

**FIELD CHANGE DIRECTIVE**  
**No. 12**

PROJECT: Truman Waterfront Park Phase 1A

DATE OF ISSUANCE: **August 16, 2016**

EFFECTIVE DATE: **August 16, 2016**

OWNER: **City of Key West**

OWNER's Project Number: **GR0703/SE1505/TR0501**

CONTRACTOR: **Charley Toppino & Sons**

Project Mgr.: **Jim Bouquet**

You are directed to proceed promptly with the following change(s):

Description:

1. **On behalf of the City, pay the KEYS Energy Services (KEYS) Service Fee of in the amount of \$78,594.66 to provide electrical service to USGCS Ingham and Building 103. Service Fee invoice is attached. Use of above ground electrical in lieu of originally specified underground service will result in a savings to the City of approximately \$200,000.**
2. **With consideration of contaminated soils within areas of new electrical pole locations, auger the holes for the new poles on behalf of KEYS. New pole locations as shown on attachment. Coordinate with KEYS for setting of poles.**
3. **Install temporary wiring (ASW6) installed from the existing ATT splitter box at Angela Street, strung overhead along existing KEYS pole line to quay, and connected to the communications board serving the USCGC Ingham. ATT will provide the final connection at the splitter box to their system.**
4. **The installation of above ground electrical service will facilitate use of new poles by ATT to provide telephone and data service to USGCS Ingham and Building 103. As a result, provide cost to remove/dispose existing ATT conduit from within Retention Area E and stabilize pond bottom. Nyloplast drains currently installed in Retention Area E to be reused on the project if possible, or provided to the City for use on future projects.**

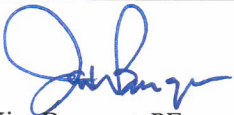
*Provide cost proposals where necessary to implement above items. Provide receipt from KEYS that fee has been paid. Costs to be paid under NTP1/2 Schedule of Values Item #40, Contingency Allowance and will not result in an increase in the total contract amount.*

Attachments: **KEYS Overhead Service Plan dated 7/6/16.**


**KEYS Coordination Email from CTS dated 7/28/16.**

**KEYS Standard Electric Extension Agreement #794**

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Jim Bouquet, PE  
Director of Engineering



Jim Scholl  
City Manager

**STANDARD ELECTRIC EXTENSION AGREEMENT  
LINE EXTENSION "794" - REVISED**

AGREEMENT, made this **9<sup>th</sup> DAY OF AUGUST, 2016**, by and between "**CITY OF KEY WEST**", hereinafter called "Customer," and the **UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA, DBA KEYS ENERGY SERVICES**, a municipal owned utility, organized and existing under the laws of the State of Florida, hereinafter called "KEYS."

WHEREAS, the Customer has applied to the KEYS for electric service of the character commonly known as single-phase, on Customer's premises located at, "**TRUMAN WATERFRONT, KEY WEST, FLORIDA.**"

WHEREAS, said location requires an extension of KEYS' present distribution system of approximately "**INSTALLATION OF 5 POLES, 700 FEET OF THREE PHASE OVERHEAD PRIMARY AND REMOVAL OF STREET LIGHTS AND EXISTING PRIMARY**"

WHEREAS, KEYS would not be justified in making said extension prior to the receipt of payment in full for the line extension cost at the rate of **\$78,594.66**.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual covenants and agreement hereafter set forth for the parties hereto covenant and agree as follows:

ARTICLE I. At the time of acceptance of this agreement by the Customer, the said Customer shall advance to KEYS "**SEVENTY EIGHT THOUSAND FIVE HUNDRED AND NINETY FOUR DOLLARS AND SIXTY SIX CENTS (\$78,594.66)**" representing a not to exceed total construction cost of the requested line extension.

ARTICLE II. KEYS shall impose and collect a line extension charge from any customer subsequently requesting service that is included in the contract and line extension drawing. The line extension charge shall be applied proportionally to the property based on the total service ability of this line extension. The attached line extension drawing **#D-4232** is to be made a part of this contract.

ARTICLE III. KEYS shall reimburse the Customer entering and paying the cost of the line extension covered by this contract, 85% of the line extension charge imposed on any customer subsequently receiving service that is included in the line extension contract and drawing. However, the total refunds allowed under this Article shall not exceed the amount paid by the Customer, to KEYS, and provided further that no refunds will be made to the Customer who is in default in the payment of any bills for service furnished to the Customer, by KEYS. If there are no reimbursements indicated on the line extension drawing, Article III will not apply.

Article IV. This line extension agreement shall terminate ten years from the date the extension was completed. \*Excluding services involving underground or over-water construction\*

**TITLE AND OWNERSHIP**

ARTICLE V. Title to, and complete ownership and control over said extension, shall at all times remain in KEYS, and KEYS shall have the right to use the same for the purpose of service to other customers.

**EASEMENTS AND RIGHTS**

ARTICLE VI. The Customer will grant, or cause to be granted to KEYS, and without cost to KEYS, all rights, permits and privileges necessary for the rendering of service hereunder.

Initials:  Initials: 

## TRIMMING TREES

ARTICLE VII. It is expressly understood and agreed that the amount paid by the Customer, to KEYS, for the cost of the lines to be built hereunder does not include any cost of trimming or removing trees or other obstructions from the right-of-way, and to trim all trees adjacent thereto in order that the lines to be built under may be safely and properly constructed. KEYS shall not be required to begin construction of the lines until such clearing and trimming is completed to the satisfaction of KEYS.

## PROCEEDING WITH WORK

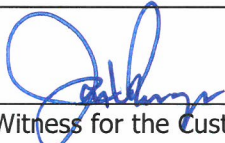
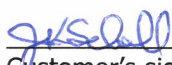
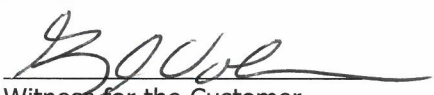
ARTICLE VIII. KEYS, upon its approval of this agreement, will proceed with the extension outlined herein and as covered by sketch and specifications hereto attached and made a part hereof.

## GENERAL TERMS

ARTICLE IX. This agreement supersedes all previous agreements, or representatives, either written or verbal, between the KEYS and the Customer, made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto.

This agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

 _____ Witness for the Customer	 _____ Customer's signature
 _____ Witness for the Customer	<u>City of Key West</u> _____ Corporation name (if applicable)
	<u>City Manager</u> _____ Title

_____ Witness for KEYS	By: _____
_____ Witness for KEYS	Title: <u>Director of Customer Services</u>
Account # _____	UTILITY BOARD - CITY OF KEY WEST
ER# <u>2832-15</u>	"Keys Energy Services"
WO# _____	



**UTILITY BOARD OF THE CITY OF KEY WEST, FL  
MISCELLANEOUS RECEIVABLES  
Fiscal Year 2016**

Type of Customer: **Governmental**  
(Choose from Pulldown)

Type of Report: **Not to Exceed**  
(Choose from Pulldown)

Project Number/Name: ER#2832-15

Location Address: TRUMAN WATERFRONT

Type of Work / Description: INSTALL 5 POLES & REROUTE PRIMARY, REMOVE STREETLIGHTS, EXISTING PRIMARY

LABOR	ENTER # OF PEOPLE	HOURLY RATE PER PERSON	HOURS PER PERSON WORKED REGULAR	HOURS PER PERSON WORKED OVERTIME	COST	
					REG	OVT
LINE LEADER	1	\$47.23	80	0	\$3,778.44	\$0.00
LINE PERSON	5	\$43.18	80	0	\$17,273.00	\$0.00
LINE APPRENTICE	0	\$34.11	0	0	\$0.00	\$0.00
LINE SUPERVISOR	0	\$56.56	0	0	\$0.00	\$0.00
TREE TRIMMER	0	\$34.11	0	0	\$0.00	\$0.00
GENERAL HELPER	0	\$21.25	0	0	\$0.00	\$0.00
METER SERVICE LEADER	0	\$39.58	0	0	\$0.00	\$0.00
SENIOR METER SERVICE TECH.	0	\$36.36	0	0	\$0.00	\$0.00
METER SERVICE TECHNICIAN	0	\$31.67	0	0	\$0.00	\$0.00
METER SERVICE TECHNICIAN DA	0	\$31.67	0	0	\$0.00	\$0.00
ENG. FIELD REP.	1	\$38.85	24	0	\$932.33	\$0.00
GIS/AUTOCAD OPERATOR	1	\$38.85	8	0	\$310.78	\$0.00
ELECTRICAL LEADER	0	\$45.61	0	0	\$0.00	\$0.00
ELECTRICIAN	0	\$42.39	0	0	\$0.00	\$0.00

**TOTAL LABOR & OVERTIME: \$22,294.54**

<b>MATERIALS</b>	
MATERIAL COSTS	35,632.69
TRANSFORMER COSTS	-

**TOTAL MATERIALS: \$35,632.69**

TRANSPORTATION	HOURLY RATE PER VEHICLE	HOURS PER VEHICLE	COST
ENGINEERING TRUCK/AUTO	1 \$19.78	8	\$158.24
ELECTRICAL PICKUP/AUTO	0 \$19.78	0	\$0.00
ELECTRICAL BUCKET	0 \$65.72	0	\$0.00
METER TRUCK/AUTO	0 \$19.78	0	\$0.00
LINE PICKUP TRUCK/AUTO	1 \$19.78	80	\$1,582.40
LINE BUCKET TRUCK	2 \$65.72	80	\$10,515.60
DIGGER	1 \$65.72	80	\$5,257.80
CHIPPER/POLE TRAILER	1 \$19.86	80	\$1,588.84
UTILITY/WIRE TRAILER	1 \$2.88	80	\$230.00

**TOTAL TRANSPORTATION: \$19,332.88**

<b>CONTRACTUAL SERVICES</b>	\$0.00
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**TOTAL CONTRACTUAL SERVICE: \$0.00**

Cassie Dziatlik 06/28/16  
Prepared By Date

Matthew Alfonso 07/12/16  
Reviewed By Date

Jesse Perloff 07/26/16  
Finance Review Date

Customer Service Contract Prepared By Date

**SUBTOTAL OF ALL CHARGES: \$77,260.11**

**STATE TAX 7.5% ON MATERIALS: 1,334.55**

**TOTAL ESTIMATED COST OF JOB: \$78,594.66**

**CUSTOMER RESPONSIBILITY:**

1. TOPPINO'S TO AUGER 5 HOLES FOR NEW UTILITY POLES. HOLES TO BE 23" DIAMETER X 7' DEEP.
2. TOPPINO'S TO REMOVE CONTAMINATED SOIL AND PROVIDE CLEAN SOIL AT EACH LOCATION.
3. TOPPINO'S TO PROVIDE KEYS ACCESS TO RINSE STATION(S) FOR KEYS VEHICLES FOR DECONTAMINATION.


**KEYS RESPONSIBILITY:**

1. KEYS TO INSTALL 5 NEW POLES IN HOLES PRE-ANGERED BY TOPPINO'S AND BACKFILL WITH CLEAN SOIL AT EACH LOCATION.
2. KEYS TO INSTALL 5 DOWN GUYS USING SCREW ANCHORS ONLY.
3. KEYS TO INSTALL 3 PHASE OVERHEAD PRIMARY & NEUTRAL, 2-THREE POT BANKS, 2-SINGLE PHASE TRANSFORMERS AND RUN SERVICE DROPS FOR EXISTING AND PROPOSED FACILITIES.
4. KEYS TO REMOVE OLD OVERHEAD FACILITIES, LIGHTS AND TRANSFORMERS.

NOTE: THE ORIGINAL CUSTOMER, CITY OF KEY WEST AT TRUMAN WATERFRONT, KEY WEST, FL., IS TO BE CHARGED \$78,554.66 FOR 5 POLES, ~700 FEET OF THREE PHASE OVERHEAD PRIMARY.

THERE ARE NO OTHER CUSTOMERS THAT MAY BE SERVICED FROM THIS LINE EXTENSION. THERE WILL BE NO REIMBURSEMENTS.

[illegible]

B-ADDED RESPONSIBILITY NOTES 7-2016 RMS	
A-REV GAST 7-2016 RMS	
	DANCEWORKS LEAF, KEY WEST FL.
NEW 5 PALME DRIVE/DELTA SERVICE TO CITY OF KEY WEST AT TRINITY WATERFRONT KEY WEST, FL.	
DESIGNED BY: CASSE, DZALIK	
APPROVED BY: MATTHEW ALFONSO/04/24/16	
D-4232	DATE: 7-8-2016
LE# 794	DRAWN BY: VIN SUH
SCALE: NONE	SHEET 1 OF 1
ER# 2832-15	



## James Bouquet

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**From:** Andi Fraley <andif@toppkw.com>  
**Sent:** Thursday, July 28, 2016 3:57 PM  
**To:** 'Richard J. Toppino'; 'Rey'; 'Clint Kuhns'; Andrew Toppino; Gary Volenec; James Bouquet; Terrence Justice; 'Tony Baste'; 'Mike Smith'  
**Subject:** TWP - Project Electric Coordination

Team:

We had a coordination meeting this morning with:

Keys Energy [ Matthew & Cassie]

Fla Keys Electric [Mike Smith]

CTS [Andi & Clint]

CKW [Terry and Gary via phone]

Discussion:

- 1- the Keys Energy primary revised [5] pole locations across the site, setbacks around Bldg 130 and a plan was provided for our team coordination
- 2- Hazwoper 40 consideration for Keys Energy crew setting pole within E2 parcel and - As the email below, Keys would prefer to add to our CT&S scope to auger and remove any impacted soils and their crew will set pole and backfill with clean material provided to site rather than to train their 4-5 people. Keys will provide instructions for depth/ width as required in following coordination on this issue.
- 3- xst site lighting and utility poles that will be eventually decommissioned will remain in place as long as possible- is best to transition over to new sight lighting project wide [specifically at E2 area]. after further review of the nyloplast inlet locations, any poles in conflict with proposed new work will be evaluated for removal and current wiring conditions- also to coord with AT&T above ground line [s].
- 4- CKW will issue FCD for the AT&T duct bank to be demo'd at the Retention swale E, the temporary above ground cable will utilize the xst site lighting pole locations across the site to feed to the Ingham as CKW is currently coordinating this with AT & T and Ingham owner. This function added to the xst site lighting poles will need to be considered when planning the temp AT&T feed and decom of any poles in the work zones.
- 5- New/ Proposed Navy entry off Parcel C roundabout and probable conflict with existing Keys Energy pole is being addressed with CKW and Perez outside the scope of this project [ As noted by Keys there is a 12 – 15 weeks lead time for any requested relocation of this pole]
- 6- The spline road FCD-001 changes in regard to the curb and sidewalk configurations impacting site lighting locations will be shifted over as necessary. site coordination with CKW may be required as to spacing and locations adjacencies during final on site review.

Please advise if there is anything additional of note to add or any corrections.

*Kind regards, Andi*

Charley Toppino & Sons  
**Andi Fraley**, AIA and LEED AP  
Sr. Project Manager  
Truman Waterfront Park  
**CELL:** 305 -797-0071  
**Fax:** (305)-296-5189  
**Main Office:** (305)-296-5606

**From:** Dzatlik, Cassie [mailto:Cassie.Dzatlik@KeysEnergy.com]  
**Sent:** Thursday, July 28, 2016 2:21 PM  
**To:** andif@toppkw.com; tjustice@cityofkeywest-fl.gov; 'Gary Volenec'  
**Cc:** Alfonso, Matthew; Veliz, Bryan; Arencibia, Pedro  
**Subject:** Truman Waterfront

Good Afternoon,

I have been informed that it would be KEYS preference that Toppino auger the holes for the new poles that will be required at the Truman Waterfront project due to the extensive soil contamination issues. KEYS will require the holes to be augured at a specific depth and width based on the pole type. I will make contact with our line department to get some specific information for you.

Cassie Dzatlik  
Engineering Field Rep.  
305-295-1045  
305-395-9368  
[Cassie.dzatlik@keysenergy.com](mailto:Cassie.dzatlik@keysenergy.com)





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

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UTILITY BOARD OF THE CITY OF KEY WEST

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August 9, 2016

Mr. Jim Bouquet  
Director of Engineering  
City of Key West  
3140 Flagler Ave  
Key West, FL 33040

RE: City of Key West, Truman Waterfront, Key West, Florida  
Line Extension # 794 - Revised  
ER # 2832-15

Dear Mr. Bouquet:

The Customer Service Section and the Engineering Section has completed the initial review of your request for electric service at the referenced location.

Enclosed are two copies of our Standard Electric Extension Agreement, together with a site layout of the line extension. Please note that the Standard Electric Extension Agreement states the number of linear feet and poles required to complete your requested extension, and the amount that must be advanced to KEYS to enable the Engineering Section to proceed with your request. The time schedule for starting construction is approximately ten (10) weeks after receiving payment.

Should you desire to proceed with this line extension, please complete both copies of the enclosed agreement with the necessary signatures, and return them with your check payable to Keys Energy Services, addressed to the attention of the Customer Accounts Section. The contract will be signed by an authorized Keys Energy Representative and an original will be returned to you for your personal records.

Should you have any questions, please do not hesitate to contact Customer Programs at (305) 295-1080.

Sincerely,

A handwritten signature in blue ink that reads "Catherine Nix".

Catherine Nix  
Customer Accounts Representative

CN/am

c:  
E. Zarate, Director of Customer Services  
M. Alfonso, Supervisor of Engineering

Enclosure