

Utility Board of the City of Key West; d/b/a Keys Energy Services (APPLICANT)

PROJECT # 24188 - DAMAGE INVENTORY # 81325

FLORIDA HURRICANE IRMA DR-4337

**CATEGORY F – PERMANENT WORK, UTILITIES
TRANSMISSION LINES #3 AND #4
75% Federal Cost Share**

Narrative

Damage Description & Dimensions

During the incident period beginning September 4, 2017, Hurricane Irma produced Category 4 hurricane force winds of 130 mph, torrential rains, wind driven rain and storm surge, causing damages throughout the Keys Energy Services' (Applicant) transmission, distribution and retail systems. Applicant serves approximately 31,000 customers over its 306 circuit miles (built on approximately 16,000 poles). All customers lost power as a result of the storm.

Note - All communication in the lower Florida Keys were lost - internet, cell phone and land lines. Applicant worked for several days with only a few satellite phones which did not provide 100% connectivity or coverage.

This project specifically covers Applicant damages to:

1. Transmission Line 3 – a 3.2 mile length of 138 KV transmission line (with an under-build 13.8 KV distribution line) located in Cow Key Channel
 - a. Two 90 foot concrete transmission poles and associated hardware (both located in salt water) were damaged
 - b. 4,800 feet of 394 MCM All Aluminum Alloy Conductor (AAAC) distribution line.
2. Transmission Line 4 – a 7.84 mile length of 69 KV line located behind Rockland Key. (6.8 miles are located over salt water).
 - a. Eight 90 foot concrete transmission poles and associated hardware (all located in salt water)
 - i. One broken guy stub and six broken pole stubs are a hazard to navigation
 - b. 14,000 feet of 559 MCM All Aluminum Alloy Conductor (AAAC) transmission line.
 - c. 30 insulators.
 - d. Caisson damage on one structure

Scope of Work

Applicant utilized emergency contract procedures in compliance with its procurement policies to obtain contracts to complete work on Transmission Lines 3 and 4. The contractors were:

Michels Power (a division of Michels Corporation); 1775 E. Shady Lane, Neenah, WI 54956 – Replacement of ten poles (2-Line 3; 8-Line 4), 4,800' of distribution conductor line on Line 3, and

14,000' of transmission line on Line 4. Contract costs include all materials to complete the repairs, along with the cost of removal of all damaged materials.

Leidos Engineering LLC; 1000 Legion Place, Suite 1100, Orlando FL 32801 – Conduct damage inspection, provide a damage assessment report, do the design engineering for pole replacement, assist with permitting, and will monitor the construction work by the contractor (Michels Power).

3. Transmission Line 3 – a 3.2 mile length of 138 KV transmission line (with an under-build 13.8 KV distribution line) located in Cow Key Channel
 - a. Replaced one damaged 90 foot concrete transmission pole and associated hardware
 - b. Second damaged 90 foot concrete pole and associated hardware is work to be completed.
 - c. Replaced 4,800 feet of 394 MCM All Aluminum Alloy Conductor (AAAC) distribution line.
4. Transmission Line 4 – a 7.84 mile length of 69 KV line located behind Rockland Key
 - a. Replaced eight damaged 90 foot concrete transmission poles and associated hardware
 - i. Removed of one (1) guy stub and six pole stubs (underwater) to remove their hazard to navigation.
 - b. Replaced 14,000 feet of damaged 559 MCM All Aluminum Alloy Conductor (AAAC) transmission line and shield wire.
 - c. Replaced 30 damaged insulators.
 - d. Repaired damaged Caisson on one structure

Complex construction measures including barges were necessary to repair damages in the water. Applicant and its contractors adhered to environmental compliance requirements.

Applicant secured permits as it routinely does for in-water work similar to that required in this project. The necessary permitting regarding the work is attached. Special consideration EEI questions were not initially checked off, but above-water work was required from barges for this project.

Work Recap:

Completed Work:

- A. Line 3 – Invoice # 282023 - Michels Power – 50% complete except ((1) does not include ground rods noted in work to be completed) - \$749,995.00 – Paid by Applicant Check # 172559 – Total is net of a \$195,000 credit that Applicant Received (noted below).
- B. Line 4 – Invoice # 282024 – Michels Power - 100% Complete except ((1) does not include ground rods noted in work to be completed) and ((2) does not include removal of guy stub and six pole stubs noted in work to be completed) - \$4,335,330.10 – Paid by Applicant Check # 172559.
- C. Leidos Engineering – Invoice # 4477272 – \$91,496.45 - Paid by Applicant Check # 172524.

Note 1 - Waste Management Inc. of Florida (P.O. Box 105453, Atlanta, GA 30348-5453), a vendor for the project under the Michels Power contract, to dispose of damage materials collected, including concrete poles. No environmentally hazards as materials from the repairs to Lines 3 & 4 consisted of concrete and aluminum wire.

Note 2 - Applicant received a credit of \$195,000 from Michels Power for work not completed. An initial attempt to complete work using a barge was abandoned and charged to KEYS. A second approach was tried and succeeded. Per Michels contract with KEYS, the cost of this initial attempt was absorbed by Michels. The credit totaled \$195,000 and is noted in Michels invoice #282023.

Total costs for completed work is \$5,176,821.55

Work to be Completed:

- A. Missing Invoice to date - Michels Power has completed work to remove and dispose of the damaged guy stub and six stub poles at a cost totaling an estimated \$184,000.
- B. Missing Invoice (2) to date – Michels Power - Grounding rod installation costs at both sites has also been completed at an anticipated actual cost is \$14,038.
- C. Line 3 – replace 2nd 90 foot concrete pole in Cow Key Channel and remove debris – Will be completed through and advertised competitive bid process (RFP in July 2018). Estimated cost is \$800,000.

Total estimated costs for work to be completed, and actual costs w/o invoices is \$998,038.

Direct Administrative Costs (DAC):

Applicant is claiming Direct Administrative Costs for this project. Costs to date for work completed is:

- A. Force Account - \$218.87 (2.25 regular hours w/fringe).
- B. Contract - \$65,084.00 (summary, invoices and payment information to date attached)
- C. Total DAC costs are \$65,302.87 to date. FA Labor management are not required to complete time sheets.

Note - Documentation for additional anticipated Consultant and FA DAC will be provided in a version to this Project or at close out.

Overall PW Summary of Expenses:

Total Cost for Work Completed Contract Work = \$5,176,821.55

Total Cost Estimated for Work to be Completed Contract Work = \$998,038.00

Summary costs for Work Completed and Work to be Completed = \$6,174,859.55

Total DAC (Consultant & FA Labor) = \$65,302.87

Total cost for this Project 24188 with DAC is \$6,240,162.42

DR 4337 HURRICANE IRMA - FLORIDA
UTILITY BOARD OF THE CITY OF KEY WEST, DBA KEYS ENERGY SERVICES
CAT F PERMANENT REPAIRS
TRANSMISSION LINES 3 & 4 (PW24188) COST SUMMARY

WORK COMPLETED

| Vendor | Description of Work Performed | Dates Worked | Invoice # | Inv. Date | Inv. Amount | Amt. Paid | Check# | Check Date | Notes |
|------------------------|--|-----------------------|----------------|-----------|-----------------|-----------------|--------|------------|---|
| MICHELS POWER | Mobilization, materials mgmt. and procurement, line removal, drilling/poles, conductor installation, crane rental, access/matting for Lines 3 & 4 | 10/1/2017 - 2/16/2018 | 282024 | 2/16/2018 | \$ 749,995.00 | \$ 5,085,325.10 | 172559 | 3/8/2018 | Note this invoice figure includes a \$195,205 discount |
| MICHELS POWER | Mobilization, materials mgmt. and procurement, line removal, drilling/poles, conductor installation, crane rental, access/matting for Lines 3 & 4. Detail on rentals and mob/demob cost. | 10/1/2017 - 2/16/2018 | 282023 | 2/15/2018 | \$ 4,349,368.10 | \$ 5,085,325.10 | 172559 | 3/8/2018 | Total Michels work for Inv. 282023 & 242024 on Line #3 - \$749,999.00; work on Line #4 - \$4,335,330.10 |
| LEIDOS ENGINEERING LLC | Design engineering for pole replacement, assist with permitting, and construction monitoring | 11/6/2017 - 2/4/2018 | INV-0004477272 | 2/13/2018 | \$ 91,496.45 | \$ 91,496.45 | 172524 | 3/1/2018 | |

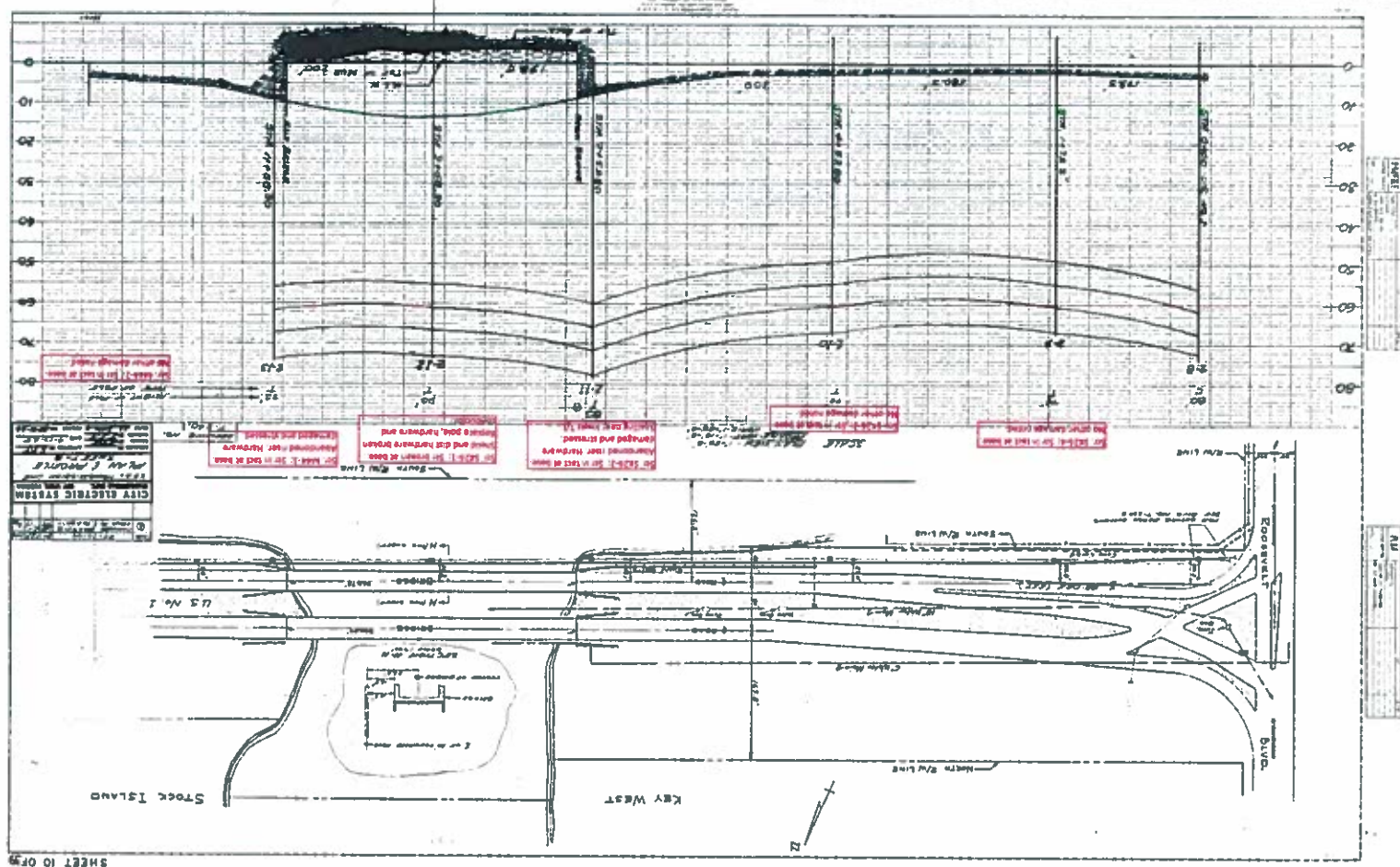
Sum of Invoice Costs - \$ 5,190,859.55

Less Michels Grounding rod installation work - \$ (14,038.00)

COST FOR WORK COMPLETED - \$ 5,176,821.55

WORK TO BE COMPLETED - ESTIMATED

| | | |
|--|---|------------------------|
| MICHELS POWER | Stub pole removal (Actual cost-no invoice received to date by KEYS) | \$ 184,000.00 |
| MICHELS POWER | Grounding rod installation | \$ 14,038.00 |
| MICHELS POWER | Additional cost estimate of 50% | \$ 800,000.00 |
| COST FOR WORK TO BE COMPLETED - | | \$ 998,038.00 |
| WORK COMPLETED (FROM ABOVE) | | \$ 5,176,821.55 |
| FA DAC | | \$ 218.87 |
| CONSULTANT DAC | | \$ 65,084.00 |
| TOTAL COST FOR PW24188 - | | \$ 6,240,162.42 |



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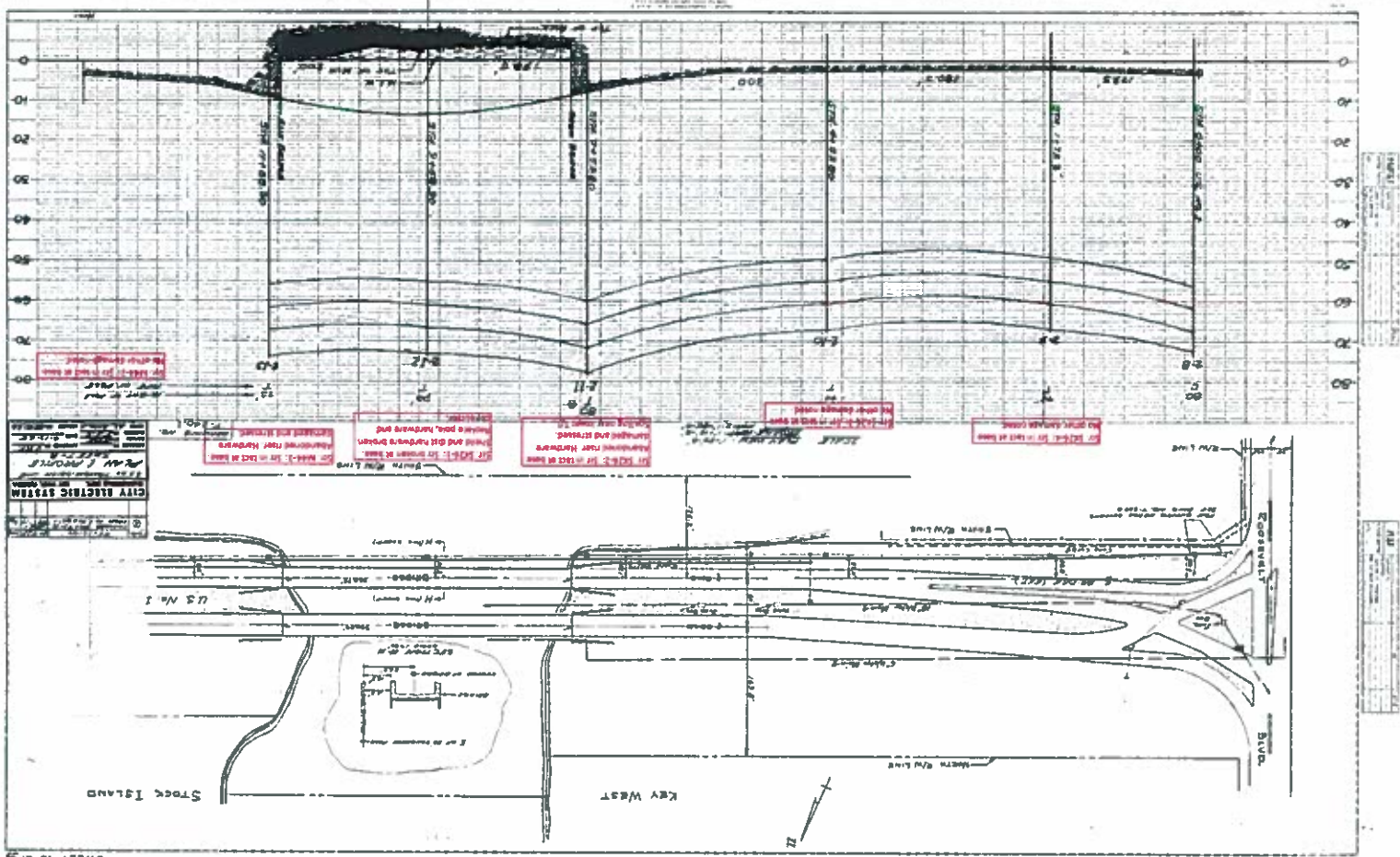
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| FEATURE | PLAN SYMBOLOGY | PROFILE SYMBOLOGY | COMMENTS |
|------------------------|--|---|-------------------------------|
| SHIELD WIRE | NOT SHOWN FOR CLARITY |  | SEE NOTE 1 |
| 138kV CONDUCTOR | NOT SHOWN FOR CLARITY |  | SEE NOTE 2 |
| OTHER OH CABLES |  |  | DISTRIBUTION, TELEPHONE, ETC. |
| OTHER TRANSM LINE |  |  | |
| TRANSM STRUCTURE | STR 002  |  | |
| DISTRIBUTION STRUCTURE |  |  | |
| DOWN GUYS |  |  | |
| BUILDING |  |  | |
| FENCE |  |  | |
| SIGN |  |  | |
| GROUND CENTERLINE | N/A |  | BETWEEN POLES |
| GROUND PROFILE LEFT | N/A |  | 15 FT LEFT |
| GROUND PROFILE RIGHT | N/A |  | 15 FT RIGHT |
| EDGE/TOP OF PAVEMENT |  |  | |
| EDGE OF VEGETATION |  | N/A | |
| EDGE/TOP OF WATER |  |  | PROFILE AT CROSSING |

NOTES

1. SHIELD WIRE IS 3#5 AWG, DISPLAYED AT A TEMPERATURE OF 90°F, FINAL SAQ.
2. 138kV CONDUCTORS ARE 559 AAC "DARIEN" DISPLAYED AT A TEMPERATURE OF 167°F, FINAL SAQ.
3. POLE DATA AND STRUCTURE TYPE IDENTIFICATION ARE BASED ON HISTORICAL PLAN AND PROFILE DRAWINGS T-252 THROUGH T-266, LATEST REVISION.

1"=100'
1"=100'

| | | | |
|---------|---------|---------|---------|
| 1"=100' | 1"=100' | 1"=100' | 1"=100' |
| 1"=100' | 1"=100' | 1"=100' | 1"=100' |

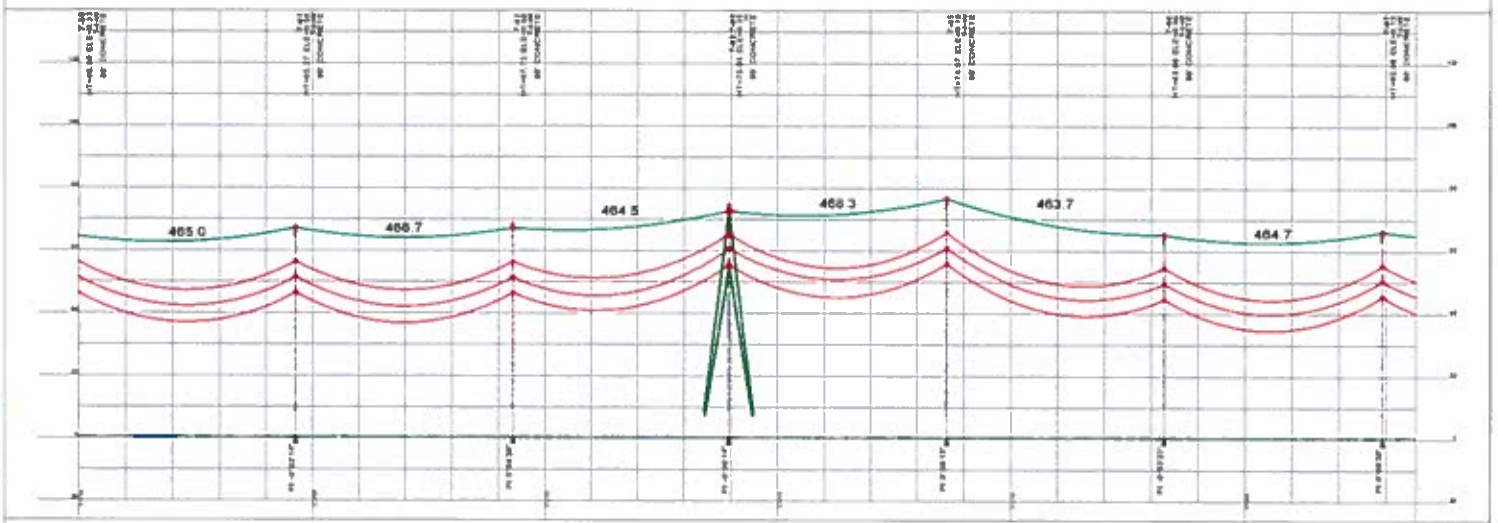
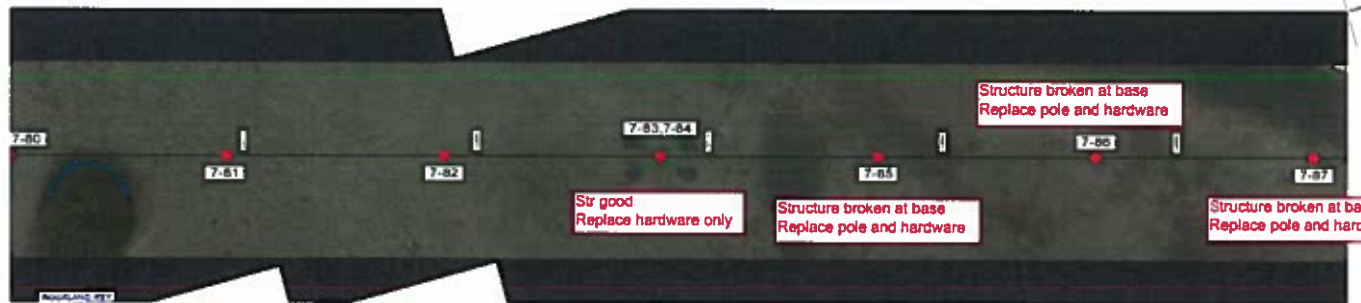


| | | | |
|---------|---------|---------|---------|
| 1"=100' | 1"=100' | 1"=100' | 1"=100' |
| 1"=100' | 1"=100' | 1"=100' | 1"=100' |

KEYS ENERGY 138KV LINE 4
US-1 BUS TO BUS COMPANY BUS FIRST CIRCUIT

138kV-PP-000
LEGEND

B



KEYS ENERGY
136L4-PP-015

KEYS ENERGY 138KV LINE 4
US-1 BUS TO BIG COUNTRY BUS FIRST CIRCUIT
7-41 TO 7-47

136L4-PP-015
PAGE 16 OF 18



KEYS ENERGY SERVICES
P.O. BOX 6100
KEY WEST, FL 33041

FIRST STATE BANK
of The Florida Keys
Key West, Florida 33040

172559

| CHECK DATE | CHECK NO. | CHECK AMOUNT |
|------------|-----------|--------------|
|------------|-----------|--------------|

03/08/2018 172559 \$5,085,325.10

PAY ***FIVE MILLION EIGHTY FIVE THOUSAND THREE HUNDRED TWENTY FIVE
DOLLARS AND 10/100

TO THE
ORDER
OF

MICHELS POWER
PO BOX 95
BROWNSVILLE, WI 53006-0095

KEYS ENERGY SERVICES
OPERATIONS AND MAINTENANCE

NON-NEGOTIABLE

Voucher Check Issued by Utility Board of the City of Key West, FL

VENDOR: 3757 MICHELS POWER

03/08/2018

Check No: 172559

| INVOICE # | DATE | DESCRIPTION | PO # | AMOUNT |
|-----------|------------|--|---------|----------------|
| 282024 | 02/16/2018 | HURRICANE IRMA INSTALLATION OF TWO REPLACEMENT TRANSMISSION POLES ON LINE 3 | 18-0320 | 749,995.00 ✓ |
| 282023 | 02/15/2018 | LINE 4 REBUILD | | 4,335,330.10 ✓ |

gar

TOTAL AMOUNT \$5,085,325.10

INVOICE

MICHEL'S®1775 E. Shady Lane
Neenah, WI 54956

Phone: 920-720-5200

Fax: 920-720-5214

Key's Energy Services
1001 James Street
P.O. Box 6100
Key West, FL 33040-6100accounts.payable@keysenergy.com**SEND REMITTANCE TO:**P.O. Box 95
Brownsville, WI 53006-0095

DATE: 2/16/2018
 CUSTOMER #: 34030
 INVOICE #: 282024
 JOB #: 79406
 P.O. #: 18-0320
 1-30-107350-50-31409

REF: Installation of Two Replacement Transmission Poles on Line 3

| DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|------------------------------------|------|------|-----------------|------------------------|
| Mobilization | LS | 1.00 | \$ 145,500.00 | \$ 145,500.00 |
| Material Management | LS | 1.00 | \$ 28,125.00 | \$ 28,125.00 |
| Remove Line | LS | 1.00 | \$ 27,000.00 | \$ 27,000.00 |
| Drilling/Setting Poles | LS | 1.00 | \$ 290,400.00 | \$ 290,400.00 |
| Conductor Installation | LS | 1.00 | \$ 156,800.00 | \$ 156,800.00 |
| Crane Rental | LS | 1.00 | \$ 18,000.00 | \$ 18,000.00 |
| Material Procurement | LS | 1.00 | \$ 50,000.00 | \$ 50,000.00 |
| Access/Matting | LS | 1.00 | \$ 229,375.00 | \$ 229,375.00 |
| Original Contract Subtotal: | | | | \$ 945,200.00 |
| MISCELLANEOUS | | | | |
| STR 2 Discount | | 1.00 | \$ (195,205.00) | \$ (195,205.00) |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| Miscellaneous Subtotal: | | | | \$ (195,205.00) |
| Subtotal: | | | | \$ 749,995.00 |
| Total Balance Due: | | | | \$ 749,995.00 |

DJ Seil
 3-2-18

Handwritten signature
 3/2/18
 OK to pay

Thank you for selecting Michels Power as your partner in construction!



The Utility Board of the City of Key West, FL
Keys Energy Services
PURCHASE ORDER

1001 James Street
P.O. Box 6100
Key West, FL 33040-6100

| | |
|-------------|------------|
| P.O. NUMBER | 18-0320 |
| C.O. NUMBER | |
| DATE | 12/04/2017 |

THE P.O. NUMBER MUST APPEAR ON ALL
INVOICES, PACKING LISTS, LABELS, BILLS
OF LADING AND CORRESPONDENCE.

PAGE NO. 1 OF 1

VENDOR: MICHELS POWER
PO BOX 95
BROWNSVILLE, WI 53006-0095

SHIP TO: Keys Energy Services
Stock Island Warehouse
6900 Front Street Extended
Key West, FL 33040

| VENDOR # | TERMS | DELIVERY DATE | P.O. # | BUYER | BUYER PHONE # |
|----------|----------|---------------|--------------------------|------------|---------------|
| 3757 | NET30 | | DESTINATION | Eva Albury | 3052951000 |
| LINE | QUANTITY | UOM | ITEM NO. AND DESCRIPTION | UNIT COST | EXTENDED COST |

**HURRICANE IRMA INSTALLATION OF TWO REPLACEMENT
TRANSMISSION POLES ON LINE 3**

| | | | | | |
|---|------------|----|--|----------|--------------|
| 1 | 945,200.00 | EA | Emergency Purchase and Installation of Two Replacement Transmission Poles on Line 3. UB APPROVED 12-06-17 1-30-107350-50-31409 | \$1.0000 | \$945,200.00 |
|---|------------|----|--|----------|--------------|

TOTAL \$ 945,200.00

Please send all invoices to the following: Keys Energy Services Attention - ACCOUNTS PAYABLE PO Box 6100 Key West, FL 33041-6100 Keys Energy Services offers automated invoice payments for all vendors. To request a form email accounts.payable@keysenergy.com or call Accounts Payable at 305-295-1022.

Please direct all inquiries regarding this Purchase Order to the Department Staff Assistant at 305-295-1042. Keys Energy Services offers automated invoice payments for all vendors. To request a form email accounts.payable@keysenergy.com or call Accounts Payable at 305-295-1022.

PLEASE SEND INVOICE (with PO#) TO:

Keys Energy Services
Accounts Payable
P.O. Box 6100
Key West, FL 33041

TERMS AND CONDITIONS:

By fulfillment of this order vendor accepts all Keys Energy Services terms and conditions which are available online at <http://keysenergy.com/bid-information.php> or by contacting Purchasing at 305-295-1144.

Assistant General Manager and CFO

INVOICE

MICHEL'S1775 E. Shady Lane
Neenah, WI 54956

Phone: 920-720-5200

Fax: 920-720-5214

SEND REMITTANCE TO:P.O. Box 95
Brownsville, WI 53006-0095Key's Energy Services
1001 James Street
P.O. Box 6100
Key West, FL 33040-6100DATE: 2/16/2018
CUSTOMER #: 34030
INVOICE #: 282024
JOB #: 79406
P.O. #: 18-0320
1-30-107350-50-31409accounts.payable@keysenergy.com

REF: Installation of Two Replacement Transmission Poles on Line 3

| DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|-----------------------------|------|------|---------------|---------------|
| Mobilization | LS | 1.00 | \$ 145,500.00 | \$ 145,500.00 |
| Material Management | LS | 1.00 | \$ 28,125.00 | \$ 28,125.00 |
| Remove Line | LS | 1.00 | \$ 27,000.00 | \$ 27,000.00 |
| Drilling/Setting Poles | LS | 1.00 | \$ 290,400.00 | \$ 290,400.00 |
| Conductor Installation | LS | 1.00 | \$ 156,800.00 | \$ 156,800.00 |
| Crane Rental | LS | 1.00 | \$ 18,000.00 | \$ 18,000.00 |
| Material Procurement | LS | 1.00 | \$ 50,000.00 | \$ 50,000.00 |
| Access/Matting | LS | 1.00 | \$ 229,375.00 | \$ 229,375.00 |
| Original Contract Subtotal: | | | | \$ 945,200.00 |
| MISCELLANEOUS | | | | |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| Miscellaneous Subtotal: | | | | \$ - |
| Subtotal: | | | | \$ 945,200.00 |
| Total Balance Due: | | | | \$ 945,200.00 |

DASi
3-2-18Lab
3/2/18
do not pay

Thank you for selecting Michels Power as your partner in construction!



The Utility Board of the City of Key West, FL
Keys Energy Services
PURCHASE ORDER

1001 James Street
P.O. Box 6100
Key West, FL 33040-6100

| | |
|-------------|------------|
| P.O. NUMBER | 18-0320 |
| C.O. NUMBER | |
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PAGE NO. 1 OF 1

VENDOR: MICHELS POWER
PO BOX 95
BROWNSVILLE, WI 53006-0095

SHIP TO: Keys Energy Services
Stock Island Warehouse
6900 Front Street Extended
Key West, FL 33040

| VENDOR # | TERMS | DELIVERY DATE | P.O.# | BUYER | BUYER PHONE # |
|----------|----------|---------------|--------------------------|------------|---------------|
| 3757 | NET30 | | DESTINATION | Eva Albury | 3052951000 |
| LINE | QUANTITY | UOM | ITEM NO. AND DESCRIPTION | UNIT COST | EXTENDED COST |

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|---|------------|----|--|----------|--------------|

TOTAL \$ 945,200.00

Please send all invoices to the following: Keys Energy Services Attention - ACCOUNTS PAYABLE PO Box 6100 Key West, FL 33041-6100 Keys Energy Services offers automated invoice payments for all vendors. To request a form email accounts.payable@keysenergy.com or call Accounts Payable at 305-295-1022.

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Assistant General Manager and CFO

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| | 1-30-107350-50-31409 |

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| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| Miscellaneous Subtotal: | | | | \$ (195,205.00) |
| Subtotal: | | | | \$ 749,995.00 |
| Total Balance Due: | | | | \$ 749,995.00 |

Thank you for selecting Michels Power as your partner in construction!



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Keys Energy Services
PURCHASE ORDER

1001 James Street
P.O. Box 6100
Key West, FL 33040-6100

| | |
|-------------|------------|
| P.O. NUMBER | 18-0320 |
| C.O. NUMBER | |
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Assistant General Manager and CFO

INVOICE

MICHEL'S1775 E. Shady Lane
Neenah, WI 54956

Phone: 920-720-5200

Fax: 920-720-5214

SEND REMITTANCE TO:P.O. Box 95
Brownsville, WI 53006-0095Key's Energy Services
1001 James Street
P.O. Box 6100
Key West, FL 33040-6100

| | |
|--------------------|-----------|
| DATE: | 2/16/2018 |
| CUSTOMER #: | 34030 |
| INVOICE #: | 282024 |
| JOB #: | 79406 |
| P.O. #: | 18-0320 |

accounts.payable@keysenergy.com

1-30-107350-50-31409

REF: Installation of Two Replacement Transmission Poles on Line 3

| DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|------------------------------------|------|------|---------------|----------------------|
| Mobilization | LS | 1.00 | \$ 145,500.00 | \$ 145,500.00 |
| Material Management | LS | 1.00 | \$ 28,125.00 | \$ 28,125.00 |
| Remove Line | LS | 1.00 | \$ 27,000.00 | \$ 27,000.00 |
| Drilling/Setting Poles | LS | 1.00 | \$ 290,400.00 | \$ 290,400.00 |
| Conductor Installation | LS | 1.00 | \$ 156,800.00 | \$ 156,800.00 |
| Crane Rental | LS | 1.00 | \$ 18,000.00 | \$ 18,000.00 |
| Material Procurement | LS | 1.00 | \$ 50,000.00 | \$ 50,000.00 |
| Access/Matting | LS | 1.00 | \$ 229,375.00 | \$ 229,375.00 |
| Original Contract Subtotal: | | | | \$ 945,200.00 |
| MISCELLANEOUS | | | | |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| Miscellaneous Subtotal: | | | | \$ |
| Subtotal: | | | | \$ 945,200.00 |
| Total Balance Due: | | | | \$ 945,200.00 |

Thank you for selecting Michels Power as your partner in construction!



The Utility Board of the City of Key West, FL
Keys Energy Services
PURCHASE ORDER

1001 James Street
P.O. Box 6100
Key West, FL 33040-6100

| | |
|-------------|------------|
| P.O. NUMBER | 18-0320 |
| C.O. NUMBER | |
| DATE | 12/04/2017 |

THE P.O. NUMBER MUST APPEAR ON ALL
INVOICES, PACKING LISTS, LABELS, BILLS
OF LADING AND CORRESPONDENCE.

PAGE NO. 1 OF 1

VENDOR: MICHELS POWER
PO BOX 95
BROWNSVILLE, WI 53006-0095

SHIP TO: Keys Energy Services
Stock Island Warehouse
6900 Front Street Extended
Key West, FL 33040

| VENDOR # | TERMS | DELIVERY DATE | P.O. BOX | BUYER | BUYER PHONE # |
|----------|----------|---------------|--------------------------|------------|---------------|
| 3757 | NET30 | | DESTINATION | Eva Albury | 3052951000 |
| LINE | QUANTITY | UOM | ITEM NO. AND DESCRIPTION | UNIT COST | EXTENDED COST |

HURRICANE IRMA INSTALLATION OF TWO REPLACEMENT
TRANSMISSION POLES ON LINE 3

| | | | | | |
|---|------------|----|--|----------|--------------|
| 1 | 945,200.00 | EA | Emergency Purchase and Installation of Two Replacement Transmission Poles on Line 3. UB APPROVED 12-06-17 1-30-107350-50-31409 | \$1.0000 | \$945,200.00 |
|---|------------|----|--|----------|--------------|

TOTAL \$ 945,200.00

Please send all invoices to the following: Keys Energy Services Attention - ACCOUNTS PAYABLE PO Box 6100 Key West, FL 33041-6100 Keys Energy Services offers automated invoice payments for all vendors. To request a form email accountspayable@keysenergy.com or call Accounts Payable at 305-295-1022.

Please direct all inquiries regarding this Purchase Order to the Department Staff Assistant at 305-295-1042. Keys Energy Services offers automated invoice payments for all vendors. To request a form email accountspayable@keysenergy.com or call Accounts Payable at 305-295-1022.

PLEASE SEND INVOICE (with PO#) TO:

Keys Energy Services
Accounts Payable
P.O. Box 6100
Key West, FL 33041

TERMS AND CONDITIONS:

By fulfillment of this order vendor accepts all Keys Energy Services terms and conditions which are available online at <http://keysenergy.com/bid-information.php> or by contacting Purchasing at 305-295-1144.

Assistant General Manager and CFO

INVOICE



1775 E. Shady Lane
Neenah, WI 54956

Phone: 920-720-5200
Fax: 920-720-5214

SEND REMITTANCE TO:

P.O. Box 95
Brownsville, WI 53006-0095

Key's Energy Services
1001 James Street
P.O. Box 6100
Key West, FL 33040-6100

DATE: 2/16/2018
CUSTOMER #: 34030
INVOICE #: 282024
JOB #: 79406
P.O. #: 18-0320
1-30-107350-50-31409

accounts.pavable@keysenergy.com

REF: Installation of Two Replacement Transmission Poles on Line 3

| DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|------------------------------------|------|------|---------------|----------------------|
| Mobilization | LS | 1.00 | \$ 145,500.00 | \$ 145,500.00 |
| Material Management | LS | 1.00 | \$ 28,125.00 | \$ 28,125.00 |
| Remove Line | LS | 1.00 | \$ 27,000.00 | \$ 27,000.00 |
| Drilling/Setting Poles | LS | 1.00 | \$ 290,400.00 | \$ 290,400.00 |
| Conductor Installation | LS | 1.00 | \$ 156,800.00 | \$ 156,800.00 |
| Crane Rental | LS | 1.00 | \$ 18,000.00 | \$ 18,000.00 |
| Material Procurement | LS | 1.00 | \$ 50,000.00 | \$ 50,000.00 |
| Access/Matting | LS | 1.00 | \$ 229,375.00 | \$ 229,375.00 |
| Original Contract Subtotal: | | | | \$ 945,200.00 |
| MISCELLANEOUS | | | | |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| Miscellaneous Subtotal: | | | | \$ - |
| Subtotal: | | | | \$ 945,200.00 |
| Total Balance Due: | | | | \$ 945,200.00 |

Thank you for selecting Michels Power as your partner in construction!



The Utility Board of the City of Key West, FL
Keys Energy Services
PURCHASE ORDER

1001 James Street
P.O. Box 6100
Key West, FL 33040-6100

| | |
|-------------|------------|
| P.O. NUMBER | 18-0320 |
| C.O. NUMBER | |
| DATE | 12/04/2017 |

THE P.O. NUMBER MUST APPEAR ON ALL
INVOICES, PACKING LISTS, LABELS, BILLS
OF LADING AND CORRESPONDENCE.

PAGE NO. 1 OF 1

VENDOR: MICHELS POWER
PO BOX 95
BROWNSVILLE, WI 53006-0095

SHIP TO: Keys Energy Services
Stock Island Warehouse
6900 Front Street Extended
Key West, FL 33040

| VENDOR # | TERMS | DELIVERY DATE | F.O.B. | BUYER | BUYER PHONE # |
|----------|----------|---------------|--------------------------|------------|---------------|
| 3757 | NET30 | | DESTINATION | Eva Albury | 3052951000 |
| LINE | QUANTITY | UOM | ITEM NO. AND DESCRIPTION | UNIT COST | EXTENDED COST |

HURRICANE IRMA INSTALLATION OF TWO REPLACEMENT
TRANSMISSION POLES ON LINE 3

| | | | | | |
|---|------------|----|--|----------|--------------|
| 1 | 945,200.00 | EA | Emergency Purchase and Installation of Two Replacement Transmission Poles on Line 3. UB APPROVED 12-06-17 1-30-107350-50-31409 | \$1,0000 | \$945,200.00 |
|---|------------|----|--|----------|--------------|

TOTAL \$ 945,200.00

Please send all invoices to the following: Keys Energy Services Attention - ACCOUNTS PAYABLE PO Box 6100 Key West, FL 33041-6100 Keys Energy Services offers automated invoice payments for all vendors. To request a form email accountspayable@keysenergy.com or call Accounts Payable at 305-295-1022.

Please direct all inquiries regarding this Purchase Order to the Department Staff Assistant at 305-295-1042. Keys Energy Services offers automated invoice payments for all vendors. To request a form email accounts.payable@keysenergy.com or call Accounts Payable at 305-295-1022.

PLEASE SEND INVOICE (with PO#) TO:

Keys Energy Services
Accounts Payable
P.O. Box 6100
Key West, FL 33041

TERMS AND CONDITIONS:

By fulfillment of this order vendor accepts all Keys Energy Services terms and conditions which are available online at <http://keysenergy.com/bid-information.php> or by contacting Purchasing at 305-295-1144.

Assistant General Manager and CFO

INVOICE

MICHEL'S®1775 E. Shady Lane
Neenah, WI 54956

Phone: 920-720-5200

Fax: 920-720-5214

Key's Energy Services
1001 James Street
P.O. Box 6100
Key West, FL 33040-6100accounts.payable@keysenergy.com

REF: Line 4 Rebuild

SEND REMITTANCE TO:P.O. Box 95
Brownsville, WI 53006-0095DATE: 2/15/2018
CUSTOMER #: 34030
INVOICE #: 282023
JOB #: 79373

| DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|---|------|------|-----------------|------------------------|
| Mobilization | LS | 1.00 | \$ 956,250.00 | \$ 956,250.00 |
| Material Management | LS | 1.00 | \$ 28,160.00 | \$ 28,160.00 |
| Remove Line | LS | 1.00 | \$ 108,000.00 | \$ 108,000.00 |
| Drilling/Setting Poles | LS | 1.00 | \$ 705,340.00 | \$ 705,340.00 |
| Conductor Installation | LS | 1.00 | \$ 727,160.00 | \$ 727,160.00 |
| Crane Rental | LS | 1.00 | \$ 57,600.00 | \$ 57,600.00 |
| Material Procurement | LS | 1.00 | \$ 220,880.00 | \$ 220,880.00 |
| Access/Matting | LS | 1.00 | \$ 1,150,400.00 | \$ 1,150,400.00 |
| Original Contract Subtotal: | | | | \$ 3,953,790.00 |
| MISCELLANEOUS | | | | |
| The Dickerson Group, Inc. - Invoice 80A | EA | 1.00 | \$ 70,950.00 | \$ 70,950.00 ✓ |
| The Dickerson Group, Inc. - Invoice 83 | EA | 1.00 | \$ 30,745.00 | \$ 30,745.00 ✓ |
| The Dickerson Group, Inc. - Invoice 88 | EA | 1.00 | \$ 73,906.25 | \$ 73,906.25 ✓ |
| Rockland Investments Corp - Invoice 31672 | EA | 1.00 | \$ 5,375.00 | \$ 5,375.00 ✓ |
| Rockland Investments Corp - Invoice 31695 | EA | 1.00 | \$ 5,375.00 | \$ 5,375.00 ✓ |
| Rockland Investments Corp - Invoice 31746 | EA | 1.00 | \$ 5,375.00 | \$ 5,375.00 ✓ |
| Harrison Crane Service - Invoice 172291 | EA | 1.00 | \$ 51,481.50 | \$ 51,481.50 ✓ |
| Sims Crane & Equipment - Invoice 67241 | EA | 1.00 | \$ 116,140.00 | \$ 116,140.00 ✓ |
| Sims Line 4 Mobe/Demobe Breakdown Cost | EA | 1.00 | \$ 30,000.00 | \$ 30,000.00 ✓ |
| Waste Management | EA | 1.00 | \$ 6,230.35 | \$ 6,230.35 ✓ |
| Miscellaneous Subtotal: | | | | \$ 395,578.10 |
| Subtotal: | | | | \$ 4,349,368.10 |
| Total Balance Due: | | | | \$ 4,349,368.10 |

0.00 *

uncompleted work → 4,349,368.10 +

Pay → 14,038.00 -

→ 4,335,330.10 *

0.00 *

Thank you for selecting Michels Power as your partner in construction!

Wetzler, Jack

From: Sabino, Dan
Sent: Wednesday, March 7, 2018 8:43 AM
To: Wetzler, Jack
Cc: McVeigh, Cindy
Subject: RE: Michels \$4.4M Invoice Line 3/4
Attachments: Michels grounding rod quote - Signed.pdf

Jack,

Here is the invoice for the uncompleted work. (\$14,038). Note that I expect an invoice of about \$175K for additional demo work (removal of pole stubs). Not included in base contract.

Dan

From: Wetzler, Jack
Sent: Monday, March 5, 2018 10:55 AM
To: Sabino, Dan <Dan.Sabino@KeysEnergy.com>
Cc: McVeigh, Cindy <Cindy.McVeigh@KeysEnergy.com>
Subject: RE: Michels \$4.4M Invoice Line 3/4

Dan,
Can you quantify how much of the \$4.4M you want held and provide a timeline for the completion of the work?

Jack

From: Sabino, Dan
Sent: Monday, March 5, 2018 9:04 AM
To: Wetzler, Jack <Jack.Wetzler@KeysEnergy.com>
Cc: McVeigh, Cindy <Cindy.McVeigh@KeysEnergy.com>
Subject: RE: Michels \$4.4M Invoice Line 3/4

Jack,

Estimated completion of work is supposed to be the end of the month, but I am suspicious of that date. See email exchange between Sandy and I attached. Not sure I agree, but I need to look for my notes.

From: Wetzler, Jack
Sent: Monday, March 5, 2018 8:27 AM
To: Sabino, Dan <Dan.Sabino@KeysEnergy.com>
Cc: McVeigh, Cindy <Cindy.McVeigh@KeysEnergy.com>
Subject: Michels \$4.4M Invoice Line 3/4

Dan,
Last week you asked Beverly to hold payment on the Michel's Inv for line 3/4 as some work [removal of original line 4 poles] may not have been done.
Can you quantify how much of the \$4.4M you want held and provide a timeline for the completion of the work?
Thanks,
Jack

Jack Wetzler
Keys Energy Services
Assistant General Manager & CFO
305-295-1013





KEY WEST HARBOR SERVICE
SERVING THE KEY WEST AREA

P.O Box 413 Key West, FL 33041

Date: February 12, 2018

Jim Hulbert Superintendent
Florida Operation
MICHELS Power
(920) 517-2425
JHulbert@michels.us

Reference Project: Keys Energy Line 3 and 4 Grounding Rod Installation

Dear Jim,

Key West Harbor Services, Inc. is pleased to submit the following proposal for Key Line 3 and 4 grounding rod installation.

Key West Harbor Services, Inc. proposes the following scope of work.

SCOPE OF WORK

Key West Harbor Services will:

- Limit/Prevent ALL unnecessary contact with the bottom and sea grasses
- Operate professionally at all times as this sensitive project is well within view of the public
- Install supplied grounding rods to a depth of 30 feet
- All debris shall be brought to land and disposed of properly
- Vendor has been made or aware of need to contact both FWC and the USCG prior to operating in either body of water

Locations

Line #3 (Cow Key Bridge)

Line #4 Enclosed Bay (Toppinos)

- Location: 75
- Location: 76
- Location: 77
- Location: 78
- Location: 80
- Location: 81

Proposal Price for Line 3.....\$14,038.00

The above price is good for 30 days.

The above price includes all labor, materials and equipment required to complete the above scopes of work.

Payment due within 10 days of completion of project.

Key West Harbor Services, Inc. looks forward to working with you on this project. If you have questions or require any additional information, please do not hesitate to contact us at (305) 454-3121.

Sincerely,

**Sean Morley
Key West Harbor Services, Inc.
(305) 454-3121**

kwharbor@gmail.com

The above proposal is hereby agreed to and accepted, as evidenced by my signature below.

Accepted by:

***Tyler Radl* – Senior Manager (Michels Power) 02/28/2018**

Customer Signature

Date

THE DICKERSON GROUP, INC.

PO BOX 5011

MONROE, NC 28111-5011 US

(704) 289-3111

hhenage@dickersoninc.com

Invoice

BILL TO

MICHELS CORPORATION

817 West Main Street

PO Box 128

Brownsville, WI 53006

| INVOICE # | DATE | TOTAL DUE | DUE DATE | TERMS | ENCLOSED |
|-----------|------------|-------------|------------|----------------|----------|
| 80A | 10/03/2017 | \$70,950.00 | 10/03/2017 | Due on receipt | |

ACTIVITY

RENT BIG COPPIT
111 OVERSEAS HIGHWAY

SALES TAX
FLORIDA

SALES TAX
MONROE COUNTY

AMOUNT

66,000.00

3,960.00

990.00

BALANCE DUE

\$70,950.00

REVISED INVOICE. CHANGES IN TAX.
SEE ORIGINAL INVOICE 80

see draft
lease -
Michel's actually
signed lease -
requested with Jim Michel's.

THE DICKERSON GROUP, INC.
PO BOX 5011
MONROE, NC 28111-5011 US
(704) 289-3111
hhenage@dickersoninc.com

INVOICE

BILL TO
MICHELS CORPORATION
817 West Main Street
PO Box 128
Brownsville, WI 53006

INVOICE # 83
DATE 11/03/2017
DUE DATE 11/15/2017
TERMS Due on receipt

| ACTIVITY | AMOUNT |
|---|-----------|
| 111 OVERSEAS HIGHWAY RENT - NOVEMBER 3RD THRU 15TH 13 <i>\$2200/Mo</i> | 28,600.00 |
| FLORIDA SALES TAX | 1,716.00 |
| MONROE COUNTY SALES TAX | 429.00 |

BALANCE DUE **\$30,745.00**

THE DICKERSON GROUP, INC.
PO BOX 5011
MONROE, NC 28111-5011 US
(704) 289-3111
hhenage@dickersoninc.com

INVOICE

BILL TO
MICHELS CORPORATION
817 West Main Street
PO Box 128
Brownsville, WI 53006

INVOICE # 88
DATE 12/22/2017
DUE DATE 01/01/2018
TERMS Due on receipt

ACTIVITY

111 OVERSEAS HIGHWAY RENT -
NOVEMBER 16TH THRU
DECEMBER 10TH (HOLD OVER
RATE 125%)

FLORIDA SALES TAX
MONROE COUNTY SALES TAX

AMOUNT

68,750.00

4,125.00

1,031.25

*25 dys 12200 = 55,000
x 1.25* →

BALANCE DUE

\$73,906.25

ROCKLAND INVESTMENTS CORP.
615-B UNITED STREET
KEY WEST, FL 33040

Phone 305 294-0277
Fax 305 298-4460

Sold To: MICHELS CORPORATION
617 W. MAIN ST., P.O. BOX 128
BROWNSVILLE, WI 53008-0128

Invoice Number 31695
Invoice Date 11/01/17
Due Date: 11/30/17
Customer ID: MICHELS
PO #:

Attention: ANDREW SCHMITT

| Quantity | Description | Unit Price | Extended Amount |
|----------|-------------|------------|-----------------|
| 1 0000 | RENT | 5,000 0000 | 5,000 00 |

| | |
|-------------------------|---------------|
| Item Total | 5,000.00 |
| Sales Tax | <u>375.00</u> |
| Invoice Total | 5,375.00 |
| Less Payments Received: | <u>0 00</u> |
| Total Due: \$ | 5,375.00 |

MEMO:

PAYMENT DUE UPON RECEIPT
5% LATE CHARGE APPLIES TO BALANCES OVER 10 DAYS!

ROCKLAND INVESTMENTS CORP.
815 S UNITED STREET
KEY WEST, FL 33040

Phone: 305-294-0277
Fax: 305-298-4480

Sold To: MICHELS CORPORATION
817 W. MAIN ST. P.O. BOX 128
BROWNSVILLE, MI 49008-0128

Invoice Number: 31745
Invoice Date: 12/01/17
Due Date: 12/31/17
Customer ID: MICHELS
PO #:

Attention: ANDREW SCHMITT

| Quantity | Description | Unit Price | Extended Amount |
|----------|-------------|-------------|-----------------|
| 1.0000 | RENT | \$,000.0000 | \$,000.00 |

Item Total: \$,000.00

Sales Tax: 375.00

Invoice Total: \$,375.00

Less: Payments Received: 0.00

Total Due: \$ 3,375.00

MEMO:

79373 10 4300

PAYMENT DUE UPON RECEIPT!
5% LATE CHARGE APPLIES TO BALANCES OVER 10 DAYS!

ROCKLAND INVESTMENTS CORP.
616-B UNITED STREET
KEY WEST, FL 33040

Phone: 305 284-0277.
Fax: 305 280-4480.

Sold To: MICHELS CORPORATION
817 W. MAIN ST., P.O. BOX 128
BROWNSVILLE, WISCONSIN 53008-0128

Invoice Number: 31672-
Invoice Date: 10/01/17
Due Date: 10/31/17
Customer ID: MICHELS
PO #:

Attention: ANDREW SCHMITT

| Quantity | Description | Unit Price | Extended Amount |
|----------|----------------|------------|-----------------|
| 1.0000 | RENT - PARKING | 5,000.0000 | 5,000.00 |

Item Total: 5,000.00

Sales Tax: 375.00

Invoice Total: 5,375.00

Less: Payments Received: 0.00

Total Due: \$ 5,375.00

79373 10 4300

MEMO:

PAYMENT DUE UPON RECEIPT!
5% LATE CHARGE APPLIES TO BALANCES OVER 10 DAYS!

INVOICE

HARRISON CLAY SERVICE
1201 W. 10TH STREET
DALLAS, TEXAS 75201
214-741-1234
CLAY SERVICE

Order No.
100010

Order Date
10/10/80

Amount Due
\$100.00

Balance Due
\$0.00



Sims CRANE & EQUIPMENT

PO Box 11825
Tampa, FL 33680-1825
Ph. (813) 628-8102 Fax (813) 628-6255

MICHEL'S CORPORATION
DO NOT MAIL
P.O. BOX 128
BROWNSVILLE, WI 53006-0128

Invoice 67241

Invoice Date: Friday, December 22, 2017
Customer: 5795
Job No: VBOR-41929
Salesperson: Wayne Hogan
Ordered By: Tyler Radl

Job Site :
KEYS TRANSMISSION
151 Overseas Hwy
Key West, FL 33040

Terms: Net Due Upon Receipt

Customer P.O. No: 212086
Customer Phone: (820) 583-3132
Work Performed: set 1 - transmission pole and leave crane at lay down yard.

| Date | Description | Unit No | Qty Unit Meas | Rate | Extension |
|----------------------------|---|---------|---------------|--------------|--------------|
| 12/1/2017 to 12/19/2017 | Mobilization Lump sum of all equipment and labor to set 1 - pole and mob/demob crane from job site to exterior of The Keys. | | 1.00 Each | \$116,140.00 | \$116,140.00 |

Total Invoice: \$116,140.00

**Due to escalating costs it has become necessary for Sims Crane to attach a
7% Regulatory compliance Surcharge on all Rentals.**

WE SEND NOTICE TO OWNER ON ALL INVOICES.

**TAMPA-ORLANDO-MULBERRY-VERO BEACH-MIAMI-FT MYERS-JACKSONVILLE-OCALA-
WEST PALM BEACH-SPACECOAST-TALLAHASSEE**

Sims Crane & Equipment
 PO Box 11825
 Tampa, FL 33680-1825
 (813) 826-8102 Ph.

Date Friday, December 01, 2017 Job No VBOR-41829 Ticket No 150775
 PO # (Req): 212086 Terms: Net Due Upon Receipt
 Salesperson Hogan, Wayne Phone (561) 345-1872
 Customer MICHEL'S CORPORATION Phone (920) 583-3132
 Address P.O. BOX 128 City, State Zip BROWNSVILLE, WI 53008-0128

Job Site KEYS TRANSMISSION Phone _____
 Address 151 Overseas Hwy City, State Zip Key West, FL 33040
 Directions _____
 Alt Phone _____
 Report To _____ CP _____ WP _____ E-Mail _____
 Ordered By Tyler Radl CP (920) 539-9342 WP _____ E-Mail tradi@michels.us

Work Description set 1 - transmission pole and leave crane at lay down yard.

Comments Load 180-G onto barge at 101 Harbor St F Pierce 12/01
Unload at 6801 Shrimp Rd 11/27 8am.
Dismantle 110ton at job site.
Load all crane parts on to trucks
Take crane to 6801 Shrimp Rd, Stock Island.
Assemble crane on barge.

Equipment All Terrai 200 Ton All Terrain TC173

Employees Operator - AYVAZ, ARTHUR

Equip Required 180-G
28,680lbs ctw
1 - lowboy
4 - flatbeds
2 - riggers
1 - foreman
1 - operator

Have Signed At
 Start of Job

The following terms and conditions governing this rental are understood and agreed to :

Signer's Name Sims op

Sims op

Date 12/01/2017 9:57 AM

By _____

Authorized Signature

Sims Crane & Equipment
 PO Box 11825
 Tampa, FL 33680-1825
 (813) 628-8102 Ph.

Date Friday, December 01, 2017 Job No VBOR-41829 Ticket No 150775

Time Left Yard 9:27 AM Time Left Job 4:33 PM

Time Arrived Job 9:57 AM Time Arrived Yard 5:00 PM

Signer's Name

The above hours are verified to be correct

☐ Worked Through Lunch

Signer's Name Sims op

G. insupps

Date 12/01/2017 4:32 PM

By _____

Authorized Signature

Ticket
 Comments _____

Sims Crane & Equipment
 PO Box 11825
 Tampa, FL 33680-1825
 (813) 628-8102 Ph.

Date Tuesday, December 05, 2017 Job No VBOR-41929 Ticket No 151563

PO # (Req): 212086 Terms: Net Due Upon Receipt
 Salesperson Hogan, Wayne Phone (561) 345-1672
 Customer MICHELS CORPORATION Phone (920) 583-3132
 Address P.O. BOX 128 City, State Zip BROWNSVILLE, WI 53008-0128

Job Site KEYS TRANSMISSION Phone _____
 Address 151 Overseas Hwy City, State Zip Key West, FL 33040

Directions _____
 Alt Phone _____
 Report To _____ CP _____ WP _____ E-Mail _____
 Ordered By Tyler Radl CP (920) 539-8342 WP _____ E-Mail tradi@michels.us

Work Description set 1 - transmission pole and leave crane at lay down yard.

Comments Load 160-G onto barge at 101 Harbor St F Pierce 12/01
Unload at 6801 Shrimp Rd 12/06 8am.
Dismantle 110ton at job site.
Load all crane parts on to trucks
Take crane to 6801 Shrimp Rd, Stock Island.
Assemble crane on barge.

Equipment All Terrai 200 Ton All Terrain TC173

Employees Operator - HYATT, MARCUS W

Equip 160-G
 Required 28,680lbs ctw
1 - lowboy
4 - flatbeds
2 - riggers
1 - foreman
1 - operator

Have Signed At
 Start of Job

The following terms and conditions governing this rental are understood and agreed to :

Signer's Name Sims

Date 12/05/2017 11:00 AM

By 

Authorized Signature

Sims Crane & Equipment
PO Box 11825
Tampa, FL 33680-1825
(813) 626-8102 Ph.

Date Tuesday, December 05, 2017 Job No VBOR-41929 Ticket No 151583
Time Left Yard 10:57 AM Time Left Job 4:57 PM
Time Arrived Job 11:00 AM Time Arrived Yard 4:57 PM

Signer's Name

The above hours are verified to be correct

☐ Worked Through Lunch

Signer's Name Sims

Date 12/05/2017 4:57 PM

By

Sims
Authorized Signature

Ticket
Comments

Sims Crane & Equipment
 PO Box 11825
 Tampa, FL 33680-1825
 (813) 628-8102 Ph.

Date Wednesday, December 06, 2017 Job No VBOR-41928 Ticket No 151772

PO # (Req): 212086 Terms: Net Due Upon Receipt
 Salesperson Hogan, Wayne Phone (581) 345-1672
 Customer MICHELS CORPORATION Phone (920) 583-3132
 Address P.O. BOX 128 City, State Zip BROWNSVILLE, WI 53006-0128

Job Site KEYS TRANSMISSION Phone _____
 Address 151 Overseas Hwy City, State Zip Key West, FL 33040

Directions _____

Alt Phone _____

Report To _____ CP _____ WP _____ E-Mail _____

Ordered By Tyler Radl CP (920) 539-9342 WP _____ E-Mail tradr@michels.us

Work Description set 1 - transmission pole and leave crane at lay down yard.

Comments Load 160-G onto barge at 101 Harbor St F Pierce 12/01
Unload at 6801 Shrimp Rd 12/06 8am.
Dismantle 110ton at job site.
Load all crane parts on to trucks
Take crane to 6801 Shrimp Rd, Stock Island.
Assemble crane on barge.

Equipment All Terrai 200 Ton All Terrain TC173

Employees Operator - HYATT, MARCUS W

Equip Required 160-G
28,660lbs ctw
1 - lowboy
4 - flatbeds
2 - riggers
1 - foreman
1 - operator

Have Signed At
 Start of Job

The following terms and conditions governing this rental are understood and agreed to :

Signer's Name Sims

Date 12/07/2017 7:06 AM

By 

Authorized Signature

Sims Crane & Equipment
PO Box 11825
Tampa, FL 33680-1825
(813) 828-8102 Ph.

Date Wednesday, December 06, 2017 Job No VBOR-41829 Ticket No 151772

Time Left Yard 7:00 AM Time Left Job 10:24 PM

Time Arrived Job 7:05 AM Time Arrived Yard 10:24 PM

Signer's Name

The above hours are verified to be correct

☒ Worked Through Lunch

Signer's Name Sims

Date 12/07/2017 7:06 AM

By Sims

Authorized Signature

Ticket
Comments

Sims Crane & Equipment
 PO Box 11825
 Tampa, FL 33680-1825
 (813) 626-8102 Ph.

Date Tuesday, December 19, 2017 Job No VBOR-41829 Ticket No 154832

PO #(Req): 212086 Terms: Net Due Upon Receipt
 Salesperson Hogan, Wayne Phone (581) 345-1672
 Customer MICHELS CORPORATION Phone (920) 583-3132
 Address P.O. BOX 128 City, State Zip BROWNSVILLE, WI 53008-0128

Job Site KEYS TRANSMISSION Phone _____
 Address 151 Overseas Hwy City, State Zip Key West, FL 33040

Directions _____

Alt Phone _____

Report To _____ CP _____ WP _____ E-Mail _____

Ordered By Tyler Radl CP (920) 539-9342 WP _____ E-Mail tradr@michels.us

Work Description set 1 - transmission pole and leave crane at lay down yard.

Comments Load 160-G onto barge at 101 Harbor St F Pierce 12/01
Unload at 6801 Shrimp Rd 12/06 8am.
Dismantle 110ton at job site.
Load all crane parts on to trucks
Take crane to 6801 Shrimp Rd, Stock Island.
Assemble crane on barge.

Equipment All Terrai 200 Ton All Terrain TC173

Employees Operator - QUAIL, LLOYD

Equip Required 160-G
28,680lbs ctw
1 - lowboy
4 - flatbeds
2 - riggers
1 - foreman
1 - operator

Have Signed At
 Start of Job

The following terms and conditions governing this rental are understood and agreed to :

Signer's Name sims cp

Date 12/19/2017 5:00 PM

By

SIMS CP

Authorized Signature

Sims Crane & Equipment
PO Box 11825
Tampa, FL 33680-1825
(813) 626-8102 Ph.

Date Tuesday, December 19, 2017 Job No VBOR-41929 Ticket No 154832
Time Left Yard 8:00 AM Time Left Job 5:01 PM
Time Arrived Job 8:30 AM Time Arrived Yard 5:33 PM

Signer's Name

The above hours are verified to be correct

☐ Worked Through Lunch

Signer's Name sims op

Date 12/19/2017 5:01 PM

By



Authorized Signature

Ticket
Comments

080 0075510-1004 0



INVOICE

Page 1 of 2

Reviewed by Rental
MICHELS\kdobbert 10/26/2017

Customer ID:

19-05732-43006

Customer Name:

MICHELS CORPORATION

Service Period:

10/01/17-10/15/17

Invoice Date:

10/16/2017

Invoice Number:

9153277-1098-3

How To Contact UsVisit **wm.com**

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Customer Service:
(866) 690-1112

Your Payment is Due**11/15/2017**

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due**\$205.00**

See Reverse for Important Messages

| Previous Balance | Payments | Adjustments | Current Charges | Total Due |
|------------------|----------|-------------|-----------------|-----------|
| 0.00 | 0.00 | 0.00 | 205.00 | 205.00 |

Details for Service Location:
Michels Corporation, 111 Overseas Hwy, Rockland Key FL 33040

Customer ID: 19-05732-43006

PO#: R211364JS

| Description | Date | Ticket | Quantity | Amount |
|-------------------------|----------|--------|----------|--------|
| Delivery 20 yd open top | 10/02/17 | 275556 | 1.00 | 200.00 |
| Ticket Total | | | | 200.00 |
| Administrative charge | | | | 5.00 |
| Total Current Charges | | | | 205.00 |

3<

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WASTE MANAGEMENT INC. OF FLORIDA
PO BOX 42930
PHOENIX, AZ 85080

(866) 690-1112
(305) 296-8297
(305) 296-8175 FAX

| Invoice Date | Invoice Number | Customer ID |
|-------------------------|----------------|----------------|
| 10/16/2017 | 9153277-1098-3 | 19-05732-43006 |
| Payment Terms | Total Due | Amount |
| Total Due by 11/15/2017 | \$205.00 | |

109800019057324300609153277000000205000000020500 9

014642001MB 0.420 **AUIC T40 7292 53006-012828 -C01-P46576-11

10290079

MICHELS CORPORATION
PO BOX 128
BROWNSVILLE WI 53008-0128



WASTE MANAGEMENT INC. OF FLORIDA
PO BOX 105483
ATLANTA, GA 30348-5453

THINK GREEN:



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GSM, CYMAG, 100g, 5



INVOICE

Page 1 of 2

Reviewed by Rental
MICHELS\kdobbert12/8/2017

Customer ID:

19-05732-43006

Customer Name:

MICHELS CORPORATION

Service Period:

10/16/17-10/31/17

Invoice Date:

11/01/2017

Invoice Number:

9153956-1098-2

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Customer Service:
(866) 690-1112

Your Payment Is Due

12/01/2017

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$910.00

See Reverse for Important Messages

| Previous Balance | Payments | Adjustments | Current Charges | Total Due |
|------------------|----------|-------------|-----------------|-----------|
| 205.00 | 0.00 | 0.00 | 705.00 | 910.00 |

Details for Service Location:
Michels Corporation, 111 Overseas Hwy, Rockland Key FL 33040

Customer ID: 19-05732-43006

POR: R211364JS

| Description | Date | Ticket | Quantity | Amount |
|------------------------------|----------|--------|----------|---------------|
| 20 Yd flat rolloff | 10/19/17 | 317146 | 1.00 | 700.00 |
| Ticket Total | | | | 700.00 |
| Administrative charge | | | | 5.00 |
| Total Current Charges | | | | 705.00 |



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WASTE MANAGEMENT INC OF FLORIDA
PO BOX 42930
PHOENIX, AZ 85080

(866) 690-1112
(305) 296-8297
(305) 296-8175 FAX

| Invoice Date | Invoice Number | Customer ID (include with your payment) |
|-------------------------|----------------|--|
| 11/01/2017 | 9153956-1098-2 | 19-05732-43006 |
| Payment Terms | Total Due | Amount |
| Total Due by 12/01/2017 | \$910.00 | |

109800019057324300609153956000000705000000091000 8

007513 01 AR 0.400 **AUTO 15 0 7305 53006-012828 -C01-12/8/10-11

00290091


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PO BOX 128
BROWNSVILLE WI 53006-0128



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PO BOX 105453
ATLANTA, GA 30348-5453



980-0026504-1098-5



INVOICE

Page 1 of 2

Reviewed by Rental
MICHELS\kdobbert12/18/2017

Customer ID:

19-08556-33005

Customer Name:

MICHELS CORPORATION

Service Period:

11/01/17-11/15/17

Invoice Date:

11/16/2017

Invoice Number:

9154075-1098-0

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Customer Service:
(866) 690-1112

Your Payment Is Due

12/16/2017

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$915.13

See Reverse for Important Messages

| Previous Balance | Payments | Adjustments | Current Charges | Total Due |
|------------------|----------|-------------|-----------------|-----------|
| 205.00 | 0.00 | 0.00 | 710.13 | 915.13 |

Details for Service Location:

Michels Corporation, 155 Overseas Hwy, Rockland Key FL 33040

Customer ID: 19-08556-33005

PO# R211364JS

| Description | Date | Ticket | Quantity | Amount |
|--|----------|--------|----------|---------------|
| 20 Yd flat rolloff | 11/09/17 | 367472 | 1.00 | 700.00 |
| Ticket Total | | | | 700.00 |
| Administrative charge | | | | 5.00 |
| Late payment charge for 10/16/2017 invoice 9153285 | 11/15/17 | | | 5.13 |
| Total Current Charges | | | | 710.13 |

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PO BOX 42930
PHOENIX, AZ 85080

(866) 690-1112
(305) 295-8297
(305) 296-0175 FAX

| Invoice Date | Invoice Number | Customer ID (include with your payment) |
|-------------------------|----------------|--|
| 11/16/2017 | 9154075-1098-0 | 19-08556-33005 |
| Payment Terms | Total Due | Amount |
| Total Due by 12/16/2017 | \$915.13 | |



1098000190855633005091540750000007101300000091513 7

0130009 01 A18 0.430 **AUTO 11 0 7325 53006-012828 -C01-P10149-11

10290078



MICHELS CORPORATION
PO BOX 128
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Page 1 of 2

Customer ID:

19-05732-43006

Customer Name:

MICHELS CORPORATION

Service Period:

11/16/17-11/30/17

Invoice Date:

12/01/2017

Invoice Number:

9154662-1098-5

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MICHELSiddobbert12/27/2017

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Customer Service:
(866) 690-1112

Your Payment Is Due

12/31/2017

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

~~\$1,410.00~~

See Reverse for Important Messages

| Previous Balance | Payments | Adjustments | Current Charges | Total Due |
|------------------|----------|-------------|-----------------|---------------------|
| 910.00 | (205.00) | 0.00 | 705.00 | 1,410.00 |

Details for Service Location:

Michels Corporation, 111 Overseas Hwy, Rockland Key FL 33040

Customer ID: 19-05732-43006

PO#: R211364JS

| Description | Date | Ticket | Quantity | Amount |
|-----------------------|----------|--------|----------|--------|
| Inactivity charge | 11/30/17 | M56098 | 1.00 | 700.00 |
| Mip: 11/01-11/30/17 | | | | 0.00 |
| Ticket Total | | | | 700.00 |
| Administrative charge | | | | 5.00 |
| Total Current Charges | | | | 705.00 |

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PHOENIX, AZ 85080

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(305) 296-8297
(305) 296-8175 FAX

| Invoice Date | Invoice Number | Customer ID (include with your payment) |
|-------------------------|----------------|--|
| 12/01/2017 | 9154662-1098-5 | 19-05732-43006 |
| Payment Terms | Total Due | Amount |
| Total Due by 12/31/2017 | \$1,410.00 | |

1098000190573243006091546620000007050000000141000 1

0126147 01 48 0 420 **AUTO 17 0 7136 51004-012878 401-P2617341



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ATLANTA, GA 30348-5453

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980-0028594-1098-5



INVOICE

Page 1 of 2

Customer ID:

19-05954-63002

Customer Name:

MICHELS CORPORATION

Service Period:

10/01/17-10/31/17

Invoice Date:

11/01/2017

Invoice Number:

8935601-1098-1

Reviewed by Rental
MICHELSkdobbert11/7/2017

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Customer Service:
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Your Payment Is Due

Dec 01, 2017

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,034.96

If payment is received after
12/01/2017: \$ 1,060.83

See Reverse for Important Messages

| Previous Balance | Payments | Adjustments | Current Charges | Total Due |
|------------------|----------|-------------|-----------------|-----------|
| 0.00 | 0.00 | 0.00 | 1,034.96 | 1,034.96 |

Details for Service Location:
Michels Corporation, 111 Us Highway 1, Key West FL 33040-5460

Customer ID: 19-05954-63002

79373

| Description | Date | Ticket | Quantity | Amount |
|--|----------|--------|----------|----------|
| Port-o-let delivery de:2-pou | 10/02/17 | 947705 | 1.00 | 95.00 |
| Ticket Total | | | | 95.00 |
| Port-o-let delivery de:2-pou | 10/02/17 | 947707 | 1.00 | 95.00 |
| Ticket Total | | | | 95.00 |
| Prorated port-o-let pl2 proration | 10/02/17 | | 1.00 | (8.39) |
| Prorated port-o-let credit svc chng 10/07/2017 | 10/07/17 | | 1.00 | (123.87) |
| Port-o-let service 2x week | 10/01/17 | | 5.00 | 600.00 |
| Port-o-let holding tank 1x week | 10/01/17 | | 1.00 | 300.00 |
| Administrative charge | | | | 5.00 |
| R 6% & max rate cly 1.50% Tax | | | | 72.22 |
| Total Current Charges | | | | 1,034.96 |

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PHOENIX, AZ 85080

(866) 690-1112
(305) 296-8297
(305) 296-8175 FAX

| Invoice Date | Invoice Number | Customer ID |
|------------------------------|----------------|----------------|
| 11/01/2017 | 8935601-1098-1 | 19-05954-63002 |
| Payment Terms | Total Due | Amount |
| Total Due by 12/01/2017 | \$1,034.96 | |
| If Received after 12/01/2017 | \$1,060.83 | |

1098000190595463002089356010000010349600000103496 3

0146419 01 AIB 0.420 **AU10 140 7292 53006-012828 -C01-P46575-11

10290075



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Reviewed by Rental
MICHELS\kdobbert11/13/2017

Customer ID:

19-05968-23005

Customer Name:

MICHELS CORPORATION

Service Period:

11/01/17-11/30/17

Invoice Date:

11/01/2017

Invoice Number:

9153794-1098-7

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Customer Service:
(866) 690-1112

Your Payment Is Due

Dec 01, 2017

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,122.12

If payment is received after
12/01/2017: \$ 1,150.17

See Reverse for Important Messages

| Previous Balance | Payments | Adjustments | Current Charges | Total Due |
|------------------|----------|-------------|-----------------|-----------|
| 0.00 | 0.00 | 0.00 | 1,122.12 | 1,122.12 |

Details for Service Location:

Michels Corporation, 111 Us Highway 1, E Rockland Key FL 33040-5460

Customer ID: 19-05968-23005

PO#: R211364J5

| Description | Date | Quantity | Amount |
|---|----------|----------|-----------------|
| Prorated disposal Bd1 proration | 10/02/17 | 1.00 | 314.05 |
| Prorated service Bf1 proration | 10/02/17 | 1.00 | 237.81 |
| Disposal 8 yard dumpster 1x week disposal | 11/01/17 | 1.00 | 324.52 |
| 8 Yard dumpster 1x week | 11/01/17 | 1.00 | 245.74 |
| Total Current Charges | | | 1,122.12 |

Please detach and send the lower portion with payment --- (no cash or staples) ---



WASTE MANAGEMENT INC. OF FLORIDA
PO BOX 42930
PHOENIX, AZ 85080

(866) 690-1112
(305) 296-R297
(305) 296-8175 FAX

| Invoice Date | Invoice Number | Customer ID |
|------------------------------|----------------|----------------|
| 11/01/2017 | 9153794-1098-7 | 19-05968-23005 |
| Payment Terms | Total Due | Amount |
| Total Due by 12/01/2017 | \$1,122.12 | |
| If Received after 12/01/2017 | \$1,150.17 | |

1098000190596823005091537940000011221200000112212 9

0127077 01 AHS 0.420 **AU10 140 7297 5306-012828 -C01-P2721441

10290077

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Reviewed by Rental **MICHEL'Skdobbert12/27/2017**

Customer ID:
Customer Name:
Service Period:
Invoice Date:
Invoice Number:

19-05954-63002
MICHEL'S CORPORATION
11/01/17-11/30/17
12/01/2017
8935721-1098-7

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Customer Service:
(866) 690-1112

Your Payment Is Due

Dec 31, 2017

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

~~\$2,007.84~~

If payment is received after 12/31/2017: **\$ 2,083.91**

See Reverse for Important Messages

| Previous Balance | Payments | Adjustments | Current Charges | Total Due |
|------------------|----------|-------------|-----------------|---------------------|
| 1,034.96 | 0.00 | 0.00 | 972.88 | 2,007.84 |

Details for Service Location:
Michels Corporation, 111 Us Highway 1, Key West FL 33040-5460

Customer ID: **19-05954-63002**

PO#: **R211364JS**

| Description | Date | Ticket | Quantity | Amount |
|---------------------------------|----------|--------|----------|---------------|
| Port-o-let service 2x week | 11/01/17 | | 5.00 | 600.00 |
| Port-o-let holding tank 1x week | 11/01/17 | | 1.00 | 300.00 |
| Administrative charge | | | | 5.00 |
| FL 6% & Monroe cty 1.50% Tax | | | | 67.88 |
| Total Current Charges | | | | 972.88 |

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WASTE MANAGEMENT INC. OF FLORIDA
PO BOX 42930
PHOENIX, AZ 85060

(866) 690-1112
(305) 296-8297
(305) 296-8175 FAX

| Invoice Date | Invoice Number | Customer ID (include with your payment) |
|------------------------------|----------------|--|
| 12/01/2017 | 8935721-1098-7 | 19-05954-63002 |
| Payment Terms | Total Due | Amount |
| Total Due by 12/31/2017 | \$2,007.84 | |
| If Received after 12/31/2017 | \$2,083.91 | |

1098000190595463002089357210000009728800000200784 6

0078612 01 A8 0.400 **AUIC 14 0 7319 53006-012828 <01-97869041
MICHEL'S CORPORATION
PO BOX 128
BROWNSVILLE WI 53006-0128

10790C82

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PO BOX 105453
ATLANTA, GA 30348-5453

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810100100000-1098-7



INVOICE

Page 1 of 2

Reviewed by Rental
MICHELSkdobbert12/27/2017

Customer ID:
Customer Name:
Service Period:
Invoice Date:
Invoice Number:

19-05968-23005
MICHELS CORPORATION
12/01/17-12/31/17
12/01/2017
9154593-1098-2

How To Contact Us

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Customer Service:
(866) 690-1112

Your Payment Is Due

Dec 31, 2017

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,692.38

If payment is received after 12/31/2017: \$ 1,762.74

See Reverse for Important Messages

| Previous Balance | Payments | Adjustments | Current Charges | Total Due |
|------------------|----------|-------------|-----------------|-----------|
| 1,122.12 | 0.00 | 0.00 | 570.26 | 1,692.38 |

Details for Service Location:
Michels Corporation, 111 Us Highway 1, E Rockland Key FL 33040-5460

Customer ID: 19-05968-23005

PO# R211364JS

| Description | Date | Quantity | Amount |
|---|----------|----------|---------------|
| Disposal 8 yard dumpster 1x week disposal | 12/01/17 | 1.00 | 324.52 |
| 8 Yard dumpster 1x week | 12/01/17 | 1.00 | 245.74 |
| Total Current Charges | | | 570.26 |

----- Please detach and send the lower portion with payment ----- (no cash or staples) -----



WASTE MANAGEMENT INC. OF FLORIDA
PO BOX 42930
PHOENIX, AZ 85090

(866) 690-1112
(305) 296-8297
(305) 296-8175 FAX

| Invoice Date | Invoice Number | Customer ID (Include with your payment) |
|------------------------------|----------------|--|
| 12/01/2017 | 9154593-1098-2 | 19-05968-23005 |
| Payment Terms | Total Due | Amount |
| Total Due by 12/31/2017 | \$1,692.38 | |
| If Received after 12/31/2017 | \$1,762.74 | |



1098000190596823005091545930000005702600000169238 4

0083252 01 A8 0.420 **AUTO 10 0 7326 53006-012828 -C01-P8533741

R0290C84

MICHELS CORPORATION
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Sims CRANE & EQUIPMENT

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MICHELS CORPORATION
P.O. BOX 128
BROWNSVILLE, WI 53006-0128

Invoice 62195

Invoice Date: Tuesday, October 10, 2017
Customer: 5795
Job No: TMOR-38615
Salesperson: Thomas Baldree
Ordered By: Tyler Radl

Job Site :
KEYS TRANSMISSION
151 Overseas Hwy
Key West, FL 33040

Terms: Net Due Upon Receipt

Customer P.O. No: R 211386 JS
Customer Phone: (820) 583-3132
Work Performed: supply crane for barge work.

| Date | Description | Unit No | Qty Unit Meas | Rate | Extension |
|---------------------------|---|---------|----------------|---------------|-------------|
| 10/8/2017 to 11/4/2017 | 110 Ton Crawler Crane Bare Rental Monthly | C052 | 1.00 Month-4 w | \$28,140.00 T | \$28,140.00 |
| | Mobilization | | 1.00 Each | \$22,500.00 T | \$22,500.00 |
| | De-Mobilization As long as conditions for travel remain as they currently are | | 1.00 Each | \$22,500.00 T | \$22,500.00 |
| | Regulatory Compliance Fee | | | 7.00% T | \$5,119.80 |

T=Taxable Taxable Amount: \$5,000.00
Taxable Amount: \$78,259.80

Subtotal: \$78,259.80
County Tax, Monroe: \$75.00
State Tax, FL: \$4,695.59
Total Invoice: \$83,030.39

billed @ \$80,000

Due to escalating costs it has become necessary for Sims Crane to attach a 7% Regulatory compliance Surcharge on all Rentals.

WE SEND NOTICE TO OWNER ON ALL INVOICES.

**TAMPA-ORLANDO-MULBERRY-VERO BEACH-MIAMI-FT MYERS-JACKSONVILLE-OCALA-
WEST PALM BEACH-SPACECOAST-TALLAHASSEE**

Storm / Emergency Work Additional Costs & Clarifications

- **Labor and Equipment**
 - While Michels Power crews are in route to or from the Keys Energy area, Keys Energy shall pay mobilization and demobilization for all equipment and labor based on the provided rates.
 - Minimum rate of time and one half
 - Double time applies
 1. After 16 hours of continuous work
 2. Holidays and Sundays
 3. Hours worked after a break of less than 8 hours
- **Meals**
 - All meals not provided by or paid for directly by Keys Energy will be billed at a rate of \$15.00 each, every 6 hours.
- **Lodging**
 - Lodging provided by Michels Power including during mobilization, demobilization and DOT mandated rest time at the end of the emergency will billed at cost plus 5% to cover administrative costs. Keys Energy may at its option provide lodging.
- **Materials and Miscellaneous Expenses**
 - Expenses for materials or miscellaneous items incurred by Michels Power including any tolls will be reimbursed by Keys Energy at cost plus 5% percent to cover administrative costs.
- **Additional Staff**
 - Superintendent billed at actual hours worked
 - One per 12 crews
 - General Forman billed at actual hours worked
 - One per 3 crews
 - Mechanic billed at actual hours worked
 - One per 12 crews
 - Safety Coordinator billed at actual hours worked
 - One per 12 crews
 - Storm Coordinators billed at actual hours worked
 - One per 12 crews



March 11, 2016

Dale Finigan
Keys Energy Services
6900 Front Street Extended
Key West, FL 33040

Re: Proposal for Additional Work and Storm/Emergency Work

Dear Dale:

Michels' proposal as it relates to additional work performed above the units in the proposal. These proposed labor rates would replace line items 859 & 860 in the RFP.

| | |
|--|-----------|
| Hourly rate per-man while performing additional work connected to a pole unit Monday - Friday. This hourly rate includes standard distribution equipment, overhead, profit, & insurance. | \$ 104.78 |
| Hourly rate per-man while performing additional work connected to a pole unit Saturday, Sunday or *after hours Monday - Friday when requested by Keys to accommodate customer needs. This hourly rate includes all vehicles overhead, profit, & insurance. | \$ 133.37 |
| Hourly rate per-man while performing additional work NOT associated to a pole unit up to 50 hours per week. This hourly rate includes **standard distribution equipment, overhead, profit, & insurance. | \$ 117.86 |
| Hourly rate per-man while performing additional work NOT associated to a pole unit Saturdays, Sundays or after hours Monday - Friday when requested by Keys to accommodate customer needs. This hourly rate includes **standard distribution equipment, overhead, profit, & insurance. | \$ 145.68 |
| *after hours is between 6pm and 6am | |
| **standard distribution equipment includes - pickup, distribution size digger & bucket and a pole trailer. Any other equipment will be invoiced at the hourly rate. | |



Storm/Emergency Work we are submitting 2 letters of Labor Rates, one for crews working on property and a second for crews coming from other locations. The equipment rates would apply for both.

Sincerely,
MICHELS POWER

A handwritten signature in blue ink, appearing to read "Mark Harasha".

Mark Harasha
Senior Vice President



MICHEL'S POWER

1775 East Shady Lane • Menasha, WI 54956 • Phone 920.720.5200 • Fax 920.720.5214
9433 Dowcor Lane SW • Tumwater, WA 98512 • Ph 360.236.0472 • Fax 360.236.0478
7435 Allentown Blvd • Harrisburg, PA 17112 • Phone 717.652.7179 • Fax 717.652.7458
208 Longbranch Rd, Suite 300 • Syracuse, NY 13209 • Phone 315.451.1916 • Fax 315.451.1916

February 18, 2016 Labor Rates

Keys Energy Services
6900 Front Street Extended
Key West, Florida 33040

Attn: Susan Ham
Storm / Emergency Work - Local Crews

February 1, 2016 to December 31, 2017

Below please find our labor rates for the specified Local and Time Period. These rates include payroll, taxes, and insurances, including workmen's compensation, bodily injury, property damage, and Federal and State Unemployment. They also include Social Security, Medicare, and all Union benefits including Lineco, National Electrical Benefit Fund, and National Electrical Annuity Plan, or similar benefit plans. Per diem not included in rates.

| Classification | Time & One Half Per Hour | Double Time Per Hour |
|---|-----------------------------|-------------------------|
| SUPERINTENDENT | 163.52 | 212.48 |
| MECHANIC | 112.99 | 146.18 |
| STORM COORDINATOR | 112.99 | 146.18 |
| SAFETY COORDINATOR | 92.99 | 119.93 |
| GENERAL FOREMAN | 127.73 | 165.52 |
| FOREMAN | 122.46 | 158.61 |
| JOURNEYMAN | 111.94 | 144.80 |
| HEAVY EQUIPMENT OPERATOR | 111.94 | 144.80 |
| OPERATOR | 90.89 | 117.17 |
| CABLE SPLICER | 117.20 | 151.70 |
| GROUNDMAN/TRUCK DRIVER (OVER 1000 HOURS) | 66.67 | 85.40 |
| GROUNDMAN/TRUCK DRIVER (UNDER 1000 HOURS) | 57.20 | 72.97 |
| APPRENTICE 1ST | 69.83 | 89.55 |
| APPRENTICE 2ND | 75.10 | 96.45 |
| APPRENTICE 3RD | 80.36 | 103.36 |
| APPRENTICE 4TH | 85.62 | 110.27 |
| APPRENTICE 5TH | 90.89 | 117.17 |
| APPRENTICE 6TH | 96.15 | 124.08 |
| APPRENTICE 7TH | 101.41 | 130.98 |

We appreciate the opportunity to submit our rates and look forward to working with you.

Respectfully submitted,

Mark Harasha
Senior Vice President
Michels Power
A Division of Michels Corporation



MICHELS POWER

1775 East Shady Lane • Neenah, WI 54956 • Phone 920.720.5200 • Fax 920.720.5214
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Equipment Rates

With Fuel

February 1, 2016 to December 31, 2017

Customer Name: Keys Energy Services
 Address: 6900 Front Street Extended
 City, State, Zip: Key West, Florida 33040
 Contact Person: Susan Ham
 Project Name: Equipment Rates

| Description | Hourly Rate |
|--|-------------|
| UTILITY/FLATBED/DUMP TRUCK | 25.73 |
| TANDEM/DUMP TRUCK | 39.22 |
| SMALL PICKUP (0.5 TON) | 16.22 |
| MEDIUM PICKUP (0.75 TON) | 20.24 |
| LARGE PICKUP (1 TON) | 21.09 |
| VAN | 12.53 |
| BUCKET TRUCK < 48 | 31.14 |
| BUCKET TRUCK - 48-60R | 41.48 |
| BUCKET TRUCK 6X6-70FT+ | 44.73 |
| BUCKET TRUCK 6X6-93FT+ | 83.97 |
| BUCKET TRUCK BAREHAND 93-105 FT | 114.88 |
| BUCKET TRUCK BAREHAND 106FT | 122.78 |
| DIGGER DERRICK | 44.81 |
| DIGGER DERRICK 60-70 FT | 56.18 |
| DIGGER DERRICK 80 FT | 84.49 |
| DIGGER DERRICK - BACKYARD | 31.29 |
| DRUM PULLER - SINGLE OH OR URD | 47.83 |
| PULLER - 4 DRUM DISTRIBUTION | 49.29 |
| PULLER - 4 DRUM TRANSMISSION | 98.97 |
| PULLER - V GROOVE | 83.80 |
| WIRE RACK ONE POSITION | 4.63 |
| WIRE RACK TWO POSITION | 4.83 |
| WIRE RACK THREE POSITION | 9.20 |
| WIRE RACK THREE POSITION W/HYD TAKE UP | 17.90 |
| HARDLINE PULLER SINGLE 10K-15K | 107.43 |
| HARDLINE PULLER SINGLE 20K-30K | 214.49 |
| HARDLINE 3 DRUM PULLER - TRANSMISSION | 209.58 |
| TENSIONER DISTRIBUTION | 20.67 |
| TENSIONER SINGLE TRANSMISSION | 38.24 |
| TENSIONER TRANSMISSION STATIC/OPGW | 20.67 |
| TENSIONER 3 BUNDLE TRANSMISSION | 207.43 |
| SLEEVING TRUCK TRANSMISSION | 72.80 |
| SAG CAT | 117.89 |

| <u>Description</u> | <u>Hourly Rate</u> |
|---|--------------------|
| TRACK DUMP TRUCK - 600 TO 800 | 28.17 |
| TRACK DUMP TRUCK - 1500 | 49.31 |
| TRACK DUMP TRUCK - 2200 | 69.73 |
| TRACK DUMP TRUCK - 3300 | 92.62 |
| TRACK DIGGER DERRICK W/BUCKET 1500 | 80.23 |
| TRACK DIGGER DERRICK W/BUCKET 3300 | 102.58 |
| TRACK BUCKET 100' | 174.15 |
| TRACK SWAMP MASTER | 64.83 |
| CRANE - TRK MOUNTED 10 - 20 TON | 38.32 |
| CRANE-TRK MOUNTED 21 - 38 TON | 66.59 |
| CRANE-TRK MOUNTED 39 - 45 TON | 96.56 |
| CRANE-TRK MOUNTED W/ ENERGIZED ARM | 100.39 |
| RT CRANE - 10 - 35 TON | 71.50 |
| RT CRANE - 36 - 45 TON | 70.05 |
| RT CRANE - 46 - 65 TON | 92.44 |
| RT CRANE - 66 - 90 TON | 120.73 |
| RT CRANE - 130 TON | 205.18 |
| CRAWLER CRANE-40/50TON | 62.30 |
| MINI BACKHOE/EXCAVATOR | 21.61 |
| 12/18MT EXCAVATOR | 60.77 |
| 20/24MT EXCAVATOR | 87.72 |
| 40/49MT EXCAVATOR | 145.49 |
| RUBBER TIRED EXCAVATOR | 85.67 |
| SKID LOADER | 34.59 |
| BACKHOE | 34.33 |
| BACKHOE WITH HAMMER | 40.62 |
| SMALL UTILITY TRACTOR | 13.75 |
| DIESEL TRACTOR | 61.13 |
| DIESEL TRACTOR W/CRANE OR POLE LOADER | 53.62 |
| TRAILER (POLE DISTRIBUTION, FRAMING, COMBO) | 4.92 |
| TRAILER (WELLS FARGO STYLE SMALL JOB TRAILER) | 5.48 |
| TRAILER (2 OR 3 AXEL BACK HOE STYLE) | 7.62 |
| TRAILER (POLE TRANSMISSION) | 9.27 |
| TRAILER (SEMI - VAN AND STEP DECK) | 8.80 |
| TRAILER (LOWBOYS) | 36.23 |
| TRAILER (HOT STICK DISTRIBUTION) | 9.27 |
| TRAILER (HOT STICK TRANSMISSION 69KV-138KV) | 11.50 |
| TRAILER (HOT STICK TRANSMISSION 230KV-345KV) | 15.81 |
| TRAILER (URD SPLICE / TERM) | 9.78 |
| JD 450 | 33.05 |
| CAT D5 DOZER | 51.96 |
| CAT D6 DOZER | 77.73 |
| CAT D7 DOZER | 93.86 |
| CAT D8 DOZER | 152.94 |
| MEDIUM KNUCKLEBOOM FLATBED-BRIDGETRUCK | 21.99 |
| LARGE KNUCKLEBOOM FLATBED | 38.36 |
| SCISSORS/MAN LIFT | 9.35 |
| TELESCOPIC FORKLIFT | 29.78 |
| TELESCOPIC MANLIFT - 40-70 FT | 40.00 |
| TELESCOPIC MANLIFT - Over 70FT | 67.51 |

| <u>Description</u> | <u>Hourly Rate</u> |
|-------------------------------------|--------------------|
| FUEL TRUCK - SMALL | 27.24 |
| FUEL TRUCK - LARGE | 66.32 |
| WOOD MATS 8" 4'X16-18' | 0.83 |
| COMPOSITE MATS | 1.17 |
| MAT RIG/GRAPPLE | 46.72 |
| WALK BEHIND TRENCHER | 8.46 |
| SMALL RT TRENCHER PLOW | 20.10 |
| MEDIUM RT TRENCHER | 31.72 |
| LARGE RT TRENCHER | 56.38 |
| VIBRATORY CABLE PLOW 0-130 HP | 38.82 |
| VIBRATORY CABLE PLOW 131-200 HP | 63.75 |
| D7 CABLE PLOW | 75.29 |
| MEDIUM LOADER | 90.48 |
| LARGE RT LOADER CAT 980 or Equal | 133.61 |
| XL LARGE RT LOADER CAT 988 or equal | 228.68 |
| COMPRESSOR 0-250 CFM | 22.31 |
| COMPRESSOR 251-800 CFM | 38.83 |
| COMPRESSOR 801-1600 CFM | 52.92 |
| PRESSURER DIGGER - TEXOMA | 84.49 |
| WATSON 1100 DRILL | 87.27 |
| WATSON 3100 DRILL | 140.43 |
| FRAC TANK | 5.25 |
| CAMEL VAC/POT HOLER | 21.10 |
| HYDRO VAC | 54.76 |
| GENERATOR 0-10KW | 7.17 |
| GENERATOR 11-50KW | 25.22 |
| GENERATOR 51-125KW | 42.10 |
| GENERATOR 126-400KW | 50.80 |
| GENERATOR 401-1000KW | 58.17 |
| GROUND POUNDER | 7.28 |
| JUMPING JACK | 4.70 |
| PLATE COMPACTOR | 2.42 |
| HYD. COMPACTOR | 5.41 |
| CLAY PLATE COMPACTOR | 6.37 |
| COMPACTOR | 7.63 |
| ATV | 13.58 |
| ATV - WITH TRACKS | 14.57 |
| ATV- 6X6 18" TRACKS | 23.12 |
| LIGHT PLANT | 6.47 |

The above equipment rates include gas, oil, insurance and maintenance on equipment. These rates are subject to applicable State Sales Tax. All equipment is charged portal to portal plus transportation cost, if any.

We appreciate the opportunity to submit our rates and look forward to working with you.



MICHELS POWER

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Exhibit A Labor Rates

Keys Energy Services

Storm / Emergency Work - Crews from out of state
February 1, 2016 to December 31, 2017

These rates include payroll, taxes, and insurances, including workmen's compensation, bodily injury, property damage, and Federal and State Unemployment. They also include Social Security, Medicare, and all Union benefits, including Linco, National Electrical Benefit Fund, and National Electrical Annuity Plan, or similar benefit plans.

| Classification | Time & One Half Per Hour | Double Time Per Hour |
|------------------------------|-----------------------------|-------------------------|
| SUPERINTENDENT | 205.32 | 269.03 |
| MECHANIC | 141.51 | 184.70 |
| STORM COORDINATOR | 141.51 | 184.70 |
| SAFETY COORDINATOR | 116.25 | 151.32 |
| GENERAL FOREMAN | 163.44 | 213.69 |
| CREW FOREMAN | 153.47 | 200.51 |
| JOURNEYMAN | 140.18 | 182.94 |
| URD 2-MAN CREW LEADER | 145.17 | 189.53 |
| HEAVY EQUIP OPERATOR W/NCCCO | 133.53 | 174.15 |
| HEAVY EQUIPMENT OPERATOR | 126.88 | 165.36 |
| EQUIPMENT OPERATOR | 113.60 | 147.81 |
| OPERATOR TRAINEE II | 106.95 | 139.02 |
| OPERATOR TRAINEE I | 100.30 | 130.24 |
| HEAVY GROUNDSMAN DRIVER | 100.30 | 130.24 |
| LIGHT GROUNDSMAN DRIVER | 93.66 | 121.45 |
| GROUNDSMAN | 80.36 | 103.88 |
| 7TH STEP APPRENTICE | 126.89 | 165.38 |
| 6TH STEP APPRENTICE | 120.24 | 156.59 |
| 5TH STEP APPRENTICE | 113.60 | 147.81 |
| 4TH STEP APPRENTICE | 106.95 | 139.02 |
| 3RD STEP APPRENTICE | 100.30 | 130.24 |
| 2ND STEP APPRENTICE | 93.66 | 121.45 |
| 1ST STEP APPRENTICE | 87.01 | 112.67 |

We appreciate the opportunity to submit our rates and look forward to working with you.

Respectfully submitted,

Senior Vice President
Michels Power
A Division of Michels Corporation



March 11, 2016

Susan Ham
Keys Energy Services
6900 Front Street Extended
Key West, FL 33040

Re: Keys Bid #16-15 Specs for Upgrade of Electrical Distribution System & Pole Replacement
Michels Bid No. 16-065

Dear Susan:

Michels is pleased to offer this proposal for labor and equipment to perform construction services related to the 2016 and 2017 electrical distribution projects #1 and #2. Revisions are detailed below in red.

Clarifications:

- Material provided by Customer shall be available at the start of construction or per the agreed upon project schedule. Any delays in the receipt of material and equipment not provided by Michels will result in additional cost and time due to schedule interruption, for which Michels shall be entitled to a change order. Exception delivery schedule of poles is Michels' responsibility.
- All necessary environmental plans will be furnished by the Customer.
- All permits, including environmental permits, shall be provided by the Customer unless otherwise indicated in Michels' proposal. Once specific environmental permits are available, Michels has the right to review/analyze such permits and negotiate any conditions that were not addressed in bid documents. Bid assumes that environmental permits will not limit the time of year during which clearing or construction can be conducted. Per Keys, "there will be no permits required for this project."
- Customer will provide Michels with copies of all applicable federal, state, and local environmental permits and plans. If requested, Customer will also provide copies of the permit applications. Per Keys, "there will be no City/County Licensing required for this project."
- Michels shall have no liability or responsibility for any hazardous or contaminated materials, including the release or disturbance of same, that Michels did not bring to the job site, including any hazardous or contaminated materials that existed in, on, under, adjacent to or about the job site prior to the start of Michels' work.
- Construction survey staking and project survey layout shall be completed by others and is not part of Michels' scope of work.



- If required due to unstable ground conditions, culvert will be installed using time and equipment rates. Culvert material will be provided by owner or purchased by contractor at cost + 10%.
- ~~Michels reserves the right to review any documents not currently provided or updated and make adjustments in the scope of work, pricing and schedule in accordance with any changes or updated documents.~~ Additional work will be invoiced using the appropriate Additional Labor unit rate.
- Poles replaced by owner prior to Michels arrival will be deducted from the pricing sheet without compensation.
- Unit cost adjustments will not occur if Michels on its own accord changes crew make-up or equipment requirements.
- Michels' project schedule assumes the guaranteed pole delivery of 20 poles per week.
- This Proposal dated March 11, 2016 shall be fully incorporated by reference into any final agreement between Customer and Michels for the work described herein.

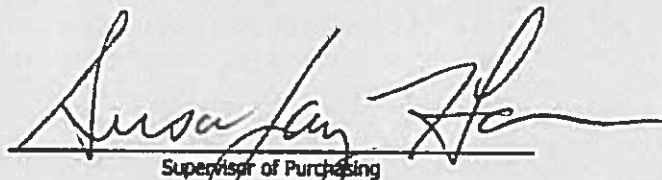
Michels Power has the experience and resources to complete your project and we look forward to working with Keys Energy Services. Please feel free to call Tyler Radl at 920-539-9342 if you have any questions regarding this Proposal and clarifications. This Proposal is valid for 120 days.

Sincerely,
MICHELS POWER

Mark Harasha
Senior Vice President

Utility Board of the City of Key West, FL
Contract Summary
2017

| | |
|------------------------------|--|
| Date: | May 15, 2017 |
| Contractor: | Michel's Corporation |
| Contract Purpose: | Emergency Assistance Contract |
| Description of Purpose: | Crew |
| Contract Number: | CONA16 |
| Utility Board Approval Date: | |
| Base Contract: | June 1, 2016 – May 31, 2017 |
| Renewal Terms: | Automatic, Unlimited One Year Renewals |
| Current Term: | June 1, 2017 – May 31, 2018 |
| Rebid Date: | |
| Cost: | Price Sheet Attached |



Supervisor of Purchasing



Originating Department Director



General Manager & CEO



MICHELS POWER

a Division of Michels Corporation

Exhibit A Labor Rates

Keys Energy Services
6900 Front Street Extended
Key West, Florida 33040

Attn: Susan Ham
Re: Storm / Emergency Work - Local Crews

June 1, 2017 to May 31, 2018

These rates include payroll, taxes, and insurances, including workmen's compensation, bodily injury, property damage, and Federal and State Unemployment. They also include Social Security, Medicare, and all Union benefits, including Linco, National Electrical Benefit Fund, and National Electrical Annuity Plan, or similar benefit plans. Per Diem is not included in the rates below and will be a separate charge if applicable.

| Classification | Straight Time Per Hour | Time & One Half Per Hour | Double Time Per Hour |
|--|---------------------------|-----------------------------|-------------------------|
| SUPERINTENDENT | 116.76 | 167.29 | 217.82 |
| MECHANIC | 81.44 | 115.70 | 149.95 |
| STORM COORDINATOR | 81.44 | 115.70 | 149.95 |
| SAFETY COORDINATOR | 67.47 | 95.28 | 123.09 |
| GENERAL FOREMAN | 91.74 | 130.75 | 169.75 |
| FOREMAN | 88.07 | 125.37 | 162.88 |
| JOURNEYMAN | 80.71 | 114.62 | 148.54 |
| HEAVY EQUIPMENT OPERATOR | 80.71 | 114.62 | 148.54 |
| OPERATOR | 66.00 | 93.13 | 120.26 |
| CABLE SPLICER | 84.39 | 120.00 | 155.61 |
| GROUNDMAN/TRUCK DRIVER (OVER 1000 HOUR | 49.07 | 68.40 | 87.74 |
| GROUNDMAN/TRUCK DRIVER (UNDER 1000 HOU | 32.04 | 58.73 | 75.01 |
| APPRENTICE 1ST | 51.28 | 71.63 | 91.98 |
| APPRENTICE 2ND | 54.96 | 77.00 | 99.05 |
| APPRENTICE 3RD | 58.64 | 82.38 | 106.12 |
| APPRENTICE 4TH | 62.32 | 87.75 | 113.19 |
| APPRENTICE 5TH | 66.00 | 93.13 | 120.26 |
| APPRENTICE 6TH | 69.67 | 98.50 | 127.33 |
| APPRENTICE 7TH | 73.35 | 103.87 | 134.40 |

We appreciate the opportunity to submit our rates and look forward to working with you.

Respectfully submitted,

Mark Harasha
Senior Vice President
Michels Power
A Division of Michels Corporation



NICHELS POWER

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Exhibit A Labor Rates

Keys Energy Services

Storm / Emergency Work - Crews from out of state
June 1, 2017 to May 31, 2018

These rates include payroll, taxes, and insurances, including workmen's compensation, bodily injury, property damage, and Federal and State Unemployment. They also include Social Security, Medicare, and all Union benefits, including Lineco, National Electrical Benefit Fund, and National Electrical Annuity Plan, or similar benefit plans.

| Classification | Time & One Half | Double Time |
|------------------------------|-----------------|-------------|
| | Per Hour | Per Hour |
| SUPERINTENDENT | 212.39 | 278.39 |
| MECHANIC | 146.35 | 191.08 |
| STORM COORDINATOR | 146.35 | 191.08 |
| SAFETY COORDINATOR | 120.20 | 156.52 |
| GENERAL FOREMAN | 169.05 | 221.09 |
| CREW FOREMAN | 158.73 | 207.45 |
| JOURNEYMAN | 144.97 | 189.26 |
| URD 2-MAN CREW LEADER | 150.13 | 196.08 |
| HEAVY EQUIP OPERATOR W/NCCCO | 138.09 | 180.16 |
| HEAVY EQUIPMENT OPERATOR | 131.20 | 171.06 |
| EQUIPMENT OPERATOR | 117.45 | 152.89 |
| OPERATOR TRAINEE II | 110.57 | 143.79 |
| OPERATOR TRAINEE I | 103.69 | 134.70 |
| HEAVY GROUNDSMAN DRIVER | 103.69 | 134.70 |
| LIGHT GROUNDSMAN DRIVER | 96.81 | 125.60 |
| GROUNDSMAN | 83.05 | 107.41 |
| 7TH STEP APPRENTICE | 131.21 | 171.08 |
| 6TH STEP APPRENTICE | 124.33 | 161.98 |
| 5TH STEP APPRENTICE | 117.45 | 152.89 |
| 4TH STEP APPRENTICE | 110.57 | 143.79 |
| 3RD STEP APPRENTICE | 103.69 | 134.70 |
| 2ND STEP APPRENTICE | 96.81 | 125.60 |
| 1ST STEP APPRENTICE | 89.93 | 116.51 |

We appreciate the opportunity to submit our rates and look forward to working with you.

Respectfully submitted,

Senior Vice President
Michels Power
A Division of Michels Corporation



MICHELS POWER

TRANSMISSION & DISTRIBUTION EMERGENCY CALLS

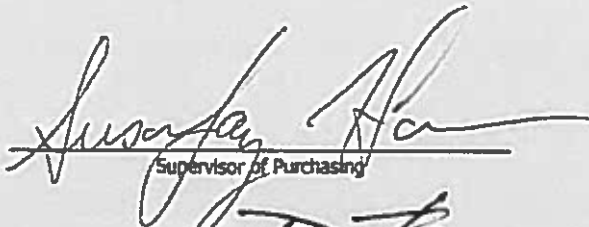
1. **Tyler Radl – Project Manager**
Cell: 920-539-9342
2. **Brian Olsen – Project Manager**
Cell: 920-539-7053
3. **Scott Chiappetta – General Manager**
Cell: 920-392-9694
4. **Leave a message at our Storm Restoration & Emergency Response general number or email shown below. You should receive a call back within 15 minutes.**

1-855-322-3922

storm@michels.us

**Utility Board of the City of Key West, FL
Contract Summary
2016**

| | |
|------------------------------|--|
| Date: | April 14, 2016 |
| Contractor: | Michel's Corporation |
| Contract Purpose: | Emergency Assistance Contract |
| Description of Purpose: | Crew |
| Contract Number: | CON A16 |
| Utility Board Approval Date: | |
| Base Contract: | June 1, 2016 – May 31, 2017 |
| Renewal Terms: | Automatic, Unlimited One Year Renewals |
| Current Term: | June 1, 2016 – May 31, 2017 |
| Rebid Date: | |
| Cost: | Price Sheet Attached |


Supervisor of Purchasing


Originating Department Director


General Manager & CEO

CONTRACT

This Contract, executed this 11 day of April, 2016 by and between the **UTILITY BOARD OF THE CITY OF KEY WEST d/b/a KEYS ENERGY SERVICES**, Key West, Florida, hereinafter called **BUYER**, and **MICHELS CORPORATION** a business operating at **1775 EAST SHADY LANE, NEENAH, WI 54956** hereinafter called **MICHELS CORPORATION**.

WITNESSETH:

That for the consideration and under the provisions hereinafter stated and referred to moving from one to the other of said parties respectively, it is mutually understood and agreed as follows:

1. That **MICHELS CORPORATION** is the a responsible bidder for supplying the requirements of **BUYER'S QUOTE, EMERGENCY STORM ASSISTANCE**.

2. **MICHELS CORPORATION** agrees to perform all aspects of this Contract in accordance with the specifications set out by the **BUYER** in its **REQUEST FOR PROPOSAL, EMERGENCY STORM ASSISTANCE** (Attached hereto and made a part hereof as Exhibit A) and **MICHELS CORPORATION** proposal of March 11, 2016 (attached hereto and made a part hereof as Exhibit B).

3. Wherever and whenever the provisions of this Document or attachments hereto conflict with **BUYER'S QUOTE, EMERGENCY STORM ASSISTANCE**, Exhibit A the provisions of the specifications for the quote, shall control.

4. On the faithful performance of this Contract by **MICHELS CORPORATION**, the **BUYER** will pay **MICHELS CORPORATION**, in accordance with the terms and conditions stated in said proposal, award, specifications, and the Contract Documents herein before specifically referred to and, by reference, made a part hereof.

5. The term of this contract shall be from the date of execution of this contract until May 31, 2017 (the "Initial Term"), and shall automatically renew ("Renewal Term") for successive one (1) year terms unless written notice of termination is given by either party to the other not less than thirty (30) days prior to the end of the then current term.

6. **MICHELS CORPORATION** agrees during Renewal Terms to submit to the buyer a Pricing Schedule and an Insurance Certificate no later than the 31st day of March of each year.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract in triplicate, the day and year first above written.

ATTEST:



Witness



KEYS ENERGY SERVICES

Lynne E. Tejada

General Manager/CEO

ATTEST:



Witness



MICHELS CORPORATION



EXHIBIT A

(Original Specifications)

President
KEYS REQUEST FOR PROPOSAL
CONTRACT FOR STORM EMERGENCY ASSISTANCE

GENERAL

Keys Energy Services, KEYS, is a municipal electric company supplying electric power to residents of Key West and the lower Florida Keys. KEYS is seeking proposals for Storm Emergency Assistance Services Agreement. The purpose of the agreement is to have a contract in place so that when the unfortunate event of a hurricane occurs; KEYS can request your services without delay.

SPECIFICATIONS

A continuing service agreement for Emergency Storm Assistance Services – Transmission and Distribution within KEYS service territory.

SCHEDULE

As need arises; notification will be made by telephone call, email, or faxed documents.

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.

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 the 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 its reasonable attorney fees and costs from the other party for all matters, including, but not limited to, appeals.

BIDDER QUALIFICATIONS

The successful bidder must be in business for at least (2) years performing requested services on commercial projects. Bidder must be licensed and insured in order to satisfactorily perform the project scope.

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. The contractor should provide KEYS with a copy of all licenses.

CONTACT REFERENCES

KEYS contact for bidding requirements and technical specifications: Supervisor of Purchasing, susan.ham@keysenergy.com.

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, the 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 the 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 clean up 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 the Contractor shall be mitigated or repaired by the Contractor, at the 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. The 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, the 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 - The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the 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 the 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 the 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. The 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.

FORCE MAJEURE

KEYS shall not be liable in any way to the 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.

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. The Contractor will complete and submit the provided Contractor's Request for Payment form, prior to any payment of draw request. The Contractor's request for payment shall be accompanied by a breakdown of material and labor associated with that particular request. KEYS do not pay service charges on late payments.

PENALTIES

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

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

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 to the Director of Administration, Compliance & Internal Policies.

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.

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. The Contractor must furnish Keys Energy Services Environmental/Safety Officer with a written copy of Vendor's company Safety Program. Contractor shall appoint a qualified employee who is authorized to supervise and enforce compliance with the safety program.

KEYS duty to conduct review of the Contractor's performance is not intended to include a review or approval of the adequacy of Contractor's safety supervisor, safety program, or safety measures taken in, on, or near the site.

SECURITY/BACKGROUND CHECK

Keys requires all bids to include a complete listing of employee names, valid driver's license and/or social security numbers of all individuals that will perform work at the various sites. In addition to the D.M.V. references, Keys will run mandatory felony and misdemeanor background checks due to security reasons. The successful bidder must expressly agree to the right for Keys to run the D.M.V. references and the various criminal history background checks. Please do not supply social security numbers and driver's license data until after the award has been made.

KEYS reserve the right to perform background checks during the entire duration of the contractual agreement. The 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.

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.

TAX

The prices of materials set forth herein shall not include state sales tax or local option tax. KEYS is generally exempt from state sales tax, (sales tax number 04-00307-00-54), 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

When deemed to be in the best interest of KEYS, any awards or contracts resulting from this specification may be cancelled by KEYS by the following means: 1) ten (10)-day written notice with cause; or 2) 30-day written notice without cause.

INSURANCE SECTION

INDEMNITY AND INSURANCE REQUIREMENTS

By the signing of this contract and these indemnity and insurance requirements, the vendor agrees with the provisions shown below.

INDEMNITY

The Contractor shall indemnify, defend and hold harmless KEYS and their 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 there from, 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 or independent contractor directly responsible to KEYS. For this indemnity, the Utility Board of the City of Key West 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 Vendor 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 the Vendor.

During the term of this agreement, except as specifically provided herein, the 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 sub-contractors.

The Vendor shall not commence any work on the contract until he has provided KEYS with proof of coverage's required, in the form an original certified 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 Statute 440.57. The agent of the insurance company must be licensed to sell the insurance coverage's required under this contract. Without limiting any of the other obligations or liabilities of the Vendor, the following insurance coverage's with indicated limits of liability are mandatory under this contract. Those coverage's with no limits shown are not required.

VENDOR'S ENVIRONMENTAL IMPAIRMENT RESPONSIBILITY

- A. The Vendor 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 Vendor shall, at his sole cost, will be responsible for full compliance with any such laws or regulations.
- A. The Vendor'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 Vendor, the clean-up, repair or restoration of the environment to the extent required by any Federal, State, or Local laws or regulations.
- B. The Vendor shall be responsible for any fines, penalties, damage, or assessments made against the Vendor or KEYS resulting from the performance of this contract by or on behalf of the Vendor.

- D. The Vendor's obligation under paragraph B and C above shall survive the contract and shall not be limited in any manner by acceptances of final payments.

WORKERS COMPENSATION--EMPLOYER'S LIABILITY INSURANCE

Shall provide benefits consistent that will respond to all benefits as prescribed by Florida Statutes. To include employers Liability Insurance shall be provided in accordance with statutes of the Florida Workers Compensation Act, the Federal Longshore and Harbor Workers Act, Maritime including the Jones Act, Federal Employers Liability Act and any other applicable federal or state laws. Customarily provided under the standard Workers Compensation Policy shall provide the following limits:

- | | |
|-------------------------|---------------|
| • Each Accident | \$ 100,000.00 |
| • Disease-Policy Limit | \$ 100,000.00 |
| • Disease-Each Employee | \$ 100,000.00 |

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.

ADDITIONAL NAMED INSURED

The Utility Board of the City of Key West shall be included as an additional named insured for Comprehensive General Liability Form (ISO) and Business Automobile coverage's.

WAIVER OF SUBROGATION

The Contractor's Workers Compensation, Commercial General Liability and Business Automobile 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 must be named in the schedule for the specific project involved.

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy.

POLICY

DEDUCTIBLES

Liability policies are _____ Occurrence _____ Claims Made

Insurance Agency

Signature

BIDDERS STATEMENT

In consideration of this contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses herein and which will become a part of the contract, the signing of which confirms the Vendor's acceptance.

DATE _____ FIRM NAME _____

SUBMITTED BY: _____
Print/Title

SIGNATURE _____

WITNESS _____

NOTE: EACH BIDDER SHALL PROVIDE A COPY OF COMPLETED CERTIFICATE OF INSURANCE COMPLYING WITH THE AFOREMENTIONED INSURANCE REQUIREMENTS OR SIGN AND DATE ABOVE AGREEING TO PROVIDE SUCH INSURANCE UPON AWARD OF BID.

NOTICE: THIS SIGNATURE BLOCK PERTAINS TO AGREEMENT TO ENTIRE TERMS & CONDITIONS. FAILURE TO PERFORM ABOVE NOTED ACTION MAY RESULT IN NON-COMPLIANCE WITH THESE SPECIFICATIONS.

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 Statutes 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 contendere 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.

1. This sworn statement is submitted to _____
(print name of public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____
If the entity has no FEIN, include 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 contendere.
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 KEYship 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.
 - b. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with the convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____ of 20____.

NOTARY PUBLIC
My Commission Expires:



EXHIBIT B

(Vendor's Proposal)

Storm / Emergency Work Additional Costs & Clarifications

- **Labor and Equipment**
 - While Michels Power crews are in route to or from the Keys Energy area, Keys Energy shall pay mobilization and demobilization for all equipment and labor based on the provided rates.
 - Minimum rate of time and one half
 - Double time applies
 1. After 16 hours of continuous work
 2. Holidays and Sundays
 3. Hours worked after a break of less than 8 hours
- **Meals**
 - All meals not provided by or paid for directly by Keys Energy will be billed at a rate of \$15.00 each, every 6 hours.
- **Lodging**
 - Lodging provided by Michels Power including during mobilization, demobilization and DOT mandated rest time at the end of the emergency will billed at cost plus 5% to cover administrative costs. Keys Energy may at its option provide lodging.
- **Materials and Miscellaneous Expenses**
 - Expenses for materials or miscellaneous items incurred by Michels Power including any tolls will be reimbursed by Keys Energy at cost plus 5% percent to cover administrative costs.
- **Additional Staff**
 - Superintendent billed at actual hours worked
 - One per 12 crews
 - General Foreman billed at actual hours worked
 - One per 3 crews
 - Mechanic billed at actual hours worked
 - One per 12 crews
 - Safety Coordinator billed at actual hours worked
 - One per 12 crews
 - Storm Coordinators billed at actual hours worked
 - One per 12 crews



March 11, 2016

Dale Finigan
Keys Energy Services
6900 Front Street Extended
Key West, FL 33040

Re: Proposal for Additional Work and Storm/Emergency Work

Dear Dale:

Michels' proposal as it relates to additional work performed above the units in the proposal. These proposed labor rates would replace line items 859 & 860 in the RFP.

| | |
|--|-----------|
| Hourly rate per-man while performing additional work connected to a pole unit Monday - Friday. This hourly rate includes standard distribution equipment, overhead, profit, & insurance. | \$ 104.78 |
| Hourly rate per-man while performing additional work connected to a pole unit Saturday, Sunday or *after hours Monday - Friday when requested by Keys to accommodate customer needs. This hourly rate includes all vehicles overhead, profit, & insurance. | \$ 133.37 |
| Hourly rate per-man while performing additional work NOT associated to a pole unit up to 50 hours per week. This hourly rate includes **standard distribution equipment, overhead, profit, & insurance. | \$ 117.86 |
| Hourly rate per-man while performing additional work NOT associated to a pole unit Saturdays, Sundays or after hours Monday - Friday when requested by Keys to accommodate customer needs. This hourly rate includes **standard distribution equipment, overhead, profit, & insurance. | \$ 145.68 |
| *after hours is between 6pm and 6am | |
| **standard distribution equipment includes - pickup, distribution size digger & bucket and a pole trailer. Any other equipment will be invoiced at the hourly rate. | |



Storm/Emergency Work we are submitting 2 letters of Labor Rates, one for crews working on property and a second for crews coming from other locations. The equipment rates would apply for both.

Sincerely,
MICHELS POWER

A handwritten signature in blue ink, appearing to read 'Mark Harasha', is written over the printed name.

Mark Harasha
Senior Vice President





MICHELS POWER

1775 East Shady Lane • Norwalk, WI 54051 • Phone 920.720.5200 • Fax 920.720.5214
9433 Courcor Lane SW • Tumwater, WA 98512 • Ph 360.236.4472 • Fax 360.236.8478
7435 Alderson Blvd • Harrisburg, PA 17112 • Phone 717.652.7179 • Fax 717.652.7458
200 Longbranch Rd, Suite 200 • Syracuse, NY 13205 • Phone 315.491.3916 • Fax 315.491.3916

February 18, 2016 Labor Rates

Keys Energy Services
6900 Front Street Extended
Key West, Florida 33040

Attn: Susan Ham
Storm / Emergency Work - Local Crews

February 1, 2016 to December 31, 2017

Below please find our labor rates for the specified Local and Time Period. These rates include payroll, taxes, and insurances, including workmen's compensation, bodily injury, property damage, and Federal and State Unemployment. They also include Social Security, Medicare, and all Union benefits, including Linco, National Electrical Benefit Fund, and National Electrical Annuity Plan, or similar benefit plans. Per diem not included in rates.

| Classification | Time & One Half | Double Time |
|---|-----------------|-------------|
| | Per Hour | Per Hour |
| SUPERINTENDENT | 163.62 | 212.48 |
| MECHANIC | 112.99 | 148.18 |
| STORM COORDINATOR | 112.99 | 148.18 |
| SAFETY COORDINATOR | 92.99 | 119.93 |
| GENERAL FOREMAN | 127.73 | 185.52 |
| FOREMAN | 122.48 | 158.61 |
| JOURNEYMAN | 111.94 | 144.80 |
| HEAVY EQUIPMENT OPERATOR | 111.94 | 144.80 |
| OPERATOR | 90.89 | 117.17 |
| CABLE SPLICER | 117.20 | 151.70 |
| GROUNDMAN/TRUCK DRIVER (OVER 1000 HOURS) | 66.67 | 86.40 |
| GROUNDMAN/TRUCK DRIVER (UNDER 1000 HOURS) | 57.20 | 72.97 |
| APPRENTICE 1ST | 68.83 | 89.55 |
| APPRENTICE 2ND | 76.10 | 96.45 |
| APPRENTICE 3RD | 80.38 | 103.38 |
| APPRENTICE 4TH | 85.62 | 110.27 |
| APPRENTICE 5TH | 90.89 | 117.17 |
| APPRENTICE 6TH | 96.15 | 124.08 |
| APPRENTICE 7TH | 101.41 | 130.95 |

We appreciate the opportunity to submit our rates and look forward to working with you.

Respectfully submitted,

Mark Harasha
Senior Vice President
Michels Power
A Division of Michels Corporation



MICHELS POWER

1775 East Shady Lane • Nurem, WI 54958 • Phone 920.728.5280 • Fax 920.728.5214
 9433 Dewcor Lane SW • Tumwater, WA 98512 • Ph 360.236.9472 • Fax 360.236.9479
 7435 Allentown Blvd • Harrisburg, PA 17112 • Phone 717.852.7179 • Fax 717.852.7458
 288 Langhorne Rd, Suite 300 • Syracuse, NY 13209 • Phone 315.451.1916 • Fax 315.451.1916

Equipment Rates

With Fuel

February 1, 2016 to December 31, 2017

Customer Name: Keys Energy Services
 Address: 6900 Front Street Extended
 City, State, Zip: Key West, Florida 33040
 Contact Person: Susan Ham
 Project Name: Equipment Rates

| Description | Hourly Rate |
|---------------------------------------|-------------|
| UTILITY/FLATBED/DUMP TRUCK | 25.73 |
| TANDEM/DUMP TRUCK | 39.22 |
| SMALL PICKUP (0.5 TON) | 15.22 |
| MEDIUM PICKUP (0.75 TON) | 20.24 |
| LARGE PICKUP (1 TON) | 21.09 |
| VAN | 12.53 |
| BUCKET TRUCK < 48 | |
| BUCKET TRUCK - 48-60R | 31.14 |
| BUCKET TRUCK 6X6-70FT+ | 41.46 |
| BUCKET TRUCK 6X6-83FT+ | 44.73 |
| BUCKET TRUCK BAREHAND 83-105 FT | 63.97 |
| BUCKET TRUCK BAREHAND 105FT | 114.88 |
| | 122.78 |
| DIGGER DERRICK | |
| DIGGER DERRICK 60-70 FT | 44.81 |
| DIGGER DERRICK 80 FT | 59.18 |
| DIGGER DERRICK - BACKYARD | 84.49 |
| | 31.29 |
| DRUM PULLER - SINGLE OH OR URD | |
| PULLER - 4 DRUM DISTRIBUTION | 47.83 |
| PULLER - 4 DRUM TRANSMISSION | 49.29 |
| PULLER - V GROOVE | 98.97 |
| WIRE RACK ONE POSITION | 83.80 |
| WIRE RACK TWO POSITION | 4.63 |
| WIRE RACK THREE POSITION | 4.63 |
| WIRE RACK THREE POSITION W/HD TAKE UP | 9.20 |
| HARDLINE PULLER SINGLE 10K-15K | 17.90 |
| HARDLINE PULLER SINGLE 20K-30K | 107.43 |
| HARDLINE 3 DRUM PULLER - TRANSMISSION | 214.49 |
| TENSIONER DISTRIBUTION | 209.58 |
| TENSIONER SINGLE TRANSMISSION | 20.67 |
| TENSIONER TRANSMISSION STATIC/OPGW | 38.24 |
| TENSIONER 3 BUNDLE TRANSMISSION | 20.67 |
| SLEEVING TRUCK TRANSMISSION | 207.43 |
| SAG CAT | 72.60 |
| | 117.89 |

| <u>Description</u> | <u>Hourly Rate</u> |
|---|--------------------|
| TRACK DUMP TRUCK - 600 TO 800 | 28.17 |
| TRACK DUMP TRUCK - 1500 | 49.31 |
| TRACK DUMP TRUCK - 2200 | 66.73 |
| TRACK DUMP TRUCK - 3300 | 92.62 |
| TRACK DIGGER DERRICK W/BUCKET 1500 | 80.23 |
| TRACK DIGGER DERRICK W/BUCKET 3300 | 102.58 |
| TRACK BUCKET 100' | 174.15 |
| TRACK SWAMP MASTER | 84.83 |
| CRANE - TRK MOUNTED 10 - 20 TON | 36.32 |
| CRANE-TRK MOUNTED 21 - 38 TON | 66.59 |
| CRANE-TRK MOUNTED 39 - 45 TON | 96.56 |
| CRANE-TRK MOUNTED W/ ENERGIZED ARM | 100.39 |
| RT CRANE - 10 - 35 TON | 71.50 |
| RT CRANE - 38 - 45 TON | 70.05 |
| RT CRANE - 46 - 65 TON | 82.44 |
| RT CRANE - 66 - 90 TON | 120.73 |
| RT CRANE - 130 TON | 205.18 |
| CRAWLER CRANE-40/50TON | 82.30 |
| MINI BACKHOE/EXCAVATOR | 21.61 |
| 12/18MT EXCAVATOR | 60.77 |
| 20/24MT EXCAVATOR | 87.72 |
| 40/49MT EXCAVATOR | 145.49 |
| RUBBER Tired EXCAVATOR | 85.67 |
| SKID LOADER | 34.59 |
| BACKHOE | 34.33 |
| BACKHOE WITH HAMMER | 40.82 |
| SMALL UTILITY TRACTOR | 13.75 |
| DIESEL TRACTOR | 61.13 |
| DIESEL TRACTOR W/CRANE OR POLE LOADER | 53.62 |
| TRAILER (POLE DISTRIBUTION, FRAMING, COMBO) | 4.92 |
| TRAILER (WELLS FARGO STYLE SMALL JOB TRAILER) | 5.48 |
| TRAILER (2 OR 3 AXEL BACK HOE STYLE) | 7.62 |
| TRAILER (POLE TRANSMISSION) | 9.27 |
| TRAILER (SEMI - VAN AND STEP DECK) | 8.80 |
| TRAILER (LOWBOYS) | 36.23 |
| TRAILER (HOT STICK DISTRIBUTION) | 9.27 |
| TRAILER (HOT STICK TRANSMISSION 69KV-138KV) | 11.50 |
| TRAILER (HOT STICK TRANSMISSION 230KV-345KV) | 15.81 |
| TRAILER (URD SPLICE / TERM) | 9.78 |
| JD 450 | 33.05 |
| CAT D6 DOZER | 61.96 |
| CAT D8 DOZER | 77.73 |
| CAT D7 DOZER | 83.86 |
| CAT D8 DOZER | 152.94 |
| MEDIUM KNUCKLEBOOM FLATBED-BRIDGETRUCK | 21.99 |
| LARGE KNUCKLEBOOM FLATBED | 36.38 |
| SCISSORS/MAN LIFT | 9.35 |
| TELESCOPIC FORKLIFT | 29.79 |
| TELESCOPIC MANLIFT - 40-70 FT | 40.00 |
| TELESCOPIC MANLIFT - Over 70FT | 67.51 |

| <u>Description</u> | <u>Hourly Rate</u> |
|-------------------------------------|--------------------|
| FUEL TRUCK - SMALL | 27.24 |
| FUEL TRUCK - LARGE | 66.32 |
| WOOD MATS 8" 4X16-18' | 0.83 |
| COMPOSITE MATS | 1.17 |
| MAT RIG/GRAPPLE | 48.72 |
| WALK BEHIND TRENCHER | 8.45 |
| SMALL RT TRENCHER PLOW | 20.10 |
| MEDIUM RT TRENCHER | 31.72 |
| LARGE RT TRENCHER | 56.38 |
| VIBRATORY CABLE PLOW 0-130 HP | 36.82 |
| VIBRATORY CABLE PLOW 131-200 HP | 63.76 |
| D7 CABLE PLOW | 75.29 |
| MEDIUM LOADER | 90.48 |
| LARGE RT LOADER CAT 980 or Equal | 133.61 |
| XL LARGE RT LOADER CAT 988 or equal | 228.68 |
| COMPRESSOR 0-250 CFM | 22.31 |
| COMPRESSOR 251-800 CFM | 36.83 |
| COMPRESSOR 801-1600 CFM | 52.92 |
| PRESSURER DIGGER - TEXOMA | 84.49 |
| WATSON 1100 DRILL | 87.27 |
| WATSON 3100 DRILL | 140.43 |
| FRAC TANK | 6.25 |
| CAMEL VAC/POT HOLER | 21.10 |
| HYDRO VAC | 54.76 |
| GENERATOR 0-10KW | 7.17 |
| GENERATOR 11-50KW | 25.22 |
| GENERATOR 51-125KW | 42.10 |
| GENERATOR 126-400KW | 60.80 |
| GENERATOR 401-1000KW | 58.17 |
| GROUND POUNDER | 7.28 |
| JUMPING JACK | 4.70 |
| PLATE COMPACTER | 2.42 |
| HYD. COMPACTOR | 5.41 |
| CLAY PLATE COMPACTOR | 6.37 |
| COMPACTOR | 7.63 |
| ATV | 13.58 |
| ATV - WITH TRACKS | 14.57 |
| ATV- 6X6 18" TRACKS | 23.12 |
| LIGHT PLANT | 6.47 |

The above equipment rates include gas, oil, insurance and maintenance on equipment. These rates are subject to applicable State Sales Tax. All equipment is charged portal to portal plus transportation cost, if any.

We appreciate the opportunity to submit our rates and look forward to working with you.



MICHELS POWER

1775 East Shady Lane • Neshanic, WI 54858 • Phone 920.728.5200 • Fax 920.728.5214
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208 Longbrach Rd, Suite 300 • Syracuse, NY 13208 • Phone 315.451.1918 • Fax 315.451.1818

Exhibit A Labor Rates

Keys Energy Services

Storm / Emergency Work - Crews from out of state
February 1, 2018 to December 31, 2017

These rates include payroll, taxes, and insurances, including workmen's compensation, bodily injury, property damage, and Federal and State Unemployment. They also include Social Security, Medicare, and all Union benefits, including Uneco, National Electrical Benefit Fund, and National Electrical Annuity Plan, or similar benefit plans.

| Classification | Time & One Half Per Hour | Double Time Per Hour |
|-----------------------------|-----------------------------|-------------------------|
| SUPERINTENDENT | 205.32 | 289.03 |
| MECHANIC | 141.51 | 184.70 |
| STORM COORDINATOR | 141.51 | 184.70 |
| SAFETY COORDINATOR | 118.25 | 151.32 |
| GENERAL FOREMAN | 183.44 | 213.89 |
| CREW FOREMAN | 153.47 | 200.51 |
| JOURNEYMAN | 140.18 | 182.94 |
| URD 2-MAN CREW LEADER | 145.17 | 189.53 |
| HEAVY EQUIP OPERATOR W/CCCO | 133.53 | 174.15 |
| HEAVY EQUIPMENT OPERATOR | 128.88 | 165.38 |
| EQUIPMENT OPERATOR | 113.60 | 147.81 |
| OPERATOR TRAINEE II | 108.95 | 139.02 |
| OPERATOR TRAINEE I | 100.30 | 130.24 |
| HEAVY GROUNDSMAN DRIVER | 100.30 | 130.24 |
| LIGHT GROUNDSMAN DRIVER | 93.66 | 121.45 |
| GROUNDSMAN | 80.36 | 103.88 |
| 7TH STEP APPRENTICE | 125.89 | 165.38 |
| 6TH STEP APPRENTICE | 120.24 | 158.69 |
| 5TH STEP APPRENTICE | 113.60 | 147.81 |
| 4TH STEP APPRENTICE | 108.95 | 139.02 |
| 3RD STEP APPRENTICE | 100.30 | 130.24 |
| 2ND STEP APPRENTICE | 93.66 | 121.45 |
| 1ST STEP APPRENTICE | 87.01 | 112.67 |

We appreciate the opportunity to submit our rates and look forward to working with you.

Respectfully submitted,

Senior Vice President
Michels Power
A Division of Michels Corporation



March 11, 2016

Susan Ham
Keys Energy Services
6900 Front Street Extended
Key West, FL 33040

Re: Keys Bid #16-15 Specs for Upgrade of Electrical Distribution System & Pole Replacement
Michels Bid No. 16-065

Dear Susan:

Michels is pleased to offer this proposal for labor and equipment to perform construction services related to the 2016 and 2017 electrical distribution projects #1 and #2. Revisions are detailed below in red.

Clarifications:

- Material provided by Customer shall be available at the start of construction or per the agreed upon project schedule. Any delays in the receipt of material and equipment not provided by Michels will result in additional cost and time due to schedule interruption, for which Michels shall be entitled to a change order. Exception delivery schedule of poles is Michels' responsibility.
- All necessary environmental plans will be furnished by the Customer.
- All permits, including environmental permits, shall be provided by the Customer unless otherwise indicated in Michels' proposal. Once specific environmental permits are available, Michels has the right to review/analyze such permits and negotiate any conditions that were not addressed in bid documents. Bid assumes that environmental permits will not limit the time of year during which clearing or construction can be conducted. Per Keys, "there will be no permits required for this project."
- Customer will provide Michels with copies of all applicable federal, state, and local environmental permits and plans. If requested, Customer will also provide copies of the permit applications. Per Keys, "there will be no City/County Licensing required for this project."
- Michels shall have no liability or responsibility for any hazardous or contaminated materials, including the release or disturbance of same, that Michels did not bring to the job site, including any hazardous or contaminated materials that existed in, on, under, adjacent to or about the job site prior to the start of Michels' work.
- Construction survey staking and project survey layout shall be completed by others and is not part of Michels' scope of work.



- If required due to unstable ground conditions, culvert will be installed using time and equipment rates. Culvert material will be provided by owner or purchased by contractor at cost + 10%.
- ~~Michels reserves the right to review any documents not currently provided or updated and make adjustments in the scope of work, pricing and schedule in accordance with any changes or updated documents.~~ Additional work will be invoiced using the appropriate Additional Labor unit rate.
- Poles replaced by owner prior to Michels arrival will be deducted from the pricing sheet without compensation.
- Unit cost adjustments will not occur if Michels on its own accord changes crew make-up or equipment requirements.
- Michels' project schedule assumes the guaranteed pole delivery of 20 poles per week.
- This Proposal dated **March 11, 2016** shall be fully incorporated by reference into any final agreement between Customer and Michels for the work described herein.

Michels Power has the experience and resources to complete your project and we look forward to working with Keys Energy Services. Please feel free to call Tyler Radl at 920-539-9342 if you have any questions regarding this Proposal and clarifications. This Proposal is valid for 120 days.

Sincerely,
MICHELS POWER

Mark Harasha
Senior Vice President



MICHELS POWER

TRANSMISSION & DISTRIBUTION EMERGENCY CALLS

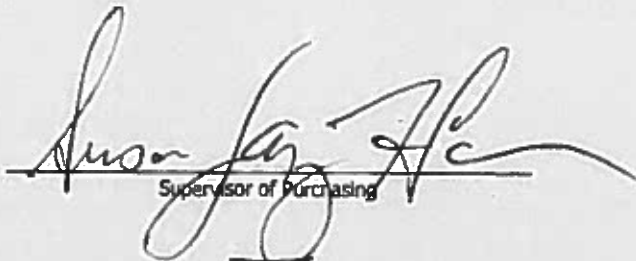
1. Tyler Radl – Project Manager
Cell: 920-539-9342
2. Brian Olsen – Project Manager
Cell: 920-539-7053
3. Scott Chiappetta – General Manager
Cell: 920-392-9694
4. Leave a message at our Storm Restoration & Emergency Response general number or email shown below. You should receive a call back within 15 minutes.

1-855-322-3922

storm@michels.us

**Utility Board of the City of Key West, FL
Contract Summary
2017**

| | |
|------------------------------|---------------------------------|
| Date: | March 2, 2017 |
| Contractor: | Leidos Engineering, LLC. |
| Contract Purpose: | Engineer of Record |
| Description of Purpose: | Engineering Consulting Services |
| Contract Number: | PSA 059 |
| Utility Board Approval Date: | July 13, 2011 |
| Base Contract: | July 1, 2011 – On going |
| Renewal Terms: | On Going |
| Current Term: | 2017 Pricing |
| Rebid Date: | |
| Cost: | Price Sheet Attached |



Supervisor of Purchasing

Originating Department Supervisor



Originating Department Director



General Manager & CEO

SAIC Energy, Environment & Infrastructure, LLC Billing Rates

| Billing Class | Hourly Rate (US\$) | Typical Project Roles |
|---------------|--------------------|---|
| 1 | 14.00 | Clerical, Administration, Junior Engineers and Technicians |
| 2 | 29.00 | |
| 3 | 43.00 | |
| 4 | 58.00 | |
| 5 | 72.00 | |
| 6 | 86.00 | |
| 7 | 101.00 | Staff Engineers, Consultants and Technicians |
| 8 | 115.00 | |
| 9 | 130.00 | |
| 10 | 144.00 | |
| 11 | 158.00 | Senior Engineers, Consultants and Technicians, and Project Managers |
| 12 | 173.00 | |
| 13 | 187.00 | |
| 14 | 202.00 | |
| 15 | 216.00 | Executive Engineers and Consultants, Senior Project Managers, and Principals |
| 16 | 230.00 | |
| 17 | 245.00 | |
| 18 | 259.00 | |
| 19 | 274.00 | |
| 20 | 288.00 | |
| 21 | 302.00 | Executive Engineers and Consultants, Senior Project Managers, and Senior Principals |
| 22 | 317.00 | |
| 23 | 331.00 | |
| 24 | 346.00 | |
| 25 | 360.00 | |
| 26 | 374.00 | |
| 27 | 389.00 | |
| 28 | 403.00 | |
| 29 | 418.00 | |
| 30 | 432.00 | |
| 31 | 446.00 | |

*Salaries of personnel are subject to change in accordance with Consulting Engineer's annual salary adjustment program.

Randolph, Tyler

From: Merritt, Lee Ann <LEE.ANN.MERRITT@leidos.com>
Sent: Thursday, March 02, 2017 12:23 PM
To: Randolph, Tyler
Cc: Pope II, Eva
Subject: RE: 2017 Pricing Request for PSA 059
Attachments: Keys Energy Rate Table.pdf

Hi Tyler

There wasn't an attachment but it remains the same as the attachment.

Thanks



Lee Ann
Project Controller
Direct Line: 407-648-3501
Thurs & Fri: 407-893-6281

From: Randolph, Tyler [<mailto:Tyler.Randolph@KeysEnergy.com>]
Sent: Thursday, March 02, 2017 11:25 AM
To: Merritt, Lee Ann
Cc: Pope II, Eva
Subject: 2017 Pricing Request for PSA 059

Good Afternoon,

The professional service agreement between Keys Energy Services and SAIC, Engineering Consultant, is an on-going agreement with the ability to terminate without cause by either party within 60 days written notice.

As part of the agreement, the Engineering Consultant will annually submit the firm's pricing schedule for possible services rendered by April 1st. Can you please email your 2017/2018 price schedule to Purchasing@KeysEnergy.com <<mailto:Purchasing@KeysEnergy.com>> as soon as possible?

Attached is last year's pricing for reference.

Thank you in advance and hope you have a wonderful day.

Tyler Ann Randolph
Buyer/ Inventory Analyst
Tyler.Randolph@KeysEnergy.com
Phone: (305) 295-1195
Fax: (305) 295-1199



 Please consider the environment before printing this email



(305) 295-1000
1001 James Street
PO Box 6100
Key West, FL 33040-6100
www.KeysEnergy.com

UTILITY BOARD OF THE CITY OF KEY WEST

Amendment # 1
KEYS PSA 059
Engineer of Record – Consultant Services
April 21, 2014

CHANGES:

SAIC Energy, Environmental, and Infrastructure, LLC has petitioned to formally changed It's name to Leidos Engineering, LLC. as of September 18, 2013. The Florida Department of State, Division of Corporations authorized the change of name on October 4, 2013.

This name change, as stated above, for on PSA 059 is in effect as of April 21, 2014 upon execution of this Addendum.

Leidos Engineering, LLC.


Attest


Vice President


Witness

Utility Board of the City of Key West, Florida

Attest


Chairman


Secretary



October 7, 2013

FLORIDA DEPARTMENT OF STATE
Division of Corporations

LEIDOS ENGINEERING, LLC
9400 N. BROADWAY
SUITE 300
OKLAHOMA CITY, OK 73114US

Re: Document Number M04000004380

The Amendment to the Application of a Foreign Limited Liability Company for SAIC ENERGY, ENVIRONMENT & INFRASTRUCTURE, LLC which changed its name to LEIDOS ENGINEERING, LLC, a Delaware limited liability company authorized to transact business in Florida, was filed on October 4, 2013.

This document was electronically received and filed under FAX audit number H13000221549.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Registration Section.

Neyssa Culligan
Regulatory Specialist II
Division of Corporation

Letter Number: 713A00023416

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO FILE
AMENDMENT TO APPLICATION FOR AUTHORIZATION TO TRANSACT
BUSINESS IN FLORIDA**

SECTION I (1-3 must be completed)

1. Name of limited liability company as it appears on the records of the Florida Department of
State: SAC Energy, Environment & Infrastructure, LLC

2. Jurisdiction of its organization: Delaware

3. Date authorized to do business in Florida: 10/14/2004

SECTION II (4-7 complete only the applicable changes)

4. If the amendment changes the name of the limited liability company, when was the
change effected under the laws of its jurisdiction of organization? 8/11/2013

5. New name of the limited liability company: Leldos Engineering, LLC
(must end with "Limited Liability Company," "L.L.C." or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in
Florida and attach a copy of the written consent of the managers or managing members adopting
the alternate name. The alternate name must end with "Limited Liability Company," "L.L.C."
or "LLC.")

6. If the amendment changes the period of duration, indicate new period of duration:

7. If the amendment changes the jurisdiction of organization, indicate new jurisdiction:

8. If the amendment corrects any false statement, indicate the statement being corrected and the
correction: _____

9. Attached is an original certificate, no more than 90 days old, evidencing the aforementioned
amendment(s), duly authenticated by the official having custody of records in the jurisdiction under
the law of which this entity is organized.


Signature of a manager or the authorized representative of a member

James R. Moos, Manager

Typed or printed name of signer

Filing Fee: \$25.00

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THAT THE SAID "BAIC ENERGY,
ENVIRONMENT & INFRASTRUCTURE, LLC", FILED A CERTIFICATE OF
AMENDMENT, CHANGING ITS NAME TO "BEIDOS ENGINEERING, LLC", THE
EIGHTEENTH DAY OF SEPTEMBER, A.D. 2013, AT 5:07 O'CLOCK P.M.



0742820 8320

191140455

You may verify this certificate online
at corp.delaware.gov/authentic.html


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0773876

DATE: 09-27-13

SAIC Energy, Environment & Infrastructure, LLC

PROFESSIONAL SERVICE AGREEMENT

DATE: July 1, 2011 P.S.A. RFO 18-10

CLIENT: UTILITY BOARD OF THE CITY OF KEY WEST
1001 JAMES STREET
PO BOX 6100
KEY WEST, FL 33040-6100

PROJECT: Consultant of Record & General Consulting Engineering Services

Scope of Service

SAIC Energy, Environment & Infrastructure, LLC ("Consulting Engineer") will perform consulting engineering services under this continuing service contract (the "Agreement") as requested and authorized by the Utility Board of the City of Key West in Task Authorizations to this Agreement which sets forth the scope of services including the intended purpose of the services, schedule, budget, payment provisions and other special provisions, if any, related to the Scope of Services. Task Authorizations shall be incorporated into this Agreement and subject to its terms and shall be generally in the form shown in Exhibit A to this Agreement.

Payment

Payment will be made after acceptance of services within 30 days after receipt of invoice and in accordance with section entitled "Relating to Payment".

The Consulting Engineer will annually submit a rate schedule for staff anticipated to provide services provided by May 1.

If mutually agreed in a Task Authorization, the services may be paid on a fixed fee or maximum, not-to-exceed amount for specific services.

Consulting Engineer's Organizations

The Consulting Engineer is a corporation organized and operated under the laws of the State of Oklahoma and licensed in Florida. It is expressly agreed that the corporation may be changed by addition or reduction in the number of stockholders or officers. The Consulting Engineer may assign the compensation from this Agreement to any other affiliated entity.

Professional Services

1. The Consulting Engineer shall be consultant and advisor to the Utility Board as an independent contractor and shall not be an employee of the Utility Board. The Consulting Engineer shall not be an agent or representative of the Utility Board except that the Consulting Engineer may act as the Utility Board's representative in providing construction monitoring services to the degree specifically authorized by the Utility Board in a Task Authorization.

2. The Consulting Engineer represents that the services furnished under this Agreement will be performed with degree of skill and diligence normally practiced by professional engineers or consultants performing the same or similar services. Any estimate of cost of equipment, construction, ownership or operation furnished by the Consulting Engineer shall be the Consulting Engineer's opinion based upon its professional judgment and experience and are not a guarantee of cost. The Consulting Engineer makes no other representation or warranty, express or implied.

Change in Scope and Delay

1. If the provisions for payment in a Task Authorization provide for a fixed fee or a maximum payment for services, such fee or maximum is for the Scope of Services described in a Task Authorization. If the Scope of Services is modified so that more or less work or time is required, and such modification is accepted by the Utility Board and the Consulting Engineer, the fee or maximum and the time shall be equitably adjusted.

2. In the event delays in or failures of performance of the Consulting Engineer caused by circumstances beyond its control and not its fault, the Consulting Engineer's fee or maximum and the time allowed shall be equitably adjusted, and such delays or failures shall not constitute a default or give rise to any claim against the Consulting Engineer.

Relating to Payment

1. The Consulting Engineer's "Salary Costs allow for basic salary and personnel benefits, including: life, accident, disability and medical insurance; sick leave, holiday and vacation pay; social security, workers' compensation, unemployment and compensation and pension retirement contributions; and similar employment – related cost. Basic salary per hour shall be twelve times current monthly salaries for employees, exclusive of overtime, bonus or other profit participation payments, divided by 2,080.

2. The Consulting Engineer's "Out-of-Pocket Expenses" are those expenditures made by the Consulting Engineer, other than Salary Costs, costs of reproduction and computer services and costs of Special Consultants and Subcontractors, which are directly chargeable to a project and which would not otherwise have been incurred. Such expenditures include, but are not limited to, transportation, lodging, subsistence, communications, liability and other insurance premiums when required by the Utility Board in addition to the types and amounts currently carried by the Consulting Engineer, taxes other than those levied on the profits or net income of the Consulting Engineer, equipment rentals and repair, and special mailing, forms, materials and supplies required during the progress of the work. Reimbursement for out-of-pocket expenses shall be an amount equal to the cost thereof.

3. In event of the inability or failure of the Utility Board to pay as agreed, interest commencing 30 days after the date of invoice shall be paid by the Utility Board to the Consulting Engineer on the last day of each month on all unpaid amounts due the Consulting Engineer at the interest rate for borrowed funds then currently available to the Consulting Engineer.

Insurance

The Consulting Engineer shall maintain in effect, employer's liability, professional liability, commercial general liability (bodily injury and property damage) and commercial automobile liability (bodily injury and property damage) insurance with respect to employees and vehicles of the Consulting Engineer assigned to the prosecution of work under this Agreement, with each policy having maximum limits of not less than \$5,000,000, and statutory workers' compensation protection.

The Consulting Engineer shall supply to the Utility Board a Memorandum of Insurance that includes a description of each such insurance policy currently in effect, specifying the amount thereof and, upon any material changes thereto; the Consulting Engineer shall promptly notify the Utility Board. The Consulting Engineer will obtain and thereafter maintain in effect, if reasonably available, such additional insurance as may be requested by the Utility Board, the cost of which shall be reimbursed by the Utility Board.

Liability

In partial but specific consideration of the execution of this Agreement, the Utility Board and Consulting Engineer agree as follows:

1. The Consulting Engineer shall indemnify and hold all harmless the Utility Board and its governing board, officers, and employees from all claims, expenses and liability, following operation of applicable rights of contribution, arising out of negligent acts, errors or omissions of the Consulting Engineer and its employees, including claims made by employees of the Consulting Engineer.
2. The Utility Board shall indemnify and hold harmless the Consulting Engineer, its partners, officers, employees and subcontractors from all claims, expenses and liability, following operation of applicable rights of contribution, arising out of negligent acts, errors or omissions of the Utility Board and its employees, including claims made by employees of the Utility Board.
3. The Consulting Engineer shall not be liable to the Utility Board in any event for interest (except as otherwise provided); loss of anticipated revenues, earnings or profit; increased expense of operations; loss by reason of shutdown or non-operation due to late completion or otherwise; and consequential damages or any claims related to the foregoing (except to the extent specifically set forth in this paragraph.), provided, however, the Consulting Engineer shall have no liability for any such claims made by the Utility Board beyond the fourth anniversary of the end of the calendar year in which the negligent acts, errors or omissions of the Consulting Engineer are alleged to have occurred which caused the costs or damages referred to in this paragraph. Consulting Engineer's liability for cost of damages described in this paragraph and under a Task Authorization shall be limited to the greater of (a) Two Hundred Fifty Thousand Dollars (\$250,000); (b) the revenue received by Consultant under the related Task Authorization or (c) the proceeds of those insurance claims payable under applicable insurance coverage.

4. In any and all claims an employee of the Consulting Engineer or the Utility Board, the indemnification obligation under this paragraph entitled "Liability" shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

5. The Utility Board and the Consulting Engineer acknowledge and agree that none of the services provided by the Consulting Engineer under this Agreement are intended to pertain to conditions with respect to the safety of the Utility, technical adequacy of any design not provided by the Consulting Engineer, or conformance by the Utility Board with agreements, codes, permits, rules, or regulations relating to the ownership, operation and maintenance of the properties comprising the Utility (except for any obligations specifically assumed or contracted for by the Consulting Engineer pursuant to special provisions of a Task Authorization and except as may be prescribed by the rules of practice for a professional engineer by the Florida Institute of Consulting Engineers for services provided under a Task Authorization).

Suspension or Termination of Services

The Utility Board or the Consulting Engineer may suspend or terminate any or all services covered in this Agreement at any time upon written notice in which event the Utility Board shall pay the Consulting Engineer upon submission of invoices for all services rendered and expenses incurred to the effective date of such suspension or termination. This Agreement or a Task Authorization may be terminated without cause by either party within 60 days written notice.

Construction Contractor's Performance and Safety

The Consulting Engineer shall not be responsible for safety on the Utility Board's premises or any project site, except for the safety of personnel of the Consulting Engineer, its Special Consultants and Subcontractors; for providing or assuring a safe place for the performance of a construction contractor's work; for safety precautions, programs, or equipment; for construction means, methods, techniques, sequences or procedures; or for a construction contractor's failure to perform the work in accordance with construction contract documents (except for any obligations specifically assumed or contracted for by the Consulting Engineer pursuant to special provisions of a Task Authorization and except as may be prescribed by the rules of practice for a professional engineer by the Florida Institute of Consulting Engineers for services provided under a Task Authorization).

Construction Contract Provisions

The Utility Board agrees to use its reasonable best efforts to incorporate language acceptable to the Consulting Engineer in all construction contract documents related to services furnished under this Agreement which will:

a. require each contractor to indemnify, defend and hold harmless the Utility Board and the Consulting Engineer from all claims, judgments, damages or costs, including defense costs, court costs and attorney's fees, resulting from bodily injury, death and property damage due to operation, errors, omissions or negligent acts of the contractor, its subcontractors, the Utility Board and the Consulting Engineer excepting only such claims, judgments, damages or costs resulting solely from the errors, omissions or negligent acts of the Utility Board or of the Consulting Engineer; and

b. require each contractor to purchase and maintain general liability insurance in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injuries and/or death and/or property damage, together with Builders' Risk "All Risk" insurance covering all work included in its construction contract, with the Utility Board and the Consulting Engineer each named as additional insured in all such insurance policies.

Disposition of Documents

1. Upon completion of the services provided under a Task Authorization, the Consulting Engineer shall deliver to the Utility Board one copy of all documents, analyses, drawings and other data prepared by Consultant ("Work Products"). The originals of Work Products shall be retained by the Consulting Engineer and upon request by the Utility Board; the Consulting Engineer will furnish copies to the Utility Board at actual cost of duplication and mailing. If such Work Products or reproductions thereof, or any other items relating to the services of the Consulting Engineer are changed in any way or used by the Utility Board for any other project or purpose, the Utility Board shall indemnify, defend and hold harmless the Consulting Engineer from all loss, damage, liability of expense arising out of such change or use.

2. Except as specifically provided to the contrary in this Agreement, all computer programs, computer code and documents related thereto ("computer software") developed by or used by the Consulting Engineer in conjunction with the Consulting Engineer's work hereunder shall remain the sole and exclusive property of the Consulting Engineer, and the Utility Board shall have no right or title to or interest in such computer software. In the event the Consulting Engineer releases any such computer software to the Utility Board, the Utility Board shall protect the confidentiality of such computer software and shall not release or divulge such computer software to any other person or organization or let any other person or organization use such computer software. In the event the Utility Board uses any such computer software or allows such computer software to be used by others, the Utility Board shall indemnify and hold harmless the Consulting Engineer from all loss, damage, liability or expense arising out of such use.

Equal Opportunity

The Consulting Engineer will not knowingly discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, marital or veteran status or physical handicap. The Consulting Engineer will take affirmative action to the end that applicants are employed, and that employees are treated during employment, without such discrimination.

Severability and Headings

1. If any part of this Agreement, including, but not limited to, any provision, paragraph, clause, phrase or words, is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder shall be given full force and effect.

2. The descriptive headings used in this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms and provisions of this Agreement.

Notice

All notices relating to this Agreement shall be in written form delivered in person or by Express Mail, Registered or Certified United States Mail, postage prepaid, to the Consulting Engineer or to the Utility Board as follows:

Utility Board of the City of Key West
P.O. Box 6100
Key West, FL 33040-6100
Attention: General Manager

SAIC Energy, Environment & Infrastructure, LLC
1000 Legion Place, Suite 1100, Orlando, FL 32801
Attention: William S. May, Senior Project Manager

With a copy to
Legal Department (which will not be considered notice)
SAIC Energy, Environment & Infrastructure, LLC
9400 N. Broadway, Suite 300
Oklahoma City, OK 73114

Applicable Law

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

Purchase Orders

The Utility Board may issue purchase orders for release of funding in connection with Task Authorizations under this Agreement. The terms of this Agreement and special provisions included in a Task Authorization supersede the terms of any purchase orders.

IN WITNESS WHEREOF, the Utility Board and SAIC Energy, Environment & Infrastructure, LLC have executed this Agreement on the date first above written.

ATTEST: 


Utility Board of the City of Key West, FL
Secretary



Utility Board of the City of Key West, FL
Chairman

ATTEST: 

Witness



SAIC Energy, Environment &
Infrastructure, LLC
Steven Stein, Executive Consultant &
Orlando Senior Representative

SAMPLE

TASK AUTHORIZATION

**Between Utility Board of the City of Key West and
SAIC Energy, Environment & Infrastructure, LLC**

Task Authorization Description:

Effective Date:

Contract No./Purchase Order No.:

Consulting Engineer and Utility Board agree that this Task Authorization will be governed by the terms and conditions of the Agreement dated July 1, 2011, as amended, unless specifically modified herein.

Scope of Services

(Detailed tasks to be performed. Include any project locations, deliverables, quantities, assumptions, client deliverables, team member names, roles, etc.)

Schedule

(Provide summary or detail level schedule of milestones.)

Fee for Services

(Provide summary or task level detail of cost. Note if the cost is a fixed fee or maximum not-to-exceed.)

Amendment(s) to Terms of the Agreement

(Insert terms different than base agreement if applicable.)

(e.g. Note if compensation arrangements deviate from that outlined in PSA (i.e., lump sum).

Additional Services

(Indicate if there are any optional tasks that may be related to the work performed in this TA that the client would authorize at a later date that may be a result of current task findings, etc. Otherwise delete)

TASK AUTHORIZATION
Between Utility Board of the City of Key West and
SAIC Energy, Environment & Infrastructure, LLC
[Task Authorization Description]

IN WITNESS WHEREOF, the Parties have signed this Task Authorization as of the date first written above.

UTILITY BOARD OF THE CITY OF KEY WEST

**SAIC ENERGY, ENVIRONMENT &
INFRASTRUCTURE, LLC**

Signature
Name
Title

SAMPLE - NO SIGNATURE REQUIRED

Signature
Name
Title

SAIC Energy, Environment & Infrastructure, LLC Billing Rates

| Billing Class | Hourly Rate (US\$) | Typical Project Roles |
|---------------|--------------------|---|
| 1 | 14.00 | |
| 2 | 29.00 | |
| 3 | 43.00 | Clerical, Administration, Junior Engineers and Technicians |
| 4 | 58.00 | |
| 5 | 72.00 | |
| 6 | 86.00 | |
| 7 | 101.00 | |
| 8 | 115.00 | Staff Engineers, Consultants and Technicians |
| 9 | 130.00 | |
| 10 | 144.00 | |
| 11 | 158.00 | |
| 12 | 173.00 | Senior Engineers, Consultants and Technicians, and Project Managers |
| 13 | 187.00 | |
| 14 | 202.00 | |
| 15 | 216.00 | |
| 16 | 230.00 | Executive Engineers and Consultants, Senior Project Managers, and Principals |
| 17 | 245.00 | |
| 18 | 259.00 | |
| 19 | 274.00 | |
| 20 | 288.00 | |
| 21 | 302.00 | |
| 22 | 317.00 | |
| 23 | 331.00 | Executive Engineers and Consultants, Senior Project Managers, and Senior Principals |
| 24 | 346.00 | |
| 25 | 360.00 | |
| 26 | 374.00 | |
| 27 | 389.00 | |
| 28 | 403.00 | |
| 29 | 418.00 | |
| 30 | 432.00 | |
| 31 | 446.00 | |

*Salaries of personnel are subject to change in accordance with Consulting Engineer's annual salary adjustment program.

February 13, 2018



Dan Sabino
Director of Engineering and Control
Keys Energy Services
1001 James Street
Key West, FL 33040
Dan.Sabino@KeysEnergy.com

Subject: Transmission Line Damage Assessment for Lines 3 and 4 due to Hurricane Irma

Dear Mr. Sabino:

Leidos was engaged by Keys Energy Services (KES) to provide restoration support immediately following Hurricane Irma on September 11, 2017. The Leidos scope was to inspect the known damaged sections on the transmission line system, provide engineering and guidance to restore the lines to service, as well as provide assistance for material procurement and permitting, and construction monitoring services.

The purpose of this letter report is to provide summary documentation of damage assessment which occurred in the early stages of the project. Documentation was made during the damage assessment phase of the work, however it exists in multiple emails, pictures and field notes. This report is intended to summarize and consolidate the disparate documents into a single document, with a reference set of electronic files.

Background

Keys Energy Services (KES) was significantly impacted by Hurricane Irma on September 10-11, 2017. KES requested Leidos to provide engineering and construction management assistance to restore damaged transmission lines.

Keys Energy along with their restoration construction contractor identified two primary areas of transmission line damage that required engineering and construction to restore. Leidos provided further inspection of the identified areas of damage on Transmission Line 3 (69kV) and 4 (138kV). No other damaged areas were identified on transmission lines. Leidos provided further inspection and assessment of the identified areas. Leidos inspection was limited to ground/water level viewing and telephoto photography. The KES distribution system sustained heavy damage as well, but is outside of the scope of services provided by Leidos.

KES's stated restoration philosophy was to provide repairs that were complete and permanent in nature, which would meet current design standards and have a durable lifecycle. An intermediate temporary fix was not wanted. However, rapid deployment of the final engineered solution was required. The rationale for this approach is two-fold. First, it eliminated the need to tackle the problem twice—once for the temporary fix and once for the permanent installation. Secondly, as damage to the KES system was

widespread to distribution and substations as well, a quick temporary fix to the two transmission lines would likely not result in a fully restored system more quickly.

Line 3

Line damage area was identified by the contractor as being in the area on the south side of the Cow Key Channel Bridge. The structure in the center of the channel (Str. SK26-1) was broken at the base. These poles are static cast concrete poles with pre-tensioned and non-tensioned steel reinforcement. The concrete was completely broken at the base but still connected to the base by some of the steel reinforcement. The broken bottom end of the pole was resting on the bottom of the channel but displaced from the foundation remaining embedded in the channel bottom. The pole was held up only by the transmission conductor. To relieve the strain on the conductor and hardware, and to prevent any further movement of the pole, the KES contractor rigged the pole to be held upright with a boom truck parked on the bridge.

The original Plan and Profile drawings from 1965 were provided by KES. The following table provides structure identification for the structures reviewed in this damage area.

| P&P Str. # | Current Str. # | Type | Location |
|-------------------|----------------|--|---|
| 2-9 | M44-5 | Static cast concrete pole, directly embedded | 3 spans west of subject structure SK26-1, south side of US1. |
| 2-10 | M44-4 | Static cast concrete pole, directly embedded | 2 spans west of subject structure SK26-1, south side of US1. |
| 2-11 | M44-3 | Static cast concrete pole, directly embedded | 1 span west of subject structure SK26-1, south side of US1, adjacent to bridge approach |
| 2-12 | SK26-1 | Static cast concrete pole, directly embedded | Near center of Cow Key Channel on south side of US1 |
| 2-13 | SK26-2 | Static cast concrete pole, directly embedded | 1 span east of subject structure SK26-1, south side of US1, adjacent to bridge approach |
| 2-14 (Assumed) | SK26-3 | Static cast concrete pole, directly embedded | 2 spans east of subject structure SK26-1, south side of US1 |

Assessment

Str. SK26-1 sustained severe and irreparable damage related to the storm event. The shield wire hardware was broken. The two arms on the underbuilt distribution were damaged along with the hardware. Although no damage was visible on transmission hardware or conductor, we surmise that the loads placed on them while the pole was being supported by the wire were likely well in excess of design loads and were therefore stressed beyond their rated capacity. We recommended against reusing any conductor or hardware associated with this pole or adjacent spans.

Adjacent structure SK26-2 did not have visible cracking at the base. The distribution arms and hardware were significantly damaged though. There were signs of damage to the pole near the lowest transmission insulator on the west and south faces of the pole. This damage appears to have happened prior to the storm event and a repair applied. This was confirmed by review of older photography of this structure, dated July, 2015. However the stress from the storm event may have caused new spalling at the repair

site. For the reasons mentioned in the previous paragraph, we recommend against using any of the hardware or conductor on this structure.

The adjacent structure on the west of the broken structure, M44-3 did not have signs of visible cracking at the base. Transmission hardware does not show visible damage that can be seen from the ground. Distribution has visible damage. However we recommend against using the transmission and distribution hardware, and the conductors and shield wire due to likely overstressing of components.

The other structures (M44-5, M44-4 and SK26-3) were inspected from the ground. No signs of damage were identified on the structures or hardware. The damage from the failure of Str. SK26-1 in Cow Key Channel does not appear to have cascaded out to structures and hardware more than one span from SK26-1. Based on review of Plan and Profile drawings and wire tensions the hardware and conductor damages are probably limited to the spans attached to the failing structure.

Line 3 Recommendations

Leidos recommends that the damaged structure along with its transmission and distribution hardware be removed, as well as the hardware and conductor attached to the two adjacent spans. Leidos presented KES with three options for replacement of the damaged segment of transmission and distribution lines.

Option 1: Replace the broken structure with a suitable spun-concrete pole with new hardware installed on all three poles.

Option 2: Replace the two adjacent structures with spun-concrete dead ends and span the channel. Distribution would also be dead ended on arms on the two poles and span the channel.

Option 3: Replace the two adjacent structures with concrete dead ends as described above but with a mid-span pole to support distribution and communications.

Initially KES planned to rebuild the section using Option 2. However, constructability issues related to placing structures and foundations for the adjacent structures next to the bridge abutment moved the selection to Option 1.

Line 4

Significant damages have been identified on several structures and associated hardware on Line 4 (138 kV) located near Big Coppitt Key. Significant damage has occurred from structures 7-83, 7-84 to structure 8-92. Neighboring home owners suggest there may have been tornadic winds spawned by Hurricane Irma through this area. Structures 7-85, 7-86, 7-87 and 8-90 have been broken off completely, with hardware and pole damage on adjacent structures. Due to the catastrophic failure mode within this segment it is quite likely that the elements within this segment have been significantly stressed above design levels. The wind speeds that caused structural failure of this nature are well above industry codes and standards for design. Even members not showing damage visible from the ground or water level may be structurally compromised.

Assessment

The following provides a damage assessment summary for the Line 4 segment.

Str. 7-83, 7-84 is a 2-pole (H-frame) dead-end structure with static-cast concrete poles. The structure does not appear to be damaged. However, since the adjacent structure failed and was laid down in the water, the large tensions on the conductor likely caused damage to the hardware. It was noted that some of the guys were slack. However we were informed by KES that this was the condition of the guys prior to the storm event.

Str. 7-85, 7-86, 7-87 and 8-90 – These poles are static-cast concrete poles and are all broken completely at the base and laying in the water with hardware and conductor damaged. Poles and their appurtenances are not salvageable.

Str. 7-88, 7-89 and 8-91 – The poles remain standing. There is broken hardware on all three poles. Each of these poles is adjacent to a broken structure. Due to the forces placed on these poles from wind and conductor tensions as indicated by the broken hardware and adjacent broken poles, it may be inferred that these poles have been significantly overstressed. There is likely concrete cracking which will allow salt water intrusion to corrode the poles steel reinforcement thereby diminishing the poles structural capacity and shortening its lifespan. We recommend these three poles and their hardware be scrapped.

Str. 8-92 – Damage to base of this pole were identified. However this damage existed prior to the storm event and was probably due to vehicular impacts in the past. Leidos recommended this pole be replaced with a new pole and moved back further away from the corner of the intersection of the adjacent streets.

Line 4 Recommendations

Leidos recommended that all of the hardware, conductor and shield wire from structures 7-83,7-84 to 8-92 inclusive be replaced. Additionally we recommended the replacement of the eight structures from 7-85 to 8-92 also be replaced. Leidos provided KES with the design and bill of materials for this replacement.

Leidos Engineering is pleased to have the opportunity to provide our assistance to Keys Energy Services.

Sincerely,

Leidos Engineering, LLC



Curtis W. Smith, P.E.
Sr. Transmission Engineering Manager

Reference Documents

Reference Documents are provided electronically in separate files as part of this report.

Appendix 1 – Line 3 Photographs

Appendix 2 – Line 3 Drawings with Field Notes

Appendix 3 – Line 4 Photographs

Appendix 4 – Line 4 Drawings with Field Notes