-SS-R,	
		4	SUB-D-S,	
			SUB-CC-12	
		1	SUB-CC-12	
		2	SUB-CC-12	
		3	SUB-CC-12	
22	Q17		SUB-TS-1,	SUB-F-CC
		4	SUB-SS-R,	
		4	SUB-D-S,	
			SUB-CC-12	
		1	SUB-CC-12	
23	Q18	2	SUB-CC-12	SUB-F-CC
23	Q IO	3	SUB-CC-12	30D-F-CC
		4	SUB-CC-12	

		1	SUB-CC-12				
24	022	2	SUB-CC-12				
24	Q22	3	SUB-CC-12	SUB-F-CC			
		4	SUB-CC-12				
		1	SUB-CC-12				
25	25	2	SUB-CC-12	SUB-F-CC			
23	Q26	3	SUB-CC-12	SUB-F-CC			
		4	SUB-CC-12				
		1	SUB-CC-12				
						SUB-TS-1,	
					2	SUB-SS-R,	
				2	SUB-D-S,		
			SUB-CC-12				
	Q27	Q27	Q27	Q27	Q27 3	SUB-TS-1,	
26						SUB-SS-R,	SUB-F-CC
		J	SUB-D-S (x2),				
			SUB-CC-12				
			SUB-TS-1,				
		4	SUB-SS-R,				
			SUB-D-S,				
			SUB-CC-12				

Table 6: Recommended Restorations per Structure for Stock Island Substation

Index	Structure Number	Leg	Steel Restoration Description	Foundation Restoration Description
27	В3	N/A	SUB-CC-12	SUB-P-E-2
28	A4	N/A	SUB-CC-12	SUB-P-E-2
29	B5	N/A	SUB-CC-12	SUB-F-CC
30	C4	N/A	SUB-CC-12	SUB-F-CC
31	В9	N/A	SUB-CC-12	SUB-F-CC
32	A9	N/A	D-S (x2), SUB-CC-12	SUB-P-E-2
33	A11	N/A	SUB-CC-12	SUB-F-CC
34	C10	N/A	SUB-CC-12	SUB-F-CC
35	K8	N/A	SUB-CC-12	SUB-F-CC
36	L9	N/A	SUB-TS-1, SUB-SS-R, SUB-D-S (x2), SUB-CC-12	SUB-F-CC
37	M8	N/A	SUB-ABN-R, SUB-CC-12	SUB-F-CC
38	L7	N/A	SUB-CC-12	SUB-F-CC
39	J5	N/A	SUB-CC-12	SUB-F-CC
40	K4	N/A	SUB-CC-12	SUB-F-CC
41	J3	N/A	SUB-CC-12	SUB-F-CC
42	14	N/A	SUB-CC-12	SUB-F-CC
40	C2 1	1	SUB-TS-1, SUB-SS-R, SUB-D-S (x2), SUB-CC-12	SUB F CC
43	G2-1	2	SUB-TS-1, SUB-SS-R, SUB-D-S (x2), SUB-CC-12	SUB-F-CC
44	G2-2	1 2	SUB-TS-1, SUB-SS-R, SUB-D-S (x2), SUB-CC-12 SUB-CC-12	SUB-F-CC

SUB-TS-1, SUB-SS-R, SUB-CC-12 SUB-TS-1, SUB-F-CC 2
SUB-TS-1, SUB-SS-R, SUB-CC-12 SUB-TS-1, SUB-CC-12 SUB-TS-1, SUB-SS-R, SUB-SS-R, SUB-D-S (x2), SUB-F-CC SUB-CC-12 SUB-TS-1, SUB-F-CC SUB-TS-1, SUB-F-CC SUB-F-CC SUB-TS-1,
SUB-TS-1, SUB-SS-R, SUB-CC-12 SUB-TS-1, SUB-TS-1, SUB-SS-R, SUB-D-S (x2), SUB-F-CC SUB-CC-12 2 SUB-TS-1,
2 SUB-D-S (x2), SUB-CC-12 SUB-TS-1, SUB-SS-R, SUB-D-S (x2), SUB-F-CC SUB-CC-12 2 SUB-CC-12 SUB-TS-1,
SUB-D-S (x2), SUB-CC-12 SUB-TS-1, SUB-SS-R, SUB-D-S (x2), SUB-CC-12 2 SUB-CC-12 SUB-TS-1,
SUB-TS-1, SUB-SS-R, SUB-D-S (x2), SUB-CC-12 2 SUB-CC-12 SUB-TS-1,
46 G4-2 1 SUB-SS-R, SUB-D-S (x2), SUB-CC-12 2 SUB-CC-12 SUB-TS-1,
46 G4-2 SUB-D-S (x2), SUB-F-CC SUB-CC-12 2 SUB-TS-1,
46 G4-2 SUB-D-S (x2), SUB-F-CC SUB-CC-12 2 SUB-CC-12 SUB-TS-1,
2 SUB-CC-12 SUB-TS-1,
SUB-TS-1,
SUB-SS-R,
SUB-D-S (x2),
47 G6-1 SUB-CC-12 SUB-F-CC
SUB-TS-1,
SUB-SS-R,
SUB-D-S (x2),
SUB-CC-12
SUB-TS-1,
SUB-SS-R,
48 G6-2 SUB-D-S (x2), SUB-F-CC
SUB-CC-12
2 SUB-CC-12
SUB-TS-1,
SUB-SS-R,
SUB-D-S (x2),
49 G8-1 SUB-CC-12 SUB-F-CC
SUB-TS-1,
SUB-SS-R,
SUB-D-S (x2),
SUB-CC-12
50 G8-2 1 SUB-CC-12 SUB-F-CC
30 G6-2 2 SUB-CC-12 SUB-F-CC
SUB-TS-1,
51 H2-1 1 SUB-SS-R, SUB-F-CC

			SUB-CC-12		
51	H2-1	2	SUB-TS-1, SUB-SS-R, SUB-D-S (x2), SUB-CC-12	-	
	112.2	1	SUB-TS-1, SUB-SS-R, SUB-D-S (x2), SUB-CC-12	SLID F CC	
52	H2-2	2	SUB-TS-1, SUB-SS-R, SUB-D-S (x2), SUB-CC-12	SUB-F-CC	
53 H	⊔	1	SUB-TS-1, SUB-SS-R, SUB-D-S (x2), SUB-CC-12	SLID F CC	
	H4-1	H4-1 2	2	SUB-TS-1, SUB-SS-R, SUB-D-S (x2), SUB-CC-12	SUB-F-CC
54	H4-2	1	SUB-TS-1, SUB-SS-R, SUB-D-S (x2), SUB-CC-12	SUB-F-CC	
FF	116.4	1	SUB-CC-12 SUB-TS-1, SUB-SS-R, SUB-D-S (x2), SUB-CC-12		
55	H6-1	H6-1 2	2	SUB-TS-1, SUB-SS-R, SUB-D-S (x2), SUB-CC-12	SUB-F-CC
		1	SUB-CC-12		
56	H6-2	2	SUB-TS-1, SUB-SS-R, SUB-D-S (x2), SUB-CC-12	SUB-F-CC	

			SUB-TS-1,	
		1	SUB-SS-R,	
		'	SUB-D-S (x2),	
F 7	110 1		SUB-CC-12	CLID T CC
57	H8-1		SUB-TS-1,	SUB-F-CC
		2	SUB-SS-R,	
		2	SUB-D-S (x2),	
			SUB-CC-12	
			SUB-TS-1,	
		1 H8-2	SUB-SS-R,	
			SUB-D-S (x2),	
ГО	110.2		SUB-CC-12	SUB-F-CC
58	H8-2		SUB-TS-1,	
		2	SUB-SS-R,	
			SUB-D-S (x2),	
			SUB-CC-12	

Table 7: Recommended Restorations per Structure for US1 Substation

Index	Structure	Leg	Steel Restoration	Foundation Restoration				
	Number	4	Description	Description				
		1	SUB-CC-12	-				
			SUB-TS-1,					
		2	SUB-SS-R,					
			SUB-D-S (x2),					
59	N12		SUB-CC-12	SUB-F-CC				
			SUB-TS-1,					
		3	SUB-SS-R,					
			SUB-D-S (x2),					
			SUB-CC-12	_				
		4	SUB-CC-12					
		1	SUB-CC-12	_				
60	N14	2	SUB-CC-12	SUB-F-CC				
00		1117	3	SUB-CC-12	3021 66			
		4	SUB-CC-12					
		1	SUB-CC-12					
61	N16	N16	1 N16 _	2	SUB-CC-12	SUB-F-CC		
01				3	SUB-CC-12	300-1-66		
		4	SUB-CC-12					
	1						SUB-TS-1,	
			SUB-SS-R,					
		1	SUB-D-R,					
				SUB-H-R,				
			SUB-CC-12					
			SUB-TS-1,					
			SUB-SS-R,					
62	O12	2	SUB-D-R,	SUB-F-CC				
			SUB-H-R,					
			SUB-CC-12					
			SUB-TS-1,]				
			SUB-SS-R,					
		3	SUB-D-R,					
			SUB-H-R,					
			SUB-CC-12					

			SUB-TS-1,													
			SUB-SS-R,													
62	O12	4	SUB-D-R,													
02	012	4	SUB-H-R,	-												
			SUB-CC-12													
		1														
			SUB-CC-12													
63	O14	2	SUB-CC-12	SUB-F-CC												
		3	SUB-CC-12													
		4	SUB-CC-12													
		1	SUB-CC-12													
64	O16	2	SUB-CC-12	SUB-F-C-0,												
		3	SUB-CC-12	SUB-F-CC												
		4	SUB-CC-12													
			SUB-TS-1,													
			SUB-SS-R,													
	P12	P12	P12		1	SUB-D-R,										
65					SUB-H-R,											
				P12		SUB-CC-12										
						SUB-TS-1,	SUB-F-CC									
03	FIZ		SUB-SS-R,	30B-F-CC												
														2	SUB-D-R,	
						SUB-H-R,										
				SUB-CC-12												
		3	SUB-CC-12													
		4	SUB-CC-12													
		1	SUB-CC-12													
66	D1.4	2	SUB-CC-12													
66	P14	3	SUB-CC-12	SUB-F-CC												
		4	SUB-CC-12													
			SUB-TS-1,													
		4	SUB-SS-R,													
		1	SUB-D-S (x2),													
67	P16		SUB-CC-12	SUB-F-CC												
	-	2	SUB-CC-12													
		3	SUB-CC-12													
		4	SUB-CC-12													
		1														

KEYS ENERGY SERVICES GENERAL TERMS & CONDITIONS

ADDITIONS/DELETIONS

KEYS reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the best interest of KEYS.

ALTERATIONS IN PROPOSAL

Except as otherwise provided herein, Proposals which are conditional in any way, or which contain erasures or interlineations not authenticated as provided herein, or which contain items not called for, items not in conformity with applicable laws, changes, additions, recapitulations, alternative Proposals, or any other modifications of the Proposal forms which are not specifically called for in the Contract Documents, will be rejected as not responsive unless specifically agreed to in writing by KEYS. Erasures, interlineations or other corrections shall be authenticated by affixing in the margin immediately opposite the correction, the handwritten initials of each person executing the Proposal.

APPLICABLE LAW

This Contract shall be interpreted in accordance with the law of the State of Florida.

ASSIGNMENT

No contract awarded under these terms, conditions, and specifications, may be sold, transferred or assigned in full or part without the written permission of KEYS. Such written permission shall not relieve contractor from its obligations and liabilities.

ATTORNEY FEES

The prevailing party in any litigation or mediation relating to the contract shall be entitled to recover it reasonable attorney fees and costs from the other party for all matters, including, but not limited to, appeals.

BASIS OF AWARD

- A. The award will be made by KEYS on the basis of the Proposal from the lowest responsive* responsible**, Bidder which, in KEYS' sole and absolute judgment, will best serve the interest of KEYS.
- B. KEYS reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposal.
 - *Responsive Bidder: Any person, firm, or corporation submitting a bid for the work contemplated whose bid form is complete and regular, free of excisions or special conditions and has no alternative bids for any item unless requested in the technical specifications.
 - **Responsible Bidder: Any person, firm, or corporation submitting a bid for the work contemplated who maintains a permanent place of business, has adequate manpower and equipment to do the work properly and within the time limit that is established, has adequate financial status to meet his obligations contingent to the work and has a history of performance of like contracts (acceptable to KEYS).
- C. Evaluation: The lowest evaluated price shall be determined from an analysis which assesses the impact of the contract price, operational and maintenance costs.

BID BOND/CERTIFIED CHECK

Each proposal should be accompanied by a Bid Bond or Certified Check payable to the UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA in an amount not less than five (5%) percent of the amount of the proposal as security.

BID PROPOSAL PRICING

All bid proposals must remain firm for 120 days minimum.

BIDDER QUALIFICATIONS

Please provide this information in your bid response.

CITY/COUNTY LICENSING

For the term of the contract, Contractor shall maintain City of Key West and Monroe County licenses and/or other requirements to work within the City or County limits. Contractor should provide KEYS with a copy of all licenses.

COMPLETENESS OF PROPOSAL

- A. Each Bidder shall respond to all items on Proposal Page. When quoting on all items including optional items, bidders shall insert the words "No Bid" in the space provided for any item for which no offer is made. Failure to do so may result in the Proposal being rejected as not responsive.
- B. KEYS will consider alternative, additive, or deductive options with no initial pricing.
- C. Each Proposal shall include specific acknowledgment of receipt of all Addenda issued during the bidding period. Failure to do so may result in the Proposal being rejected as not responsive.
- D. Each Bidder shall furnish information relating to its experience, facilities, material, equipment and business as is required by the Proposal form. Failure to do so may result in the Proposal being rejected as not responsive.
- E. Additional technical data furnished by a Bidder, but not required by the Request for Proposal (RFP), may at KEYS' option be considered part of the Proposal to the extent that it is supplementary to, is consistent with and not contrary to the RFP.

CONTACT REFERENCES

KEYS contact for bidding requirements and technical specifications: Tyler Randolph, Supervisor of Purchasing, Tyler.Randolph@keysenergy.com or purchasing@keysenergy.com.

CONTRACT DURATION

The duration of the base contract shall be from the date of execution by the Utility Board through July 16, 2026. KEYS reserve the right to cancel this contract without cause with 30 days written notice and with cause within 10 days.

CONTRACT CHANGES

No changes, over the contract period, shall be permitted unless prior written approval is given by the Utility Board of the City of Key West, Florida. No Contractor shall assign the contract or any rights or obligations there under without the written consent of KEYS. In the event of such approved subcontracting, contractor agrees to provide KEYS with written documentation relative to the Subcontractor(s) employed in this contract.

CONTRACT COMPLIANCE

All contracts are subject to the terms and conditions of the Fair and Accurate Credit Transactions Act of 2003. The said provisions and compliance therewith are expressly made part of the contract and are binding covenants on the party contracting with KEYS.

CONTRACTOR LIABILITY

In the event of default by Contractor, KEYS reserves the right to utilize the next lowest Bidder as the new Contractor. In the event of this occurrence, the next lowest Bidder, if it wishes the award, shall be required to provide the bid items at the prices as contained on its proposal or bid for this specification.

CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall be responsible for all loss, damage, vandalism, theft, etc. for all equipment, tools, materials, etc. left on the job site.
- B. Contractor shall be responsible for maintaining the site in a clean condition during installation. Contractor and KEYS at which time the site should be cleaned up will make a final walk down of the sites.
- C. Prior to completion of demobilization, Contractor shall remove all construction materials, waste, demolition debris, excess materials, temporary installation, etc. that have not been specifically turned over and accepted by KEYS.
- D. Contractor shall be responsible for any and all costs for cleanup of oil or gasoline spills which result from his equipment or from any work performed as part of this contract.
- E. Permit violations or environmental damage caused by contractor shall be mitigated or repaired by contractor, at contractor's expense, to the satisfaction of the governing authority citing such damage.
- F. Items discussed in this section are not intended to be all-inclusive of Federal, State, and Local Laws and Regulations. Information is provided as anticipated minimum requirements. Contractor shall be familiar and comply with all requirements of applicable laws and regulations.
- G. Contractor will assume total responsibility for materials, delivery to/from job site, installation, and testing of system.

DELIVERY

- A. Delivery, inspection and acceptance delivery, inspections and acceptance will be at destination, F.O.B. Key West as specified in the RFP, KEYS Warehouse, unless otherwise provided. Until delivery and acceptance and after any rejections, risk of loss will be on the Vendor, unless loss results from negligence of KEYS.
- B. Notwithstanding the requirements for any KEYS inspection and test contained in the specifications applicable to this proposal, except where specialized inspections or tests are specified for performance solely by KEYS, contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under this proposal conform to the drawings, specifications and proposal requirements listed herein, including if applicable, the technical requirements for the manufacturer's part numbers specified herein.
- C. Delivery of Excess Quantities Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If contractor delivers and KEYS receives quantities of any item in excess of the quantity called for (after considering any allowable variations of quantity) such excess quantities will be treated as being delivered for the convenience of contractor. KEYS may retain such excess quantities without compensating the interests herein. Quantities in excess, will at the option of KEYS, either be returned at contractor's expense, or retained and paid for by KEYS at the contract unit price.
- D. Deliveries In the event of failure to deliver material of the quality or within the time specified, KEYS may cancel the order and buy elsewhere. Contractor will be responsible for any cost differences encountered in the procurement of materials. Failure of KEYS to exercise this option with respect to any installment shall not be deemed a waiver with respect of future installments, if any.
- E. Delivery tickets All shipments under this agreement shall be accompanied with delivery tickets, or packing slips, in triplicate, which shall contain the following minimum information: name of supplier, purchase order number, date of order, date of delivery or shipment, itemized list of supplies or services furnished, quantity, unit price, and extension of each line item. Upon delivery, the Warehouse will retain a copy of the related delivery ticket.
- F. Inspection, Acceptance and Title Inspection and acceptance will be at destination, unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by KEYS in writing.

ENTIRE AGREEMENT

The terms, specifications and/or drawings included in a duly executed contract will constitute the entire agreement between the parties. No modification or waiver of terms of this agreement shall be binding, unless in writing, signed by a duly authorized representative of KEYS.

ERROR IN BID CALCULATION

In the event there is a mathematical error in the bid, KEYS will recalculate using the line items and correct the total.

EXECUTION OF PROPOSAL

If a Proposal is made by a partnership, it shall contain the name and address of each partner and shall be executed in the partnership name, followed by the handwritten signature of a partner authorized to execute the Proposal for the partnership. If a Proposal is made by a corporation, it shall be executed in the name of the corporation, followed by the handwritten signature of an officer authorized to execute the Proposal for the corporation, and the printed or typewritten designation of the office he holds in corporation. Another partner of the partnership or official of the corporation shall attest to the authority of the person executing the Proposal. KEYS may require any Bidder to furnish certified copies of extracts of the minutes of meetings of the governing body of the Bidder authorizing execution of the Proposal and Contract Documents.

FORCE MAJEURE

KEYS shall not be liable in any way to contractor as a result of an event, circumstance or act of a third party that is beyond a party's reasonable control (e.g. an act of God, and act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war and riots).

LITIGATION SEARCH

KEYS reserve the right to conduct a litigation search on contractor's history of past litigation.

LIQUIDATED DAMAGES

In the event the Scope of Work is not substantially complete on or before February 9, 2026, liquidated damages shall be payable by Contractor to KEYS in the amount of \$1,000.00 per day for each day the Scope of Work is not substantially complete.

The parties recognize that the damages to be incurred by KEYS as a result of delay in completion of the Scope of Work are difficult to estimate at this time and would be difficult for KEYS to prove. The parties intend that the payment of Liquidated Damages set forth above would serve to compensate KEYS for its damages resulting from such delay in completion, and constitutes a reasonable, good faith approximation of such damages. The liquidated damages set forth herein are not intended to, nor shall be construed to, function as a penalty, and shall not preclude other remedies available to KEYS at law or in equity.

MATERIAL

No goods or materials provided pursuant to the proposal shall consist of or contain any equipment which has been manufactured or supplied by persons or entities owned by, controlled by, or subject to the jurisdiction or direction of the government of the People's Republic of China.

MODIFICATION OF PROPOSAL

A modification of a proposal already received will be considered only if the modification is received prior to the time last announced for opening Proposals. All modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal, fax or E-mail. Phone modifications will not be considered.

NOTICE TO PROCEED

KEYS will issue the successful bidder a Notice to Proceed after the following activities have been completed: 1) the Performance Bond and Insurance Certificates have been received and approved by KEYS, 2) a meeting has been held and issues regarding environmental, lien releases, payment procedures, safety, security, and use of sub-contractor notification were

discussed. The successful bidder will be asked to complete the signature to acknowledge receipt of this notice.

OPENING PROPOSALS

At the time and place last announced for opening Proposals, each Proposal which has been received prior to the time last announced for opening Proposals, except those which have been properly withdrawn, will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Proposals.

KEYS INSPECTIONS/MEETINGS

KEYS will make inspections and/or meetings as deemed necessary to ensure that all work is being performed in compliance with these specifications and guarantees.

PAYMENT

Payment will be made after acceptance of services and materials and within 30 days after receipt of invoice. KEYS will hold 5% retention until 30 days after project completion and final acceptance. Contractor will complete and submit the provided Contractor's Request for Payment form, prior to any payment of draw request. Contractor's request for payment shall be accompanied by a breakdown of material and labor associated with that particular request. KEYS does not pay service charges on late payments.

PENALTIES

KEYS reserves the right to increase or decrease quantities shown without penalties.

PERFORMANCE BOND

Within ten (10) days after contractor receives the Notice of Utility Board Approval and prior to the execution of the Contract, contractor shall furnish a Performance and Payment Bond in the form acceptable to KEYS, with corporate Surety satisfactory to KEYS such bond shall insure the full and faithful performance of the Contract, including the payment of all

obligations arising there under, and shall be in an amount equal to (one hundred) 100% of the Total Contract Amount unless otherwise provided in these specifications. Such bond shall further comply in all respects with the laws of the State of Florida.

PERSONNEL

- A. The project supervisor must be capable of communicating fluently in English at all times.
- B. On a project, the foreman must be capable of communicating fluently in English.
- C. All employees of company must be United States Citizens or legally authorized to reside and work in the United States.
- D. KEYS may request at any time throughout the contract the following within eight (8) hours:
 - Proof of citizenship for all employees
 - Proof of employee's salary is at or above state and federal minimum requirements
 - Proof of eligibility to legally work in the United States

POSTPONEMENT OF OPENING

KEYS reserves the right to postpone the date and time last announced for opening Proposals and such postponement may be made at any time prior to the time last announced for opening Proposals. KEYS will give written notice in the form of an Addendum by email to each party to whom Contract Documents have been issued in addition to posting the Addendum on DemandStar, Vendorlink, and Keysenergy.com websites, stating the change in date and time of any such postponement.

PRICES

- A. All prices bid shall be firm unless the conditions of the RFP permit price escalation. If an escalation method or indices are specified, the Bidder shall indicate in its bid the specific items subject to escalation, and shall give the method and indices to be used in computing the amount thereof.
- B. The vendor shall provide the proposal price in U.S. dollars only.

PROPOSAL GUARANTEE

- A. The Proposal Guarantee shall be the cashier's check or Bid Bond required in the Notice to Bidders. A bid bond or cashier's check in lieu of a surety bond in the amount of (five) 5% of the proposal shall be submitted with all proposals. This bid bond requirement is to be used as security and will be returned to bidder after KEYS enters into a Contract with the successful bidder. This (five) 5% shall be based on the total bid price. The bid bond or cashier's check shall be valid for a period of no less than 120 days after bid opening date.
- B. KEYS may reject all Proposals, and in such event, all cashier's checks and Bid Bonds will thereupon be returned to the Bidders.
- C. When a Proposal is accepted, all checks and Bid Bonds will thereupon be returned to the bidders, except for the approved proposal. The cashier's check or Bid Bond of the approved Bidder will be returned after completion of the requirements in the following paragraph.
- D. Within (ten) 10 days after delivery of Notice of Utility Board Approval, or such additional time as is allowed by KEYS, the Bidder shall furnish satisfactory Performance and Payment Bond, Insurance Certificate and Insurance Policies.

PROTESTS

Any bidder who believes he has been aggrieved in connection with the staff recommendation or award of a contract may protest in writing to the KEYS Purchasing Department. The deadline for filing a protest is prior to the commencement of the Utility Board meeting wherein the award is to be considered. It is the <u>responsibility of the bidder</u> to ascertain the bid award information from DemandStar or VendorLink. Protests shall specifically describe the subject matter and facts giving rise to the protest.

PUBLIC RECORDS ACT

Pursuant to F.S. 119.0701 of the Public Records Act, any request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. Contractors is required to comply with public records laws and upon request by the public records custodian, shall provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost not to exceed the cost provided in Ch. 119, F.S. or as otherwise provided by law. A contractor who fails to provide the records to the agency within a reasonable time may be subject to penalties as provided in F.S. 119.10

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

P.O. BOX 6100

Key West, FL 33041-6100

(305) 295-1067

Gricel Owen

Email: gricel.owen@keysenergy.com

PUBLIC ENTITY CRIME CLAUSE

Any person submitting a bid or proposal in response to this invitation must execute the enclosed form **FOR 094, SWORN STATEMENT UNDER SECTION 287.133 (3) (a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**, including proper check(s), in the space(s) provided, and enclose it with his bid proposal. If you are submitting as bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copies of the form are executed by them and are included with your bid or proposal. Corrections to the form will not be allowed after the bid or proposal opening time and date. Failure to complete this form may result in immediate disqualification of your bid or proposal.

QUALITY ASSURANCE PROVISIONS

A system of test and inspection shall be used to insure receipt of the quality and quantity of material(s)/service(s) purchased. Material(s)/service(s) will be promptly inspected and any discrepancies from the purchase order and/or the supplier's invoice shall be reported immediately.

RELEASE OF LIENS

Contractor is to furnish a release of liens for sub-contractual materials and labor prior to each payment. In addition, contractor is to furnish the standard form of "Statement Concerning Claims."

REJECTION

The Utility Board reserves the right to reject any or all proposals, to waive irregularities and informalities in any or all proposals, and to separately accept or reject any item, items, bid schedule or bid schedules of the proposal which the Utility Board deems to be in the best interest of the Utility Board.

RETAINAGE

A 5% retainage fee will be applied to all payment requests.

SAFETY/MAINTENANCE OF TRAFFIC (MOT)

Contractor is to provide all required Safety and Traffic Control equipment as required by FDOT, City of Key West, or Monroe County MOT. Personnel are required to be trained in MOT as required. Contractor is to provide copies of certification of MOT training.

SAFETY AND PROTECTION

Examination of existing facilities: After the Contract is awarded and before commencement of the work, Contractor and KEYS shall make thorough examination of all existing structures and facilities associated with the project.

Safety requirements: Contractor shall do whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during the project period. This requirement shall apply continuously and not be limited to normal working hours.

Safety provisions shall conform to Federal and State Departments of Labor, Occupational Safety and Health Act (OSHA), and other applicable Federal, State, County, and Local Laws, Ordinances, Codes, requirements set forth herein, and regulations that may be specified in other parts of these specifications. Where these are in conflict, the more stringent requirement shall be followed. Contractor shall become thoroughly familiar with governing safety provisions and shall comply with the obligations set forth therein.

Contractor shall develop and maintain for the duration of the project, a safety program that will effectively incorporate and implement required safety provisions of the American Public Power Association (APPA) Safety Manual. Contractor is responsible for obtaining the latest edition of the APPA Safety Manual at their expense from APPA at http://www.publicpower.org/topics/landing.cfm?ItemNumber=38512. Contractor shall appoint a qualified employee who is authorized to supervise and enforce compliance with the APPA safety Manual. It is not the responsibility of KEYS to review or police contractor's implementation of the APPA Safety Manual's protocols.

SCOPE OF WORK

While KEYS has tried to anticipate all Work required under and during the term of this contract, the parties understand and agree that the Work required herein may require without notice to contractor, the performance of Extra Work or the omission of Work previously required. KEYS may at any time and without notice to contractor, require changes in the scope of Work under this contract as KEYS may find necessary or desirable. Such changes may include the omission of Work previously required.

- A. KEYS shall notify contractor of the change in scope work via Change Order, which shall become part of the Contract Documents. If a Change Order directs Contractor to omit Work, contractor shall refrain from performing it.
- B. Contractor shall perform Extra Work only pursuant to the issuance by KEYS of Change Order. Records of any Extra Work performed by contractor shall be reviewed daily by contractor and KEYS, duplicate copies of accepted records made and signed by both contractor or his representative and KEYS, and one (1) copy retained by each.

SECURITY/BACKGROUND CHECK

KEYS may require successful bidders to supply a complete listing of all individuals that will perform work at the various sites. KEYS may run DMV and mandatory felony and misdemeanor background checks due to security reasons. The successful bidder must expressly agree to the right for KEYS to run the aforementioned checks.

KEYS reserve the right to perform background checks during the entire duration of the contractual agreement. Contractor will advise KEYS immediately of any employee staff changes before they are permitted on-site. Non-compliance of security/background check portion of the bid specifications will result in rejection of the proposal or termination of awarded contractual agreement.

SEVERABILITY

If any of these General Terms & Conditions is determined to be invalid, illegal or enforceable, the remaining provisions of these General Terms & Conditions remain in full force to the extent permitted by law.

SUBCONTRACTORS

Each Bidder shall list on the Proposal form the name of each construction subcontractor who will furnish in excess of 10% of the Project. Failure to do so shall entitle KEYS, at its option, to reject the bid.

SUBMISSION OF PROPOSAL

It is the sole responsibility of each Bidder to deliver its Proposal to KEYS at the place designated for receiving Proposals and prior to the time for opening Proposals last announced to Bidders. Any Proposal received after the time last announced for opening Proposals may be retained by KEYS or returned to the Bidder, but such Proposal shall be rejected as not responsive.

No proposal shall contain Personal Information, as defined in Section 501.171, Florida Statutes, unless specifically requested in the Specifications. In the event Personal Information is received, KEYS shall take appropriate precautions to prevent the release of such Personal Information. Notwithstanding the foregoing, to the extent allowed by applicable law, KEYS shall have no liability for the release to any third party of Personal Information included within any proposal.

SUPPLIER DIVERSITY

KEYS is committed to providing equal opportunities to Minority/Women Business Enterprises (M/WBEs) as well as all other Suppliers, Consultants, Contractors and Subcontractors who seek to do business with KEYS. KEYS attempts to ensure that qualified M/WBEs are made aware of, have an opportunity to bid on, and are considered on an equal basis with all other qualified bidders for the provision of supplies and services.

TAX

The prices of materials set forth herein shall <u>not</u> include state sales tax or local option tax. KEYS is generally exempt from state sales tax, (sales tax number 85-8012621609C-2), and local option tax. However; any purchases of materials for construction of new electrical transmission and distribution facilities are subject to state sales tax and local option tax.

TERMINATION OF CONTRACT FOR CONVENIENCE

When deemed to be in the best interest of KEYS, any awards or contracts resulting from this specification may be terminated by KEYS, in whole or in part, without cause by the delivery of thirty (30) days written notice. Upon receipt of the notice of termination Contractor shall, except as otherwise directed by KEYS: (1) stop work as specified in the notice; (2) place no further subcontracts or orders; (3) terminate all subcontracts to the extent they relate to the work terminated; (4) transfer title and deliver to KEYS all completed work and any completed or partially completed items which, if the contract had been completed, would be required to be transferred to KEYS; and (5) take reasonable actions as directed by KEYS to protect and preserve property in which KEYS has an interest. With regard to the portion of the award or contract so terminated, KEYS shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination, plus the reasonable costs of settlement of the work terminated including with limitation the performance of the above items, and expressly excluding the amount of any settlements made by Contractor with any subcontractors. Without waiver of any rights KEYS may have in law or at equity, KEYS and Contractor shall negotiate in good faith to reach a settlement with regard to damages incurred by KEYS as a result of the breach and any outstanding sums which may be owed to Contractor for work performed for which payment has not been received.

TERMINATION OF CONTRACT FOR CAUSE

In the event Contractor fails to perform any provision of the contract or award as specified herein, KEYS may terminate any award or contract resulting from this specification, in whole or in part, by the delivery of 10 days written notice of default. Upon receipt of the notice of termination Contractor shall, except as otherwise directed by KEYS: (1) stop work as specified in the notice; (2) place no further subcontracts or orders; (3) terminate all subcontracts to the extent they relate to the work terminated; (4) transfer title and deliver to KEYS all completed work and any completed or partially completed items which, if the contract had been completed, would be required to be transferred to KEYS; and (5) take reasonable actions as directed by KEYS to protect and preserve property in which KEYS has an interest. Without waiver of any rights KEYS may have in law or at equity, KEYS and Contractor shall negotiate in good faith to reach a settlement with regard to damages incurred by KEYS as a result of the breach and any outstanding sums which may be owed to Contractor for work performed for which payment has not been received.

WARRANTY

- A. Contractor warrants to KEYS that the Material and/ Equipment to be furnished under the Contract shall be designed and fit for the purpose specified when operated in accordance with contractor's specific operating instructions or, in the absence thereof, in accordance with generally accepted operating practices; free from defects in material, workmanship, and title; shall meet all specifications, including those relating to performance, contained or incorporated by reference in the Contract; and that the technical direction of installation on KEYS' premises when furnished by contractor shall be performed in a competent, diligent manner in accordance with generally accepted professional practices.
- B. The foregoing warranties, except as to title, shall apply to defects or deficiencies occurring within a period of **10** years from Final Acceptance provided the same is not unreasonably delayed by the KEYS or others. If, however, during the above **10** year warranty period the Equipment is not available for operation due to a failure to meet such warranties, such time of unavailability shall not be counted as part of the warranty period. The condition of any field tests shall be mutually agreed upon, and Contractor shall be notified of and may be represented at all tests that may be made.

- C. If the equipment and materials furnished hereunder does not meet the warranties specified above when it has normal and proper use and maintenance, KEYS shall promptly notify contractor and make the Equipment available for correction. Contractor shall thereupon within a reasonable time correct all defects, including nonconformance with the Engineering Specifications, by either repairing or replacing any defective or damaged parts of the Equipment.
 - The cost of Labor, Materials and Equipment components directly associated with such repair or replacement of the Equipment, including removal, loading and unloading, transportation to and from the repair site and reinstallation, shall be borne by contractor.
- D. Any repaired or replacement part furnished under the foregoing warranty shall carry warranties on the same terms as set forth above for **10** years from the date of its Final Acceptance.
- E. Contractor shall obtain written warranties from its Subcontractors and suppliers of Materials, Labor and Equipment components where such warranties are obtainable and shall deliver the original warranties to KEYS.
- F. Neither the final payment, nor any other provision of the Contract, nor partial or entire use of the Material and Equipment by KEYS shall relieve contractor of liability with respect to the warranties referred to in the Contract or any other warranties, express or implied.

WITHDRAWAL OF PROPOSAL

Each Proposal shall constitute an offer to KEYS as outlined therein and shall be irrevocable after the time last announced for opening Proposals. Any Bidder may withdraw its Proposal by giving written notice to KEYS at the place such Proposals are to be received and at any time prior to the time last announced for opening Proposals. After the time last announced for opening Proposals and until execution of the Contract, no Bidder will be permitted to withdraw its Proposal for a period exceeding 120 days after the time last announced for opening Proposals.

INSURANCE SECTION

INDEMNITY AND INSURANCE REQUIREMENTS

By the signing of this contract and these indemnity and insurance requirements, Contractor agrees to abide by the provisions herein below.

INDEMNITY

Contractor shall indemnify, defend and hold harmless KEYS and its officers, partners, agents, employees and servants from and against any and all claims, judgments, liens, loss, damage, cost, charge or expense, including defense costs, court costs and attorneys' fees, whether direct or indirect, by reason of liability imposed by law or by bodily injuries, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising out of or in consequence of the performance of the Contract, whether such injuries to or death of persons or damages to property are due or are claimed to be due to operations, errors, omissions, or negligent acts of KEYS or any of their officers, partners, agents, employees or servants, excepting only such injuries or damages as shall have been finally determined to have resulted solely from errors, omissions or negligent acts of KEYS or of their officers, partners, agents, employees or servants. Such indemnity shall not be limited by the coverage amounts of any applicable insurance. For this indemnity, the Utility Board of the City of Key West, Florida will pay the sum of ten dollars (\$10.00). The bidder shall add this amount (\$10.00) to their base bid proposal, which will be included in payment to firm.

INSURANCE REQUIREMENTS

The insurance provided by the Contractor pursuant to this Contract shall apply on a primary basis and any other insurance provided by KEYS shall be excess of, and not contributory to, the insurance provided by Contractor. Contractor shall have the responsibility for the payment of all deductibles under all policies required herein.

During the term of this agreement, except as specifically provided herein, Contractor shall provide and maintain, at his sole cost and expense, insurance in the following types and amounts to cover all work under this agreement, including that done by subcontractors. The maintenance of any insurance shall not limit any liability of Contractor under this contract.

The Contractor shall not commence any work on the contract until he has provided KEYS with proof of coverages required, in the form an <u>original certified</u> Certificate of Insurance properly signed by the authorized agent of the insurance company. The insurance company must be an eligible surplus lines company or a company authorized by the Florida State Department of Insurance to sell the specific insurance required or with respect to Workers' Compensation authorized as a group self-insurer by Florida Statue 440.57. The agent of the insurance company must be licensed to sell the insurance coverages required under this contract. Without limiting any of the other obligations or liabilities of Contractor, the following insurance coverages with indicated limits of liability are mandatory under this contract. Those coverages with no limits shown are not required.

CONTRACTOR'S ENVIRONMENTAL IMPAIRMENT RESPONSIBILITY

- A. Contractor acknowledges that the performance of this contract is, or may be, subject to Federal, State, and Local laws and regulations enacted for the purpose of protecting, preserving, or restoring the environment. The Contractor shall, at his sole cost, will be responsible for full compliance with any such laws or regulations.
- B The Contractor's performance under this contract shall include, but not be limited to:
 - 1. Performance in a manner to minimize disturbance of or damage to the environment.
 - 2. To the extent caused by the performance of this contract by or on behalf of the Contractor, the clean-up, repair or restoration of the environment to the extent required by any Federal, State, or Local laws or regulations.
- C. The Contractor shall be responsible for any fines, penalties, damage, or assessments made against the Contractor or KEYS resulting from the performance of this contract by or on behalf of the Contractor.
- D. The Contractor's obligation under paragraph B and C above shall survive the term of the contract and shall not be limited in any manner by acceptances of final payments.

COMMERCIAL GENERAL LIABILITY INSURANCE

This insurance shall cover those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form as published by the Insurance Services Office (ISO) as filed for use in Florida without the attachment of restrictive endorsements other than the elimination of medical payments and fire damage legal liability.

General Aggregate \$ 2,000,000.00
Limit of Insurance per Project

Products/Completed Operation \$ 2,000,000.00
Coverage for 3 yrs. after contract completion

Personal & Advertising Injury \$ 1,000,000.00
Each Occurrence \$ 1,000,000.00

BUSINESS AUTOMOBILE POLICY

This insurance shall cover those sources of liability which would be covered by Part IV of the latest edition of the standard business auto policy form (ISO) as filed for use in Florida without attachments of restrictive endorsements. Coverage's shall include owned, non-owned, and hired autos.

The policy shall be endorsed to include coverage as required by Section 29 and 30 of the Motor Carrier Act of 1980 (MCS 90).

Each Occurrence Bodily Injury and Property Damage Liability Combined \$1,000,000.00

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Contractor shall maintain Workers' Compensation insurance consistent with obligations imposed by federal and state law applicable to and having jurisdiction over Contractor's employees engaged in the performance of work under this Contract. Contractor shall maintain Employer's Liability of not less than the following amounts:

 Each Accident
 \$ 1,000,000.00

 Disease-Policy Limit
 \$ 1,000,000.00

 Disease-Each Employee
 \$ 1,000,000.00

ADDITIONAL INSURED

The Utility Board of the City of Key West, Florida shall be included as an additional insured for Comprehensive General Liability Form (ISO).

WAIVER OF SUBROGATION

Contractor's Commercial General Liability and Workers Compensation insurance shall include a Waiver of Transfer of RIGHTS OF Recovery against others to KEYS (ISO Form). The Utility Board of the City of Key West, Florida must be named in the schedule for the specific project involved.

ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE

Contractor shall maintain Environmental Impairment Liability Insurance covering Contractor's liability for bodily injury, property damage, environmental damage, and related clean-up costs resulting from the rendering or failure to render specified service in the performance of this Contract. Coverage shall include onsite and offsite clean-up costs and third party claims for bodily injury and/or property damage and pollution releases resulting from transportation, use, and disposal of hazardous materials.

The minimum limit to be maintained by Contractor (inclusive of any amounts provided by an Umbrella or Excess Policy) shall be:

<u>Site Specific Coverage</u>: \$ 500,000.00 each loss (Applicable to disposal \$ 500,000.00 aggregate

and storage sites)

Off-Site Coverage: \$ 500,000.00 each loss (Applicable to disposal \$ 500,000.00 aggregate

operations at non-owned sites)

If written on a claims made form, such insurance shall be maintained in force so that it will respond to claims arising out of accidents, occurrences, and incidents happening after the commencement of this contract, but before the end of five (5) years after the contract completion date.

Contractor shall provide KEYS a certified copy of the Environmental Impairment Liability insurance coverage required above. In addition, Contractor shall require the Owner of any disposal or storage site, if different from Contractor, to furnish a certified copy of its Environmental Liability Policy.

PROPERTY INSURANCE

Builder's Risk Insurance Coverage is required under this contract if the work involves construction of and/or additions to above ground buildings or structures. An Installation Floater Insurance Policy is required under this contract if the work involves the transit and installation of machinery and equipment.

For either or both of the above coverage's, the following is required:

- 1. Amount of Insurance shall be 100% of the completed values of the property.
- 2. Policy Form all-risk coverage which is no more restrictive than that afforded by the latest ISO forms.
- 3. Policy endorsed to eliminate any occupancy restriction clause.
- 4. Maximum deductible \$5,000.00.
- 5. Additional Named Insured UTILITY BOARD-CITY OF KEY WEST, FLORIDA.
- 6. Notice of Cancellation 45 days.
- 7. Coverage shall remain in effect until KEYS final acceptance.

<u>INSURANCE AGE</u>	NI'S STATEMENT
I have reviewed the above requirements with t	he bidder named below. The following
limits apply to the corresponding policy for the	following company:
DATE: FIRM NAME:_	
POLICY (Type /Number)	LIMITS
Acknowledgement of the additional insured and wa	iver of subrogation requirements: Initials
Liability policies areOccurrence	
Name of Insurance Agency	Signature of Insurance Agent
SUBMITTED BY:Print Name &	Title
NOTE: EACH BIDDER SHALL PROVIDE A CO	PY OF COMPLETED CERTIFICATE OF
INSURANCE COMPLYING WITH THE AFOREME	NTIONED INSURANCE REQUIREMENTS
OR SIGN AND DATE THE ABOVE INSURANCE A	AGENT'S STATEMENT AND AGREE TO
PROVIDE A VALID CERTIFICATE OF INSURANCE	E UPON NOTIFICATION OF CONTRACT
AWARD.	

BIDDER'S STATEMENT In consideration of this contract, if awarded, the Contractor agrees without reservation to KEYS' Terms & Conditions, Indemnification Clause, and insurance clause herein. The signing of this statement confirms the Contractor's acceptance, which will become a part of the contract. DATE: FIRM NAME:_____ EMAIL:____ SUBMITTED BY: Print Name & Title SIGNATURE: WITNESS: NOTICE: THIS SIGNATURE PERTAINS TO THE ACKNOWLEDGEMENT AND ACCEPTANCE OF THE ENTIRE TERMS & CONDITIONS. ANY EXCEPTIONS TO THIS AGREEMENT SHOULD BE NOTED SEPARATELY.

FAILURE TO COMPLETE ABOVE NOTED DOCUMENT WILL RESULT IN NON-COMPLIANCE WITH THESE SPECIFICATIONS.

KEYS ENERGY SERVICES SAFETY COMPLIANCE AFFIDAVIT

Keys Energy Services (KEYS) requires all Contractors to follow the American Public Power Association (APPA) Safety Manual while working for KEYS on all projects.

It is solely Contractor's Responsibility to:

- 1. Obtain the latest edition of the APPA Safety Manual at their expense from the American Public Power Association (http://www.publicpower.org/Topics/Landing.cfm?ItemNumber=38512)
- 2. Comply to the required safety protocols described in the APPA Safety Manual for contractor's employees and sub-contractors;
- 3. Appoint a qualified employee who is authorized to monitor, supervise and ensure compliance to APPA Safety Manual's protocols on the job site and
- 4. Do whatever is necessary for safety compliance and be solely and completely responsible for conditions of the job site, including safety of all persons and property during the project's duration.

It is not the responsibility of KEYS to review or police Contractor's implementation of the APPA Safety Manual's protocols.

As the person authorized to sign this affidavit, I certify that this firm understands and will fully comply with the above requirements.

Company Name:	-
Representative's Printed Name:	-
Representative's Signature:	_
Date Signed:	

DRUG-FREE WORKPLACE STATEMENT

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statues Section 287.087 her	eby certifies that
	does:
(Name of Business)	

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
- 4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

•	
Print Name	
Vendor's Signature	
Date:	

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS:

This sworn statement	is submitted to
	(print name of public entity)
by	
	(print individual's name and title)
for	
	(print name of entity submitting sworn statement)
whose business add	dress is
and (if applicable) i	ts Federal Employer Identification Number (FEIN) is
If the entity has no	FEIN, include the Social Security Number of the individual signing sworr
statement:	

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contender.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employee, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5. I understand that a "person' as defined in Paragraph 287.133(1)(e), Florida Statutes, means:

a. any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

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PU AN AN ST	ATE OF	GE IN THE INFORMA	(Signature)	(Date)
PL AN AN	MOUNT PAY CHANG	GE IN THE INFORMA	(Signature)	
PL AN	10UNT P			
FC OI	JNDERST OR THE PONLY AND, I WHICH	UBLIC ENTITY IN PA THAT THIS FORM IS IT IS FILED. I ALSO FITY PRIOR TO ENTE	MISSION OF THIS FORM TO THE CONTRACT ARAGRAPH ONE (1) ABOVE IS FOR THAT P SVALID THROUGH DECEMBER 31 OF THE CA O UNDERSTAND THAT I AM REQUIRED TO ERING INTO A CONTRACT IN EXCESS OF TH N 287.017, FLORIDA STATUTES FOR CATE	UBLIC ENTITY LLENDAR YEAR INFORM THE LE THRESHOLD
	of the entity before Final to	ers, shareholders, emp e entity, or an affiliate crime subsequent to J e a Hearing Officer of t Order entered by the F o place the entity submi	this sworn statement, or one or more of its office ployees, members, or agents who are active in the of the entity has been charged with and convibuly 1, 1989. However, there has been a subsequence the State of Florida, Division of Administrative Hearing Officer, determined that is was not in the litting this sworn statement on the convicted venture.	he management icted of a public uent proceeding learings and the public interest
	mana	itives, partners, shareh	this sworn statement, or one or more of its of holders, employees, members, or agents who allow any affiliate of the entity has been charged with quent to July 1, 1989.	are active in the
	mana	itives, partners, shareh gement of the entity, n	omitting this sworn statement, nor any of its of holders, employees, members, or agents who a nor any affiliate of the entity has been charged we sequent to July 1, 1989.	are active in the
Ο.		•	the statement, which I have marked below, is t statement. (Please indicate which statement ap	
6		<u>•</u>	ludes those officers, directors, executives, partne , and agents who are active in management of a	
6	b.			

PAYMENT PROCEDURES & RELATED FORMS

Payments:

Contractor is required to submit the following documents:

- Breakdown of Material and Labor
- "Contractor's Request For Payment"
- "Sworn Statement Concerning Claims"
- "Release Of Lien"

"Contractor's Affidavit and Request for Payment"

Complete this form for work completed to date. Attach appropriate documentation to support this request. Retainage of not less than 5% will be deducted until final inspection by KEYS has been completed and all items are satisfactory. It must be signed by a corporate official and be notarized and signed by the notary.

"Sworn Statement Concerning Claims"

The prime contractor must complete this form for each sub-contractor. This must be done each time a request for payment is made. It must be signed by a corporate official, contain the raised corporate seal, be notarized and signed by the notary.

"Release Of Lien"

The prime contractor is responsible for obtaining and forwarding a release of lien for every sub-contractor on the job, which is to be submitted with each invoice. This is only required when there is a sub-contractor. The release of lien must be unconditional and must contain a date from the sub-contractor, which coincides with the date of the payment request. It must be signed by a corporate official, contain the raised corporate seal, be notarized and signed by the notary.

Final Payments:

Contractor is required to submit the following documents:

- Breakdown of Material and Labor
- "Contractor's Request For Payment"
- "Sworn Statement Concerning Claims"
- "Final Release Of Lien"
- "Contractor's Affidavit Of Contract Completion"

"Contractor's Affidavit and Request for Payment"

Complete this form. Attach appropriate documentation to support this request.

"Final Release Of Lien"

The prime contractor is responsible for obtaining and forwarding a final release of lien for every sub-contractor on the job, which is to be submitted with each invoice. This is only required when there is a sub-contractor. The release of lien must be unconditional. It must be signed by a corporate official, contain the raised corporate seal, be notarized and signed by the notary.

"Contractor's Affidavit Of Contract Completion"

The prime contractor must complete this form. It must be signed by a corporate official, contain the raised corporate seal, be notarized and signed by the notary.

A sample of each of these forms follows.

Each payment request packet is sent to accounts.payable@keysenergy.com for processing.

APPLICA	TION AND CERTIFICATE FOR PAYMENT		
то	Accounts Payable	BID NO.	
	Keys Energy Services	CONTRACT NO.	
	accounts.payable@keysenergy.com	PROJECT TITLE	
		PURCHASE ORDER NO.	
FROM	Contractor Name	APPLICATION NO.	
	Contractor Address	WORK PERIOD	
	Contractor City, State Zip	INVOICE DATE	
	Contractor Number and Email		
CONTRA	CTOR'S APPLICATION FOR PAYMENT		
1	Original Contract Total		
2	Total of Change Orders to Date		
3	Contract Total (line 1 +2)		
4	Total Amount Completed to Date		
5	Retainage (5% of line 4)		
6	Total Earned less Retainage (line 4 - line 5)		
7	Less Previous Payment Requests (line 6 from previous payment reque	st)	
8	Current Payment Due		
9	Balance to Finish, Plus Retainage (line 3 - line 6)		
We hereby represent that the above contractor's request is a true estimate of work completed under the above contract to date and hereby release KEYS from any claims for materials or labor furnished or expense incurred to date which is not included in requests and payment to date, except for integrated units of construction partially completed for which no request for payment has been made.		Sworn Statement Concerning Claims received?	
Signatur		Contractor's Affidavit of Completion received, if applicable? Quantities Verified? Price Verified?	
Printed I	Name, Title	Release Retainage, if applicable?	
Date			
		Purchasing Supervisor, Date	Project Manager, Date

UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA SWORN STATEMENT CONCERNING CLAIMS

PROJE	CT AND TITLE:		
SUB -C	ONTRACTOR:		
CONTR	ACT FOR:		
CONTR	ACT DATE:	CONTRACT AMOUNT: \$	
To:	Utility Board of the City of Key W	est ("Keys Energy Services")	
	Post Office Box 6100	Key West, Florida 33041	
	submit	gned contractor or material mans the following statement of account for:	
	performed to date consists of the f	ollowing:	
Materia		following:	
Labor	still to be performed consists of the	e following:	
Materia	al still to be furnished consists of th	ne following:	
Amoun	t paid on account to date: \$, Amount now due: \$,	
Amoun	t to become due: \$	_•	
The St	[Signature] ate of		
County	of		
accoun	named in the forgoing statement t and has knowledge of its content nd that the sum of \$	duly sworn, deposes and states that[he or she] is the long account; that[he or she] has read the statement as; that the statements contained in the statement of account as set forth in the statement of account is due and owing to long to long to long to long the statement of account is due and owing to long to long the statement of account is due and owing to long the statement of account is due and owing to long the statement of account is due and owing to long the statement of account is due and owing to long the statement of account is due and owing to long the statement of account is due and owing to long the statement of account is due and owing to long the statement of account is due and owing to long the statement of account is due and owing to long the statement of account is due and owing to long the statement of account is due and owing to long the statement of account is due and owing the statement of account is due	t of are
Contra	ctor(s), who, being by me duly swo	orn, subscribed to the foregoing affidavit in my presence.	
		(Notary Public) Print Name: My Commission Expires:	

UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA CONDITIONAL RELEASE OF LIEN

JJECT AND TITLE:	
SUB -CONTRACTOR:	
CONTRACT FOR:	
	CONTRACT AMOUNT: \$
To: Utility Board of the City of Key	y West ("Keys Energy Services")
Post Office Box 6100	Key West, Florida 33041
KNOW ALL MEN BY THESE PRESENTS	<u>S:</u>
and (\$ prime contractor, will be deemed to h Key West, the KEYS, all liens, lien righ now has or might have against the pro	yment of the sum \$ t paid by t wave fully released and quit claimed to <u>The Utility Board of the City</u> its, claims or demands of any kind whatsoever, which the undersign oject on account of labor performed and/or material furnished by t id project through
In witness whereof, I have hereunto s Witness:	set my seal thisday of,20(SEAL)
	by
The State of	
County of	
holder named in the forgoing statem account and has knowledge of its con-	rst duly sworn, deposes and states that[he or she] is the linent of account; that[he or she] has read the statement tents; that the statements contained in the statement of account a as set forth in the statement of account is due and owing to line.
noider.	as see it and the state of the see and
	sworn, subscribed to the foregoing affidavit in my presence.

UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA RELEASE OF LIEN

PROJE	CT AND TITLE:		
SUB -C	CONTRACTOR:		
CONT	RACT FOR:		
CONT	RACT DATE:	CONTRACT AMOUNT: \$	
To:	Utility Board of the City of K	ey West ("Keys Energy Services")	
	Post Office Box 6100	Key West, Florida 33041	
KNOW	ALL MEN BY THESE PRESENT	<u>S:</u>	
and _ prime <u>Board</u> which	contractor, receipt of which is of the City of Key West, the K the undersigned now has or i	sideration of payment of the sum \$	ever,
In witr Witnes		set my seal thisday of,20(SEAL)	
		by	
The St	rate of		
County	/ of		
accour true; a holder	named in the forgoing state nt and has knowledge of its co and that the sum of \$	irst duly sworn, deposes and states that[he or she] is the nent of account; that[he or she] has read the statement of account; that the statements contained in the statement of account as set forth in the statement of account is due and owing to a sworn, subscribed to the foregoing affidavit in my presence.	ent of nt are
		(Notary Public) Print Name: My Commission Expires:	

UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA **FINAL** RELEASE OF LIEN

PROJE	CT AND TITLE:		
SUB -C	CONTRACTOR:		
CONTE	RACT FOR:		
CONTE	RACT DATE:	CONTRACT AMOUNT: \$	
To:	Utility Board of the City of Ke	y West ("Keys Energy Services")	
	Post Office Box 6100	Key West, Florida 33041	
<u>KNOW</u>	ALL MEN BY THESE PRESENTS	<u>S:</u>	
and _ prime <u>Board</u> which materi	(\$ contractor, receipt of which is I of the City of Key West, the KE the undersigned now has or m al furnished by the undersigned ness whereof, I have hereunto	sideration of payment of the sum \$	er,
		(SEAL)	
	rate of		
accour true; a holder	named in the forgoing statem nt and has knowledge of its con and that the sum of \$	rst duly sworn, deposes and states that[he or she] is the linent of account; that[he or she] has read the statement tents; that the statements contained in the statement of account a as set forth in the statement of account is due and owing to line sworn, subscribed to the foregoing affidavit in my presence.	of re
		(Notary Public) Print Name: My Commission Expires:	

UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA KEYS ENERGY SERVICES

CONTRACTOR'S AFFIDAVIT OF CONTRACT COMPLETION

PROJECT AND TITLE:			
CONTRACTOR:			
CONTRACT FOR:			
CONTRACT DATE:	CONTRAC	T AMOUNT:	
	NTRACTOR'S A		
I solemnly swear and affirm: That the wo have been completed in accordance with equipment, materials, labor, and services attached against the project; that no suits that all Workmen's Compensation claims by law; that all public liability claims are a protect, defend, indemnify and hold the has a direct or indirect result of any trans contemplated under said Contract.	n the requirements against the pare pending by are covered by adequately covered by action, event of the covered by action, event of the covered by action, event of the covered by the co	ents of said Contract; the roject have been paid; reason of work on the properties of the properties o	hat all costs incurred for that no liens have been oject under the Contract; on insurance as required hat contractor shall save, and all claims which arise
			(SEAL)
		Title:	
		Date:	
STATE OF			
COUNTY OF			
Personally appeared before me this (or made known) to me to be the:	day of	20	,known
(Partner)	(Corporate	e Officer-Title)	
(Name of C	Contractor(s))		
Contractor(s), who, being by me duly swo	orn, subscribed	to the foregoing affidavi	t in my presence.
	Print Na		
	My Com	mission Expires:	

Per attached Sworn Statement(s) Concerning Claims

Proposal Page 1 of 2

(Please type or print all information)

Pursuant to and in compliance with your advertisement for bids and other contract documents relating thereto, the undersigned bidder, having familiarized himself with the terms and conditions affecting the performance of the contract contained in the specifications, hereby proposes and agrees to perform within the contract documents, schedules, and specifications for the following amounts.

NOT TO EXCEED PRICING:

Deliverable	Expense Category	Total Cost
Mobilization & Demobilization		
Repairs and Restoration of Big Coppitt Substation Lattice Structure Legs and Concrete Foundations	Labor	
	Materials	
Repairs and Restoration of <u>Big Pine Substation</u> Lattice Structure Legs and Concrete Foundations	Labor	
	Materials	
Repairs and Restoration of <u>DVAR Substation</u> Lattice Structure Legs and Concrete Foundations	Labor	
	Materials	
Repairs and Restoration of <u>Kennedy Drive Substation</u> Lattice Structure Legs and Concrete Foundations	Labor	
	Materials	
Repairs and Restoration of <u>Stock Island Switchyard</u> Lattice Structure legs and Concrete Foundations	Labor	
	Materials	
Repairs and Restoration of <u>US1 Substation</u> Lattice Structure Legs and Concrete Foundations	Labor	
	Materials	
Final Deliverable of Engineering report with photographs, as-built drawings, bill of materials, and repair summaries		
Indemnity Fee		\$10.00
Total Not to Exceed Price:		
Total in Words :		
Is a detailed schedule provided in the quote?	Yes □	No □
Has contractor performed similar work previously?	Yes □	No □
If so, list two references and relevant contact info:		

Proposal Page 2 of 2
Company:
Contact Person:
Address:
Telephone:
Email:
Subcontractor(s):
Submitted by:(Signature and Print Name)
(Signature and Finit Name)
Bid Bond Enclosed (Yes / No) or Cashier's Check: \$

KEYS reserves the right to accept and/or reject any proposal or any portion of a proposal. Bidder shall submit with the proposal any constraints, if any.