#### **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 Friday, September 5, 2025 for:

### KEYS BID 17-25 SPECIFICATIONS FOR TRANSMISSION LINE STATION POST INSULATOR REPLACEMENT

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 <a href="https://www.myvendorlink.com">www.myvendorlink.com</a> or <a href="https://www.bemandStar.com">www.DemandStar.com</a>. Registered vendors will be notified automatically of all Requests for Proposals. You may also visit <a href="https://www.keysEnergy.com">www.keysEnergy.com</a> 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 17-25
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 <a href="mailto:purchasing@keysenergy.com">purchasing@keysenergy.com</a> no later than **August 15, 2025 at noon**. Any questions received after noon on Friday, August 15, 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 **Friday, September 5, 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 Kandolph, 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.

#### **PROJECT LOCATION**

This project is in Summerland Key, in Monroe County, Florida. The scope of this project covers 2 structures on Line 6. Both structures are 138kV transmission structures supplying power to the Lower Keys and City of Key West, Florida.

#### **SPECIFICATIONS**

#### Section A - Summary of Work

#### A. General Project Description

The work involves the replacement of station insulators on Line 6 (138 kV) structures #189 (SU16) and #190 (SU17), Summerland Key, FL. All assembly replacements will be performed while the transmission line is energized.

Refer to Appendix A for Original Structure Drawing and Assembly.

Refer to Appendix B for materials provided by KEYS' Warehouse.

- 6 Station Post Insulators. Part# Hubble Power Systems PSP2953002
- 6 Station Post Clamps. Part# Travis CAT#19-404-SP

Refer to Appendix C for KMZ map location.

Refer to Appendix D for Pole Insulator Photos.

Refer to Hyperlink for all other information:

https://keysenergy0.sharepoint.com/:f:/s/Purchasing/EiwnPgxLiyRGuheEeqgpXLcBuTxAN5jBdDX8OK5ZfwViiQ?e=JMtbJ8

#### B. Location of Work

The following is a description of the line segments included under the scope of this project:

Line Segment 6 – Work begins at Structure #189 and ends at Structure #190. Structure locations are on land. Structure types consist of square precast concrete monopole structures.

See: KMZ file of location or attached map. Refer to Appendix C.

It is not unusual for there to be periods of high winds and/or extreme storms in the Florida Keys. The winter months tend to be very windy. Also, the possibility of tropical storms and/or hurricanes is elevated during the period from June to November. The Contractor should be aware of these weather issues and be prepared to work around them. These events will not be considered abnormal for the purposes of schedule unless the frequency exceeds the historical trends.

### C. <u>Description of Work</u>

This project involves the replacement of 6 Station Post insulators on 2 poles. There will be no outages for the work defined under the scope of this project, all work is to be done on energized 138kV lines. Bidders shall propose methods of installation that they believe will result in efficient and safe installations. The Center Insulator base hardware is concealed under the Crossarm/Steel channel hardware. Therefore, to replace the insulator all crossarm hardware will require removal to replace/access insulator bolts. All considerations for accessibility are the responsibility of the bidder to include in their proposal. The proposal shall be a price per installed assembly.

#### D. Definitions

- 1. "KEYS," "Owner," and "Purchaser" shall be considered as interchangeable and as used herein shall mean Keys Energy Services.
- "Project Manager" shall mean KEYS' representative responsible for ensuring all material and equipment furnished, and all completed work is in conformance with the specifications and drawings. The Project Manager will be the first point of contact for the Contractor for all technical items.
- 3. "Contractor" shall be the second party to the Agreement, as set therein, whether an individual, partnership, or corporation. The Contractor shall be responsible for the work from the date of the Contract until its acceptance by KEYS. They shall use proper care and diligence in bracing and securing all parts of the work and shall in all cases judge as to the amount of protection required.
- 4. "Work" shall be mean the tasks completed by the Contractor, directed in the Scope of Work of this specifications and drawings.

#### E. Scope of Work

- 1. Remove and dispose of six (6) transmission insulator assemblies of the following type.
- 2. Install six (6) insulator assemblies.
  - a. Refer to Appendix C for a list of structure locations and the associated assemblies to be installed on each structure.
  - b. The assemblies shall be installed in accordance with the assembly drawings in Appendix A.
  - c. Keys Energy shall be responsible for procuring all material specified for each assembly.
  - d. Contractor shall also supply all tools, including but not limited to vehicles, PPE, and general construction tools. Vehicles may include trucks, boats, and/or helicopter(s) but should be included in the per-unit pricing for insulators. Proper accommodations for all vehicles are the responsibility of Contractor.
- 3. The awarded bidder will be provided with all the material directly related to insulator replacement and mounting.
- 4. The bidder shall separately bid a work hour per person to replace any miscellaneous hardware that may be requested by KEYS directly or need to be replaced unrelated to the insulator replacement due to excessive corrosion or suspected near end of service life.

The bidder shall supply hourly rate sheets for both labor and equipment for work requested outside the scope of work.

### Section B - Proposal & Payment

#### A. Non-Payment for Rejected Products

- 1. Payment will not be made for any of the following:
  - a. Products wasted or disposed of in a manner that is not acceptable.
  - b. Products determined as unacceptable before or after placement.
  - c. Products placed beyond the lines and levels of the required work.
  - d. Products remaining on hand after completion of the work.
  - e. Loading, hauling and disposing of rejected products.
  - f. Products installed to replace defective repairs.

#### B. <u>Description of Unit Prices</u>

The estimated quantities provided in the Unit Price Bid Schedule are included solely for the purpose of comparing the bids offered under this Contract on a uniform basis and should not be construed as a guarantee for this amount of work. These quantities are subject to either increases or decreases without changing the firm unit price to be paid for an individual Bid Unit. Therefore, the Contractor's firm Bid Unit prices shall incorporate all of the Contractor's expenses (overheads, profit, transportation, etc.) associated with performing the work specified for each particular Bid Unit. The Contractor will be paid based on completed units installed.

#### 1. Unit 1 – Mobilization/Demobilization

Mobilization and Demobilization shall include the obtaining of all bonds, insurance, and permits, including all relevant FDOT and FAA permits; moving onto the site of all equipment; and the furnishing and erecting of all temporary construction facilities as required for the proper performance and completion of the work. It shall also include the submittal and approval of the initial progress schedule, the proposed product list, and the product submittals required in the individual sections. The Bid Unit price of the item may not exceed 10% to total bid. This Bid Unit will be paid in full when the first bid item has been installed and invoiced.

Unit 2 – Station Post Insulator Assembly (6 insulators, 2 Concrete Structure)
 Include in these prices removal of existing assemblies, assembly and installation of new insulator assembly, transfer of the existing conductor, and any other materials and labor necessary for the completion of the work as described in the drawings. Payment will be made for each assembly replaced.

#### <u>Section C – General Conditions</u>

#### A. Reference Codes and Standards

The equipment and material covered by this Contract shall be designed, constructed, and tested in accordance with the latest revisions or editions in effect, at the time of fabrication, of the applicable codes, standards, specifications, regulations, tests, and procedures of all federal, state and local laws and (but not limited to) the following unless otherwise specified herein:

Florida Department of Transportation, 600 Series, Maintenance of Traffic.

Florida Keys National Marine Sanctuary Regulations

NESC - NATIONAL ELECTRIC SAFETY CODE

OSHA - OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION

#### B. Submittal Procedures

- 1. Identify Project, Contractor, Subcontractor or Supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.
- Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- 3. Schedule submittals to expedite the Project, and deliver to Project Manager at business address. Coordinate submission of related items.
- 4. Identify variations from Contract Documents and Product or System limitations which may be detrimental to successful performance of the completed Work.
- 5. Provide space for Contractor and Project Manager review stamps.
- 6. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- 7. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

#### C. Construction Progress Schedules

- Submit initial progress schedule within fifteen (15) days of written Notice to Proceed for Project Manager review. The work schedule shall be developed under the following assumptions:
  - a. Bidder shall estimate earliest start date and provide tentative schedule as stated in Bidder Pre-Construction Deliverables.
  - b. Work hours 7am 6pm. Due to tidal flow any alterations from work schedule must be approved prior to start of work by KEYS Project Manager.
  - c. Monday Friday, unless approved by KEYS Project Manager.
  - d. Notify KEYS dispatch, via phone, when work commences and completes daily.
  - e. Bidder shall consider all KEYS blackout dates, as listed in Appendix A, as possible no work days unless prior approval has be agreed upon.
- 2. Revise and resubmit as required.
- 3. Submit revised schedules with each Request for Payment, identifying changes, if made, since previous version.
- 4. Submit a horizontal bar chart with separate line for each major section of Work or operation section of Work, identifying first work day of each week.
- 5. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities.
- 6. Indicate estimated percentage of completion for each item of Work at each Request for Payment.
- 7. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by KEYS.

#### D. Proposed Products List

- 1. Within 15 days after date of Notice to Proceed, submit complete list of major products proposed or used, with name of manufacturer, trade name, and model number of each product.
- 2. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### E. Product Data

- 1. Submit the number of copies that the Contractor requires, plus three copies, two of which will be retained by the Project Manager.
- 2. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this Project.

#### F. Manufacturer's Instructions

- 1. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, in quantities specified for Product Data.
- 2. Identify and report conflicts between manufacturers' instructions and Contract Documents.

#### G. Manufacturer's Certificates

- 1. When specified in Technical Specification, submit manufacturers' certificates to Project Manager for review, in quantities specified for Product Data.
- 2. Indicate if material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.
- 3. Certificates may be recent or previous test results on material or Product but must be acceptable to Project Manager.

### H. Quality Assurance/Control of Installation

- 1. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- 2. Comply fully with manufacturers' instructions, including each step-in sequence.
- 3. Request clarification from Project Manager before proceeding if manufacturers' instructions conflict with Contract Documents.
- 4. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- 5. Perform work with personnel qualified to produce workmanship of specified quality.

#### I. Temporary Facilities

- 1. All temporary buildings required by the Contractor or their Subcontractors for protection of equipment and materials, or for other use, shall be provided by them. They shall be removed at the completion of the work.
- 2. The Contractor shall provide temporary electrical power, drinking water, and sanitary service at the construction site for their use.
- 3. The Contractor shall provide the security at field office(s), material yards, etc. they determine is necessary.

### <u>Section D – Engineering Specifications</u>

- A. Project Coordination and Supervision
  - 1. The Contractor shall coordinate scheduling, submittals, and Work of the various Sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
  - 2. The Contractor shall furnish the services of a competent superintendent regularly employed by the Contractor throughout the Project.
  - 3. The Contractor shall provide the superintendent with the authority to make decisions in the field not involving changes in Contract Price or Contract Times.
  - 4. The Contractor's Superintendent must be onsite to supervise contractors/subcontractors work at all times. Must be available to KEYS and Project Manager for meetings, questions and clarifications throughout the project.
  - 5. The Contractor's Superintendent must carry communication equipment at all times during regular working hours in order to provide constant communication lines between the Contractor and the Project Manager.
  - 6. Inform KEYS and Project Manager of the address to which official correspondence should be sent and the address and telephone number, email address of the Contractor's representative who will be General Superintendent for the Contractor and responsible and available outside of normal working hours for emergency repairs and the maintenance of safety devices.
  - 7. Keep the Project Manager informed in writing as to the name, address and telephone number of Contractor's representatives who will be responsible and available outside of normal working hours for emergency repairs and the maintenance of safety devices.
  - 8. Identify correspondence, drawings, data, and materials, packing slips, or other items associated with this Contract as:

### KEYS ENERGY SERVICES: TRANSMISSION LINE INSULATOR ASSEMBLY REPLACEMENT FOR 138KV LINES

- 9. The Contractor shall keep Project record documents current and store record documents with transmittal letters containing date, Project title, Contractor's name and address, list of documents and signature of the Contractor. Record documents include but are not limited to:
  - a. As-built drawings, including any modifications to the Contract Drawings.
  - b. Accounting of all Work performed to date according to structure including the Structure number, unit work performed, quantity of each unit at each structure, and date that work at each structure was completed.
  - c. Specifications.
  - d. Addenda.
  - e. Change orders and other modifications to Agreement.
  - f. Project Manager field order or written instructions.
  - g. Reviewed shop drawings and samples.
  - h. Warranties.

### B. Project Meetings

1. A Pre-Construction conference will be held after the Notice to Proceed is issued. Attendance of a KEYS representative, the Project Manager, representatives of regulatory agencies (as available), and the Contractor is required.

Progress meetings will be scheduled and administered by the Contractor, summarizing the progress of work, at frequent intervals. Attendance of the Contractor's General Superintendent, KEYS, and the Project Manager are required.

#### C. Temporary Controls

The Contractor shall be responsible for installation, maintenance, labor, and equipment for the following control measures, as described within this Bid document:

- 1. Water Turbidity Control
- 2. Dust Control
- 3. Barriers
- 4. Noise Control
- 5. Pollution Control
- 6. Traffic Controls

#### D. <u>Electrical Safety Considerations</u>

- 1. All workers on the line shall be accompanied by at least 1 Journeyman Lineman in each bucket, boat, or helicopter.
- 2. General electrical knowledge of any on-site worker shall include at a minimum:
  - a. The nominal voltages of lines and equipment
  - b. The presence of hazardous induced voltages
  - c. The presence and condition of protective grounds and equipment grounding conductors
  - d. The condition of poles and hardware
  - e. Environmental conditions relative to electrical safety
  - f. The locations of circuits and equipment, including power, standard communication lines and fiber optic communication circuits
  - g. The clearance distances specified in the approach distances table and the corresponding voltages to which the qualified person will be exposed, in accordance with current NESC codes and OSHA. Additionally, KEYS can provide Arc Flash distances for its lines.
  - Qualified persons whose work on energized equipment involves either direct or indirect contact shall be familiar with the proper use of special precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools.
- 3. All insulating blankets, matting, covers, line hose, gloves, and sleeves made of rubber shall meet ASTM Standards for Electrical Protective Equipment for Workers. Contractor will provide blankets as necessary and be responsible for placement and removal of insulating methods on energized lines and components as necessary to perform work.

### **MATERIAL AND EQUIPMENT**

KEYS will supply insulator and clamp materials for this project. It is Contractor's responsibility to verify all material that is required to complete the work. Contractor may not use materials and equipment removed from existing premises, except as specifically permitted by the contract documents. All material supplied by Contractor must match the material properties and meet the standards specified in the drawing set entitled included in Appendix B of this document.

1. All material furnished by Contractor will meet minimum industry specifications. All materials which do not meet specifications or are broken or damaged shall be rejected by

- Contractor and a report made to Project Manager as to the number rejected and reason for rejecting.
- 2. After the materials are accepted as specified above, Contractor shall be solely responsible for their care, storage, and protection until such time of final acceptance by KEYS. In the event materials are damaged, lost, stolen, or destroyed by any cause whatsoever after Contractor has signed a receipt for them, their repair or replacement shall be entirely at Contractor's expense. Contractor's Material Coordinator shall maintain an inventory status report which shall be available to KEYS upon request.
- 3. When transporting and handling material, Contractor must:
  - a. Transport and handle products in accordance with manufacturer's instructions.
  - b. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
  - c. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- 4. When storing and protecting material, Contractor must:
  - a. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather tight, climate-controlled enclosures.
  - b. For exterior storage of fabricated products, place on sloped supports, above ground.
  - c. Provide off site storage and protection when site does not permit on site storage or protection.
  - d. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
  - e. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
  - f. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
- 5. In the event that material substitution is required, Contractor must follow the below conditions:
  - a. Engineer will consider requests for Substitutions only within 15 days after date of written Notice to Proceed.
  - Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
  - c. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
  - d. A request constitutes a representation that Contractor:
    - i. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
    - ii. Will provide the same warranty for the Substitution as for the specified product.
    - iii. Will coordinate installation and make changes to other work, which may be required for the work to be complete with no additional cost to KEYS.
    - iv. Waives claims for additional costs or time extension, which may subsequently become apparent.
    - v. Will reimburse KEYS for review or redesign services associated with reapproval by authorities.

- vi. Substitutions will not be considered when they are indicated or implied on drawings or product data submittals, without separate written request, or when acceptance will require revision to contract documents.
- e. Substitution Submittal Procedure:
  - i. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
  - ii. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
  - iii. Project Manager will notify Contractor, in writing, of decision to accept or reject request.

#### **DOCUMENTATION**

Please use the following link to access reference material. Line 6 Plan and Profile Drawings are provided.

https://keysenergy0.sharepoint.com/:f:/s/Purchasing/EiwnPgxLiyRGuheEeqgpXLcBuTxAN5jBdDX8OK5ZfwViiQ?e=JMtbJ8

#### **SCHEDULE**

For the purpose of meeting the work schedule, KEYS expects to tentatively award this Contract on October 15, 2025. Actual construction work under this Contract will not begin until after the Contract is fully executed. The construction start date is tentatively set for Feb 1, 2026. Work shall be completed by Mar 1, 2026. Contractor shall not work on the blackout dates. Prior to commencement of Work, a Notice to Proceed meeting will be held. Attendees will include KEYS Engineering Representative, Project Manager, and Contractor's General Superintendent.

### **BLACK OUT DATES**

New Year's Day

January 1<sup>st</sup>

January 2<sup>nd</sup>

Martin Luther King, Jr. Birthday
President's Day
Memorial Day
January, 3<sup>rd</sup> Monday
February, 3<sup>rd</sup> Monday
May, Last Monday

Independence Day July 4<sup>th</sup> Mini Season Week July

Labor Day September, 1<sup>st</sup> Monday
Columbus Day October, 2<sup>nd</sup> Monday
Goombay through Fantasy Fest October 17<sup>th</sup> – October 26<sup>th</sup>

Goombay tillough Fantasy Fest October 17" – October

Veteran's Day November 11<sup>th</sup>

Thanksgiving Day November, 4<sup>th</sup> Thursday

Day After Thanksgiving
Christmas Eve
Christmas

November
December 24<sup>th</sup>
December 25th

New Year's Eve Day December 31st – Half day

When a holiday falls on a Sunday, the Monday following shall be considered the holiday. When a holiday falls on a Saturday, the Friday prior thereto shall be considered the holiday.

#### **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 17-25 6900 Front Street Extended Key West, Florida 33040

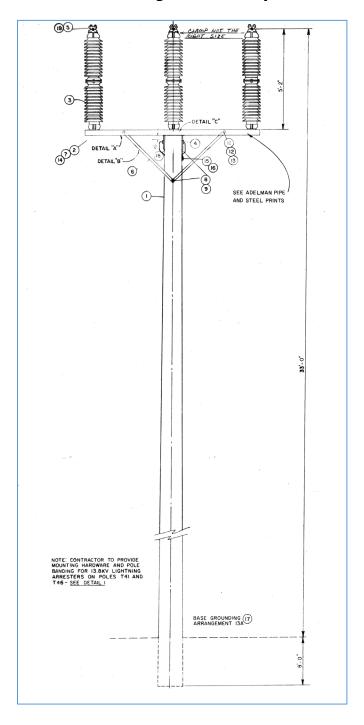
Note: This address does not receive US Postal Service.

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

### **ATTACHMENTS**

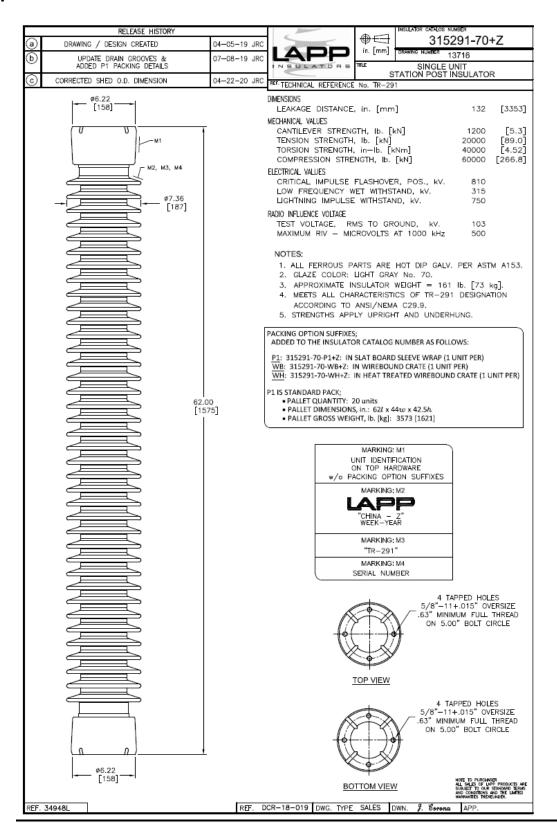
**Appendix A: Original Structure Drawing and Assembly** 



## 138 KV TANGENT STRUCTURE POST INSULATOR CONSTRUCTION - TYPE "D"

TEM	REQ'D	DESCRIPTION
Ī	1	CONCRETE POLE, STEEL REINFORCED
2		STEEL CHANNEL 12'-0" X 0'-7", FIELD DRILL FOR INSULATOR MOUNTING AISC MC 7 X 22.7, 1/2" THICK
3	3	INSULATOR, STATION POST, OHIO BRASS 47803
4	2	8"X 24 3/4"X 1/2" BENT PLATE, FIELD DRILL & WELD TO ITEM 2, DETAIL C
5	3	CONDUCTOR CLAMP FOR 927 AAC 5" B.C. GIBBONS AVXA-GB-3353 NOTE: CLAMP HAD TO BE REWORKED TO FIT 3/82
6	4	ANGLE IRON, 2 × 2"× 5'-6", 1/2" THICK.
7	12	MACHINE BOLT, 5/8"X I",
8	2	MACHINE BOLT, 3/4" X 22" JOSLYN J8822
9	ć	LOCKNUT FOR 3/4" BOLT JOSLYN J8584
10		NOT USED
11	2	DOUBLE ARMING BOLT, 3/4" X 18"
12	4	PIPE SPACER, 6" LONG, 13/16" I.D. GALVANIZED
13	6	WASHER, ROUND, 21/4", 13/16"HOLE
14	12	LOCKNUT FOR 5/8"BOLT
15	Market Control	GROUND WIRE CLAMP, 1/2" LUG, BURNDY KC2282.
16	10'	COPPER WIRE, NO. 4 STRANDED
17	1	GROUNDING ARRANGEMENT 13A
18		GROUNDING CLAMP FOR 3/4" BOLT, FRANKEL
19	3	ARMOR ROD, PREFORMED AROI41

#### **Appendix B: KEYS Provided Material**





### **Aluminum Cable Bus Supports:**

The type ASB features clamping hardware made of high tensile aluminum for resistance to corrosion and recessed bolt heads for single wrench installation.

Steel galvanized bolts and lockwashers are included for mounting the connector to the insulator cap. The eight holes in the base of the bus support permit rotation and angular adjustment. Wide range reversible caps are denoted by: \*





ALUMINUM CABLE BUS SUPPORTS								
CATALOG	MOUNTING	CABL	AC .E SIZE	ACSR CABLE SIZE			DIMENSIONS IN INCHES	
NUMBER	BOLT CIRCLE	AWG MIN	MCM MAX	AWG MIN	MCM MAX	Α	K	
19-399*	3	4	954	4	795	2 1/2	1/2	
19-400*	5	4	954	4	795	2 3/4	1/2	
19-403*	3	4/0	2000	4/0	1780	3	1/2	
19-404*	5	4/0	2000	4/0	1780	3 1/4	5/8	
19-404-SP (2500AAC)	5	2000	2500	1780	2312	3 1/4	5/8	

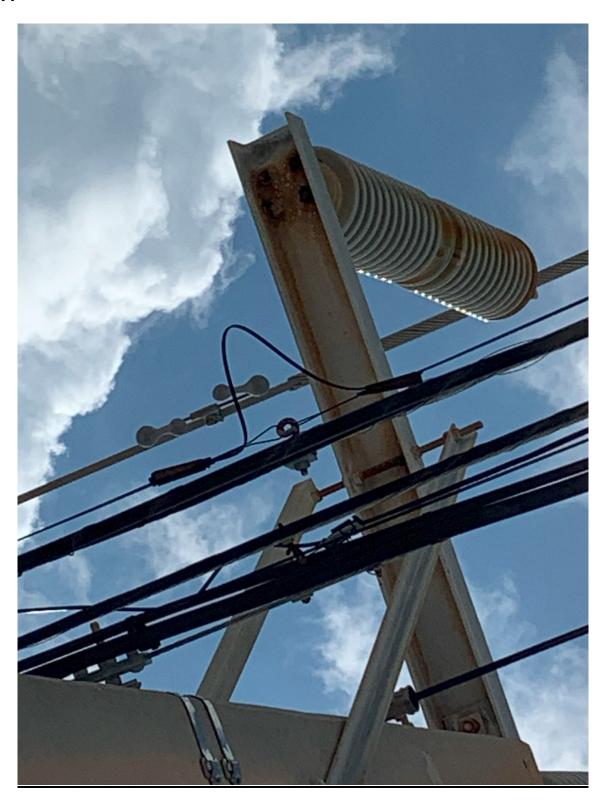
#### Example:

For a 7" bolt circle, add the descriptor "7BC" into the product number. EX: 19-404-7BC

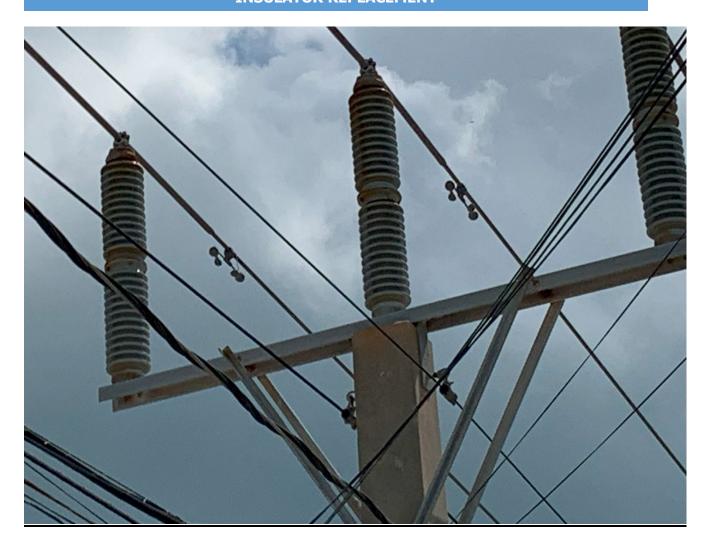
### **Appendix C: KMZ map location**



**Appendix D: Pole Insulator Photos** 







# 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 June 1, 2026. If this contract is for a unit price and estimated quantities and if KEYS desires, KEYS and Contractor can extend the contract at the same unit price. 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 March 1, 2026, liquidated damages shall be payable by Contractor to KEYS in the amount of \$500.00 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, 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 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:

REYS ENERGY SERVICES
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 <a href="http://www.publicpower.org/topics/landing.cfm?ItemNumber=38512">http://www.publicpower.org/topics/landing.cfm?ItemNumber=38512</a>. 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 **1** year from Final Acceptance provided the same is not unreasonably delayed by the KEYS or others. If, however, during the above **1** 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 **1** year 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

Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

#### **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.

#### **POLLUTION LIABILITY INSURANCE**

Pollution Liability Insurance for bodily injury, property damage, clean-up costs or corrective action and defense coverage with a limit of no less than Five Million Dollars (\$5,000,000.00) each incident and a general aggregate limit of no less than Five Million Dollars (\$5,000,000.00). This insurance shall include coverage for, but not be limited to; sudden and accidental discharges; dispersal; seepage; release or escape of any solid, liquid gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste material into or upon land or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

### **INSURANCE AGENT'S STATEMENT**

INSUK	ANCE AGEN	II 5 STATEMENT
I have reviewed the above require	ements with th	e bidder named below. The following
limits apply to the corresponding	policy for the f	following company:
DATE:	FIRM NAME:	
POLICY (Type /Number)		LIMITS
	_ ,	
A clus and a decrease to 6 the conditional is		
Acknowledgement of the additional is	nsurea ana wan	ver of subrogation requirements: Initials
Liability policies areOccurre	ence	Claims Made
Name of Insurance Agency	- ,	Signature of Insurance Agent
SUBMITTED BY:P	Print Name & 1	Title
NOTE: EACH BIDDER SHALL PE	ROVIDE A COP	Y OF COMPLETED CERTIFICATE OF
INSURANCE COMPLYING WITH T	HE AFOREMEN	ITIONED INSURANCE REQUIREMENTS
OR SIGN AND DATE THE ABOVE	INSURANCE A	GENT'S STATEMENT AND AGREE TO
PROVIDE A VALID CERTIFICATE	OF INSURANC	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	hereby 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 subn	nitted to
	(print name of public entity)
by	
	(print individual's name and title)
for	
	print name of entity submitting sworn statement)
whose business address is	
and (if applicable) its Fede	ral Employer Identification Number (FEIN) is
If the entity has no FEIN, in	nclude the Social Security Number of the individual signing sworn
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.

AM AN CO PEF		the undersigned authority,affixed his/her signature in the space provide	
AM AN STA	UNTY OF		(Date)
AM AN	ATE OF		(Date)
ΑM		(Signature)	(Date)
FO ON IN	OR THE PUBLIC ENTITY IN PARA NLY AND, THAT THIS FORM IS VA WHICH IT IS FILED. I ALSO IBLIC ENTITY PRIOR TO ENTER! MOUNT PROVIDE IN SECTION 2	SSION OF THIS FORM TO THE CONTRACT AGRAPH ONE (1) ABOVE IS FOR THAT POPULATED THE CAPTURE STAND THAT I AM REQUIRED TO ING INTO A CONTRACT IN EXCESS OF THE 287.017, FLORIDA STATUTES FOR CATES ON CONTAINED IN THIS FORM.	JBLIC ENTITY LENDAR YEAR INFORM THE E THRESHOLD
<b>.</b>	partners, shareholders, employ of the entity, or an affiliate of entity crime subsequent to July before a Hearing Officer of the Final Order entered by the Heato place the entity submitting a copy of the final order).	is sworn statement, or one or more of its office yees, members, or agents who are active in the entity has been charged with and conview 1, 1989. However, there has been a subseque State of Florida, Division of Administrative Haring Officer, determined that is was not in the ng this sworn statement on the convicted vendos.	ne management cted of a public uent proceeding earings and the e public interest dor list. (Attach
	executives, partners, sharehold	is sworn statement, or one or more of its off ders, employees, members, or agents who a any affiliate of the entity has been charged wit ent to July 1, 1989.	re active in the
	executives, partners, sharehold	itting this sworn statement, nor any of its off ders, employees, members, or agents who a any affiliate of the entity has been charged wi uent to July 1, 1989.	re active in the
	•	ne statement, which I have marked below, is tratement. (Please indicate which statement ap	
6.	employees, members, a	les those officers, directors, executives, partner nd agents who are active in management of ar	
6.	b. The term "person" include		

### **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 <a href="mailto:accounts.payable@keysenergy.com">accounts.payable@keysenergy.com</a> 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, i Quantities Verified? Price Verified?	іт арріісаріе?
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 Wes	st ("Keys Energy Services")	
	Post Office Box 6100	Key West, Florida 33041	
	onse to your demand, the undersign submits t ontractor Name)	ned contractor or material man the following statement of account for:	
		lowing:	
Materia	al furnished to date consists of the fo	ollowing:	
Labor s	still to be performed consists of the fo	following:	
Materia	al still to be furnished consists of the	following:	
Amoun	t paid on account to date: \$	, Amount now due: \$,	
Amoun	t to become due: \$		
The Sta	[Signature]		
County	of		
accoun	named in the forgoing statement of t and has knowledge of its contents; nd that the sum of \$ as	ly sworn, deposes and states that[he or she] is the fraction of account; that[he or she] has read the statement that the statements contained in the statement of account is due and owing set forth in the statement of account is due and owing	nent of unt are
Contra	ctor(s), who, being by me duly sworr	n, subscribed to the foregoing affidavit in my presence.	
		(Notary Public) Print Name:	

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

ROJECT AND TITLE:	
SUB -CONTRACTOR:	
CONTRACT FOR:	
CONTRACT DATE:	CONTRACT AMOUNT: \$
To: Utility Board of the City of Key W	Vest ("Keys Energy Services")
Post Office Box 6100	Key West, Florida 33041
KNOW ALL MEN BY THESE PRESENTS:	
and (\$ prime contractor, will be deemed to have Key West, the KEYS, all liens, lien rights,	nent of the sum \$ the the the the the e fully released and quit claimed to <u>The Utility Board of the City of the City of the Utility Board of the City of the City of the Utility Board of the City of the Utility Board of the Utility Board of the City of City of the Utility Board of the City of City of the Utility Board of the City of City of the Utility Board of the City of City of the Utility Board of the City of City of City of the Utility Board of the City of Cit</u>
Witness:	my seal thisday of,20(SEAL)
	by
The State of	
holder named in the forgoing statement account and has knowledge of its conten	duly sworn, deposes and states that[he or she] is the lier t of account; that[he or she] has read the statement of its; that the statements contained in the statement of account are as set forth in the statement of account is due and owing to lier
Contractor(s), who, being by me duly sw	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 RELEASE OF LIEN

PROJE	CT AND TITLE:	
SUB -0	CONTRACTOR:	
CONTI	RACT FOR:	
CONTI	RACT DATE:	CONTRACT AMOUNT: \$
To:	Utility Board of the City of Key	West ("Keys Energy Services")
	Post Office Box 6100	Key West, Florida 33041
KNOW	ALL MEN BY THESE PRESENTS:	
and _ prime <u>Board</u> which	contractor, receipt of which is h of the City of Key West, the KEY the undersigned now has or mi	deration of payment of the sum \$ th th ereby acknowledged, hereby releases and quit claims to The Utilit /S, all liens, lien rights, claims or demands of any kind whatsoever ght have against the project on account of labor performed and/o in the construction of said project have been fully paid for.
In witr Witnes		et my seal thisday of,20  (SEAL)
		by
The St	rate of	
County	y of	
accour	named in the forgoing statement and has knowledge of its contract the sum of \$	st duly sworn, deposes and states that[he or she] is the lie ent of account; that[he or she] has read the statement cents; that the statements contained in the statement of account ar as set forth in the statement of account is due and owing to lie
Contra	actor(s), who, being by me duly s	sworn, subscribed to the foregoing affidavit in my presence.
		(Notary Public) Print Name: My Commission Expires:
		riy 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 liestent 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 liestents, 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**

#### (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.

UNIT PRICE BID SCHEDULE								
Item	Description	Unit	Estimated Quantity	Unit Price	Total I	Price		
1	Mobilization/Demobilization	1	1	\$	\$			
2	Station Post Insulator Assembly on Concrete Structure	EA	2	\$	\$			
3	Indemnity Fee				\$	10.00		
4	<b>Total Estimated Project Cost</b> (line 1+2+3+4)							

In addition to the above listed units, Bidders shall also submit the following:

- 1. Three (3) reference projects, 138kV and above, where work was done on energized line.
- 2. Equipment list and staging plan for work to be performed.
- 3. List of qualified personnel to perform inspection and review of work. <u>Do not include personal</u> information.
- 4. Project Schedule.
- 5. Hourly rate sheets for both labor and equipment.

Company:	
Contact Person:	
Address:	
Submitted by:	(Signature and Print Name)
	,
Bid Bond Enclosed (Yes / No) or Ca	ashier'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.